

**RESOLUTION OF
THE WATERVIEW COMMUNITY
ASSOCIATION, INC. BOARD OF DIRECTORS
ESTABLISHING A
PAYMENT PLAN POLICY**

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a Payment Plan Policy to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

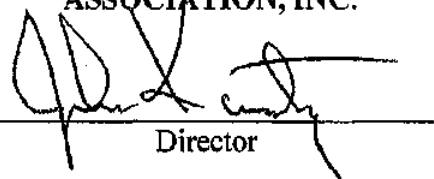
1. Owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declaration.
3. All Payment Plans must be in writing on the form provided by the Association.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as four (4) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total delinquent balance up to \$1,500 – will require an initial payment of 50% of the amount due and payment of the balance in two (2) monthly installments
 - b. Total delinquent balance over \$1,500 – will require an initial payment of 30% of the amount due and payment of the balance in three (3) monthly installments
6. On a case-by-case basis, upon request of the owner and concurrence of the Board, the Board, in its sole and absolute discretion, may agree to waive charges which are not assessments or costs incurred by the Association.



7. A Payment Plan must include sequential monthly payments due on the 15th day of each month during the term of the payment plan. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees. As accrued interest will be added to the last payment under the Payment Plan, homeowner must contact payment plan administrator to determine amount of final payment.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner fails to make payments as specified in the Payment Plan, the payment plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. A Payment Plan will be voided if the owner:
 - a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. does not make up a payment if notified by the Association of a missed payment as a courtesy; or
 - d. makes a payment for less than the agreed upon amount and does not make up the deficit on the next payment; or
 - e. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declaration and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This is to certify that the foregoing Resolution was adopted by the Board of Directors on December 16, 2011, and shall remain effective until such Resolution is modified, rescinded or revoked.

WATERVIEW COMMUNITY
ASSOCIATION, INC.



Director

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

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**THIRD SUPPLEMENTAL
CERTIFICATE AND MEMORANDUM
OF RECORDING OF DEDICATORY INSTRUMENTS FOR
WATERVIEW COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The undersigned, as attorney for the WaterView 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 with the WaterView community in Rowlett, Texas as set forth on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

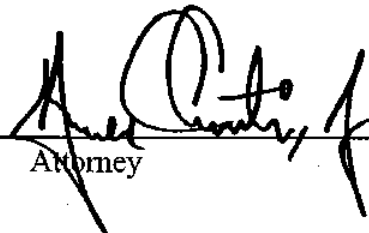
- ***Resolution of the WaterView Community Association, Inc. Board of Directors Establishing a Payment Plan Policy*** (Exhibit "A").

All persons or entities holding an interest in and to any portion of property within the WaterView community are subject to the foregoing dedicatory instrument.

IN WITNESS WHEREOF, the WaterView Community Association, Inc. has caused this Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the Office of the Dallas County Clerk, and serves to supplement that certain Certificate and

Memorandum of Recording of Association Documents for Waterview Community Association, Inc. filed on December 3, 2008, as Instrument No. 20080378811 in the Official Public Records of Dallas County, Texas, that certain First Supplemental Certificate and Memorandum of Recording of Association Documents for Waterview Community Association, Inc. filed on June 3, 2009, as Instrument No. 200900157922 in the Official Public Records of Dallas County, Texas, that certain Second Supplemental Certificate and Memorandum of Recording of Association Documents for Waterview Community Association, Inc. filed on December 22, 2011, as Instrument No. 20110033233 in the Official Public Records of Dallas County, Texas.

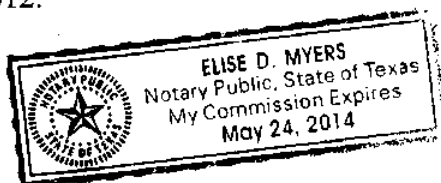
**WATERVIEW COMMUNITY
ASSOCIATION, INC.**

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 the WaterView 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 23rd day of January, 2012.



