



VG-364-2022-202200281350

Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202200281350

Real Property Recordings

Recorded On: October 27, 2022 01:11 PM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$54.00

***** 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: 202200281350
Receipt Number: 20221027000561
Recorded Date/Time: October 27, 2022 01:11 PM
User: Thelma B
Station: CC03

Record and Return To:

Geary, Porter & Donovan PC
16475 Dallas Parkway Ste 400
ADDISON TX 75001



STATE OF TEXAS
Dallas County

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

**CERTIFICATION FOR
RECORDATION OF DEDICATORY INSTRUMENT OF
BTV NO. 3 HOMEOWNERS' ASSOCIATION
[Fine and Enforcement 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-profit 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; 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; and as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree No. 3 dated effective October 21, 2022 recorded under Clerk's File No. 202200276800 of the Official Public Records of Dallas County, Texas (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 Fine and Enforcement Policy was duly adopted at a meeting of the Board of Directors of the Association, where a quorum was present, held on the 24th day of October, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 27 day of October, 2022.

Helen Perry
Name: HELEN PERRY
Title: Secretary, BTV No. 3 HOA

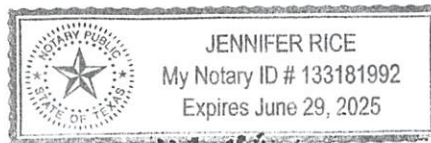
STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared Helen Perry 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 27th day of October, 2022.

Jennifer Rice
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



FINE AND ENFORCEMENT POLICY

1. Background. BENT TREE VILLAGE NO. 3 is subject 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, as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree No. 3 dated effective December 10, 2005 recorded under Clerk's File No. 200503618414 of the Official Public Records of Dallas County, Texas, and as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree No. 3 dated effective October 21, 2022 recorded under Clerk's File No. 202200276800 of the Official Public Records of Dallas County, Texas (as amended, the "Declaration"), as the same may be amended from time to time ("**Declaration**"). In accordance with the Declaration, BTV NO. 3 HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation (the "**Association**"), was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, By-Laws, and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this Fine and Enforcement Policy (this "**Policy**") to establish equitable policies and procedures for the levy of fines within the Association in compliance with Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this Policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Terms used in this Policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of

the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine may be capped. The initial schedule of fines adopted by the Association is attached hereto as Exhibit A (“*Schedule of Fines*”).

5. Violation Notice. Before the Association may suspend an owner’s right to use a common area, file a suit against an Owner other than a suit to collect a regular annual assessment, or a special assessment, or foreclose under an Association’s lien, charge an Owner for property damage, or levy a fine for a violation of the Restrictions, the Association shall give written notice by electronic mail (if such Owner has permitted the Association to use such method of notice) or by certified mail to the Owner at the Owner's last known address (or e-mail address) as shown on the Association's records. The Association’s written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation, if the violation is of a curable nature and does not pose a threat to public health or safety; (5) a deadline by which the violation is required to be cured to avoid the fine or suspension, if the violation is of a curable nature and does not pose a threat to public health or safety; (6) the amount of the fine; and (7) statement that the Owner (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety, (B) may request a hearing pursuant to Section 209.007 of the Act on or before the thirtieth (30th) day after the date the notice was mailed to the Owner, (C) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty, and (D) if the hearing held pursuant to Section 209.007 of the Act is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee’s decision to the Board by written notice to the Board. The notice sent out pursuant to this paragraph is further subject to the following:

- a. Foreclosure and Injunctive Relief. The notice and the Owner’s opportunity to exercise rights available under this *Section 5* shall not apply to a violation if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. Any such suits filed shall be subject to Sections 209.007(d) and other applicable provisions of the Act and applicable law.
- b. Opportunity to Cure. The deadline set forth in the notice by which the Owner must cure the violation must provide a reasonable period to cure the violation if the violation is of a curable nature and does not pose a threat to public safety. If

the Owner cures the violation by the deadline specified in the notice, a fine shall not be assessed for the violation.

- c. Repeat Violation. The Owner shall not be entitled to notice or the opportunity to exercise its rights available under this *Section 5* in connection with any violation for which the Owner has been previously given notice in accordance with this *Section 5* and the opportunity to exercise any rights available under this *Section 5* in the preceding six (6) months. The Board may assess fines against an Owner committing repeated violations, with the amount of each fine increasing for each repeated violation, as set forth in the *Schedule of Fines*.
- d. Continuous Violation. After an Owner entitled to notice has been notified of a violation as set forth herein and assessed a fine for a violation, in the amounts set forth in the *Schedule of Fines*, the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, weekly, monthly, or quarterly amount as determined by the Board.
- e. Threat to Public Health or Safety; Uncurable Violations. For purposes of this *Section 5*:
 - 1. A violation is considered a “threat to public health or safety” if the violation could materially affect the physical health or safety of an ordinary resident.
 - 2. A violation is considered “uncurable” if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this subsection, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. The following are examples of acts considered uncurable for purposes hereof: (A) shooting fireworks; (B) an act constituting a threat to health or safety; (C) a noise violation that is not ongoing; (D) property damage, including the removal or alteration of landscape; and (E) holding an event prohibited by the Restrictions. The following are examples of acts considered curable for purposes hereof: (W) a parking violation; (X) a maintenance violation; (Y) the failure to construct improvements or modifications in accordance with approved plans and specifications; and (Z) an ongoing noise violation such as a barking dog.

6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the “Request”) to the Board within thirty (30) days after the violation notice was sent to the Owner as provided above. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the

FINE AND ENFORCEMENT POLICY

hearing at least (10) days before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Act. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit B.

7. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

8. Collection of Fines. The Association is not entitled to collect a fine from an Owner entitled to notice and an opportunity to be heard unless the Association has given such Owner notice and an opportunity to be heard pursuant to Section 209.006 and Section 209.007 of the Act. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

9. Amendment of Policy. This Policy may be revoked or amended from time to time by the Board. This Policy will remain effective until the Association records an amendment to this Policy in the Official Public Records of Dallas County, Texas.

EXECUTED to be effective as of the 24th day of October, 2022.

BOARD OF DIRECTORS:

Cindy Petrie Clark
Barbara Hughes
Helen Perry
Lair B. Shaw
Ann D. Coughlin

EXHIBIT A TO FINE AND ENFORCEMENT POLICY

SCHEDULE OF FINES

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board may set fines in daily, weekly, monthly, or quarterly amounts as determined by the Board. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES:

New Violation:

Fine Amount:

Notice of violation and Right to Cure*

\$25.00 (may be avoided if Owner cures the violation by the time specified in the notice)

Repeat Violation: **

1st Notice
2nd Notice
3rd Notice
4th Notice

\$50.00
\$75.00
\$100.00
\$125.00

Continuous Violation:

Continuous Violation Notice

Amount as determined by the Board on a case by case basis.

*Provided the violation is of a curable nature and does not pose a threat to public health or safety.

** Violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action.

EXHIBIT B TO FINE AND ENFORCEMENT POLICY
HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Documents sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Act, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer.

This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.