

Denton County
Juli Luke
County Clerk

Instrument Number: 77743

ERecordings-RP

MISCELLANEOUS

Recorded On: July 22, 2024 02:33 PM

Number of Pages: 15

" Examined and Charged as Follows: "

Total Recording: \$81.00

***** 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:

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Receipt Number: 20240722000515
Recorded Date/Time: July 22, 2024 02:33 PM
User: Emily L
Station: Station 44

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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.

Juli Luke
County Clerk
Denton County, TX

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 4600
Dallas, Texas 75201**

**THIRTEENTH SUPPLEMENTAL CERTIFICATE AND
MEMORANDUM OF RECORDING OF DEDICATORY
INSTRUMENTS
FOR
PCR COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

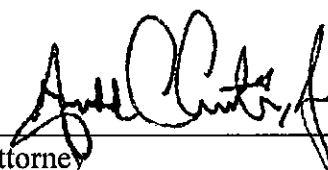
The undersigned, as attorney for PCR Community Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that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

- ***PCR Community Association – Policy Regarding the Collection and Payment of Assessments and Other Charges and Fees***
(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. The attached dedicatory instrument shall remain in full force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, PCR Community Association, Inc. has caused this Thirteenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Denton County Clerk and serves to supplement those certain dedicatory instruments filed in the Official Public Records of Denton County, Texas, to wit: (i) as Document No. 2011-60750; (ii) as Document No. 2015-30370; (iii) as Instrument No. 2017-105499; (iv) as Instrument No. 2018-53692; (v) as Instrument No. 2018-75576; (vi) as Instrument No. 2020-44003; (vii) as Instrument No. 2021-174959; (viii) as Instrument No. 2021-228869; (ix) as Instrument No. 2022-112640; (x) as Instrument No. 2023-24091; (xi) as Instrument No. 2023-71948; (xii) as Instrument No. 2023-134402; and (xiii) as Instrument No. 2024-20131.

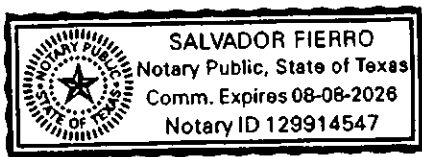
**PCR COMMUNITY ASSOCIATION, INC.,
A Texas Non-Profit Corporation**

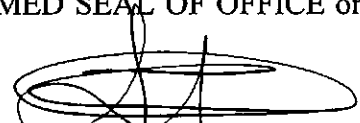
By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for PCR Community 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 22nd day of July, 2024.





Notary Public, State of Texas

Exhibit A

PCR COMMUNITY ASSOCIATION, INC.

**POLICY REGARDING THE COLLECTION AND PAYMENT
OF
ASSESSMENTS AND OTHER CHARGES AND FEES**

WHEREAS, the Board of Directors ("*Board*") of PCR Community Association, Inc., a Texas non-profit corporation ("*Association*"), is empowered to govern the affairs of the Association pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Phillips Creek Ranch Addition filed as Instrument No. 2010-121029 in the Official Public Records of Denton County, Texas, as supplemented and/or amended ("*Declaration*"), the Bylaws of the Association ("*Bylaws*"), and the Texas Business Organizations Code; and,

WHEREAS, the Board, on behalf of the Association, has determined that there is a need to adopt or amend a specific collection policy ("*Policy*") on the collection and payment of assessments¹ and other charges and fees owed to the Association pursuant to the Declaration; and

WHEREAS, it is the intent that this Policy shall rescind, amend, and restate all prior policies adopted by the Association governing the collection of assessments, the application of payments and payment plans, shall be applicable to all Members² of the Association, and shall remain in effect until otherwise rescinded, modified, or amended by the Board pursuant to the governing documents.

NOW, THEREFORE BE IT RESOLVED THAT, the following Policy on the collection of assessments and other charges and fees owed by the Members pursuant to the Declaration, including the application of payments and payment plans, is hereby adopted by the Board:

Due Date for Assessments – The Annual Base Assessment is billed in monthly installments and each installment shall be due on the 1st day of each month ("*Due Date*"). The Due Date for Special Assessments shall be determined by the Board. The Due Date for Individual Assessments shall be as set forth in any invoice sent to the Owner, or if not set forth in the invoice, within ten (10) days after the Individual Assessment has been levied to the Owner's account.

