

SUGAR CREEK HOMES ASSOCIATION
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Sugar Land, Texas 77478
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281.491.0060 <mailto:tricity@awesomenet.net>

ASSOCIATION'S COLLECTION POLICY

- I. The name of the Subdivisions are Sugar Creek, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 34, and Tiffany Square.
- II. The name of the Association is SUGAR CREEK HOMES ASSOCIATION.
- III. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision, and the recording data for the Declaration (i.e., Deed Restrictions) for each Section of the Subdivision is as follows:

Map(s) or Plat(s) Records of Fort Bend County, Texas:

Tiffany Square:	Volume 7, Page 10;
Sugar Creek, Section 1:	Volume 7, Page 1;
Sugar Creek, Section 2:	Volume 8, Page 7;
Sugar Creek, Section 3:	Volume 8, Page 13;
Sugar Creek, Section 4:	Volume 8, Page 14;
Sugar Creek, Section 5:	Volume 8, Page 14;
Sugar Creek, Section 6:	Volume 10, Page 13;
Sugar Creek, Section 7:	Volume 10, Page 9;
Sugar Creek, Section 8:	Volume 10, Page 10;
Sugar Creek, Section 9:	Volume 10, Page 14;
Sugar Creek, Section 10:	Volume 12, Page 6;
Sugar Creek, Section 11:	Volume 11, Page 8;
Sugar Creek, Section 12:	Volume 18, Page 1;
Sugar Creek, Section 14:	Volume 17, Page 2;
Sugar Creek, Section 17:	Volume 17, Page 3;
Sugar Creek, Section 18:	Volume 32, Page 5;
Sugar Creek, Section 19:	Volume 17, Page 9;
Sugar Creek, Section 20:	Volume 19, Page 10;
Sugar Creek, Section 21:	Volume 17, Page 11;
Sugar Creek, Section 22:	Volume 17, Page 12;
Sugar Creek, Section 23:	Volume 17, Page 13;
Sugar Creek, Section 24:	Volume 17, Page 14;
Sugar Creek, Section 25:	Slide 1201A;
Sugar Creek, Section 26:	Volume 22, Page 17;
Sugar Creek, Section 27:	Volume 21, Page 36;
Sugar Creek, Section 28:	Volume 22, Page 2; and

Sugar Creek, Section 34: Volume 30, Page 8.

Deed Restrictions (Deed Records of Fort Bend County, Texas):

Tiffany Square:	Volume 538, Pages 366-375;
Sugar Creek, Section 1:	Volume 529, Pages 781-795;
Sugar Creek, Section 2:	Volume 540, Pages 283-294;
Sugar Creek, Section 3:	Volume 544, Pages 49-61;
Sugar Creek, Section 4:	Volume 547, Pages 764-776;
Sugar Creek, Section 5:	Volume 548, Page 367-381;
Sugar Creek, Section 6:	Volume 571, Pages 475-488;
Sugar Creek, Section 7:	Volume 560, Pages 906-918;
Sugar Creek, Section 8:	Volume 563, Pages 142-156;
Sugar Creek, Section 9:	Volume 563, Pages 157-171;
Sugar Creek, Section 10:	Volume 588, Pages 514-527;
Sugar Creek, Section 11:	Volume 582, Pages 166-181;
Sugar Creek, Section 12:	Volume 860, Pages 351-366;
Sugar Creek, Section 14:	Volume 655, Pages 404-414;
Sugar Creek, Section 17:	Volume 960, Pages 260-270;
Sugar Creek, Section 18:	Volume 1311, Pages 524-534;
Sugar Creek, Section 19:	Volume 795, Pages 149-159;
Sugar Creek, Section 20:	Volume 794, Pages 793-804;
Sugar Creek, Section 21:	Volume 795, Pages 161-172;
Sugar Creek, Section 22:	Volume 750, Pages 13-23;
Sugar Creek, Section 23:	Volume 756, Pages 204-217;
Sugar Creek, Section 24:	Volume 696, Pages 654-663;
Sugar Creek, Section 25:	Volume 2439, Pages 2090-2105;
Sugar Creek, Section 26:	Volume 826, Pages 770-780;
Sugar Creek, Section 27:	Volume 820, Pages 576-586;
Sugar Creek, Section 28:	Volume 860, Pages 335-350; and
Sugar Creek, Section 34:	Volume 1054, Pages 321-330.

IV. **COLLECTION POLICY:** The Association provides a number of services for the Sugar Creek community. While the vast majority of property owners ("Owners") do timely pay, there is generally a small percentage of owners who do not. The obligation to pay annual assessments/maintenance charges ("assessments") is mandatory for all property owners. The Association's current Collection Policies and Procedures are as follows:

1. The Association mails out invoices at least thirty (30) days before the due date.
2. Payment in full is due annually in advance on January 1 of each year. However, there is no late fee, penalty or interest charged so long as the full payment is received by the Association on or before January 31 of each year.
3. Should an Owner fail to pay the full amount of the assessment currently due on or before

January 31 of any year, the Association will apply the following schedule:

- a) At any time after January 31, the Association may authorize the preparation and recording of an Affidavit or Notice of Lien (e.g., identifying the delinquent property by address and legal description, identifying the Owner(s), and evidencing the amount of the current delinquency).
- b) A delinquent statement including penalty and interest, late fees and any other additional fees will be mailed in February.
- c) A delinquency letter offering a payment plan and enclosing a copy of the Association's payment plan policy will be mailed (via Certified Mail, Return Receipt Requested and via Regular U. S. Mail) in March.
- d) Cost of certified mail and regular mail postage referenced in item "c" above will be applied to each delinquent account in March of each year.
- e) During the course of a payment plan, the Association may charge interest at the rate it is entitled to under its Governing Documents and may also charge reasonable costs of administering the payment plan. The current fee assessed for administering a payment plan is \$35.00.
- f) If an Owner(s) default(s) on a payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with that owner(s) relative to annual assessments and/or special assessments for the next two (2) years.
- g) All charges that remain delinquent with no payment arrangements, or with defaulted payment arrangements, may be referred to the Association's Attorney for a legal demand letter(s) and further legal action as may be authorized by the Association.
- h) Pursuant to the Restrictions, and pursuant to applicable Texas Statutory Law, legal fees, expenses and costs incurred in the Association's effort to collect a delinquent assessment account, will be charged back to the assessment account and shall be secured by the Association's assessment lien, and reimbursement thereof shall be the responsibility of the Owner(s).
- i) All delinquent items, whether with the attorney's office or whether being handled by the manager, are subject to periodic review by the Association's Legal Committee.

Sugar Creek Homes Association / Collection Policy

CERTIFICATION

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"I, the undersigned, being the President of SUGAR CREEK HOMES ASSOCIATION, hereby certify that the foregoing Collection Policy Resolution was adopted by at least a majority of the Association's Board of Directors, and such Collection Policy Resolution has never been modified or repealed, and is now in full force and effect."

SUGAR CREEK HOMES ASSOCIATION

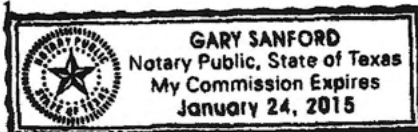
By: William J. Hickl III
Printed name: William J. Hickl III
Office Held: President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared William J. Hickl III, President of SUGAR CREEK HOMES ASSOCIATION, a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 2nd day of November, 2011



Gary Sanford

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS