

AFTER RECORDING RETURN TO:

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

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PRESTON HIGHLANDS NORTH ESTATES

**STATE OF TEXAS §
 §
COUNTY OF COLLIN §**

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates was filed on March 8, 1996, and is recorded as Instrument No. 96-049123 in the Official Public Property Records of Collin County, Texas, (the "Declaration"); and

WHEREAS, the Declaration was amended by virtue of that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates, filed on June 13, 1996 and recorded as Instrument No. 96-0049330 in the Official Public Property Records of Collin County, Texas (the "First Amendment"); and

WHEREAS, additional property was subjected to the Declaration by virtue of that certain Declaration of Annexation and Supplemental Declaration No. 1 filed on October, 15, 1996 and recorded as Instrument No. 96-0089630 in the Official Public Property Records of Collin County, Texas (the "First Supplement"); and

WHEREAS, additional property was subjected to the Declaration by virtue of that certain Declaration of Annexation and Supplemental Declaration No. 2 filed on February 11, 1998 and recorded as Instrument No. 98-0012805 and in Volume 4099, Page 0997 of the Official Public

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PRESTON HIGHLANDS NORTH ESTATES

Property Records of Collin County, Texas (the “Second Supplement”); and

WHEREAS, the Declaration was amended and additional property was subjected to the Declaration by virtue of that certain Declaration of Annexation and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates, filed on October 4, 2004 and recorded as Instrument No. 2004-0145122 and in Volume 5755, Page 04083 of the Official Public Property Records of Collin County, Texas (the “Second Amendment”); and

WHEREAS, the Declaration, the First Amendment, the First Supplement, the Second Supplement and the Second Amendment are hereinafter referred to, collectively, as the “PHNE Declaration;” and

WHEREAS, the PHNE Declaration affects certain real property in the City of Frisco, Collin County, Texas, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, pursuant to Section 209.0041 (h) of the Texas Property Code, the PHNE Declaration may be amended or modified by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on an amendment to the PHNE Declaration; and

WHEREAS, no less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on an amendment to the PHNE Declaration have approved of this Third Amendment to the PHNE Declaration.

NOW, THEREFORE, the PHNE Declaration is hereby amended as follows:

- 1) Article VIII of the PHNE Declaration is hereby amended by adding Section 22, which shall read, in its entirety, as follows:

Section 22. Leasing and Rental Properties.

- (a) **Additional Definitions:**

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PRESTON HIGHLANDS NORTH ESTATES**

- (i) **Dedicatory Instruments-** “Dedicatory Instruments” means each governing instrument covering the establishment, maintenance, and operation of the Association. This term includes the Declaration, Bylaws, Policies, and Rules and Regulations of the Association and all amendments thereto.
- (ii) **Effective Date-** “Effective Date” shall mean the date an instrument containing this Article VIII, Section 22 is recorded in the Official Public Records of Collin County, Texas.
- (iii) **Landlord-** “Landlord” means the Owner leasing a Lot to a third-party, even if that Owner has a management company that is in charge of leasing and/or managing the Lot.
- (iv) **Lease-** A “Lease” includes any written or oral agreement between a landlord and a tenant that establishes or modifies the terms, conditions or other provisions regarding the use and occupancy of the Lot and the Unit thereon.
- (v) **Leasing-** “Leasing” is defined as the regular, exclusive occupancy of a Unit by any person other than the Owner for which the Owner, or any designee of the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. If the Lot is owned by a trust and the beneficiary of the trust is living in the Unit, that Unit shall be considered Owner-occupied rather than leased.
- (vi) **Lessee-** “Lessee” shall be considered the same as Tenant for purposes of this Declaration.
- (vii) **Lease to Purchase Agreements & Contracts for Deeds-** Shall be considered the same as Leasing for purposes of this Declaration.
- (viii) **Registration-** “Registration” means the process where Owners submit a “Lease registration form” to the HOA for each existing tenant/lease, in a form prepared for the HOA by the Board of Directors.
- (ix) **Renting-** “Renting” shall be considered the same as Leasing for purposes of this Declaration.
- (x) **Tenant-** “Tenant” means the person(s) authorized by the Lease to occupy the Unit, which would include the named lessee(s). There may be more tenants than lessees for a Unit unless the context indicates otherwise.
- (b) **Partial Rental Arrangements.** Lots and the Unit thereon shall only be leased in their entirety - separate rooms, floors or other areas within a Lot or Unit may not be separately leased, unless approved by the Board. Leasing of a bedroom may be

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PRESTON HIGHLANDS NORTH ESTATES**

permitted, upon written request to and approval by the Board, for a term of at least thirty (30) consecutive days in an Owner-occupied Unit.

