

MERCER CROSSING COMMERCIAL ASSOCIATION, INC.

Assessment Collection Policy

(Adopted May 3, 2022)

WHEREAS, as provided in Article VIII, Section 8.1 of the Declaration of Covenants, Conditions and Restrictions for Mercer Crossing Commercial Property (the "*Declaration*"), each Owner of a Unit is obligated to pay Base Assessments, Special Assessments, and Specific Assessments to the Mercer Crossing Commercial Association, Inc. (the "*Association*"); and

WHEREAS, Base Assessments are determined as set forth in Article VIII, Section 8.3 of the Declaration; and

WHEREAS, Special Assessments are levied in accordance with Article VIII, Section 8.5 of the Declaration; and

WHEREAS, Specific Assessments are levied in accordance with Article VIII, Section 8.6; and

WHEREAS, all sums assessed against any Unit pursuant to the Declaration, together with costs of collection, reasonable attorney's fees, late charges and interest, are secured by a continuing lien on such Unit in favor of the Association as provided in Article VIII, Section 8.8 of the Declaration; and

WHEREAS, the Board desires to adopt and establish policies procedures for the collection of and payment of assessments levied against Units that remain unpaid beyond the prescribed due dates; and

WHEREAS, pursuant to the Declaration and Bylaws the Board has the right to enforce the provisions of the Declaration including, without limitation, the right to assess and collect assessments from Owners.

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, known as the "*Assessment Collection Policy*," to be followed by the Association in the discharge of its responsibilities regarding collection of assessments against Units:

1. Ownership Interests. Pursuant to Article VIII, Section 8.1 of the Declaration, the person who is the Owner of a Unit at the time the assessment became due is personally liable for the payment of that assessment. Nonetheless, upon the transfer of title to a Unit, the grantee shall be jointly and severally liable with the grantor for all charges owing on the date of transfer (excluding grantees who are first Mortgagees). As used herein, the term "*Delinquent Owner*" refers to that person or entity who held title to a Unit on the date an assessment became due. As used herein, the term "*Current Owner*" refers to that person or entity who holds title to a Unit on any relevant due date, delinquency date or collection action referenced herein. 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.

2. Due Dates. The Base Assessment shall be due and payable in advance on the first of each fiscal year (the “*Due Date*”). Special Assessments and Specific Assessments shall be due as determined by the Board of Directors. Any assessment not paid by the last day of the month in which it was due shall be delinquent (the “*Delinquency Date*”).

3. Required Notices and Correspondence.

Late Notice. If an assessment is not paid by the Delinquency Date, the Association will send a reminder (referred to as the “*Late Notice*”) to the Owner reminding the Owner that an assessment(s) is past due and requesting immediate payment.

Association Demand Letter. No sooner than sixty (60) days following the Due Date, the Association will send a demand for payment (referred to as the “*Association Demand*”) to the Delinquent Owner making formal demand for immediate payment of all outstanding amounts, including interest, late charges, and costs of collection.

4. Interest and Late Charges. Pursuant to Article VIII, Section 8.1 of the Declaration, any assessment not paid by the Delinquency Date shall incur interest at the rate of 10% per annum and a late charge as may be determined by the Board. The Board has set the late charge at an amount equal to 5% of the amount of the assessment not paid by the Delinquency Date. A late charge shall be added to the account of a Delinquent Owner each month that any assessment or a portion thereof remains unpaid. The Board may, in its sole discretion, waive the collection of all or a portion of accrued interest or late charges added to the account; provided, however, that the waiver of any interest or late charge shall not constitute a waiver of the Board’s right to collect any future interest or late charges.

5. Handling Charges and Return Check Fees. In order to recoup for the Association, the costs of collection 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 and Payment Plan Policy:

- a. Any handling charges, administrative fees, postage, or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.
- b. A charge of not less than \$25.00 or the amount charged by the bank or financial institution, whichever is greater, along with all bank charges, 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 5 will be deemed a cost of collection and 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 incurrance of such charge, fee, or expense.

6. Ownership Records. All collection notices and communications will be directed to those entities or 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, the Bylaws and this Assessment Collection and Payment Plan Policy until such time as there is actual receipt by the Association of written notification of any change in the identity or status of such Owner or its address or both.

7. 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.

8. Referral to Legal Counsel. If the delinquency is not cured in full, including all other charges then owing, within thirty (30) days of the date of the Association Demand, 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 and Payment Plan 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.

9. Legal Action. Legal counsel for the Association will take the following actions with regard to delinquencies referred to it:

- a. Alternative Collection Remedies. At each step in the collection process the Board, acting with input and recommendations from Management and counsel, will evaluate which remedy to pursue which appears to be in the best interest of the Association for recovery of unpaid assessments. Determination at one point to pursue one course of action will in no way limit or impair the right of the Association to initiate action in a different or supplemental direction, provided all procedures and steps called for by the Declaration, the Bylaws and this Assessment Collection and Payment Plan Policy are followed.
- b. Demand Letter. As the initial correspondence to a Delinquent Owner, counsel will send a demand letter (the "Demand Letter") to the Owner making formal demand 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 require the Owner to pay in full all amounts demanded within thirty (30) days of the date of the Demand Letter. The Association may skip the Demand Letter process set forth in this subsection b, and proceed with collection procedures set forth below only to the extent allowed by law, and as may be determined from time to time by the Board of Directors.

- c. Notice of Lien. If a Delinquent Owner fails to pay the amounts demanded in the Demand Letter sent by counsel within thirty (30) days of the date of the Demand Letter, counsel will, upon direction from the Board and/or Management, order a search of the land records to determine a current ownership of the Unit on which the delinquency exists and cause to be prepared and executed, and recorded in the Official Public Records of Dallas 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 twenty (20) days of the date of the transmittal to the Owner of the Notice of Lien.
- d. Non-Judicial Foreclosure, Judicial Foreclosure or Personal Judgment Suit. 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, or the most recent demand for payment from counsel as the case may be, the continued delinquency of unpaid assessments owing will be reported to the Board by Management, together with all pertinent facts concerning the delinquency and the ramifications of the proposed foreclosure of the Unit. As soon as practical thereafter, the Board and/or Management will direct counsel to pursue a non-judicial foreclosure of the assessment lien, initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the assessment lien 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.

10. Compromise of Assessment Obligations. 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 late charge, interest, legal fee but not any other applicable charge.

IT IS FURTHER RESOLVED that this Assessment Collection Policy is effective upon its filing with the Office of the Dallas County Clerk, and shall remain in force and effect until revoked, modified or amended by the Board.

This is to certify that the foregoing Assessment Collection Policy was adopted by the Board of Directors at a meeting of same on May 3, 2022, and has not been modified, rescinded, or revoked.

[SIGNATURE TO FOLLOW]

DATE: May 3, 2022.

**MERCER CROSSING COMMERCIAL
ASSOCIATION, INC.,
a Texas non-profit corporation**

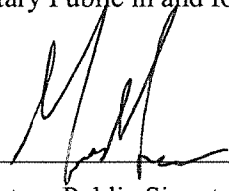


Brock Babb, Board President

STATE OF TEXAS §
COUNTY OF DALLAS §

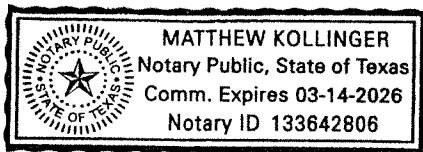
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Brock Babb, Board, President of the Mercer Crossing Commercial Association, Inc., before me on this 4th day of MAY, 2022, in the capacity of Board President as named above.

Notary Public in and for the State of Texas



Notary Public Signature

[SEAL]



My Commission Expires:

3-14-26

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202200127912

eRecording - Real Property

Recorded On: May 06, 2022 10:22 AM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$42.00

******* 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:

Document Number: 202200127912
Receipt Number: 20220506000220
Recorded Date/Time: May 06, 2022 10:22 AM
User: Kevin T
Station: CC18

Record and Return To:

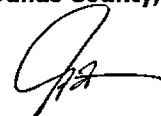
Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

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 Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.