

FRISCO SQUARE HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

WHEREAS, the Association has authority pursuant to Article VI of the First Amended Declaration of Covenants, Conditions and Restrictions for Frisco Square (the "Declaration") to levy assessments against Owners of Units located within Frisco Square, a planned community located in Collin County, Texas (the "Development"); and

WHEREAS, the Board of Directors (the "Board") finds there is a need to establish orderly procedures for the collection of assessments that remain unpaid beyond the prescribed due dates and the application of the payments made by Owners in order to encourage Owners to promptly pay their assessment obligations.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the application of payments made by Owners and the same are to be known as the "Assessment Collection Policy" for the Association in the discharge of its responsibilities regarding collection of assessments against Owners and their Units:

1. Policy Objectives. The Association will pursue collection of all assessments and related costs, including Annual Assessments, Service Area Assessments, Special Assessments and Specific Assessments in the most expedient and cost-effective manner possible, subject to the provisions of the Declaration and this Policy. The Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to accomplish the foregoing objective.
2. Ownership Interests. The person who is the Owner of a Unit as of the date an assessment becomes due is personally liable for the payment of that assessment. Further, the personal liability for unpaid assessments passes to the successors in title to a Unit only if expressly assumed by them. As used herein, the term "Delinquent Owner" refers to that person who held title to a Unit on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to a Unit. Unless expressly denoted otherwise, the "Owner" of a Unit refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.
3. Due Dates. Pursuant to Section 6.8 of the Declaration, notice of the Annual Assessment and Service Area Assessment shall be sent on or before January 1 of each year. The due date for a Special Assessment or Specific Assessment shall be set by the Board, but in no event shall it be less than thirty (30) days after the date the Owner is invoiced therefor. The due date for any assessment shall be collectively referred to in this Assessment Collection Policy as the "Due Date". Any Annual Assessment which is not paid in full by January 31 of such year is delinquent and shall be assessed late charges, handling charges and interest as provided in Paragraphs 6 and 7 below.
4. Reminder Notice. If an assessment has not been paid on or before the Due Date, the Association will send a second invoice or notice (referred to as the "Reminder Notice") which will include the unpaid assessments, late charges, collection fees and interest charges



claimed to be owing. The Reminder Notice will be sent via first-class United States mail.

5. Default Letter. If an assessment has not been paid within thirty (30) days following the Due Date, the Association will send a notice (referred to as the "Default Letter") to the Owner making formal demand for payment of all outstanding amounts. The Default Letter will be sent via certified mail, return receipt requested, and via first-class United States mail and will, at a minimum, include the following information:

a. The unpaid assessments, late charges, interest, and collection costs claimed to be due.

b. A statement that if either (i) the delinquency is not cured in full, including all accrued interest and other charges then owing, within thirty (30) days of the date of the Owner's receipt of the Default Letter, or (ii) the Owner does not dispute, in writing, the amounts set forth in the Default Letter within thirty (30) days of the Owner's receipt of the Default Letter, the delinquency will be assumed to be valid and will be referred to the legal counsel for the Association for further collection action including the possibility of seeking foreclosure of the assessment lien, and that once such referral has occurred all attorney's fees and related costs incurred will be charged to the Owner and Unit.

c. A statement that the Owner's voting rights and right to use recreational facilities, if any, will be suspended upon expiration of the thirty-day period described in Paragraph 5(b) unless the delinquency is cured or otherwise resolved.

d. Such other information as may be required by the debt collection statutes to the extent that any such statutes apply.

6. Interest; Late Charges. In the event any assessment, or any portion thereof, is not paid in full within thirty (30) days of the Due Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be ten percent (10%) per annum and shall accrue from the day after the Due Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

In the event any assessment, or any portion thereof, is not paid in full within thirty (30) days of the Due Date, a late charge in the amount of \$25.00 shall be assessed against the Owner and his or her Unit. The Board may, from time to time, without the necessity of seeking Owner approval, change the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

7. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of the Assessment Collection Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Due Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Unit.

c. Any fee or charge becoming due and payable pursuant to this Paragraph 7 will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

8. Application of Funds Received. All monies received by the Association will be applied to amounts outstanding to the extent of and in the following order unless an Owner has placed a restrictive notation on the check or other form of payment or in correspondence accompanying the payment that a payment is to be applied in another specified manner:

a. First, to interest;

b. Next, to handling charges, returned check fees and collection costs incurred by the Association;

c. Next, to late charges;

d. Next, to attorney's fees and related costs advanced by the attorney for and on behalf of the Association;

e. Next, to delinquent Specific Assessments;

f. Next, to delinquent Special Assessments;

g. Next, to delinquent Service Area Assessments;

h. Next, to delinquent Annual Assessments;

i. Next, to outstanding Specific Assessments, though same may not then be

delinquent;

j. Next, to outstanding Special Assessments, though same may not then be delinquent;

k. Next, to outstanding Service Area Assessments, though same may not then be delinquent;

l. Last, to outstanding Annual Assessments, though same may not then be delinquent.

9. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Unit for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Unit, will be valid and effective for all purposes pursuant to the Declaration and this Assessment Collection Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

10. Notification of Owner's Representative. Where the interests of an Owner in a Unit have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Unit have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Assessment Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.

11. Referral to Legal Counsel. If an Owner remains delinquent in the payment of assessments and related costs for more than thirty (30) days after the sending of the Default Letter (as provided for above), Management, on behalf of the Board, or the Board may, as soon as possible thereafter, refer the delinquency to the legal counsel for the Association for the legal action as required by this Assessment Collection Policy. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein.