- (c) *Maximum Leases Allowed.* *From and after the Effective Date, no more than fifteen percent (15%) of the Lots in the Association shall be subject to a Lease at any given time unless otherwise provided by law.*
- (d) *Minimum Leasing Duration.* *Any Lease must be for a term of at least six (6) consecutive months unless otherwise approved by the board in writing. Short term house swapping, renting or leasing arrangements, including agreements (anything less than the minimum leasing duration) through Airbnb, VRBO or otherwise are specifically and expressly prohibited. Month-to-month terms are permitted at the end of the current lease if the lease, which has reached its stated end date, had a one year or greater original term, and the month-to-month terms does not last more than six months.*
- (e) *Ownership Requirement.* *Upon acquiring an ownership interest in a Lot or Unit, the Owner may not lease the Lot, Unit, or any portion thereof, until the expiration of twelve (12) months from the date of the closing of the sale of the Lot or recording of the deed to the Lot which conveys title, whichever is earlier; provided that the Owner may lease the Unit thereon pursuant to Board approval of a hardship. After the expiration of the twelve (12) month period, the Owner may lease the Lot and the Unit thereon subject to the other terms contained in herein.*
- (f) *Rental to Registered Sex Offenders is Prohibited.* *No Owner may rent their Lot to a Tenant or allow the occupancy of a Unit by a Tenant that is a registered sex offender. For purposes of this provision, a "registered sex offender" is a person who is registered as a Level 3 (High Risk) or Level 2 (Moderate Risk) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure (Sex Offender Registration Program as it now exists or as it may be amended in the future), or pursuant to any other law of the State of Texas, or any local municipal or county ordinance, or pursuant to any other state or federal law or regulation. "Registered sex offender" for purposes of this Section also includes a person who is required to register as a sex offender and who is required to have a risk assessment but who has not been assigned a risk assessment level by the applicable authority or for whom such a risk assessment level is not yet available to the public via the applicable registry program.*
- (g) *Registration and Compliance*
 - (i) *All lease agreements must be submitted to the HOA upon execution by the Owner and/or upon written demand by the Board, but the Owner or tenant may redact sensitive personal information defined as a social security number, driver's license number, government issued identification number, account/credit card/debit card number.*

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PRESTON HIGHLANDS NORTH ESTATES**

- (ii) *Owners must submit a "Lease registration form" to the HOA for each existing tenant/lease, in a form prepared for the HOA by the Board of Directors. The HOA may charge a reasonable administration fee concerning the above as established by the Board and the Board is authorized to establish other such policies and procedures to register lease arrangement as they see fit.*
- (iii) *Each Landlord must provide their Tenant with a copy of the Dedicatory Instruments. For the purposes of this provision, Landlords may comply by providing digital copies to their Tenants.*
- (iv) *A Landlord may not use the Amenities of the Association if that Landlord's Tenant is using the amenities.*

(h) **Hardship**

- (i) *Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of Units that do not comply with one or more of the stated leasing restrictions upon the Owner's written application for an exception because of undue hardship on the Owner. Requests for hardship exemptions shall be reviewed by the Board on a case-by-case basis. Upon the termination of that lease, the Board will again review whether the hardship still exists to warrant an extension of the exception.*
- (ii) *By way of illustration and not by limitation, circumstances which would constitute undue hardship: (i) Owner must relocate and his or her Lot cannot, within ninety (90) days from the date the Lot was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value; (ii) Owner dies and the Lot is being administered by his estate; (iii) Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit; (iv) the Lot is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses; (v) Deployment or activity military duty status in any branch of the United States of America military; (vi) Acquisition of the Home by a relocation company; and (vii) Lease-to-own transaction with the Owner.*

