

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00090605

Instrument Number: 2009-90605

Recorded On: July 27, 2009

As
Memorandum

Parties: GRIFFIN PARC

Billable Pages: 8

To

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Memorandum	39.00
Total Recording:	39.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

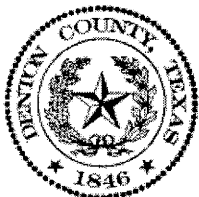
File Information:

Document Number: 2009-90605
Receipt Number: 606921
Recorded Date/Time: July 27, 2009 10:28:01A

User / Station: H Dunn - Cash Station 4

Record and Return To:

HENRY ODDO AUSTIN & FLETCHER
1700 PACIFIC AVE STE 2700
DALLAS TX 75201



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**CERTIFICATE AND MEMORANDUM
OF RECORDING OF ASSOCIATION DOCUMENTS
FOR GRIFFIN PARC RESIDENTIAL ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

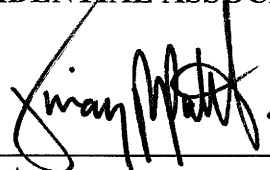
The undersigned, as attorney for Griffin Parc Residential Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***Griffin Parc Residential Association, Inc. - Collection Procedure and Policy and Payment Application Policy*** (Exhibit A).

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument.

IN WITNESS WHEREOF, the Griffin Parc Residential Association, Inc. has caused this Certificate and Memorandum of Recording of Association Documents to be filed with the Office of the Denton County Clerk.

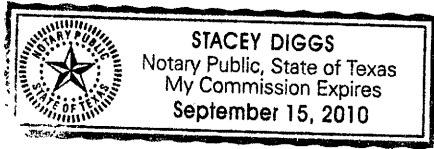
**GRIFFIN PARC
RESIDENTIAL ASSOCIATION, INC.**

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Griffin Parc Residential Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 24th day of July, 2009.




Notary Public, State of Texas

**GRIFFIN PARC HOA
COLLECTION PROCEDURE AND POLICY**

1. ASSESSMENTS DEFINED. Assessments are annual assessments and special assessments along with all other charges including but not limited to; compliance fines, late fees, penalties, interest and costs of collection including attorney fees.
2. PROPERTIES ASSESSED. Assessments will be levied on all property subject to the Master Declaration of Covenants, Conditions and Restrictions for Griffin Parc HOA
3. ASSESSMENT PERIOD. The Board of Directors for the Association (hereinafter referred to as the "Board") has the duty to establish and adopt an annual budget in advance for each fiscal year covering the estimated costs of operation for the Association Property during each calendar year.
4. NOTICE. The Board shall attempt to cause notice of Assessments to be delivered to each Owner at least thirty days prior to the due date of the Assessments. An Owner shall not escape liability or be entitled to a deferral of any charges, including but not limited to fines, penalties, interest, costs of collection or attorney fees with regard to delinquent Assessments on the basis of such Owner's failure to receive notice, actual or timely, if such notice was sent via regular mail to the most recent address of the Owner according to the books and records of the Association.
5. CHANGE OF ADDRESS: Each Owner shall have the obligation to notify the Association in writing of any change in address, which shall become effective five days after written notice has been received.
6. DUE DATE. All Assessments are due in advance on January 1 of each year.
7. DELINQUENCY DATE: If full payment of the Assessment is not received on or before the close of business on the first day of the month it will be considered delinquent. If the account remains delinquent for 15 days after the due date late interest (if applicable) and late fees will be applied.
8. INTEREST. All delinquent Assessments shall incur a charge of interest at the rate of 18% interest per annum from the Due Date until the delinquent assessment is paid in full; provided, however, that in no event shall any amount to be charged or actually collected or received herein exceed the maximum rate permitted by applicable law, in which event, if any, such funds shall be applied and credited as a payment receipt, all as provided herein
9. PENALTY AND/OR FINE: All delinquent Assessments shall incur a penalty and/or fine in the amount of \$15 per month from the Due Date until the delinquent Assessment is paid in full.

