



**CERTIFICATION
BTV NO. 3 HOMEOWNERS' ASSOCIATION
[Payment Plan Policy]**

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of BTV No. 3 Homeowners' Association, a Texas non-corporation (the "Association") established pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3, dated August 28, 1979, and recorded in Volume 79201, Page 1477, of the Deed Records of Dallas County, Texas; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated April 18, 1980, recorded in Volume 80082, Page 281, of the Deed Records of Dallas County, Texas; as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated May 15, 1989, recorded in Volume 89133, Page 803 *et. seq.*, of the Deed Records of Dallas County, Texas; and as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated December 10, 2005, as Instrument No. 200503618414, in the Official Public Records of Dallas County (as amended, the "Declaration"), regarding certain real properties more particularly described in the Declaration, reference to which is hereby made for all purposes; and

2. That the attached Payment Plan Policy was duly adopted at a meeting of the Board of Directors of the Association, where a quorum was present, held on the 16th day of JANUARY, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 16th day of May, 2013.

Marcia Messenger
Name: MARCIA MESSINGER
Title: Secretary

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared Marcia B. Messenger the Secretary of BTV No. 3 Homeowners' Association, a Texas non-profit corporation known by 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 and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 16 day of May, 2013.

[Signature]

Notary Public – State of Texas

After Recording Return To:
Thomas L. Staley, Esq.
GEARY, PORTER & DONOVAN, P.C.
16475 Dallas Parkway
Suite 400
Addison, Texas 75001



It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. Applicability. This policy only applies to delinquent regular assessments, special assessments or other amounts owed the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.

2. Term. The term for a payment plan offered by the Association shall be not less than three (3) months or more than eighteen (18) months as determined by the Board, with the payments being in equal monthly amounts.

3. Payment Plan Agreement. The Owner shall be obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement.

4. Sums Included in Plan. The payment plan shall include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan shall not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement shall provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. Grace Period. There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Payment Plan Agreement.

6. Administrative Costs and Interest. The Association shall add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows:

\$25.00 for the preparation of a Payment Plan Agreement and \$5.00 per payment for receiving, documenting and processing each payment. During the term of the payment plan, interest shall continue to accrue on delinquent assessments at the rate provided in the Declaration.

7. Monthly Penalties. During the term of the payment plan, the Association shall not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include late charges and fees otherwise charged by the management company and/or Association and added to the Owner's account as a result of the account being delinquent, if any.

8. Default. If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner shall be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement shall automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner shall not be a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void shall not reinstate the Payment Plan Agreement.

9. Owners Not Eligible for a Payment Plan. The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
06/04/2013 11:03:23 AM
\$24.00



A handwritten signature in black ink, appearing to be "JFW", is written over the seal.

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