Delinquency Date for Assessment – Any monthly installment of the Regular Annual Assessment not paid by 5:00 p.m., on the 11th day of the month in which it is due shall be delinquent ("*Delinquency Date*"). The Delinquency Date for Special Assessments shall be determined by the Board. The Delinquency Date for Individual Assessments shall be twenty (20) days after the Due Date unless otherwise determined by the Board.

¹ The term "assessments" may include, as authorized by the Declaration, special assessments, specific assessments, individual assessments, initiation assessments, assessments, capital improvement assessments, and other sums assessed against any Lot. The Board may establish alternate payment schedules for certain assessments.

² The terms "Members" and "Owners" are used interchangeably in this Policy.

Late Charges – Any assessment not paid by the Delinquency Date shall result in the imposition of a late charge in the amount of \$25.00 a month. That is, a late charge shall be imposed on the 12th day of each and every month if any monthly installment of the Regular Annual Assessment is not paid by the Delinquency Date. Late charges in the amount of \$25.00 shall be imposed for any Special Assessment or Individual Assessment not paid by the Delinquency Date.

Returned Check Fees – A \$25.00 fee may be levied by the Association for any check returned to the Association marked “not sufficient funds” or the equivalent. Such amount shall be in addition to any charges made by the bank due to the dishonored check. Notwithstanding this provision, the Association may elect to pursue additional remedies at any time in accordance with applicable law. In addition, if two (2) or more of a Member’s checks are returned unpaid by the bank within any 12-month period, the Association may require that all of the Member’s future payments, for a period of one (1) year, be made by certified check or money order.

Lock Boxes – The Association may establish a lock box for receipt of all payments from Owners. PAYMENTS MADE TO A 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 LOCKBOX WILL BE INEFFECTIVE AND NOT BINDING ON THE ASSOCIATION. ANY DISPUTE OF AN ASSESSMENT OR RELATED CHARGE, ANY PROPOSED TENDER OF AN AMOUNT OF LESS THAN PAYMENT OF THE ENTIRE AMOUNT CLAIMED TO BE DUE BY THE ASSOCIATION INTENDED TO SATISFY THE OWNER’S DEBT IN FULL, OR ANY CHANGE IN THE IDENTITY, STATUS OR ADDRESS OF AN OWNER, TO BE VALID, MUST BE IN WRITING, AND SENT TO THE ASSOCIATION’S MANAGING AGENT AT THE ADDRESS SET FORTH IN THE MOST RECENTLY FILED MANAGEMENT CERTIFICATE. THE ACT OF CASHING A CHECK RECEIVED FROM AN OWNER BY THE ASSOCIATION DOES NOT CONSTITUTE AN ACCEPTANCE OF THAT AMOUNT AS PAID IN FULL, WHETHER OR NOT THE OWNER HAS NOTATED THAT SUCH AMOUNT MAKES THE ACCOUNT “PAID IN FULL”. THE ASSOCIATION RESERVES THE RIGHT TO ACCEPT PARTIAL PAYMENTS AND WILL NOTIFY THE OWNER OF ANY ADDITIONAL AMOUNTS OWED ALONG WITH A DUE DATE FOR THE REMAINDER OF THAT BALANCE.

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 Lot 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 Lot, will be valid and effective for all purposes pursuant to the Declaration and this 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. It is the responsibility of the Owner to update the Association with regards to any address, telephone number, or e-mail address changes.

Notification of Owner's Representative – Where the interests of an Owner in a Lot 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 Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

MAILINGS AND ACTION STEPS

The Association shall take the following actions to collect any assessment, fine, or charge not paid by the Delinquency Date, unless otherwise directed by the Board. Collectively, these actions shall be referred to herein as the “*Collection Steps*.” All fees and costs for the Collection Steps will be charged to the Owner's account.