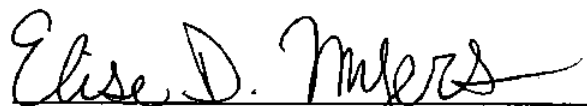

Notary Public, State of Texas

EXHIBIT B

Those tracts and parcels of real property located in the City of Rowlett, Dallas County, Texas and more particularly described as follows:

- (a) All real property subject to the Declaration of Covenants, Conditions and Restrictions for The WaterView Community, executed by Snapdragon Properties Associates, L.P., as Declarant, recorded on July 7, 1998, in Volume 98131, Page 00453, *et seq.*, in the Real Property Records of Dallas County, Texas, and any other applicable refilings or replatings thereof or amendments, corrections or supplements thereto; and
- (b) All lots and tracts of land situated in **WaterView, PHASE ONE, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98203, Page 10, Map Records, Dallas County, Texas; and**
- (c) All lots and tracts of land situated in **WaterView, PHASE TWO, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98203, Page 9, Map Records, Dallas County, Texas; and**
- (d) All lots and tracts of land situated in **WaterView, PHASE THREE, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98203, Page 8, Map Records, Dallas County, Texas; and**
- (e) All lots and tracts of land situated in **WaterView, PHASE 4A, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 99083, Page 88, Map Records, Dallas County, Texas; and**
- (f) All lots and tracts of land situated in **WaterView, PHASE 4B, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 99137, Page 723, Map Records, Dallas County, Texas; and**
- (g) All lots and tracts of land situated in **WaterView, PHASE 5A, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 99191, Page 423, together with a replat thereof recorded in Volume 2000097, Page 908, Map Records, Dallas County, Texas; and**
- (h) All lots and tracts of land situated in **WaterView, PHASE 5B, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2000151, Page 2744, Map Records, Dallas County, Texas; and**
- (i) All lots and tracts of land situated in **WaterView, PHASE 5C, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof**

**recorded in Volume 2001129, Page 01092, Map Records, Dallas County, Texas;
and**

- (j) All lots and tracts of land situated in WaterView, PHASE 5D, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2000093, Page 03565, Map Records, Dallas County, Texas;
and**
- (k) All lots and tracts of land situated in WaterView, PHASE 6A, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2000151, Page 2738, Map Records, Dallas County, Texas;
and**
- (l) All lots and tracts of land situated in WaterView, PHASE 6B, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2000151, Page 2741, Map Records, Dallas County, Texas;
and**
- (m) All lots and tracts of land situated in WaterView, PHASE 6C, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2002040, Page 00011, Map Records, Dallas County, Texas;
and**
- (n) All lots and tracts of land situated in WaterView, PHASE 7, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001001, Page 143, Map Records, Dallas County, Texas;
and**
- (o) All lots and tracts of land situated in WaterView, PHASE 8A, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001058, Page 00111, Map Records, Dallas County, Texas;
and**
- (p) All lots and tracts of land situated in WaterView, PHASE 8B, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2002229, Page 102, Map Records, Dallas County, Texas;
and**
- (q) All lots and tracts of land situated in WaterView, PHASE 8C, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2003102, Page 68, Map Records, Dallas County, Texas; and**

- (r) All lots and tracts of land situated in **WaterView, PHASE 9, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2004019, Page 89, Map Records, Dallas County, Texas; and**
- (s) All lots and tracts of land situated in **WaterView, PHASE 10, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001076, Page 02955, Map Records, Dallas County, Texas; and**
- (t) All lots and tracts of land situated in **WaterView, PHASE 11A, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001076, Page 02961, Map Records, Dallas County, Texas; and**
- (u) All lots and tracts of land situated in **WaterView, PHASE 11B, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001058, Page 00114, Map Records, Dallas County, Texas; and**
- (v) All lots and tracts of land situated in **WaterView, PHASE 12, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2001076, Page 02959, Map Records, Dallas County, Texas; and**
- (w) All lots and tracts of land situated in **WaterView, PHASE 13, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2002229, Page 104, Map Records, Dallas County, Texas; and**
- (x) All lots and tracts of land situated in **WaterView, PHASE 14, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 2004221, Page 208, Map Records, Dallas County, Texas; and**
- (y) All lots and tracts of land situated in **Villas at WaterView, PHASE 1, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98158, Page 00608, Map Records, Dallas County, Texas; and**
- (z) All lots and tracts of land situated in **Villas at WaterView, PHASE 2, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98158, Page 00609, Map Records, Dallas County, Texas; and**

- (aa) All lots and tracts of land situated in **Villas at WaterView, PHASE 3, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 98158, Page 00612, Map Records, Dallas County, Texas.**

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
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