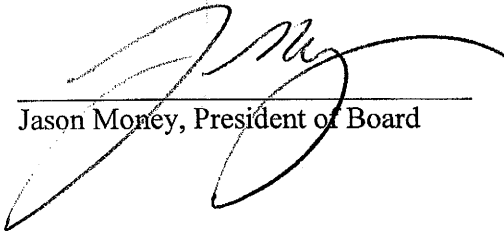
10. DELINQUENCY NOTIFICATION The Association may cause to be sent the following notification(s) to Owners for delinquent payment of Assessments or Compliance Fines:
 - a. PAST DUE NOTICE: In the event that an Assessment account balance or remains unpaid thirty (30) days after the Due Date, a Past Due Notice may be sent via regular mail setting forth all charges due.
 - b. FINAL NOTICE: In the event that an Assessment account balance remains unpaid sixty (60) days from the Due Date, a Notice of Default may be sent via certified mail to each delinquent Owner. The postage and administrative costs of this notification will be added to each delinquent owner's account balance.

11. ATTORNEY REFERRAL. Unless contrary instructions are given by the Board of the Association or advised by the Association's Attorney, the following letters or actions will be taken upon referral of a delinquent Owner. All associated costs of Attorney collection will be assessed to Owners account.
 - a. Demand Letter – when the account is ninety (90) days past due a Demand Letter, setting forth all outstanding amounts due, allowing Owner 30 days to pay the delinquency or dispute the debt pursuant to applicable law will be mailed via certified and regular mail.
 - b. Lien Affidavit Notice and Demand Letter – when the account is one hundred and twenty (120) days past due, a Notice of Lien, allowing a final 21 days to pay the delinquency will be mailed to Owner and an affidavit will be recorded in Real property records claiming a Lien on the Owner's property to protect the Association's interest.
 - c. Foreclosure-When the account is one hundred eighty days past due foreclosure proceeding may begin.

12. REFERRAL OF ACCOUNT TO ATTORNEY. The attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a notice of lien affidavit, filing a lawsuit against the delinquent Owner for a money judgment, all without prejudice to the right of the Board, in its sole and absolute discretion, to pursue any one or more other collection actions whether instituted simultaneously or otherwise, at law or in equity, including but not limited to, instituting foreclosure action upon the notice of lien, or otherwise, the collection of the judgment, and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy to obtain payment in full of the Assessments and the Owners' account, all consistent with applicable law.

13. BANKRUPTCIES. Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association's attorney so that all interests may be protected and Assessments collected. All related charges will be applied to Owner's account.
14. LOSS OF PRIVILEGES. When an account is sixty (60) days past due access to common areas and amenities will be revoked and will not be reinstated until the account is paid in full.
15. NON-SUFFICIENT FUND CHARGE: An Owner will be charged a cost of \$25 for any check that is returned or Automatic Clearing House (ACH) debit that is not paid as a result of Non-Sufficient Funds (NSF).
16. WAIVER/MODIFICATION OF POLICY. The Board in its sole and absolute discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon a petition of an Owner showing a personal hardship or just cause.
17. REQUIRED ACTION. Nothing contained herein, and not otherwise required by the Declaration, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as it, in its sole judgment, deems reasonable, without prejudice or precedent to any future similar claims of hardship or requests for waiver.

Griffin Parc HOA



Jason Money, President of Board



Date

**GRIFFIN PARC HOA
PAYMENT APPLICATION POLICY**

All payments received from or on behalf of owners will be applied in the following manner:

1. Interest and/or Late fees
2. Cost of collections including Attorney fees
3. Fines and other penalties
4. Individual Assessments and other charges
5. Past due Assessments
6. Special Assessments
7. Current Assessments

EXHIBIT B

Those tracts and parcels of real property located in the City of Frisco, Denton County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **Griffin Parc Addition, Phase 1, an addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet T, Page 321 of the Plat Records of Denton County, Texas;**
- (b) All lots and tracts of land situated in **Griffin Parc Addition, Phase 2, an addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet U, Slide 550 of the Plat Records of Denton County, Texas;**
- (c) All lots and tracts of land situated in **Griffin Parc Addition, Phase 3, an addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet U, Slide 548 of the Plat Records of Denton County, Texas; and**
- (d) All lots and tracts of land situated in **Griffin Parc Addition, Phase 4, an addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet U, Slide 823 of the Plat Records of Denton County, Texas.**