12. Legal Action. Legal counsel for the Association will take the following actions with regard to delinquencies referred to it upon legal counsel's receipt of a written request by Management and/or the Board to take a specific collection action:

a. Demand Letter. As the initial correspondence to a Delinquent Owner, counsel will send a demand letter (the "Demand Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services. The Demand Letter will inform the

Owner that the Owner may dispute the validity of the amounts owing, in writing, within thirty (30) days of the Owner's receipt of the Demand Letter. If the amounts owing are disputed, Management and/or Legal Counsel will provide verification of the amounts claimed to be due.

b. Title Search. If a Delinquent Owner fails to pay the amounts set forth in the initial Demand Letter sent by counsel or fails to dispute the amounts within the allotted thirty (30) day period, counsel will, upon direction from the Board and/or Management, order a search of the land records to verify current ownership of the Unit on which the delinquency exists. If the title report indicates that the Current Owner is other than the Delinquent Owner, counsel will communicate that fact to the Association. A determination will then be made by the Board whether to pursue collection of the unpaid assessments from the Delinquent Owner or the Current Owner or both. Based on that determination, the Board and/or Management will direct counsel to proceed according to this Assessment Collection Policy. Where the title report confirms that the Current Owner is the Delinquent Owner, the Association, Management and counsel will likewise proceed according to this Assessment Collection Policy.

c. Notice of Lien. Where the Board has determined that foreclosure of the Association's assessment lien is to be pursued, if an Owner fails to pay in full all amounts indicated by the Demand Letter by the date specified or fails to dispute the debt within the allotted thirty (30) day period, counsel, upon being requested to do so by the Board and/or Management, will cause to be prepared, executed by a duly authorized agent of the Association, and recorded in the Real Property Records of Collin County, a written notice of lien (referred to as the "Notice of Lien") setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Unit covered by such lien and a description of the Unit covered by the lien. A copy of the Notice of Lien will be sent to the Owner contemporaneously with the filing of same with the County Clerk's office, together with an additional demand for payment in full of all amounts then outstanding, within thirty (30) days of the date of the transmittal to the Owner of the Notice of Lien.

d. Non-judicial foreclosure. When the Board has directed that the collection action to be taken is non-judicial foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate non-judicial foreclosure of the Unit, pursuant to Texas law. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Association shall have the power to bid on the Owner's Unit and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

e. Judicial Foreclosure/Personal Judgment. When the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner and/or for

foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the assessment lien and/or recovery of a personal judgment against the Current Owner and, where different, the Delinquent Owner, or from the Current Owner only, for all amounts owing arising from the unpaid assessments and the collection thereof, including all attorney's fees and costs.

13. Lock Boxes. The Association has established a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the Association. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at its corporate office.

14. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

15. Credit Bureaus. The Association may also notify any credit bureau of an Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal laws in connection with the filing of such report.

IT IS FURTHER RESOLVED that this Assessment Collection Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 2-24-06, 2006, and has not been modified, rescinded or revoked.

DATE: 2-24-06

Barbara Camille
Secretary

Filed and Recorded
Official Public Records
Brenda Taylor, County Clerk
Collin County, TEXAS
10/16/2006 10:46:21 AM
\$52.00 BNOPP
20061016001402700



Brenda Taylor



**CORRECTED FIRST SUPPLEMENT
TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
FRISCO SQUARE**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

THIS FIRST SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR FRISCO SQUARE (this "Corrected First Supplement") is made this 4th day of October, 2006, by Frisco Square Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Frisco Square, Ltd., a Texas limited partnership (the "Declarant"), prepared and recorded an instrument entitled "First Amended Declaration of Covenants and Restrictions for Frisco Square", filed of record on May 13, 2005, at Volume 5918, Page 03391 *et seq.*, of the Deed Records of Collin County, Texas (the "Declaration"). This Declaration, amended and superseded the Declaration of Covenants and Restrictions for Frisco Square, filed of record on February 11, 2002, at Volume 05103, Page 03862 *et seq.*, of the Deed Records of Collin County, Texas (the "Original Declaration"); and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on February 8, 2006 the Association filed a Notice of Filing of Dedicatory Instruments for Frisco Square, under Instrument/Document No. 20060208000 167040, of the Deed Records of Collin County, Texas (the "Notice"); and

WHEREAS, on March 21, 2006 the Association filed a First Supplement Notice of Filing of Dedicatory Instruments for Frisco Square, under Instrument/Document No. 20060321000366760, of the Deed Records of Collin County, Texas (the "First Supplement"); and

WHEREAS, the Association desires to correct the First Supplement, Exhibit "A-2" entitled Assessment Collection Policy, to correct paragraph 3 of the Policy to reflect the correct delinquency date of January 31 of each year, as set forth as Exhibit "A-2", attached hereto and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A-2"** is a true and correct copy of the original and is hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Corrected First Supplement to be executed by its duly authorized agent as of the date first above written.

**FRISCO SQUARE HOMEOWNERS
ASSOCIATION, INC., a Texas non-profit corporation**

By: Barbara M. Cominoli

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Barbara M. Cominoli, President of Frisco Square Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 4th day of October, 2006.

Pamela Ann Packer
Notary Public, State of Texas

6-1-08

My Commission Expires

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

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EXHIBIT "A-2"

DEDICATORY INSTRUMENT

A-2. Assessment Collection Policy (adopted 2-24-06)