(i) **Grandfathering**

- (i) *All Owners as of the Effective Date are exempt from the 15% leasing or rental cap, the minimum leasing duration of 6 months, and the 12-month ownership requirement. All new Members after the adoption of the amendment must comply with the entirety of this Section.*
- (ii) *With respect to a Lot which is subject to a valid written Lease as of the Effective*

Date, the Owner's only obligations are to submit the current lease arrangement upon request, a "lease registration form," registration fee and provide their Tenant with a copy of the Dedicatory Instruments. Notwithstanding this exemption for Lots already subject to a valid written Lease on the Effective Date, upon termination, extension or renewal of that Lease, the Owner must comply with the entirety of this Section.

- (j) **Enforcement and Board Authority.** *For any Owner in violation of this Section, the Association may impose reasonable monetary penalties as determined by the Board, in addition to other remedies available under the Dedicatory Instruments and Texas law. The Association may also suspend an Owner's ability to Lease his Lot for a period of twelve (12) months. The Board is hereby authorized to promulgate, enforce and amend, from time to time, reasonable rules which govern the leasing of Lots.*

The terms and provisions of the PHNE Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the PHNE Declaration. The Property shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the PHNE Declaration and now this Third Amendment, which shall run with title to the Property and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the members of Preston Highlands North Estates Homeowners Association, Inc. have caused this Third Amendment to the PHNE Declaration to be effective when filed with the Office of the Collin County Clerk.

[SIGNATURE TO FOLLOW]

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2024000071549

eRecording - Real Property

CERTIFICATE

Recorded On: June 13, 2024 11:38 AM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$45.00

******* 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: 2024000071549
Receipt Number: 20240613000380
Recorded Date/Time: June 13, 2024 11:38 AM
User: Kacy M
Station: Station 10

Record and Return To:

CSC



**STATE OF TEXAS
COUNTY OF COLLIN**

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 Public Records of Collin County, Texas.

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

SEVENTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENTS FOR PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

The undersigned, as attorney for Preston Highlands North Estates Homeowners Association, Inc., (“Association”) for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto (collectively the “Property”), hereby states that the dedicatory instrument attached hereto as Exhibit “A” is a true and correct copies of the following:

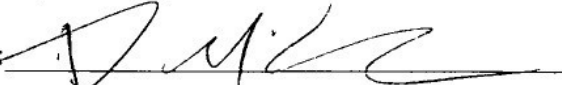
- ***Preston Highlands North Estates Leasing and Rental Policy***

All persons or entities holding an interest in and to any portion of the Property are subject to the foregoing dedicatory instrument and this instrument replaces and supersedes al previously recorded dedicatory instruments addressing the same subject matter and will remain in force and effect until revoked, modified or amended by the Board of Directors of the Association.

IN WITNESS WHEREOF, Preston Highlands North Estates Homeowners Association, Inc., has caused this Seventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the Office of the Collin County Clerk and serves to supplement that certain Certificate and Memorandum of Recording of Association Documents for the Preston Highlands North Estates Homeowners Association, Inc., filed on February 18, 2004, and recorded in Volume 5609, Page 02415, *et seq.* of the Official Public Records of Collin County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Association Documents for Preston Highlands North Estates Homeowners Association, Inc., filed on September 17, 2004, and recorded in Volume 5755, Page 03343 of the Official Public Records of Collin County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Association Documents for Preston Highlands North Estates Homeowners Association, Inc., filed on April 9, 2012, and recorded as Document Number 2012040900040540 in the Official Public Records of Collin County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Association Documents for Preston Highlands North Estates Homeowners Association, Inc., filed on October 18, 2013, and recorded as Document Number 20131018001434910 the Official Public Records of Collin County, Texas; that certain Fourth Supplemental Certificate and Memorandum of Recording of Association Documents for Preston Highlands North Estates Homeowners Association, Inc., filed on November 21, 2017, and recorded as Document Number 20171121001548960 in the Official Public Records of Collin County, Texas; that certain Fifth Supplemental Certificate and Memorandum of Recording of Association Documents for Preston Highlands North Estates Homeowners Association, Inc., filed on May 31, 2022, and recorded as Document Number 2022000085134 in the Official Public Records of Collin County, Texas.; that certain Sixth Supplemental Certificate and Memorandum of Recording of

Dedictory Instruments for Preston Highlands North Estates Homeowners Association, Inc., filed on December 14, 2023, and recorded as Document Number 2023000142313 in the Official Public Records of Collin County, Texas.

**THE PRESTON HIGHLANDS NORTH ESTATES
HOMEOWNERS ASSOCIATION, INC.**
a Texas non-profit corporation

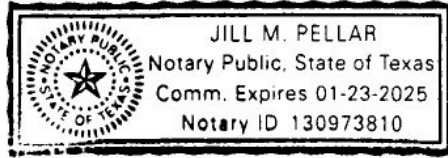
By: 

Name: Daniel E. Pellar

Legal Counsel for Preston Highlands North Estates
Homeowners Association, Inc.

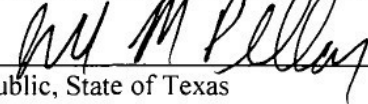
)

STATE OF TEXAS



COUNTY OF DENTON)

This instrument was acknowledged before me on June 13, 2024, by Daniel E. Pellar, duly authorized agent and attorney of the Preston Highlands North Estates Homeowners Association, Inc.


Notary Public, State of Texas

**AFTER RECORDING RETURN TO:
The Pellar Law Firm P.L.L.C.
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034**

EXHIBIT “A”

PRESTON HIGHLANDS NORTH ESTATES LEASING AND RENTAL POLICY

WHEREAS, Article VIII, Section 22 of the Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates, as amended and supplemented from time to time (the “Declaration”) imposes specific restrictions on the Leasing of Lots/Units (“Leasing Restrictions”) and vesting the Preston Highlands North Estates Homeowners Association, Inc. (the "Association") through the Association’s Board of Directors (“Board”) with authority to adopt leasing rules; and

WHEREAS, Section 209.016 of the Texas Property Code further empowers the Board to obtain certain information regarding any Leases in the Association community; and

NOW, THEREFORE, IT IS RESOLVED, in accordance with restrictions in the Declaration and Section 209.016 of the Texas Property Code, the Association’s Board adopts the following rules and guidelines to supplement, not replace, the Declaration (the “Policy”):

- A. General Leasing Restrictions Apply. All leases must comply with Section 22 of the Declaration, including but not limited to, the prohibition against partial leasing, leasing for a term of less than six (6) months, and/or any lease that would result in total leases in the community exceeding the fifteen percent (15%) total leased Lots threshold set forth in Section 22(c) of the Declaration.
 - 1. Temporary Variances. In accordance with the authority set forth in Section 22 of the Declaration, the Board may approve temporary variances from any specific restrictions and requirement conditioned on the petitioning Owner first submitting a written request for preapproval. By way of example only, the Board may, in its sole discretion, consider any of the following temporary variance requests:
 - a. Owner occupied partial leasing to immediate family members.
 - b. Seller/Buyer temporary lease in contract terms contained in a Lot sales contract and generally for a term of less than thirty (30) days.
 - c. Any other hardship that the Board, in its sole discretion, reasonably considers to justify a temporary variance from the restrictions contained in Section 22 of the Declaration.

- B. Lease Registration Form. Owners will be provided with the Association’s Leasing Registration Form, which must be completed and returned for each lease.
 - 1. Lease Registration Forms must be submitted within thirty (30) days of the Lease start date for new leases and within thirty (30) days of the extension or amended lease effective date for existing leases. The Owner must submit a copy of the lease, with any permissible confidential information redacted, or any other documentation deemed sufficient by the Board or its agent for confirmation of the start date and term of the lease.

2. The completed Lease Registration Form for each lease must contain the Owner(s) or their local representatives (Collin or any adjoining county) telephone number (including afterhours emergency contact number), email address and other contact information, as well as the name, mailing address, phone number, and email address of each Tenant who will be residing in the Unit under the lease.
- C. Lease Registration Fee. A three hundred dollar (\$300) lease registration fee will be charged each calendar year by the Association for any active lease for the anticipated time and expense associated with administration, oversight, and enforcement of all leasing activity.
- D. Enforcement & Fining Schedule. For any violation of this Policy and/or Section 22 of the Declaration, the Association fining schedule is as follows:
1. First Fine: Minimum of \$3,500 and maximum of \$6,000 at the Board's discretion.
 2. Subsequent Fines: If the violation is not cured within thirty (30) days of levy of the First, fines will be \$500 every thirty (30) days until the violation is cured.
 3. The Board, in its discretion, may deviate from the fine rates set forth in subsection 2 as reasonable and necessary.
 4. The Board reserves the right to refer any violation of Section 22 of the Declaration and/or this Policy to legal counsel for enforcement of any and all rights through legal prosecution at any time independent of the fine schedule contained in this Policy.

The definitions contained in the Association's Declaration are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Rental and Leasing Policy is effective upon adoption hereof, replaces any prior policy or rules concerning the matters referenced herein, and are to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing Policy was adopted by the Board of Directors at a meeting of same on **June 12th, 2024**, and has not been modified, rescinded, or revoked.

Name: James P Thomas
James P Thomas (Jun 12, 2024 20:14 CDT)

Title: President PHNE

Date: Jun 12, 2024

EXHIBIT "B"

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

- (a) All lots and tracts of land situated in PRESTON HIGHLANDS NORTH, PHASE ONE, an addition to the City of Frisco, Collin County, Texas, according to the Plat recorded in Cabinet J, Slide 141, Map Records, Collin County, Texas; and**
- (b) All lots and tracts of land situated in PRESTON HIGHLANDS NORTH, PHASE TWO, an addition to the City of Frisco, Collin County, Texas, according to the Plat recorded in Cabinet J, Slide 389, Map Records, Collin County, Texas; and**
- (c) All lots and tracts of land situated in PRESTON HIGHLANDS NORTH, PHASE THREE, an addition to the City of Frisco, Collin County, Texas, according to the Plat recorded in Cabinet J, Slide 969, Map Records, Collin County, Texas; and**
- (d) All lots and tracts of land situated in PRESTON HIGHLANDS NORTH, PHASE FOUR, an addition to the City of Frisco, Collin County, Texas, according to the Plat recorded in Cabinet K, Slide 470, Map Records, Collin County, Texas.**

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2025000070986

eRecording - Real Property
HOMEOWNERS ASSOC DOCS

Recorded On: June 06, 2025 08:29 AM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$45.00

******* 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: 2025000070986
Receipt Number: 20250606000007
Recorded Date/Time: June 06, 2025 08:29 AM
User: Devon O
Station: Station 5

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

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 Public Records of Collin County, Texas.

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

**EIGHTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS FOR PRESTON HIGHLANDS NORTH ESTATES
HOMEOWNERS ASSOCIATION, INC.**

(First Amendment to the Rental and Leasing Policy)

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF COLLIN §

THIS EIGHTH SUPPLEMENTAL TO THE DEDICATORY INSTRUMENT CERTIFICATE FOR PRESTON HIGHLANDS NORTH ESTATES (this "Eighth Supplement") is made this 5 day of June, 2025, by Preston Highlands North Estates Homeowners Association, Inc., ("Association").

WITNESSETH:

WHEREAS, Lumbermen’s Investment Corporation (“Declarant”) prepared and recorded an instrument entitled “Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates” on or about March 8, 1996, as Document No. 96-0019123 of the Real Property Records of Collin County, Texas (the “Declaration”); and

WHEREAS, Declarant executed a First Amendment to Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estate (the “First Amendment”), dated effective as of May 31, 1996, and filed for record on June 13, 1996, as Document No. 96-0049330 of the Real Property Records of Collin County, Texas; and

WHEREAS, Declarant executed a Declaration of Annexation and Supplemental Declaration No. 1 (the “First Supplemental Declaration”), dated effective as of October 9, 1996, and filed for record on October 15, 1996, as Document No. 96-0089630 of the Real Property Records of Collin County, Texas (with the Original Declaration as amended by the First Amendment and First Supplemental Declaration being hereinafter referred to as the “Declaration”); and

WHEREAS, the Association is the property owners’ association created to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners’ association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about September 17, 2004, the Association filed a First Supplemental Certificate and Memorandum of Recording of Association Documents for Preston Highlands North Estates Homeowners Association, Inc., filed and recorded in Volume 5755, Page 03343 of the Official Public Records of Collin County, Texas (the “First Supplement”); and

WHEREAS, on or about April 9, 2012, the Association filed a Second Supplemental Certificate and Memorandum of Recording of Association Documents for Preston Highlands North Estates Homeowners Association, Inc., filed and recorded as Document Number 2012040900040540 in the Official Public Records of Collin County, Texas (the “Second Supplement”); and

WHEREAS, on or about October 18, 2013, a Third Supplemental Certificate and Memorandum of Recording of Association Documents for Preston Highlands North Estates Homeowners Association, Inc., filed and recorded as Document Number 20131018001434910 the Official Public Records of Collin County, Texas (the "Third Supplement"); and

WHEREAS, on or about November 21, 2017, a Fourth Supplemental Certificate and Memorandum of Recording of Association Documents for Preston Highlands North Estates Homeowners Association, Inc., filed and recorded as Document Number 20171121001548960 in the Official Public Records of Collin County, Texas (the "Fourth Supplement"); and

WHEREAS, on or about May 31, 2022, a Fifth Supplemental Certificate and Memorandum of Recording of Association Documents for Preston Highlands North Estates Homeowners Association, Inc., filed and recorded as Document Number 2022000085134 in the Official Public Records of Collin County, Texas (the "Fifth Supplement"); and

WHEREAS, on or about December 14, 2023, a Sixth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Preston Highlands North Estates Homeowners Association, Inc., filed and recorded as Document Number 2023000142313 in the Official Public Records of Collin County, Texas (the "Sixth Supplement"); and

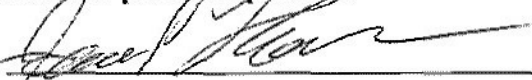
WHEREAS, on or about June 13, 2024, a Seventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Preston Highlands North Estates Homeowners Association, Inc., filed on June 13, 2024, and recorded as Document Number 2024000071549 in the Official Public Records of Collin County, Texas (the "Seventh Supplement").

WHEREAS, the Association desires to record the dedicatory instrument attached hereto as Exhibit "A" pursuant to and in accordance with Section 202.006 of the Texas Property Code; and

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is true and correct copy of the original and is hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirement of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Eighth Supplement to be executed by its duly authorized agent as of the date first written above.

**THE PRESTON HIGHLANDS NORTH ESTATES
HOMEOWNERS ASSOCIATION, INC.**
a Texas non-profit corporation

By: 

Title: President PHVE

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared James P. Thomas, President of Preston Highlands North Estates Homeowners Association, known to 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 on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 5th day of June, 2025.

Heidi A. Thresher-Amos
Notary Public Signature

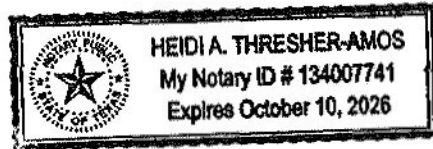


EXHIBIT "A"

First Amendment Rental and Leasing Policy

FIRST AMENDEDMENT TO THE PRESTON HIGHLANDS NORTH ESTATES
LEASING AND RENTAL POLICY

WHEREAS, Article VIII, Section 22 of the Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates, as amended and supplemented from time to time (the "Declaration") imposes specific restrictions on the Leasing of Lots/Units ("Leasing Restrictions") and vesting the Preston Highlands North Estates Homeowners Association, Inc. (the "Association") through the Association's Board of Directors ("Board") with authority to adopt leasing rules; and

WHEREAS, Section 209.016 of the Texas Property Code further empowers the Board to obtain certain information regarding any Leases in the Association community; and

WHEREAS, pursuant to Subsection (j) of Article VIII, Section 22 of the Declaration, which, among other things, established a Lease Registration Fee, the Board of Directors for the Association previously adopted and recorded the Preston Highlands North Estates Leasing and Rental Policy ("Leasing Policy") which was filed on or about June 13, 2024, and recorded as Document No. 2024000071549 in the Official Public Records of Collin County, Texas; and

WHEREAS, the Board of Directors for the Association has determined that necessary amendments are required to the Lease Registration Fee.