- **Notice of Delinquency** – A Notice of Delinquency will be mailed after any assessment becomes delinquent. The Notice of Delinquency must be provided by first class mail to the Owner's last known mailing address or by email, if an email was provided.
- **Association Demand Letter** – An Association Demand Letter will be mailed no earlier than 30 days after the Notice of Delinquency is mailed. The Association Demand Letter shall: (i) be sent via Certified Mail and First-Class U.S. Mail; (ii) specify each delinquent amount and the total amount of the payment required to make the account current; (iii) provide a period of at least 45 days to bring the account current before the account is eligible to be referred to the Association's attorney; and (iv) provide information relative to the availability of a payment plan.
- **Final Notice Letter** – A Final Notice Letter will be mailed no earlier than 30 days after the Association Demand Letter is mailed and will provide a period of 30 days to bring the account current.
- **Intent to Lien Notice** – An Intent to Lien Notice will be mailed no earlier than 30 days after the Final Notice Letter is mailed and will provide a period of 30 days to bring the account current before the account is referred to an attorney to file an Assessment Lien against the property. The Assessment Lien may not be filed until at least 90 days after the date of the Association Demand Letter is sent to the Owner.
- **Lien Filing Notice** – A Lien Filing Notice will be mailed no earlier than 30 days after the Intent to Lien Notice is mailed, will advise the Owner that an Assessment Lien has been filed against the property, and will provide a period of 10 days to bring the account current before further collection measures are pursued.
- **Collection Warning Alert** – A Collection Warning Alert will be mailed no earlier than 10 days after the Lien Filing Notice is mailed and will provide a period of 30 days to bring the account current before the account is referred to an attorney for formal collection measures.
- **Attorney Demand Letter** – An Attorney Demand Letter will be mailed no earlier than 30 days after the Collection Warning Alert is sent.

- **Inferior Lien Notice of Default and Opportunity to Cure.**

If there is subordinate Deed of Trust lien on the property of the Owner, then counsel will also:

- (a) provide written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and
- (b) provide the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the notice is mailed.

- **Pre-Foreclosure Action Letter** – A Pre-Foreclosure Action Letter will be mailed no earlier than 30 days from the date the Attorney Demand Letter and will provide a period of 20 days to bring the account current before the account the initiation of foreclosure proceedings.

- **Foreclosure Proceedings** – Foreclosure proceedings will be initiated as approved by the Board. In the event the Member fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Member shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

- **Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure.** The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence an expedited foreclosure proceeding under Rules 735 and 736 of the Texas Rules of Civil Procedure.

- **Judicial Foreclosure.** The Association may file a suit for judicial foreclosure of the assessment lien, which suit may also seek a personal money judgment, and request an Order of Sale of the property.

- **Lawsuit for Money Judgment** – The Association may file suit for a money judgment in any court of competent jurisdiction.

- **Bankruptcy** – Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

- **Remedies Not Exclusive** – All rights and remedies provided in this Policy are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

- **Delegation of Collection Procedures** – From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to Management, an attorney, or a debt collector.

SUSPENSION OF PRIVILEGES

If provided for in the Declaration or the Bylaws, the Association Demand Letter may also inform the Member that if the delinquency is not cured or the Member fails to deliver a timely written request for a hearing with the Board to discuss and verify facts and attempt to resolve the matter, the Association may suspend the Member's common area/amenity use privileges. The Board may suspend the Member's right to use the recreational facilities within the common areas and/or suspend any other services provided by the Association. This includes, but is not limited to, the Member's right to use, as applicable, the community swimming pool, the amenity/community center, and pavilion area as well as the Member's right to participate in Association-sponsored events.

PAYMENT APPLICATION POLICY

Except as otherwise provided for and authorized by law, any payment received by the Association from a Member whose account reflects an unpaid balance shall be applied to the outstanding balance in the following order:

1. Any delinquent Assessment;
2. Any current Assessment;
3. Cost of collection, including attorney's fees and any other charges that could serve as the basis for foreclosure;
4. Any attorney's fees which were not incurred to collect assessments;
5. Violations fines; and
6. Any other amount owed the Association.

PAYMENT PLANS

It is the intention of the Association to work with Owners who have a legitimate reason and/or hardship interfering with their ability to satisfy their obligation to pay assessments to the Association, without penalizing those Owners who make their payments on time. Therefore, in an effort to assist these Owners in the payment of their assessments to the Association, an Owner shall have the right to enter into a Payment Plan Agreement:

1. Assessments that become due during the term of the Payment Plan Agreement must also be included and be paid as part of the payment plan.
2. The Payment Plan Agreement must include the total debt to the Association including late fees, interest, fines, collection costs, and the costs incurred by the Association to prepare the Payment Plan Agreement. Additional costs associated with administering the Payment Plan Agreement and interest on the unpaid balance which accrues during the term of the Payment Plan Agreement will be added to the Payment Plan Agreement. During the term of the Payment Plan Agreement, late charges shall accrue but shall be suspended and not added to the Owner's account.
3. To be eligible for the payment plan, the Owner must not have defaulted on a prior Payment Plan Agreement within the two (2) year period preceding the request for a payment plan.

4. The Payment Plan Agreement must contain a schedule setting forth the date each payment is required to be made under the Payment Plan Agreement (“Scheduled Due Date”), as well as the amount of each payment, and all payments must be received on or before the Scheduled Due Date.
5. The minimum payment schedule term is three (3) months and the maximum payment schedule term is six (6) months with equal payments unless otherwise approved by the Board.
6. Any Payment Plan Agreement approved *after* the foreclosure sale proceedings have been commenced may include delivery of a percentage, as determined by the Association, of the outstanding balance payable in certified funds.

Should the Owner default or otherwise violate their Payment Plan Agreement:

1. The Association’s Collection Steps shall be reinstated at the point of interruption when the Payment Plan Agreement was entered into by both parties.
2. All suspended and accrued late fees shall be reinstated to the Member’s account.
3. The Owner’s unpaid balance shall become immediately due and payable.

Any payments received after the breach of an approved Payment Plan Agreement shall be applied as set forth in the Declaration.

FEE WAIVER REQUEST

It is the intention of the Board to work with Owners who have a legitimate reason for making a late payment, but not to the detriment of Owners who make their payments on time. The Board recognizes that extenuating circumstances may prevent an Owner from paying assessments before they become delinquent. Therefore, the Board may grant a waiver to the payment of a portion of the fees owed due to delinquent assessments (*e.g.*, late fees or charges, collection fees, or interest charges) owed by an Owner subject to the following limitations:

1. Requests for waivers shall not be granted for any assessment, out of pocket collection costs to the Association, *e.g.*, demand letters, attorney fees, other collection expenses, etc.
2. Requests for waivers shall not be granted to any Owner who has previously received such a waiver within the past 12 months.
3. Requests for waivers shall not be granted to any Owner who has defaulted on a previously approved Payment Plan Agreement.
4. Waivers shall be limited to three (3) late fees without the need for further Board approval. The Board, upon the showing of good cause, may in its absolute and sole discretion, grant additional waivers.
5. All approved waivers will be subject to the Owner’s unpaid balance being received within five (5) business days of the date the waiver approval was communicated to the Owner. If an Owner is unable to pay the unpaid balance within this time-period, the waiver will be denied but the Owner will be allowed the opportunity to request a payment plan, if eligible under the terms of this Policy.

6. Late fees or other waived charges shall not be removed from the Member's account until the Owner's final payment has been received and cleared.

PARTIAL OR CONDITIONED PAYMENT

The Association may refuse to accept partial payments (*e.g.*, less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly return or refund the payment to the payer. A payment that is not returned or refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent assessments does not waive the Association's right to pursue or continue pursuing its remedies for payment in full of all outstanding obligations.

CREDIT REPORTING

In addition to all other collection measures set forth herein, the Association may also notify any credit bureau of an Owner's delinquency. The Association will follow all statutory notice and hearing requirements prior to reporting the Owner's delinquency to a credit bureau.

DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning subscribed to such terms in the Declaration.

CONFLICT

Notwithstanding the foregoing, no term or provision contained herein shall amend the Declaration. In the case of any conflict between this Policy and the Declaration, the Declaration shall control except as otherwise required by statute.

INDEPENDENT JUDGMENT

Notwithstanding the contents of this details Policy, the officers, directors, managing agent or community manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this Policy.

VERIFICATION OF INDEBTEDNESS AND COMPLIANCE WITH THE SOLDIERS' AND SAILORS' CIVIL RELIEF ACT

For so long as the collection of assessments may be subject to the requirements of the Fair Debt Collection Practices Act ("*FDCPA*"), all communications from Management and legal counsel will include such required notices as are prescribed by the FDCPA, the Soldiers and Sailors Relief

Act ("SCRA"), and the Texas Property Code. Furthermore, where an Owner requests verification of the indebtedness, Management will, upon notification of the Owner's request, supply such verification before any further collection action is taken with respect to such Owner. The exercise of the collection rights of the Association regarding assessments will in all ways comply with the FDCPA, the SCRA, and the Texas Property Code, to the extent such acts may apply.

SEVERABILITY AND LEGAL INTERPRETATION

In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, should any provision of this Policy be found by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes, in all respects, all prior policies and resolutions addressing the collection of assessments, the application of payments and payment plans by the Association and is effective upon its filing with the office of the County Clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

**PCR COMMUNITY
ASSOCIATION, INC.,**
a Texas nonprofit corporation

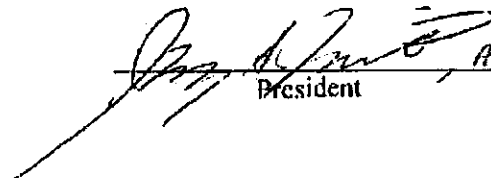
 **President** *AGENT OF PCR HOA*

Exhibit B

Exhibit B

All real property subject to the Declaration of Covenants, Conditions and Restrictions, Easements, Charges and Liens on and for Phillips Creek Ranch Addition, filed of record on December 3, 2010 as Document Number 2010-121029 in the Official Public Records of Denton County, Texas, including, but not limited to, the following:

- **Sheridan Addition**
Filed in Denton County, Texas on November 30, 2012
Document No. 2012-272
- **Phillips Creek Ranch Lonstar Ranch Parkway Entry**
Filed in Denton County, Texas on July 2, 2012
Document No. 2012-148, Code SF0333A
- **Phillips Creek Ranch Stonebrook Parkway Entry**
Filed in Denton County, Texas on July 2, 2012
Document No. 2012-149, Code SF0334A
- **Waterton - Phillips Creek Ranch Phase 2**
Filed in Denton County, Texas on December 14, 2012
Document No. 2012-295, Code SF0347A
- **Riverton - Phillips Creek Ranch Phase 1**
Filed in Denton County, Texas on December 14, 2012
Document No. 2012-296, Code SF0348A
- **Riverton - Phillips Creek Ranch Phase 1**
Filed in Denton County, Texas on October 25, 2013
Document No. 2013-300, Code SF0348A
- **Riverton - Phillips Creek Ranch Phase 3**
Filed in Denton County, Texas on April 29, 2013
Document No. 2013-125, Code SF0360A
- **Village At Phillips Creek Ranch**
Filed in Denton County, Texas on July 29, 2013
Document No. 2013-223, Code SF0362A
- **Windrose At Phillips Creek Ranch**
Filed in Denton County, Texas on July 29, 2013
Document No. 2013-220, Code SF0363A

- Mainvue At Phillips Creek Ranch Phase One
Filed in Denton County, Texas on May 16, 2014
Document No. 2014-168, Code SF0387A
- Layton - Phillips Creek Ranch Phase 4a
Filed in Denton County, Texas on July 11, 2014
Document No. 2014-260, Code SF0393A
- Layton - Phillips Creek Ranch Phase 4b
Filed in Denton County, Texas on July 25, 2014
Document No. 2014-274, Code SF0394A
- Phillips Creek Ranch Waterton Phase 3
Filed in Denton County, Texas on August 29, 2014
Document No. 2014-307, Code SF0398A
- Phillips Creek Ranch Waterton Phase 2
Filed in Denton County, Texas on August 29, 2014
Document No. 2014-304, Code SF0399A
- Phillips Creek Ranch Weston Phase 2
Filed in Denton County, Texas on February 13, 2015
Document No. 2015-59, Code SF0407A