NOW, THEREFORE, IT IS RESOLVED, in accordance with restrictions in the Declaration and Section 209.016 of the Texas Property Code, the Association's Board adopts the following amendments Section B regarding the Lease Registration Form and Section C regarding the Leasing and Rental Policy:

Sections B and C of the Leasing Policy are hereby deleted and fully amended and replaced with the following:

B. Lease Registration & Form.

1. **Register Intent to Lease.** Prior to advertising a Lot for lease as well as entering into any lease agreement, any Owner that desires to lease a Lot must first submit a written notice to the Association of the Owner's desire to lease. This prior notice will allow the Association to confirm that the Owner is authorized to lease the Lot and is not barred from doing so based on Section 22 of the Declaration, including, but not limited to, its 15% cap on the number of Lots that may be leased. Upon receipt of the Owner's notice of intent to seek to lease, the Association will provide the Owner with written confirmation that the Owner is not initially barred from leasing pursuant to Section 22 of the Declaration. In the event the Owner obtains a tenant to lease, the Owner and tenant must comply with any other requirements of Section 22 of the Declaration and the Leasing Policy in order to lease a Lot.

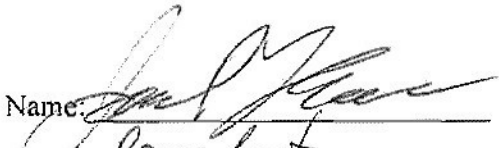
2. **Lease Review & Management.** Upon obtaining a possible tenant, an Owner shall submit to the Association a Lease Registration Form. The Lease Registration Form must be

submitted within thirty (30) days of the lease's proposed start date for new leases and within thirty (30) days of the extension or amended lease effective date for existing leases. The Owner must submit a copy of the lease, with any permissible confidential information redacted, or any other documentation deemed sufficient by the Board or its agent for confirmation of the start date and term of the lease. The completed Lease Registration Form for each lease must contain the Owner(s) or their local representatives (Collin or any adjoining county) telephone number (including afterhours emergency contact number), email address and other contact information, as well as the name, mailing address, phone number, and email address of each Tenant who will be residing in the Unit under the lease.

C. Lease Registration Fee. A three-hundred-dollar (\$300) lease registration fee will be charged and due up front by any Owner that desires to lease the Owner's Lot or Unit. This fee will be due when the Owner seeks to lease or begins to advertise the Lot or Unit for lease and shall be paid and remitted to the Association at the time the Owner submits the written notice to the Association of the Owner's desire to lease under Section B(1) above. Additionally, the Owner will be charged an additional three-hundred-dollar (\$300) for each subsequent year in which the Owner has any active lease for the anticipated time and expense associated with administration, oversight, and enforcement of all leasing activity.

IT IS FURTHER RESOLVED that this First Amendment Rental and Leasing Policy is effective upon adoption hereof and shall remain in force and effect until revoked, modified or amended. Except as modified by this First Amendment, the original Rental and Leasing Policy remains in full force and effect.

This is to certify that the forgoing First Amendment to the Rental and Leasing Policy was adopted by the Board of Directors at a meeting of the same on June 2, 2025, and has not been modified, rescinded, or revoked.

Name: 
 Title: President
 Date: June 5, 2025

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2025000125906

eRecording - Real Property

MEMORANDUM

Recorded On: September 30, 2025 03:52 PM

Number of Pages: 28

" Examined and Charged as Follows: "

Total Recording: \$129.00

******* 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: 2025000125906
Receipt Number: 20250930000918
Recorded Date/Time: September 30, 2025 03:52 PM
User: Janice H
Station: Workstation cck061

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

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 Public Records of Collin County, Texas.

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX