

**SUPPLEMENTS
POLICIES,
RULES &
GUIDELINES**

AFTER RECORDING, PLEASE RETURN TO:

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

**FIRST SUPPLEMENTAL CERTIFICATE AND MEMORANDUM
OF RECORDING OF ASSOCIATION DOCUMENTS FOR PRESTON
HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

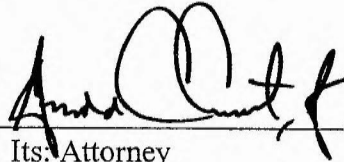
***Preston Highlands North Estates Homeowners Association, Inc. -
Architectural Standard No. 1 [effective July 1, 2004] (Exhibit "A").***

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing amendment.

IN WITNESS WHEREOF, the Preston Highlands North Estates Homeowners Association, Inc. has caused this First Supplemental Certificate and Memorandum of Recording of Association Documents to be effective as of the 1st day of July, 2004 and supplements that certain Certificate and

Memorandum of Recording of Association Documents for Preston Highlands North Estates Homeowners Association, Inc. filed on February 18, 2004 and recorded in Volume 5608, Page 02415, et seq. of the Land Records of Collin County, Texas.

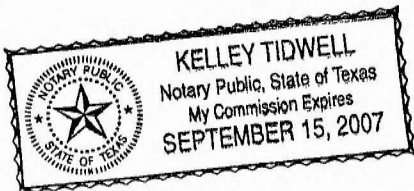
**PRESTON HIGHLANDS NORTH ESTATES
HOMEOWNERS ASSOCIATION, INC.**

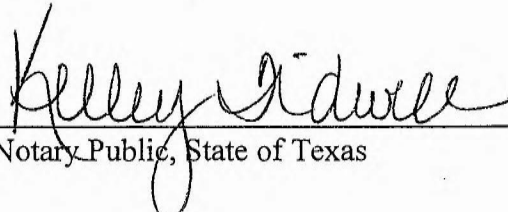
By: 
Its Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Preston Highlands North Estates Homeowners 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 16th day of September, 2004.




Notary Public, State of Texas

PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION

ARCHITECTURAL STANDARD NO. 1

Parking of non-passenger vehicles, equipment, implements or accessories

5755 03345

WHEREAS Article VII, Section 19 of the Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates establishes the Architectural Control Committee and Article VIII, Section 5, states that "No campers, vans, pick-up trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any affected lot unless the same are fully enclosed within the garage located on such lot and/or said vehicles and accessories are screened from view by a screening structure or fencing and said vehicles and accessories are in an operable condition"; and

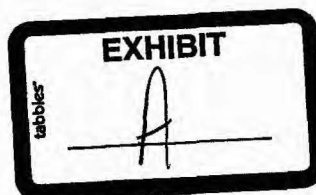
WHEREAS Article VIII, Section 19 of the Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates Homeowners Association also states that "The Committee may from time to time publish and promulgate architectural standards bulletins and/or lot information sheets which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration..." and

WHEREAS the intent Article VIII, Section 19 of the Declaration of Covenants, Conditions and Restrictions is to address to address the parking of "Campers, vans, pick-up trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment or accessories..." is to prohibit these type items from being "Viewed" from off property with a provision allowance for said vehicles and accessories to be screened by a "screening structure or fencing"; and

WHEREAS the Architectural Control Committee reasonably defines "View" for the purpose of this restriction application as being the view of said vehicles and accessories from the Public Street, whether that be the Public Street that runs in front of a home or lot or along the side of a home or lot and furthermore defines the Alley as an easement area and not subject to "View" considerations or restrictions; and

WHEREAS it in the interest of the Committee to clarify and establish standards for restricting the parking of campers, vans, pick-up trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories;

NOW THEREFORE, IT IS RESOLVED that the Architectural Control Committee has adopted this standard this the 5th day of May, 2004, which contains the following term definitions and standards for parking of campers, vans, pick-up trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories, which may be parked within the boundaries of each Lot in compliance with the following standards effective July 1, 2004:



003 10/2004 11.03 2143200403 0URNERS 019E

OVER

A. DEFINITIONS – Related to terms applicable to the intent and enforcement of Article VIII, Section 5 of the Declaration of Covenants, Conditions and Restrictions.

1. Public Street – Shall mean a street that is dedicated to the City of Frisco by recorded plat of which there is an established City of Frisco Street name.
2. View/Visibility – Shall mean from the line of sight of a person standing or driving a conventional vehicle from any point on any adjacent Public Street to the affected lot or home.
3. Screened – Shall mean the non-visibility of all portions of the vehicle or accessory, including masts, air-conditioners, vents, sails, etc.
4. Non-Passenger Vehicle – Shall consist of all vehicles and accessories referenced in Article VIII, Section 5 (pick-up trucks included) that are either:
 - a. Equipped or has visible any machinery, accessories or specialty equipment or
 - b. Over one-ton in carrying capacity or vehicles with more than two (2) axles
 - c. Would otherwise not qualify for being a Passenger Vehicle or
 - d. Is not in operating condition
 - e. Unregistered or Non-Licensed Vehicles
5. Passenger Vehicles – Shall consist of any vehicle (pick-up trucks included) which;
 - a. May have a company logo or advertising, but otherwise are used for the purpose of commuting to and from a place of employment; and
 - b. Would otherwise be considered a Passenger Vehicle save for the exception of a company logo or advertisement; and
 - c. Where the company logo or advertisement is not offensive.
6. Implements & Accessories – Shall mean parts or tools that normally attach to non-passenger vehicles (such as plows, front loader buckets, etc.) or any uninstalled vehicle parts (such as uninstalled truck tailgates, fenders, batteries, etc.
7. Recreational Vehicles – Shall consist of vehicles whose primary designed purpose is to be used in non-residential areas for recreational or hobby purposes. This shall consist of but not limited to campers, trailers, all-terrain vehicles (ATV's), or motorized off-road off-road dirt bikes. This definition does not include small motorized scooters or motorcycles designed for street use.

B. PARKING STANDARDS - Parking on Public Streets or Driveways visible from the Public Streets

1. No Boat, Trailer or Camper or similar equipment may be parked in the front driveway or Public Street except for brief periods of time, for the purposes of loading or unloading.
2. Any boat, trailer or camper that is parked in a driveway or yard of a front entry home must be in the sole discretion of the Architectural Control Committee, completely screened from "view from the public street". Acceptable screening measures and standards shall include Trees, Shrubbery, Fencing, Screening Structures, etc., all of which must be approved by the Committee.
3. No Boat, Trailer or Camper or similar may be parked in such a manner at any time where it obstructs the public sidewalk or driving visibility.
4. Any member with a visitor who will be bringing a campers, vans, pick-up trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories into the community and will be parking longer than four (4) hours must obtain prior written approval from the Architectural Control Committee at least one (1) week in advance, with any such request specifying the duration of time such Camper or RV will be parked in view.
5. Parking of any campers, vans, pick-up trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories in an Alleyway, Rear entry driveway, Side or Rear Yard, will be allowed so long as no portion of the vehicle or accessory is visible from a Public Street. No such vehicle or accessory shall be parked in such a manner as to obstruct an alley

5755 03346

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 I, 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 2, an Addition to the City of Frisco, Collin County, Texas, according to the Map or Plat thereof recorded in Volume J, Page 389, Map Records, Collin County, Texas; and**
- (c) All lots and tracts of land situated in **PRESTON HIGHLANDS NORTH, PHASE 3, an Addition to the City of Frisco, Collin County, Texas, according to the Map or Plat thereof recorded in Volume J, Page 969, Map Records, Collin County, Texas; and**
- (d) All lots and tracts of land situated in **PRESTON HIGHLANDS NORTH, PHASE 4, 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.**

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
 (THE STATE OF TEXAS) (COUNTY OF COLLIN)
 I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

SEP 17 2004

Brenda Taylor



Filed for Record in:
 Collin County, McKinney TX
 Honorable Brenda Taylor
 Collin County Clerk

On Sep 17 2004
 At 2:18pm

Doc/Num : 2004- 0137782

Recording/Type:CT 22.00
 Receipt #: 37061

HENRY ODDO AUSTIN & FLETCHER

A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

1700 PACIFIC AVENUE

SUITE 2700

DALLAS, TEXAS 75201

TELEPHONE (214) 658-1900

FACSIMILE (214) 658-1919

May 19, 2004

Via First Class Mail

Mr. Gary Josephson
Cornerstone Association Management
P. O. Box 191185
Dallas, Texas 75219

Re: Preston Highlands North Estates Homeowners Association, Inc.

Dear Gary:

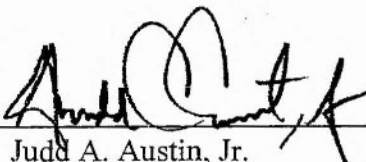
Pursuant to your request, enclosed herewith you will please find an execution original of the Enforcement Policy approved by the Board of Directors. Please return a fully and properly executed original to my attention for filing with the County Clerk's office.

Should you have any questions in reference to the foregoing, please do not hesitate to contact me.

Yours very truly,

HENRY ODDO AUSTIN & FLETCHER,
A Professional Corporation

By: _____



Judd A. Austin, Jr.

JAA:kt

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Preston Highlands North Estates Homeowners 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 9th day of April, 2012.



Elise D. Myers

Notary Public, State of Texas

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 Map or Plat thereof recorded in Volume J, Page 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 Map or Plat thereof recorded in Volume J, Page 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.**



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/09/2012 11:08:40 AM
\$144.00 CLUNA
20120409000404540

Stacey Kemp

AFTER RECORDING, PLEASE RETURN TO:

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

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

STATE OF TEXAS §
 §
COUNTIES OF COLLIN §

The undersigned, as attorney for Preston Highlands North Estates Homeowners 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 instruments affecting the owners of property described on Exhibit "B" attached hereto (collectively, the "*Property*"), hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- *Articles of Incorporation of Preston Highlands North Estates Homeowners Association, Inc.* (Exhibit "A-1");
- *Bylaws of Preston Highlands North Estates Homeowners Association, Inc.* (Exhibit "A-2");
- *First Amendment to the Bylaws of Preston Highlands North Estates Homeowners Association, Inc.* (Exhibit "A-3");
- *Certificate of Ratification and Promulgation of Community Association Violation Enforcement Policy for the Preston Highlands North Estates Homeowners Association, Inc.* (Exhibit "A-4");

AFTER RECORDING, PLEASE RETURN TO:

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

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

STATE OF TEXAS §
 §
COUNTIES OF COLLIN §

The undersigned, as attorney for Preston Highlands North Estates Homeowners 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 described on Exhibit “B” attached hereto (collectively, the “*Property*”), hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

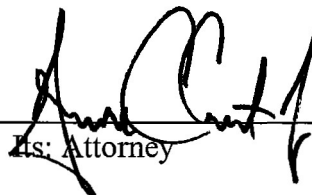
- ***Resolution of the Board of Directors of the Preston Highlands North Estates Homeowners Association, Inc.*** (Exhibit “A”)

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

IN WITNESS WHEREOF, the Preston Highlands North Estates Homeowners Association, Inc. has caused this Third 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 Preston Highlands

North Estates Homeowners Association, Inc. filed on February 18, 2004, and recorded in Volume 5608, 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, *et seq.* of the Official Public Records of Collin County, Texas; and that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Preston Highlands North Estates Homeowners Association, Inc. filed on April 9, 2012, and recorded as Instrument No. 2012040900040540 in the Official Public Records of Collin County, Texas.

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

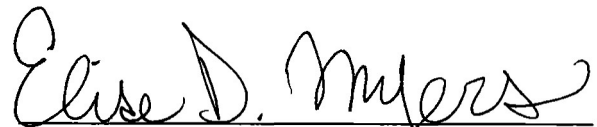
By: 
As: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Preston Highlands North Estates Homeowners 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 18th day of October, 2013.




Notary Public, State of Texas

**RESOLUTION OF THE
BOARD OF DIRECTORS OF THE
PRESTON HIGHLANDS NORTH HOMEOWNERS ASSOCIATION
ESTABLISHING POLICY FOR THE
RETENTION, INSPECTION AND PRODUCTION OF BOOKS AND RECORDS**

WHEREAS, the Preston Highlands North Homeowners Association (the "*Association*") keeps correct and complete books and records of accounts and minutes of the proceedings of its members and Board of Directors (collectively, the "*Association Records*"); and,

WHEREAS the members of the Association shall have the right, during reasonable business hours, to inspect and obtain copies of the Association Records; and,

WHEREAS it is desirable to impose certain reasonable restrictions on the process of book and record inspecting and copying Association Records;

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established for the inspection and copying of Association Records:

1. An owner, or a person designated in writing by the owner as the owner's agent, attorney, or certified public accountant, may make a request to inspect or obtain copies of Association Records.
2. A request to inspect Association Records must be submitted in writing via certified mail, return receipt requested, to the Association and/or its duly authorized agent by certified mail to Preston Highlands North Homeowners Association, Inc. whose address is P.O. Box 191185, Dallas, Texas 75219.
3. The request must identify with sufficient detail the Association Records requested and contain an election to either receive copies of identified Association Records or to inspect the Association Records requested at a location designated for inspection. The Association's governing documents, its membership register, its books of account, and the minutes of the meetings of the members, the Board, and committees may be inspected.
4. The *Association*, within ten (10) business days from receipt of a request under paragraph 2, will provide as appropriate:
 - (i) if an inspection is requested, notice of dates which during normal business hours the Association Records requested can be inspected and the location where they can be inspected, to the extent they are in the possession, custody or control of the Association, or as provided under Statute may be inspected, or
 - (ii) if copies are requested, produce copies of the requested Association Records to the extent they are in the possession, custody or control of the Association (only when prior payment for such records has been received), or
 - (iii) if the Association is unable to produce the Association Records requested, which are in the possession, custody or control of the Association, written notice that it is unable to produce the records within the 10-day period and set forth a date, within 15 business days of the notice provided under this paragraph 4(iii), by which the Association Records will be made available for inspection to the owner.




5. The Association will send the requesting party an estimate of the costs to respond, compile, produce, and reproduce information requested. The Association shall require advance payment, in certified funds, of the estimated costs. The requesting party shall be responsible for any costs above the estimate and the full amount due will be added to the requesting party's account as an assessment if not paid in full upon request.
6. Persons requesting to inspect Association Records shall not disrupt the ordinary business activities of the office where Association Records are kept during the inspection.
7. Certain Association Records shall remain confidential and will not be provided in response to a request for copies or inspection of Association Records, to wit: violation histories of owners, owners' personal financial information (including records of assessment payment history), owners' contact information other than address, and Association personnel files. Association Records described in this paragraph 7 shall only be made available with the owner's written approval or a court ordering the Association to release the information.
8. No original books or records may be removed from the premises without the express written consent of the Board.
9. Owners are responsible for the costs of producing and copying Association Records under the provisions of the Texas Property Code and Applicable Law, the costs are \$.10 per page, \$.50 for oversize page, \$15.00 per hour for personnel time spent in responding to a request, overhead of 20% of personnel charge, and must be paid in advance. A personnel charge and overhead charge will not be made for complying with requests that are for 50 or fewer pages of paper records, unless the records are located in a remote storage facility or in two or more separate buildings. To the extent that retrieval of documents from a remote storage facility results in a charge, the Association shall charge the costs of such services to the requesting owner. The costs of producing and copying Association Records are subject to change as authorized by applicable law.
10. The Association is under no obligation to provide any additional information other than that which is required by law.

This Policy shall supersede and replace any and all previously adopted policies adopted by the Board, if any, addressing the inspection and copying of books and records.

This Policy shall remain in effect until revoked, modified or amended by the Board of Directors.

This is to certify that the foregoing resolution was adopted by a majority of the entire Board of Directors at a meeting of same held or by electronic means on 9/12/6/, 2012, and has not been modified, rescinded or revoked.

Preston Highlands North
Homeowners Association, Inc.

By: 
Board President

RECORD STORAGE POLICY - EXHIBIT "A"

RECORD/DOCUMENT	RETENTION/STORAGE PERIOD	
	STATUTE REQUIREMENTS	HOA POLICY
<u>Accounting/Financial</u>		
Financials (Balance Sheet/Income Statement)	(7yrs Plus Current Year)	Permanent
Disbursement/Aging Reports, Accts Payable, etc.	(7yrs Plus Current Year)	Permanent
Financial Audits	(7yrs Plus Current Year)	Permanent
Federal/State Tax Returns	(7yrs Plus Current Year)	Permanent
General Ledgers	(7yrs Plus Current Year)	Purge after 7yrs
Vendor Invoices/disbursement stub	(7yrs Plus Current Year)	Purge after 7yrs
Bank Statements	(7yrs Plus Current Year)	Purge after 7yrs
Cancelled Checks	(7yrs Plus Current Year)	Purge after 7yrs
Copies of Payments Received	(7yrs Plus Current Year)	Purge after 7yrs
IRS Notices/Federal Tax ID	N/A	Permanent
Texas Notice of Franchise Exemption	N/A	Permanent
Federal/State Tax Returns	N/A	Permanent
Signature Cards	N/A	Shred/Purge after account close
<u>Master File Records</u>		
CCR's, Bylaws, Articles Inc., Amendments, Resolutions	Permanent	Permanent
Plats/Maps (if any)	N/A	File Copy Stored
Easements	N/A	File Copy Stored
Insurance Policies	(7yrs Plus Current Year)	Permanent
Insurance Claims	(7yrs Plus Current Year)	Permanent
Lawsuits/General	N/A	Purge after 7 Years
HOA Contracts (short/long term service/projects)	(Expiration + 4yrs)	(Expiration + 4yrs)
Minute of Meetings	(Permanent)	(Permanent)
Member Meeting/Voting/Sign-In/Proxies, Etc.	N/A	Shred after 4 years
Budgets	N/A	Permanent
Warranties	N/A	Shred after Warranty
Agendas/Reports	N/A	Shred after 7 years
Committee Reports/Minutes - as provided by Comm.	N/A	Shred after 7 years
Contract Bid Specifications	N/A	Shred after 4 years
Proposals/Bids/Photos	N/A	Shred after 4 years
Utility Agreements	N/A	Shred after 4 years
Loan Documentation	N/A	Shred after 7 years
Legal Opinions	N/A	Permanent
Engineering/Structural Reports	N/A	Permanent
Newsletters/Publications	N/A	Permanent
Irrigation/Landscape Reports	N/A	Shred after 2 years
Work Orders/Service Requests	N/A	Shred after 2 years
Reserve Studies/Component Studies	N/A	Permanent
RECORD/DOCUMENT		
<u>Master File/Property Owner Records</u>		
No Specific Retention Requirement for Master/Owner Files*		
General Owner Information	(Ownership Period + 5 Years after) Purge Files After	
Owner Correspondence	(Ownership Period + 5 Years after) Purge Files After	
Property Deeds	(Ownership Period + 5 Years after) Purge Files After	
Violation Correspondence	(Ownership Period + 5 Years after) Purge Files After	
ACC Modification/Submissions, etc.	Permanent	Permanent
Collection Correspondence	(Ownership Period + 5 Years after) Purge Files After	
Judgments/Release of Judgments	(Ownership Period + 5 Years after) Purge Files After	
Liens/Release of Liens	(Ownership Period + 5 Years after) Purge Files After	
Legal Collection Correspondence	(Ownership Period + 5 Years after) Purge Files After	
Dispute of Debt	(Ownership Period + 5 Years after) Purge Files After	
Lawsuits/Legal Correspondence Property Specific	Permanent	
Individual House Plans (if any)	Shred after 5 years OR Return to Owner/ACC	

*The new state statute does not specify and record retention requirements for Master File/Property Owner Records. Therefore, under this program we will keep these records for the Ownership Period plus 5 Years and purge/shred them after this period.

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 Map or Plat thereof recorded in Volume J, Page 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 Map or Plat thereof recorded in Volume J, Page 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.**



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/18/2013 10:02:44 AM
\$36.00 BHALIBURTON
20131018001434910

Stacey Kemp

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION,
INC.**

**ADOPTION OF PROCEDURES AND GUIDELINES FOR
THE EXERCISE OF ARCHITECTURAL REVIEW AUTHORITY
PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**

The undersigned, Barbara Ryder, as the duly elected, qualified, and acting Secretary of the Preston Highlands North Estates Homeowners Association, Inc., Inc., a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at a meeting of the Board held on March 1, 2022 and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain *Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates* recorded at Document No. 96-0019123 in the Official Public Records of Collin County, Texas, as may be amended from time to time (collectively, the "Declaration").

WHEREAS, Chapter 209 of the Texas Property Code imposes certain procedures for the denial of a property owner's application for architectural review of proposed construction or modification of an improvement and establishes procedures for appealing a denial of an application for architectural review to the Association's Board of Directors

WHEREAS, the Board desires to adopt procedures and guidelines for conducting architectural review of a property owner's application for proposed construction or modification of an improvement in compliance with Chapter 209 of the Texas Property Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the procedures and guidelines set forth on Exhibit "A", attached hereto and incorporated herein by reference.

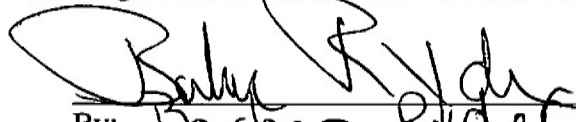
BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

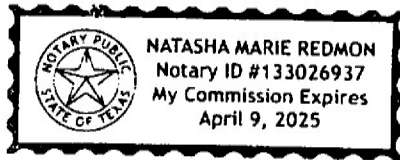
IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Collin County, Texas.

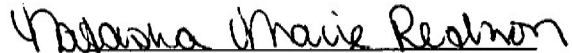

By: Barbara Ryder
Title: Secretary

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on 15th March ²⁰²² ~~2021~~ by Barbara Ryder, Secretary of the Preston Highlands North Estates Homeowners Association, Inc., Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, Ste. A-150
Austin, Texas 78746

EXHIBIT A

PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION, INC.

PROCEDURES AND GUIDELINES FOR THE EXERCISE OF ARCHITECTURAL REVIEW AUTHORITY PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE

ARTICLE I Introduction

The architectural review of applications for construction or modification of improvements is a vital task for ensuring that improvements constructed in the Preston Highlands North Estates Homeowners Association, Inc. community (the "Community") are in compliance with the terms and provisions of the governing documents applicable to the community. Such task commonly involves a high degree of discretionary determinations, which may be scrutinized or disagreed with by others after the fact. In order to provide greater transparency and procedures for redress when property owners disagree with architectural review decisions concerning their property, the Texas legislature enacted Section 209.00505 of the Texas Property Code, which imposes new procedures for the denial of a property owner's application for architectural review and establishes procedures for appealing a denial of an application for architectural review to the property owners association's board of directors.

These procedures and guidelines are intended to assist the Architectural Control Committee, the "Architectural Committee") in the review and approval or denial of an application for architectural review of proposed construction or modification of an improvement and, if applicable, the appellate review of a denied application (the "Guidelines"). The Guidelines have been prepared by the Cagle Pugh law firm specifically for the Architectural Committee and the Board of Directors (the "Board") of Preston Highlands North Estates Homeowners Association, Inc., Inc. (the "Association") and are based on that certain *Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates* recorded at Document No. 96-0019123 in the Official Public Records of Collin County, Texas, as amended from time to time (collectively, the "Declaration").

ARTICLE II Purpose

The purpose of the Architectural Committee is to serve as a "gate-keeping" function for the construction of Improvements in a development. In most Declarations, Homeowners are required to submit an application for the construction of new Improvements or the modification of existing Improvements to the Architectural Committee for its review in advance of initiating construction, and the Architectural Committee is vested with exclusive discretion to determine whether such proposed construction of new Improvements or modification of existing Improvements is in compliance with the Restrictive Covenants applicable to the community. Often such task also involves a subjective determination as to whether the proposed construction is aesthetically attractive and harmonious with the other structures in the community. The authority to review and approve construction of new Improvements and/or modifications to existing Improvements is generally referred to as the "Architectural Review Authority."

ARTICLE III Improvements Requiring Approval of the Architectural Committee

The necessity of obtaining approval from an architectural committee is derived from a land-use restriction contained in the dedicatory instruments applicable to the community. Such land-use restriction will often restrict property owners from constructing or modifying certain improvements, buildings and/or

EXHIBIT A

dedicatory instrument regarding construction or modification of an improvement. When such variance authority is granted to an architectural committee it may be limited to certain types of land-use restrictions or the architectural committee may be restricted from granting a variance except in limited to circumstances where the architectural committee determines there is good cause or justification for allowing the deviation and such variance will not have an adverse impact on the community.

The Declaration does not grant the Architectural Committee the authority to grant variances.

ARTICLE VI Time Period for Review

The Declaration provides that an application for architectural review must be completed and communicated to the requesting property owner (or his or her representative) within 15 days from the receipt of all required information. It is very important that the Architectural Committee comply with this deadline. In the event that the Architectural Committee fails to respond within the time prescribed above, the property owner may then submit their application to the Board. It is important that in that instance, the Board respond within 15 days, as the failure to do so will result in an approval of the application by default.

If the Architectural Committee does not have sufficient information from the requesting property owner to be able to approve an application within the specified time period to do so, the Architectural Committee should deny the application for such reason before the explanation of the deadline, request the additional information needed to perform a review of the application, and inform the requesting property owner that the application will be reconsidered by the Architectural Committee upon receipt of the requested information.

ARTICLE VII Denial of an Application

Section 209.00505 of the Texas Property Code requires all denials of an application for construction or modification of an improvement to be in writing and delivered to the requesting property owner by certified mail, hand-delivery, or electronic delivery. The written denial must also (1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and (2) inform the property owner that he or she may request a hearing with the board of directors for the purpose of appealing the denial by the architectural committee on or before the 30th day after the date the written denial is mailed, hand-delivered or electronically delivered to the property owner.

Based on the permitted scope of Architectural Review Authority described above, an application may be denied by the Architectural Committee for one (1) or more of the following reasons:

1. The quality of workmanship and materials is insufficient.
2. Site dimensions are inadequate.
3. Structural design is inadequate.
4. Main elevation with respect to nearby streets is improper or facing the wrong way..
5. Finished floor elevations do not meet the requirements of the Declaration.
6. Design does not contain the required mandatory brick shelf elevation.

EXHIBIT A

7. The proposed footprint of the dwelling is improper.
8. The overall design is not in conformity and harmony of the external design, color, type and/or appearance of exterior surfaces and landscaping.
9. The proposed improvement does not meet other standards set forth in the Declaration and/or in bulletins promulgated by the Architectural Committee.

A template letter for denial of an application that conforms to the Architectural Committee's scope of Architectural Review Authority under the Declaration and complies with the requirements of Section 209.00505 of the Texas Property Code is attached hereto as Exhibit A-1 and the Architectural Committee is strongly encouraged to use such template when denying a property owner's application for architectural review. The denial of an application letter should state all applicable reasons for the denial.

ARTICLE VIII Appellate Review by the Board

If a request for an appellate review hearing is timely received from a property owner, the Board must conduct an appellate review hearing not later than the 30th day after the date the Board receives the property owner's request and the Board must provide the property owner notice of the date, time, and place of the hearing not later than the 10th day before the date of the hearing.

During an appellate review hearing, the Board, or a designated representative of the Association, and the owner, or his or her designated representative, will each be provided the opportunity to discuss, verify facts, and resolve the denial of the property owner's application or request for the construction or modification of an improvement, and the changes, if any, requested by the architectural committee in the written denial provided to the property owner.

The Board or the property owner may request a postponement of the scheduled hearing. If requested, a postponement shall be granted for a period of not more than 10 days. Subsequent postponements may be granted by agreement of the parties. The Association and/or the property owner may make an audio recording of the appellate review hearing.

The Board is authorized to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee concerning an application for construction of an improvement, as consistent with the Declaration. In other words, the Board is limited to the same scope of architectural review as the Architectural Committee.

EXHIBIT A-1

PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION, INC.

Architectural Control Committee

_____, 2021

[Insert Owner Name]

Via Certified Mail, Hand-Delivery, and/or
Electronic Delivery

RE: Denial of application for construction or modification of improvement at _____ (the
"Property") submitted to the Architectural Control Committee (the "Committee") on _____,
2021 (the "Application")

Dear [insert owner name]:

Thank you for your submission of the Application. The Committee has denied the Application for
the following reasons:

- The quality of workmanship and materials is insufficient.
- The proposed footprint of the dwelling is improper.
- The overall design is not in conformity and harmony of the external design, color, type and/or
appearance of exterior surfaces and landscaping.
- The proposed improvement does not meet other standards set forth in the Declaration and/or in
bulletins promulgated by the Architectural Committee.
- Site dimensions are inadequate.
- Structural design is inadequate.
- Main elevation with respect to nearby streets is improper or facing the wrong way..
- Finished floor elevations do not meet the requirements of the Declaration.
- Design does not contain the required mandatory brick shelf elevation.
- The submitted Application failed to include information required by the applicable dedicatory
instrument and/or requested by the Committee. Please provided the required/requested information and the
Committee will reconsider the Application

Other: _____

[if applicable – add the following provision]

EXHIBIT A

structures without the advance written approval of the architectural committee. The scope of items requiring approval of the architectural committee is specified by the dedicatory instruments applicable to the community.

The Declaration for the Community requires the following items to be submitted to and approved by the Architectural Committee:

Any building, structure, fence, wall or improvement of any kind.

ARTICLE IV Scope of Architectural Review Authority

The authority of the Architectural Committee to approve or deny a property owner's application to construct or modify an improvement is not without limitation. In a 1981 case law opinion, entitled *Davis v. Huey*, the Texas Supreme Court held that dedicatory instrument provisions requiring the submission of plans to and prior consent of an architectural committee before construction of improvements are valid "insofar as they furnish adequate notice to the homeowners of the specific restriction sought to be enforced" and that an architectural committee may not impose building restrictions upon homeowners that are more stringent than those specifically set out in the dedicatory instruments through its discretionary authority to disapprove proposed construction projects. In other words, even if a dedicatory instrument vests an architectural committee with discretionary approval authority, the architectural committee is not permitted to alter or expand the specific building restrictions or to impose limitations on a property owner's construction or remodeling project that are more restrictive than the specific restrictions set out elsewhere in the dedicatory instrument. Thus, the scope of an architectural committee's review of an application for proposed construction or modification of an improvement is generally dictated by the express provisions of the dedicatory instrument establishing such committee, and an architectural committee may not exercise architectural review authority over characteristics of a proposed improvement that is not expressly within such scope of review.

The permitted scope of Architectural Review Authority by the Architectural Committee established by the Declaration is as follows:

1. Quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design, proper facing of main elevation with respect to nearby streets.
2. Minimum finished floor elevations, mandatory brick shelf elevation, and proposed footprint of the dwelling.
3. Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping.
4. The other standards set forth in the Declaration and in bulletins promulgated by the Architectural Committee.

ARTICLE V Variance Authority

It is very common for a dedicatory instrument to vest an architectural committee with the power to grant a property owner a variance from compliance with one or more of the land-use restrictions in the

EXHIBIT A-1

Notwithstanding the denial above, the Committee shall reconsider its denial and approve the Application on the following conditions:

Pursuant to Section 209.00505 of the Texas Property Code, you may request an appellate review hearing with the Board of Directors of Preston Highlands North Estates Homeowners Association, Inc., Inc. (the "Board"). A request for an appellate review hearing must be delivered to the Board on or before the 30th day from the date this notice was transmitted to you at the following mailing and/or email address:

Sincerely,
[insert name]
[insert title]



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/26/2022 08:39:50 AM
\$54.00 DFOSTER
20220426000661780

**PRESTON HIGHLANDS NORTH ESTATES
HOMEOWNERS ASSOCIATION, INC.**

**ARCHITECTURAL STANDARDS BULLETIN FOR THE
INSTALLATION OF FLAGPOLES AND THE DISPLAY OF FLAGS**
(As provided in Chapter 202 of the Texas Property Code)

1. The only flags which may be displayed on a freestanding flagpole are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. Flags for Countries other than the U.S., Team flags, Holiday flags, Birthday flags or Seasonal flags are allowed so long as they are not offensive in nature and may be displayed on a flag pole attached to a dwelling.
2. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
3. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
4. Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flag pole shall be harmonious with the dwelling and have a finish appropriate to the materials used in the construction of the flagpole.
5. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
6. A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.



7. A flagpole can either be securely attached to the face of the dwelling (no other structure) and/or be a freestanding flagpole. Only one freestanding flagpole will be allowed per Lot with no more than two (2) flagpoles total per Lot (freestanding and attached flagpoles combined). A flagpole attached to the dwelling may not exceed 6 feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located in either in the backyard OR if placed in the front yard, must meet all City of Frisco setback requirements.
8. Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.
9. Any flag flown or displayed on a flagpole attached to the dwelling may be no smaller than 3'x5' and no larger than 4'x6'.
10. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flag removed until Owner resolves the noise complaint.
11. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
12. Flagpoles shall not be installed in Common Area or property maintained by the Preston Highlands North Estates Homeowners Association, Inc.
13. All flagpole installations must receive prior written approval from Architectural Control Committee.

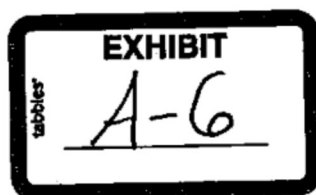
This Architectural Standards Bulletin is promulgated pursuant to and in accordance with Chapter 202 of the Texas Property Code addressing Flag Displays.

**PRESTON HIGHLANDS NORTH ESTATES
HOMEOWNERS ASSOCIATION, INC.**

**ARCHITECTURAL STANDARDS BULLETIN FOR THE
INSTALLATION OF SOLAR PANELS**

(As provided in Chapter 202 of the Texas Property Code)

1. Solar energy devices, including any related equipment or system components (collectively, "*Solar Panels*") may only be installed after receiving the written approval of the Architectural Control Committee.
2. Solar Panels may not be installed upon or within common area or any area which is maintained by Preston Highlands North Estates Homeowners Association, Inc.
3. Solar Panels may only be installed on designated locations on the roof of a home, on any structure allowed under any Preston Highlands North Estates Homeowners Association, Inc. dedicatory instrument, or within any fenced rear-yard or fence-in patio of the owner's property.
4. If located on the roof of a home, Solar Panels shall be located on the roof facing the rear of the home unless the owner demonstrates that the location proposed by the owner increases the estimated annual energy production of the Solar Panels, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Panels if located in an area on the roof requested by Preston Highlands North Estates Homeowners Association, Inc.
5. If located on the roof of a home, Solar Panels shall:
 - a. not extend higher than or beyond the roofline;
 - b. conform to the slope of the roof;
 - c. have a top edge that is parallel to the roofline; and
 - d. have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the



marketplace and blends with the color of the roof to the greatest extent possible.

6. If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line and reasonably screened from view.
7. The Architectural Control Committee may deny a request for the installation of Solar Panels if it determines, and such determination is reduced to writing, that the placement of the Solar Panels as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The property owner may obtain the written approval of the proposed placement of the Solar Panels by all property owners of adjoining property. In this case, the Architectural Control Committee shall approve the installation should it meet all other requirements contained herein unless it determines that the placement substantially interferes with the use and enjoyment of land of persons other than adjoining landowners.
8. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the owner.
9. Solar Panels must be properly maintained at all times or removed by the owner.
10. Solar Panels which become non-functioning or inoperable must be removed by the owner of the property.
11. Solar Panels are prohibited if a Court determines that the installation thereof violates any law or threatens the public health or safety.

This Architectural Standards Bulletin is promulgated pursuant to and in accordance with Chapter 202 of the Texas Property Code addressing the Regulation of Solar Energy Devices.

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION,
INC.**

**ADOPTION OF PROCEDURES AND GUIDELINES FOR CONDUCTING
HEARINGS PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**

The undersigned, Barbara Ryder as the duly elected, qualified, and acting Secretary of the Preston Highlands North Estates Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on March, 2022 and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain *Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates* recorded at Document No. 96-0019123 in the Official Public Records of Collin County, Texas, as may be amended from time to time (collectively, the "**Declaration**").

WHEREAS, Chapter 209 of the Texas Property Code requires the Board to conduct a hearing, if timely requested by a property owner, for the appellate review of negative architectural review determinations and before the Association may suspend a property owner's right to use a common area, file a suit against a property owner (other than a lawsuit seeking a temporary restraining order or temporary injunctive relief or a lawsuit to collect a regular or special assessment or to foreclose an assessment lien), charge a property owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the Association, or report any delinquency of a property owner to a credit reporting service.

WHEREAS, the Board desires to adopt procedures and guidelines for conducting such hearings in compliance with Chapter 209 of the Texas Property Code.

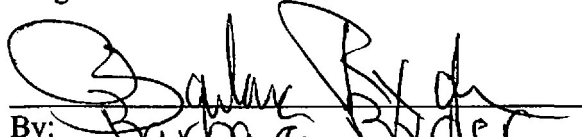
NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the procedures and guidelines set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

SECRETARY'S CERTIFICATE

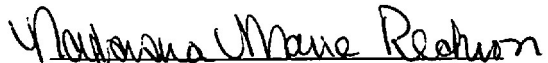
IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Collin County, Texas.

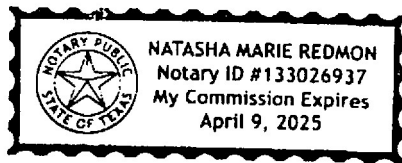

By: Barbara Ryder
Title: Secretary

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on 15th March ²⁰²² ~~2021~~ by Barbara Ryder ^{JR}, Secretary of the Preston Highlands North Estates Homeowners Association, Inc. a Texas non-profit corporation, on behalf of said non-profit corporation.


Notary Public Signature



AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, Ste. A-150
Austin, Texas 78746

EXHIBIT A

PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION, INC.

PROCEDURES AND GUIDELINES FOR CONDUCTING HEARINGS PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE

ARTICLE I

Introduction and Purpose

Preston Highlands North Estates Homeowners Association, Inc., a Texas nonprofit corporation (the "Association") is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain, recorded as Document No. 96-0019123 in the Official Public Records of Collin County, Texas, as may be amended from time to time (the "Declaration").

Chapter 209 of the Texas Property Code imposes certain due process procedures that the Association must perform before it may enforce restrictive covenants and other terms and provisions of the Declaration. In particular, Section 209.006 of the Texas Property Code requires the Board to provide a property owner with a statutorily-mandated notice (the "Chapter 209 Notice"), and to conduct a hearing if timely requested by such property owner, before the Association may suspend a property owner's right to use a common area, file a suit against a property owner (other than a lawsuit seeking a temporary restraining order or temporary injunctive relief or a lawsuit to collect a regular or special assessment or to foreclose an assessment lien), charge a property owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the Association, report any delinquency of a property owner to a credit reporting service, or hold a property owner liable of attorneys fees incurred by the Association associated with such enforcement action by the Association (a "Chapter 209 Enforcement Hearing"). In addition, Section 209.007 of the Texas Property Code imposes statutory procedures for providing notice of and conducting a Chapter 209 Enforcement Hearing.

In addition, the 2021 Texas legislature enacted Section 209.00505 of the Texas Property Code, which establishes authority for the appellate review by the Association's Board of Directors (the "Board") of negative architectural determinations made by the Association's (the "Architectural Committee"). Section 209.00505 also imposes statutory procedures for providing notice of and conducting a hearing by the Board for the appellate review of such architectural determinations (a "Chapter 209 Architectural Review Hearing").

The purpose of these procedures and guidelines (the "Guidelines") is to assist the Board in scheduling, providing notice of, and conducting Chapter 209 Enforcement Hearings and Chapter 209 Architectural Review Hearings in compliance with Chapter 209 of the Texas Property Code and to provide property owners requesting such hearings with notice of the procedures and guidelines that will govern such proceedings.

ARTICLE II

Chapter 209 Architectural Review Hearings

2.1 Scope of the Board's Appellate Review Authority. Unless the Declaration provides otherwise, the Board's authority to conduct an appellate review of an architectural determination

EXHIBIT A

by the Architectural Committee shall be limited to a decision by the Architectural Committee denying an application or request by a property owner for the construction or modification of an improvement on the property owner's lot pursuant to Section 209.00505 of the Texas Property Code. The authority of the Board to review decisions of the Architectural Committee under Section 209.00505 does not extend to an approval of a property owner's application for the construction or modification of an improvement or a denial of a request for a variance from compliance with the provisions of the Declaration.

2.2 Requesting Appellate Review of an Architectural Determination. To be effective, a request for appellate review by the Board of an eligible architectural determination must be in writing and received by the Association within thirty (30) days from the date written notice of such architectural determination was mailed by certified mail, hand-delivered, or emailed to the property owner in compliance with Section 209.00505 of the Texas Property Code. The written request for appellate review must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request appellate review of an eligible architectural determination shall waive the Board's appellate review authority.

2.3 Scheduling and Notice of the Chapter 209 Architectural Review Hearing. The Board shall conduct a Chapter 209 Architectural Review Hearing within thirty (30) days from the date the Board receives a property owner's timely written request for appellate review. The Board shall also provide the property owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Architectural Review Hearing may be mailed, hand-delivered, or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such property owner. The Board or the requesting property owner may request a postponement of the scheduled hearing date one (1) time each and, if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the property owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting property owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to a property owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

2.4 Location of the Chapter 209 Architectural Review Hearing. A Chapter 209 Architectural Review Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. In addition, a Chapter 209 Architectural Review Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the property owner is afforded the reasonable ability to present information relevant to the appellate review of the architectural determinations concerning the property owner's application or request for the construction or modification of an improvement that are at issue. Upon the agreement of the Board and the property owner, a Chapter 209 Architectural Review Hearing may be conducted at the property for which the architectural determinations at issue relate.

EXHIBIT A

2.5 Attendance at the Chapter 209 Architectural Review Hearing. The Board and the requesting property owner may be represented by legal counsel at a Chapter 209 Architectural Review Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Architectural Review Hearing, including the Association's managing agents, members of the Architectural Committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the appellate review of the architectural determinations concerning the property owner's application or request for the construction or modification of an improvement that are at issue.

2.6 Conduction of the Chapter 209 Architectural Review Hearing. At the Chapter 209 Architectural Review Hearing, the Board (or a designated representative of the Association) and the requesting property owner (or the property owner's designated representative) shall each be provided the opportunity to discuss, verify facts, and resolve the denial of the property owner's application or request for the construction of improvements, and the changes, if any, requested by the Architectural Committee in the written denial of such application or request. In order to conduct such process in an orderly manner, the Board shall use the script attached to these Guidelines as Exhibit A-1. An audio recording of the Chapter 209 Architectural Review Hearing may be made by the Board or the property owner.

2.7 Appellate Review Ruling by the Board. The Board shall have the authority to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee concerning the application or request for the construction or modification of an improvement that is the subject of the Board's appellate review. Such authority shall include the power to modify or reverse decisions by the Architectural Committee previously approving components of the requesting property owner's application or request for the construction or modification of an improvement. The Board's ruling may be conditioned upon the property owner's agreement to modify the proposed construction or modification of the improvement at issue or upon the owner's agreement to other reasonable terms and conditions (such as installation of landscaping or screening). The Board may, but is not required to, state the basis for its determinations in the written ruling. Notwithstanding anything to the contrary, the Board's ruling shall be consistent with the terms and provisions of the Declaration and no architectural determinations made by the Board pursuant to its appellate review of the Architectural Committee's determinations may exceed the architectural review authority vested in the Architectural Committee by the Declaration. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered or emailed to the requesting property owner within ten (10) business days from the date of the Chapter 209 Architectural Review Hearing. There shall be no further appeal or reconsideration of the ruling by the Board.

ARTICLE III

Chapter 209 Enforcement Hearings

3.1 Requesting a Chapter 209 Enforcement Hearing. To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30) days from the date written notice of a violation, property damage, fine, suspension of rights or intent to notify a credit reporting service is sent to the property owner by verified mail in compliance with Section 209.006 of the Texas Property Code. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management

EXHIBIT A

certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request a Chapter 209 Enforcement Hearing shall waive any right to such a hearing.

3.2 Scheduling and Notice of the Chapter 209 Enforcement Hearing. The Board shall conduct a Chapter 209 Enforcement Hearing within thirty (30) days from the date the Board receives a property owner's timely written request for a hearing. The Board shall also provide the property owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Enforcement Hearing may be mailed, hand-delivered, or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such property owner. The Board or the requesting property owner may request a postponement of the scheduled hearing date one (1) time each, and if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the property owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting property owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to a property owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

3.3 Location of the Chapter 209 Enforcement Hearing. A Chapter 209 Enforcement Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Enforcement Hearing is conducted at a meeting of the Board, it shall be conducted during an executive session of the meeting unless the requesting property owner and the Board agree to conduct it during an open session of the meeting. In addition, a Chapter 209 Enforcement Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the property owner is afforded the reasonable ability to present information relevant to the subject matter of the Chapter 209 Enforcement Hearing. Upon the agreement of the Board and the property owner, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.

3.4 Pre-Hearing Disclosure of Evidence Packet. No later than ten (10) days before a Chapter 209 Enforcement Hearing is held by the Board, the Board shall provide to the requesting property owner a packet containing all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing (the "Evidentiary Packet"). The Evidentiary Packet may be mailed, hand-delivered or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage or emailed to the requesting property owner at an email address provided to the Association by such property owner. A letter from the Board to the requesting property owner stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Hearing have been produced or that there are no documents, photographs, or communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing shall satisfy the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. If the Board fails to timely provide the Evidentiary Packet to the requesting property owner, the property owner shall be entitled to an automatic fifteen (15) day postponement

EXHIBIT A

of the Chapter 209 Enforcement Hearing, unless the property owner agrees to waive the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. A template letter for providing notice of a Chapter 209 Enforcement Hearing and pre-hearing disclosure of the Evidence Packet is attached to these Guidelines as Exhibit A-2.

3.5 Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting property owner may be represented by legal counsel at a Chapter 209 Enforcement Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Enforcement Hearing, including the Association's managing agents, members of the Architectural Committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the subject matter of the hearing.

3.6 Conduction of the Chapter 209 Enforcement Hearing. The purpose of the Chapter 209 Enforcement Hearing is to discuss and verify facts and resolve the matters at issue. At the Chapter 209 Enforcement Hearing, a member of the Board (or a designated representative of the Association) shall first present the Association's case against the property owner. The property owner (or the property owner's designated representative) may then present the property owner's information and issues relevant to the appeal or dispute. In order to conduct such process in an orderly manner, the Board shall use the script attached to these Guidelines as Exhibit A-3. An audio recording of the Chapter 209 Enforcement Hearing may be made by the Board or the property owner.

3.7 Ruling by the Board. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting property owner within ten (10) business days from the date of the Chapter 209 Enforcement Hearing. The Board may, but is not required to, state the basis for its determinations in the written ruling. There shall be no appeal or reconsideration of the ruling by the Board.

EXHIBIT A-1

**OUTLINE FOR CONDUCTING A CHAPTER 209
ARCHITECTURAL REVIEW HEARING**

Note: A Director or Officer should act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer: “The Board of Directors has convened for the purpose of hearing an appeal by _____ of an architectural determination by the Architectural Committee denying an application or request for the construction or modification of an improvement. The hearing is being conducted as required by Section 209.00505 of the Texas Property Code, and it is an opportunity for the appealing party to discuss, verify facts, and attempt to resolve the matter at issue. The Board has the authority to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee concerning the application or request for the construction or modification of an improvement that is the subject of hearing.”

“The hearing will be conducted in three phases. First will be the Presentment of Facts, followed by a Discussion of Issues in Dispute, and then Proposal of Resolutions.”

“The Board of Directors would like to resolve the appeal at this hearing. However, the Board of Directors may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated to the appealing party in writing within ten (10) business days.”

II. Presentation of Facts:

Hearing Officer: “This portion of the hearing is to permit the appealing party the opportunity to present information related to the application for construction or modification of an improvement that was denied by the Architectural Committee. After which, the Board or a designated representation of the Association may present information concerning the basis for the Architectural Committee’s denial of the application or other information related thereto. Thereafter, the Board may permit the appealing party to present additional information if such information is relevant to issues raised during the presentation by the Board or the Association’s representative.”

“During the presentations, all parties are expected to be respectful and to not interrupt the party who is making a presentation. The Board members, however, may ask questions during a party’s presentation so long as it does not unreasonably disrupt the presentation.”

“Before beginning, the appealing party is requested to introduce any of his or her representatives or witnesses that will be participating in the presentation of facts.”

[Conduct Presentations]

EXHIBIT A-1

III. Discussion of Issues in Dispute:

Hearing Officer: “This portion of the hearing is to permit the Board of Directors and the owner to discuss factual issues or disputes relevant to the application for construction or modification of an improvement that was denied by the Architectural Committee. Discussion should be productive and designed to seek, if possible, an acceptable resolution that permits the appealing party to construct or modify the improvement at issue. An agreement may be conditioned upon the appealing party modifying the proposed construction or modification plan or the Board imposing other reasonable conditions or concessions that may address or mitigate issues of concern. The Hearing Officer retains the right to conclude this portion of the hearing at any time.”

IV. Proposal of Resolutions:

Hearing Officer: “This portion of the hearing is to permit discussion between the Board of Directors and the appealing party regarding the final terms for the approval of the application to construct or modify an improvement if a resolution was agreed upon during the discussion phase of the hearing.”

If no settlement is agreed upon, the Hearing Officer may: (1) request that the Board of Directors enter into executive session to discuss its ruling on the appeal; (2) request that the Board of Directors take the matter under advisement and adjourn the hearing; or (3) advise the appealing party of the Board of Directors’ decision and adjourn the hearing.

EXHIBIT A-2

PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION, INC.

_____, 2021

Via [mail, hand-delivery, and/or email]

Re: Notice of hearing and pre-hearing disclosure of evidentiary packet concerning violation(s) of the restrictive covenants [or unpaid assessments] related to _____ (the "Property")

Dear _____:

Preston Highlands North Estates Homeowners Association, Inc. (the "Association") is in receipt of your request for a hearing with the Board concerning the restrictive covenant violation(s) [and/or unpaid assessments] related to the Property (the "Enforcement Matter").

The hearing on the Enforcement Matter will be conducted at ___:___m on _____, 2021 at _____ [by Zoom video conference at the following link].

If you cannot attend the scheduled hearing, you are entitled to one postponement. Please notify the Association of your request for a postponement and the hearing will be rescheduled for a new date within ten (10) days from the original scheduled date and an email address that may be used to notify you of the new hearing date. You can request a postponement by sending an email to the following email address: _____.

In addition, enclosed with this notice is a packet containing all the documents, photographs, and/or communications relating to the Enforcement Matter that the Association intends to introduce at the hearing. [The Association does not intend to introduce any documents, photographs, or communications at the hearing.]

Sincerely,

OUTLINE FOR CONDUCTING A CHAPTER 209 ENFORCEMENT HEARING

Note: A Director or Officer should act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer: "The Board of Directors has convened for the purpose of hearing an appeal by _____ from a determination by the Association that such owner is in violation of the restrictive covenants applicable to his or her property and/or the guidelines or rules of the Association (or from the imposition of fines by the Association for violation of the restrictive covenants applicable to his or her property and/or the guidelines or rules of the Homeowners Association). The hearing is being conducted as required by Section 209.007 of the Texas Property Code, and it is an opportunity for the appealing party to discuss, verify facts, and attempt to resolve the matter at issue. The Board of Directors would like to resolve the dispute at this hearing. However, the Board of Directors may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated to the appealing party in writing within fifteen (15) days."

II. Presentation of Facts:

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

[Conduct Presentations]

III. Discussion of Issues in Dispute:

Hearing Officer: "This portion of the hearing is to permit the Board of Directors and the 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, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time."

IV. Proposal of Resolutions:

Hearing Officer: "This portion of the hearing is to permit discussion between the Board of Directors and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing."

If no settlement is agreed upon, the Hearing Officer may: (1) request that the Board of Directors enter into executive session to discuss the matter; (2) request that the Board of Directors take the matter under advisement and adjourn the hearing; or (3) advise the appealing party of the Board of Directors' decision and adjourn the hearing.

**PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION, INC.
PROCEDURES AND GUIDELINES FOR CONDUCTING HEARINGS
PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/26/2022 08:39:50 AM
\$66.00 DFOSTER
20220426000661750

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION,
INC.**

ADOPTION OF CONTRACT PROCUREMENT POLICY

The undersigned, Barbara Ryder, as the duly elected, qualified, and acting Secretary of the Preston Highlands North Estates Homeowners Association, Inc., a Texas nonprofit corporation (the “**Association**”), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the “**Board**”) at a meeting of the Board held on March 1, 2022, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, Chapter 209.0052 of the Texas Property Code (the “**Code**”) requires the Association to solicit bids or proposals using a bid process established by the Association for the procurement of any proposed contract for services that will cost more than \$50,000; and

WHEREAS, the Board desires to adopt a contract procurement policy establishing a bid process for the solicitation of bids and proposals for the purpose of complying with the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the contract procurement policy set forth on Exhibit “A”, attached hereto and incorporated herein by reference.

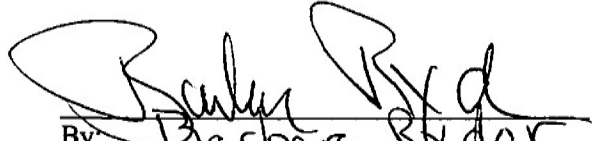
BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

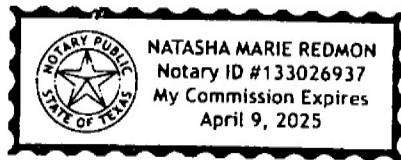
IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Collin County, Texas.

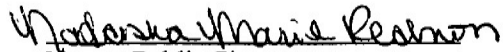

By: Barbara Ryder
Title: Secretary

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on 15th, March 2022nd by Barbara Ryder, Secretary of the Preston Highlands North Estates Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, A-150
Austin, Texas 78746

EXHIBIT A

PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION, INC. CONTRACT PROCUREMENT POLICY

The intent of this Contract Procurement Policy (the "Policy") is to assist the Board of Directors (the "Board") of the Preston Highlands North Estates Homeowners Association, Inc., Inc. (the "Association"), or if applicable, its managing agent (the "Manager") in the procurement of contracts for services in which it is anticipated that the cost of such services shall exceed \$50,000.

The guidance in this policy is intended to provide an outline of required procedures and recommended decision factors for the procurement of certain contracts for services. No policy, however, can provide absolute direction for every circumstance. The Board and/or Manager shall at all times be guided by the good faith exercise of business judgment, common sense, and prudence.

It is also recognized that circumstances may arise that require quick decision making. Nothing in this document is intended to prevent officers and board members from responding in a timely manner to unusual or emergency situations in order to serve the best interests of the Association.

I. PROCUREMENT APPROVAL AND BID REQUIREMENTS

1.1 Applicable Contracts Subject to this Policy. This Policy shall be utilized for the procurement of contracts for services (a "Services Contract") in which it is anticipated that the cost of such services shall exceed \$50,000. For purposes of calculating the cost of the Services Contract, only such costs that are guaranteed under the Services Contract, absent a termination of the Services Contract for cause, shall be included. In other words, if a Services Contract may be terminated at any time for convenience, any costs anticipated under the Services Contract that may be avoided by a termination for convenience as of the effective date of the Services Contract shall not be included in the calculated cost of the Services Contract. By way of illustration, in a one-year Services Contract that may be terminated for convenience with 90-days' notice, only the payments due during the first 90 days of the contract shall be included in the calculation of the costs of such Services Contract.

In addition, only the guaranteed costs during the guaranteed duration of the Services Contract shall be included in the calculation of its cost. If a Services Contract is for a period of one-year, but includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, only the guaranteed costs due during the first year shall be included in the calculation of costs.

Notwithstanding, the Board and/or the Manager may, but is not required to, utilize this Policy for the procurement of contracts for goods or for services in which the cost of such services is less than \$50,000.

1.2 Exceptions to the Utilization of this Policy. The Board and/or the Manager shall not be required to adhere to the Policy under the following circumstances:

EXHIBIT A

1.2.1 The occurrence of a reasonably unforeseen emergency that requires the Association to engage a service provider immediately in order to avoid risk of or further harm to persons or property and there is not sufficient time to allow for the collection and review of bids.

1.2.2 The service at issue does not permit soliciting competitive bids; including services needed to address major facility failures, damages due to disasters, or services necessary to address immediate safety and security issues.

1.2.3 Only one supplier can meet the necessary delivery date with the requirements of established standards, design, quality, or compatibility with existing equipment.

1.2.4 Changing of vendors would disrupt or void existing warranties.

II. REQUESTS FOR QUOTATION AND BID REQUIREMENTS

2.1 **Bidding Procedures.** When bidding is required, common sense dictates the level of care, detail, and consideration that should be exerted in soliciting bids for services. The intent of this section is to provide general guidance to the Board and/or the Manager on facilitating a bidding process. The Board shall be responsible for insuring the appropriate level of preparation, detail, and due diligence have been met.

2.2. **Requests for Quotation (“RFQ”).** Prior to solicitation of competitive bids, the Board and/or the Manager will prepare a RFQ consisting of:

2.2.1 Instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of the bids and the address where bids are to be delivered.

2.2.2 A scope of work, delivery and performance schedule, and any special instructions necessary.

2.3.3 If applicable, the contract terms and conditions, including warranty and bonding or other requirements.

2.2.4 A statement regarding how the award will be made, such as the award shall be made to the lowest responsive and responsible bidder or the award shall be made to the responsive and responsible bidder whose bid represents the best value to the Association by optimizing quality, cost, and efficiency.

2.2.5 Additional items to be considered for inclusion in the RFQ may include:

a. Precise statement of work in the case of services.

b. Precise statement of product(s) in the case of property purchases. This should include item identification (part numbers or minimum performance standards for example)

EXHIBIT A

- c. Time frames (beginning and completion dates, schedules, milestones, or length of contract, as appropriate)
- d. Request statement of warranty (if appropriate)
- e. Contact information for vendors to ask questions.
- f. Quotation deadline date(s)
- g. Projected decision date
- h. Specification of bid minimum criteria
- i. Liability insurance requirement(if appropriate)
- j. Copies of appropriate licenses

2.3 Solicitation of Competitive Bids. In general, at least three competitive bids should be obtained from qualified vendors, as applicable, where bidding is required by this Policy. In order for a bid to qualify as a “competitive bid”, there must be competition among more than one supplier. A single supplier that submits two or three written bids for comparable products, in an attempt to meet the number of bids required by this Policy, will not individually qualify as having met the “competitively bid” criteria. The Association must receive quotes from more than one supplier in order for the good or service being quoted to meet the criteria of “competitively bid”.

In the case of extenuating circumstances, the approval of a Services Contract subject to this Policy may be authorized by the Board based on fewer than three bids if there are circumstances existing that constitute an exception to the utilization of this Policy or there is a lack of qualified vendors reasonably available in the community. If the Board elects to approve a Services Contract subject to this Policy with less than three bids, the reasons for deviating from this Policy shall be documented in the minutes of the meeting at which the Services Contract is approved.

2.4 Vendor Disqualification. Because it is not uncommon for membership on the Board or the Manager to change over time, the persons currently serving as the Board and/or the Manager may not be aware of prior experiences that the Association has had with certain vendors. In order to avoid contracting with a vendor with which the Association has had a bad experience, the Association shall maintain a list of vendors which the Association will not do business with due to past poor performance or other valid reasons. Reasons for inclusion on the list include late performance of deliveries or services, poor quality, failure to make good on warranties, or other valid reasons. Input from other property owners associations may be considered. Additions to the exclusion list must be approved by the Board. Any decision to remove a vendor from the exclusion list must also be approved by the Board. A RFQ shall not be submitted to any vendor on the exclusion list unless approved in advance by the Board.

2.5 Bid Deadline. Bids shall be submitted to the Board and/or the Manager within the deadline specified. Bids received outside of the specified deadline should not be considered unless an insufficient number of bids are received by the Board and/or Manager within the specified deadline.

EXHIBIT A

2.6 **Bid Confidentiality.** Bids submitted to the Board and/or Manager shall remain confidential and may not be shared with any prospective vendor.

2.7 **Interested Vendors.** As a general policy, the Association should not do business with members of the Board or persons related to a current member of the Board within the third degree by consanguinity or affinity ("Related Person"), or a company in which a current member of the Board or Related Person has a financial interest in at least 51 percent of the profits of such company (hereinafter, an "Interested Vendor") due to potential conflict of interest. However, it is recognized that under certain circumstances it may be advantageous to the Association to enter into contracts with an Interested Vendor because the Interested Vendor is the only vendor that may have particular skills, offers of discount, familiarity with the needs of the Association, etc. In such event, the procurement process must comply with the additional requirements of Section 209.0052 of the Texas Property Code, which include:

2.7.1 the Association obtains at least two other bids for the contract from persons not associated with the Interested Vendor, if reasonably available in the community;

2.7.2 the interested Board member is not given access to the other bids; does not participate in any Board discussion regarding the contract; and does not vote on the award of the contract;

2.7.3 the material facts regarding the relationship or interest of the Interested Vendor with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor; and

2.7.4 the Board certifies that the requirements of Section 209.0052(a)-(b) have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor.

III. VENDOR SELECTION

3.1 **Vendor Selection Considerations.** The process diligence and criteria for selecting any vendor varies greatly depending on the value of the expenditure. Common sense suggests that routine purchases of items or services generally available from a variety of sources does not require much consideration or effort. Conversely, higher value purchases and procurement of services and products where expertise and technical considerations are important require proportionally more diligence and effort. The following criteria should be considered:

3.1.1 Cost

3.1.2 Quality

3.1.3 Vendor qualification (appropriate resources, experience, and scale)

3.1.4 Previous history (positive or negative) with the Association or other local property owners associations.

EXHIBIT A

- 3.1.5 Continuity of services (particularly when dealing with infrastructure maintenance)
- 3.1.6 References
- 3.1.7 Expertise and/or experience
- 3.1.8 Conflicts of interest
- 3.1.9 Proof of liability insurance (where applicable)
- 3.1.10 Proof of appropriate license(s) (where applicable)
- 3.1.11 Preference for local vendors

3.2 Selection of Winning Bid. The process of choosing a winning bid will vary depending on the nature of the work to be performed and the value of the expenditure. The Board shall have the discretion of accepting a bid higher than the low bid if justified based on contractor qualifications or other relevant considerations such as expertise or experience.

If an insufficient number of competitive bids that meet all bidding specifications are received by the submission deadline, the Board shall have the discretion of accepting a bid from amongst those received (even if the selected bid does not meet all of the bidding specifications) or soliciting additional bids based on the same or modified criteria.

The final selection of a vendor needs to reflect a common sense consideration of all these criteria. While cost is frequently a very important factor in vendor decisions, many circumstances may exist when there are good reasons to assign greater importance to other criteria. As a general guideline, the more technically difficult or risky the job, the more emphasis should be placed on previous experience, quality, and continuity of services.

3.3 Contract Renewals. If a Services Contract has an automatic renewal provision, each separate contractual period shall be subject to this Policy. In other words, if a Services Contract is for a guaranteed period of one year (without the ability to terminate for convenience) and has an automatic annual renewal period that may be avoided by an affirmative act of the Association, each annual period of time shall be subject to this Policy and may require competitive bidding if the guaranteed cost for each annual period of time exceeds \$50,000. By way of illustration, if a Services Contract is for a period of one-year and has a guaranteed cost of \$49,000, but it includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, and the guaranteed cost of the second year period is \$51,000, the Association shall be obligated to seek competitive bids from the current vendor and additional vendors in compliance with this Policy before permitting the renewal of the Services Contract for an additional year.

IV. CONTRACT CONSIDERATION

4.1 Guidelines for Vendor Contract. The Association intends to follow prudent purchasing procedures in authorizing all expenditures. This is particularly important when

EXHIBIT A

contracts for goods or services are signed on behalf of the Association. The existence of a contract generally signals that the proposed vendor will receive either a higher value purchase order or longer term agreement. Proposed contracts need to reflect a level of due diligence and care in proportion to the value and term of the transaction. The following is a list of considerations that should be reviewed and spelled out in contracts:

4.1.1 Appropriate government regulations must be followed. This may entail building permits or other approvals pertinent to the proposed transaction.

4.1.2 Proof of liability insurance protecting the Association and owners must be received by the Association prior to contract execution.

4.1.3 Vendors must provide proof of appropriate licensing and bonding.

4.1.4 A statement of work appropriate to the value, time frame, and technical difficulty should be included.

4.1.5 In the case of construction and repair projects, the contract should specify an appropriate level of on site management by the vendor and specify procedures for the Association to communicate issues to the vendor during performance of the contract. If appropriate, the contract should acknowledge the use of outside inspection by the Association.

4.1.6 Subcontracting of any portion of the proposed work/product should specify the subcontractor, the specific work/product to be so subcontracted, and a definitive statement of warranty responsibility.

4.1.7 Contracts should specify appropriate terms including:

- a. Timeframes (start and completion dates)
- b. Renewal conditions
- c. Termination clauses or sunset language
- d. Warranty terms

4.2 Additional Contractual Considerations. In addition to the considerations above, the Board should be aware of common mistakes or problems that arise in the negotiating of contractual terms and/or preparing written vendor contracts:

4.2.1 Accepting vendor contract terms

4.2.2 Failing to obtain legal review of higher value contracts

4.2.3 Insuring contract language makes it clear the vendor is not an employee of the Association

4.2.4 Vague termination or sunset terms

EXHIBIT A

- 4.2.5 Failure to follow the Association's procurement policy
- 4.2.6 Vague warranty terms



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/26/2022 08:39:50 AM
\$58.00 DFOSTER
20220426000661760

A handwritten signature in cursive script that reads "Stacey Kemp".

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION,
INC.**

**ADOPTION OF PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE**

The undersigned, Barbara Ryder, as the duly elected, qualified, and acting Secretary of the Preston Highlands North Estates Homeowners Association, Inc., a Texas nonprofit corporation (the “**Association**”), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the “**Board**”) at a meeting of the Board held on March 1, 2022, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, certain recently-enacted statutory laws purport to override or void any provision in the Association’s governing documents that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or displaying religious items on their dwelling or property;

WHEREAS, Chapter 202 of the Texas Property Code (the “**Code**”) authorizes the Association to adopt dedicatory instrument provisions to impose certain limited permitted regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner’s property and/or a property owner or resident’s display of religious items on their property or the dwelling located thereon; and

WHEREAS, the Board desires to adopt such permissible regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the regulations set forth on Exhibit “A”, attached hereto and incorporated herein by reference.

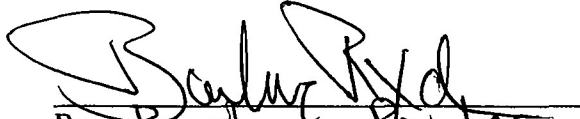
BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

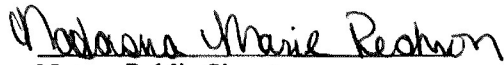
IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Collin County, Texas.

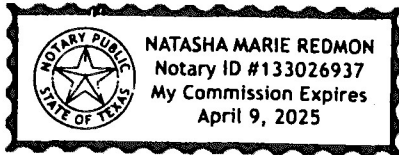

By: Barbara Ryder
Title: Secretary

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on 15th March 2022^{re} by Barbara Ryder, Secretary of the Preston Highlands North Estates Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.


Notary Public Signature



AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, Ste. A-150
Austin, Texas 78746

**PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ADOPTING PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE**

EXHIBIT A

STATUTORY-BASED RULES & REGULATIONS FOR PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS ASSOCIATION, INC.

I. OPENING RECITALS

1.1 Declaration. These Statutory-Based Rules & Regulations for Preston Highlands North Estates Homeowners Association, Inc. apply to all real property that is subject to the Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates recorded at Document No. 96-0019123 in the Official Public Records of Collin County, Texas, as amended and supplemented (the “**Declaration**”), such real property constituting the “**Subdivision Development.**”

1.2 Authority. The Declaration contains provisions that impose land-use restrictions that regulate the use of lots in the Subdivision Development and the construction or placement of improvements thereon, as well as provisions that prohibit construction or modification of improvements on lots without the prior written approval of the Association’s Board of Directors, an architectural review committee, or the Declarant, as the case may be. Certain recently-enacted Texas statutory laws purport to override or void any provision in the Declaration that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or restrict or prohibit property owners or residents from displaying religious items on their dwelling or lots. Notwithstanding, such statutory laws authorize the Association to adopt and enforce certain permissible dedicatory instrument provisions that impose certain limited regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner’s property and/or a property owner or resident’s display of religious items on their property or the dwelling located thereon.

1.3 Construction & Conflict. These Statutory-Based Rules & Regulations are drafted to be compliant with the provisions of Chapter 202 of the Texas Property Code to which they are inferior. Accordingly, the terms and provisions of these Rules & Regulations are to be liberally construed to give maximum effect to the regulation of swimming pool enclosures, security measures, and displayed religious items permitted under Chapter 202 of the Texas Property Code, but they shall not be construed as a way to evade the protections, permissions, or requirements of Chapter 202. As a convenience to the Association's directors, officers, members, and managers, the pertinent provisions of applicable laws are paraphrased if not restated in these Rules & Regulations. If any provision of these Rules & Regulations conflict with State law, inaccurately paraphrases State law, or inadvertently omits an aspect of State law, the corresponding provision in State law controls. In the event of an apparent conflict between a provision of these Rules & Regulations and a provision in another dedicatory instrument of the Association, an effort must be made to construe the provisions so as to give effect to both, if such construction is reasonable. Otherwise, the provision in these Rules & Regulations is the higher authority for the limited purpose for which it is adopted, superseded only by public law. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

EXHIBIT A

1.4 Severability. Invalidation of any provision of these Rules & Regulations by judgment or court order or subsequent statutory enactment does not affect any other provision, which remains in full force and effect.

1.5 Definitions. The term “Architectural Review Committee” shall mean the Architectural Control Committee. Any other capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration.

1.6 Conflicts. To the extent these Statutory-Based Rules and Regulations directly contradict with any previous guidelines or rules adopted by the Association, these Statutory-Based Rules and Regulations shall control. These Statutory-Based Rules and Regulations are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association..

1.7 Effective Date. These Statutory-Based Rules and Regulations shall be effective as a “Dedictory Instrument” of the Association and the Subdivision Development on the date it is recorded in the Official Public Records of the county or counties in which all or a portion of the Subdivision Development is located.

II. STATUTORY-BASED RULES & REGULATIONS

The following Rules & Regulations are hereby adopted as a Dedicatory Instrument for the Association and Subdivision Development:

A. SECURITY MEASURE REGULATIONS

A-1 Building or Installation of Security Measures. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.023), a property owner may build or install security measures, including but not limited to a security camera, motion detector, or perimeter fence, (a “Security Measure”), subject to the requirements of these Security Measure Regulations and permitted applicable provisions of the Declaration.

A-2 Location of Security Measures. A property owner may not build or install a Security Measure on any real property other than real property privately owned by such property owner.

A-3 Perimeter Fencing. A perimeter fence may not be built or installed unless the type of fencing, including without limitation, its design, height, color, and construction material has been approved in writing by the Association’s architectural review committee. Notwithstanding, a perimeter fence must be constructed of only black wrought iron or its decorative equivalent, not to exceed four feet in height, if utilized to enclose the front of the lot.]

A-4 Continued Application of the Declaration. To the extent applicable provisions of the Declaration or other dedicatory instruments of the Association do not prevent the economical building or installation of a Security Measure, such provisions shall continue to govern the building or installation of the Security Measure.

A-5 Architectural Review of Security Measures. A property owner must apply to the Architectural Review Committee for prior written approval of a proposed Security Measure to

EXHIBIT A

the extent required by the provisions of the Declaration and other dedicatory instruments of the Association. To the extent an applicable provision of the Declaration or other dedicatory instrument would prevent the economical building or installation of a proposed Security Measure, the Architectural Review Committee shall be authorized to modify the application of such provision in a manner that is reasonably intended to allow for the economical building or installation of the proposed Security Measure while still adhering as much as possible to the underlying intent and purpose of the Declaration and other dedicatory instruments, as determined by the Architectural Review Committee in its sole and absolute discretion.

B. RELIGIOUS ITEM DISPLAY REGULATIONS

B-1 Religious Displays. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.018), a property owner or resident may display or affix one or more religious items on the owner' or resident's lot or dwelling constructed thereon ("Religious Item"), provided:

- (1) The display of the Religious Item is motivated by the owner or resident's sincere religious belief;
- (2) No Religious Item may be installed or displayed that threatens the public health or safety;
- (3) No Religious Item may be installed or displayed that violates any law, other than one prohibiting the display of religious items;
- (4) No Religious Item may be installed or displayed that contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
- (5) No Religious Item may be installed or displayed on any real property owned by the Association or maintained by the Association or owned in common by members of the Association;
- (6) No Religious Item may be installed or displayed which violates any applicable building line, right-of-way, setback, or easement; and
- (7) No Religious Item may be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole or fixture.

B-2 Architectural Review of Religious Items. Property owners and residents are encouraged (but not required) to apply to the Architectural Review Committee for confirmation that the proposed Religious Item conforms to these Religious Item Display Regulations. The Association may require a property owner or resident to remove any displayed Religious Item prohibited by the Declaration that does not comply with the requirements of applicable law or these Religious Item Display Regulations.

C. SWIMMING POOL ENCLOSURE REGULATIONS

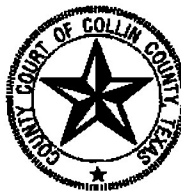
C-1 Swimming Pool Enclosure. To the extent permitted and protected by applicable law (Texas Property Code Section 202.022), a property owner may install on the owner's property a swimming pool enclosure that conforms to applicable state or local safety requirements (a "Swimming Pool Enclosure"), subject only to the requirements of these Swimming Pool Enclosure Regulations. For purposes of these Swimming Pool Enclosure Regulations, a Swimming Pool Enclosure shall mean a fence that:

- (1) surrounds a water feature, including a swimming pool or spa;
- (2) consists of transparent mesh or clear panels set in metal frames;
- (3) is not more than six feet in height; and
- (4) is designed to not be climbable.

C-2 Regulation of Swimming Pool Enclosures. Swimming Pool Enclosures must comply with the following regulations:

- (1) A Swimming Pool Enclosure must be black in color unless an alternative color is approved by the Architectural Review Committee.
- (2) A Swimming Pool Enclosure must consist of transparent mesh set in metal frames unless an alternative material or design is approved by the Architectural Review Committee.
- (3) A Swimming Pool Enclosure shall not exceed six (6) feet in height, regardless of terrain, unless approved by the Architectural Review Committee.
- (4) A Swimming Pool Enclosure shall be designed to not be climbable.
- (5) A Swimming Pool Enclosure must conform to applicable state or local safety requirements. Notwithstanding the foregoing, it is the property owner's responsibility to ensure conformity with such requirements, and an approval from the Association or its architectural review committee shall not be construed as a warranty or representation that such installation is in fact in accordance with such requirements.

C-3 Architectural Review of Swimming Pool Enclosures. A Swimming Pool Enclosure may be installed by a property owner on his or her property without obtain written approval from the Association's architectural review committee, provided the Swimming Pool Enclosure complies with the Swimming Pool Enclosure Regulations' minimum requirements specified above. Notwithstanding, any Swimming Pool Enclosure that is not black in color or does not consist of transparent mesh set in metal frames must be approved in advance by the architectural review committee.



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/26/2022 08:39:50 AM
\$46.00 DFOSTER
20220426000661770

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

Instrument Number: 2023000142313

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: December 14, 2023 02:52 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$62.00

******* 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: 2023000142313
Receipt Number: 20231214000433
Recorded Date/Time: December 14, 2023 02:52 PM
User: Amanda J
Station: Station 6

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

SIXTH 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 copy of the following:

- ***Preston Highlands North Estates Homeowners Association, Inc. – Fining Policy (Exhibit A)***

All persons or entities holding an interest in and to any portion of the Property are subject to the foregoing dedicatory instrument and replaces and supersedes all previously recorded dedicatory instruments and addressing the same subject matter and shall 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 Sixth 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.

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

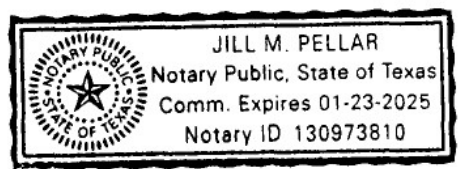
By: *[Handwritten Signature]*

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 December 14, 2023, by Daniel E. Pellar, duly authorized agent and attorney of the Preston Highlands North Estates Homeowners Association, Inc.

Jill M Pellar
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**

PRESTON HIGHLANDS NORTH ESTATES HOMEOWNERS' ASSOCIATION, INC.

FINING POLICY

WHEREAS, the Board of Directors of the Preston Highlands North Estates Homeowners Association, Inc. (the "Board") is the entity responsible for the operation the Preston Highlands North Estates Homeowners Association, Inc. ("Association"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Preston Highlands North Estates, filed of record as Instrument No. 96-0019123 in the Land Records of Collin County, Texas, as amended and supplemented from time to time ("Declaration") and the Bylaws of the Association ("Bylaws"); and

WHEREAS, the Declaration affects certain parcels or tracts of real property in the City of Frisco, Collin County, State of Texas, (the "Property") which are more particularly described in Exhibit "B" attached hereto; and

WHEREAS, pursuant to Article X, Section 1 of the Declaration, the Association, acting through the Board, has the authority to enforce the provisions of the Declaration and, pursuant to Article VIII, Section 1(a) of the Bylaws, the Board has the power to establish and collect penalties and fines for defaults by Owners under the Bylaws, the Declaration and any other recorded and enforceable governing documents (collectively hereinafter "Governing Documents"); and

WHEREAS, the Board finds that there is a need to establish orderly procedures for the issuance of fines in order to encourage Owners and their occupants to comply with the Association's Governing Documents; and

WHEREAS, the Board hereby adopts this Fining Policy (herein "Policy") which is intended to replace and supersede all prior resolutions relating to the levying of fines for violations of the Association's Governing Documents.

NOW, THEREFORE, IT IS RESOLVED that the following systems, procedures and practices are established for the levying of fines against Owners.

1. Establishment of Violation. Any condition, use or activity which does not comply with the provisions of the Association's Governing Documents shall constitute a "Violation" under this Policy for all purposes.
2. Report of Violation. The existent of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Policy, the delegate of the Board may include any one or more of the following: the Architectural Control Committee ("ACC") or the management staff of the Association ("Management"). It is the intent of this Policy that the Board will, at a minimum, delegate to Management the enforcement of certain types of Violations of a routine nature specifically defined by the Board. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the “Curable Violation(s)” as defined by the Texas Property Code.
- b. Identification by street address of the Unit on which the Violation(s) exists or has occurred.
- c. Identification of the authority establishing that the condition, use or activity constitutes a Violation.
- d. Date of the verification observation.

As soon as practical after the field observation report is prepared, the delegate will forward to the Owner of the Lot in question written notice via postcard or letter sent by first class mail of the discovery of a Curable Violation(s). The Owner will have thirty (30) days from the receipt of the postcard or letter to correct or eliminate the Curable Violation(s).

3. Required Notice.

- a. First Notice. If no response is received to the postcard or letter and the Curable Violation has not been cured, and for all Uncurable Violation(s) as defined by the Texas Property Code (“Uncurable Violation”), the Board or its delegate shall notify the Owner of the Unit by first-class mail or personal delivery and by certified mail, return receipt requested, that a Violation(s) has occurred or exists (the “First Notice”). The First Notice shall not be required to be sent prior to the Association’s right to levy a fine or impose other sanctions if the Owner has previously received a First Notice relating to a similar Violation within six (6) months of the current Violation. For purposes of this Policy, such an Owner shall be referred to as a “Repeat Offender”. The First Notice shall contain, at a minimum, the following information:
 - i. The nature, description and location of the Violation(s), including any property damage caused by the Owner;
 - ii. The authority for establishing that the condition, use or activity constitutes a Curable or Incurable Violation, including the authority for recovering property damages caused by the Owner;
 - iii. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the Owner for property damage;
 - iv. Notice that if the Curable Violation(s) is corrected or eliminated within a reasonable time after the Owner’s receipt of the First Notice that a fine will not be assessed and that no further action will be taken;
 - v. The recipient may, on or before thirty (30) days from the receipt of the

First Notice, deliver to the Association a written request for a hearing before the appropriate delegate;

- vi. If the Curable Violation is not corrected or eliminated within the time period specified in the First Notice, or in the case where a written request for a hearing is not timely submitted on or before thirty (30) days from the receipt of the First Notice for any Violation, that the sanctions delineated in the First Notice may be imposed and that any attorney's fees and costs will be charged to the Owner; and
 - vii. The Owner may appeal any delegate's decision to the Board by written notice and subject to the further procedural requirements set forth in Section 5 herein.
4. Notice of Fine Application. A final notice of the Violation and the amount of the fine (the "Notice of Fine Application") will be sent by the Association to the Owner by regular first-class mail or personal delivery, and by certified mail, return receipt requested, under any of the following situations:
- a. Where, within thirty (30) days from the date of receipt by the Owner of the First Notice, either the Violation(s) has not been corrected or eliminated or the Association has not received a written request for a hearing;
 - b. In the case of an Incurable Violation; or
 - c. Where the Owner was previously notified of, and was given a reasonable opportunity to cure, a similar Violation within the preceding six (6) months.
5. Request for Board Hearing.
- a. Except as provided by Subsection (b) and only if the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.
 - b. The Board will hold a timely requested hearing not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.
 - c. The notice and hearing provisions in this Addendum to the Policy do not apply 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. If a suit is filed relating to a matter to which Section 209.006 or 209.007 of the

Texas Property Code applies, a party to the suit may file a motion to compel mediation. The notice and hearing provisions concerning a matter covered by Section 209.006 or 209.007 of the Texas Property Code do not apply to a temporary suspension of an Owner's right to use Common Areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Addendum.

- d. An Owner or the Association may use alternative dispute resolution services.
 - e. Not later than 10 days before the Board holds a hearing pursuant to the terms of this Addendum to the Policy, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.
 - f. If the Association does not provide a packet within the period described by Subsection (d), the Owner is entitled to an automatic 15-day postponement of the hearing.
 - g. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.
6. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any fine no further action will be taken (except for collection of any monies for which the Owner may become liable under this Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee to the Association for same, the amount of which is set by the Board or its delegate.
7. Referral to Legal Counsel. The Board or its delegate may refer any Violation to legal counsel for appropriate action at any time the Board or its delegate deems it to be in the best interests of the Association to do so. Any attorney's fees and related charges incurred by the Association in enforcing the Association's Governing Documents will be added to the fines imposed under this Policy and become an obligation of the Owner at issue.
8. Fines. The imposition of fines will be on the following basis:
- a. An initial fine based upon a lump sum amount will be levied in accordance with the Schedule of Fines attached hereto as Exhibit "A" and incorporated herein by reference for all purposes and effective as of the date of the First Notice. Thereafter, the fine shall be a flat rate of Fifty Dollars and No/100 (\$50) for each subsequent thirty (30) day period in which the Violation is not corrected to the satisfaction of the Board or its delegate. The maximum fine levied hereunder shall be One Hundred Fifty and No/100 (\$150.00).

For example, if the initial fine was Fifty and No/100 (\$50.00), the fine would be (\$50.00) for each additional thirty (30) day period thereafter until the maximum fine of \$150.00 is achieved.

For repeat offenders, the initial fine shall be based upon the Schedule of Fines attached hereto as Exhibit "A" and incorporated herein by reference and shown under the heading "Repeat Offender". The amount of the repeat offender fine shall be levied in the same manner as fines provided for first-time offenders.

- b. Notwithstanding the foregoing, a delegate may not impose fines totaling in excess of Four Hundred and no/100 Dollars (\$400.00) without the prior consent of the Board.
- c. Imposition of fines will be in addition to and not exclusive of any other rights and remedies of the Association as created by the Governing Documents or this Policy.
- d. Fines are imposed against the Owners of a Lot at the time of the Violation at issue and become the obligation of the Owner.

9. Notices.

Any notice required by this Policy to be given, sent, delivered, or received in writing will, for all purposes, be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:

- i. Where the notice is directed by personal delivery, upon actual receipt by any person accepting delivery thereof at the address of the recipient as set for in such notice; or
- ii. Where the notice is placed in the care and custody of the United States Postal Service, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the most recent address of the recipient according to the records of the sending party.

Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday nor United States Postal Service holiday.

Where the interests of an Owner have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Unit has been and is being handled by a representative or agent, any notice or communication from the Association

pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

- 10. Cure of Violation During Enforcement. An Owner or occupant may correct or eliminate a Curable Violation at any time during the pendency of any procedure prescribed by this Policy. Upon verification that the Curable Violation has been corrected or eliminated, the Curable Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Policy, which costs and fines, if not paid upon demand, will be referred to the Association for collection.

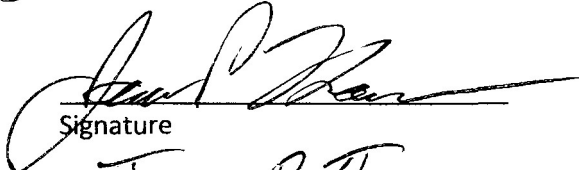
Where an Owner transfers record title to a Lot or Unit at any time during the pendency of any procedure prescribed by this Policy, such Owner shall remain personally liable for all costs and fines under this Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Unit or Lot which is the subject of enforcement proceedings under this Policy, the Board or its delegate may begin enforcement proceedings against the new Owner in accordance with this Policy. The new Owner shall be personally liable for all costs and fines under this Policy which are the result of the new Owners' failure and/or refusal to correct or eliminate the Curable Violation(s) in the time and manner specified under this Policy.

- 11. Definitions. The definitions contained in the Declaration are hereby incorporated herein by reference for all purposes.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior resolutions relating to the levying of fines for violations of the Declaration, and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on Dec 4, 2023, and has not been modified, rescinded or revoked.

DATE: Dec 6, 2023


Signature

James P Thomas
Printed Name/Title

President Preston Highlands North HOA

EXHIBIT "A"

PRESTON HIGHLANDS ESTATES HOMEOWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT AND FINING POLICY

Schedule of Fines

Effective 10-1/2023

<u>VIOLATION</u>	<u>FINE</u>
First Notice of Violation	\$50.00
Second Notice of Violation issued if Violation is not corrected within 30 days of date of mailing of First Notice of Violation	\$50.00
Third Notice of Violation issued if not corrected within 30 days of mailing of Second Notice of Violation.	\$50.00

This Schedule of Fines is to be used solely as a guide by the Board or its delegate in establishing fines for various violations of the Association's Governing Documents. Fines may be imposed by the Board, or its delegate as authorized by the Board, 10 days after the Third Notice of Violation is mailed if the Violation is not corrected and may be levied as a lump sum, per occurrence or on per diem basis, at an amount reasonably determined by the Board to be justified given the nature of the Violation(s). Any conflict between this Schedule and the Policy shall be resolved in favor of the wording contained in the Policy.

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.**

- (i) Dedicator Instruments- “Dedicator 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:

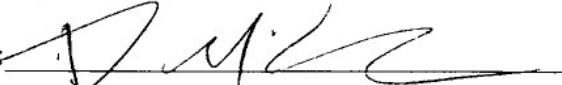
- ***Preston Highlands North Estates Leasing and Rental Policy***

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

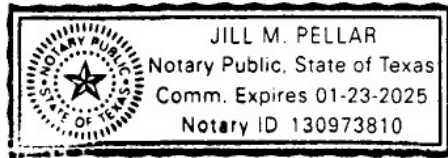
Legal Counsel for Preston Highlands North Estates
Homeowners Association, Inc.

)

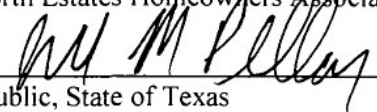
STATE OF TEXAS

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 20:34 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 PHNE

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

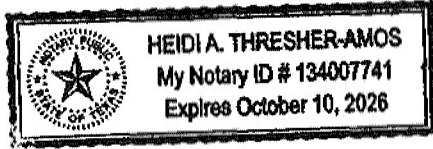


EXHIBIT "A"

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

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

(Amendment to ACC Guidelines)

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

THIS NINTH SUPPLEMENTAL TO THE DEDICATORY INSTRUMENT CERTIFICATE FOR PRESTON HIGHLANDS NORTH ESTATES (this "Ninth Supplement") is made this _____ day of _____, 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”); and


WHEREAS, on or about June 6, 2025, an Eighth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Preston Highlands North Estates Homeowners Association, Inc., filed on June 6, 2025, and recorded as Document Number 2025000070986 in the Official Public Records of Collin County, Texas (the “Eighth 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 Ninth 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

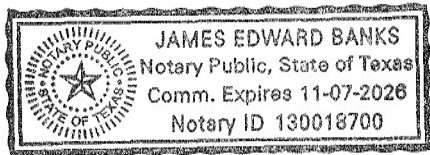
By: 
James P. THOMAS
Title: President Preston Highlands North Estates

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 25 day of SEPTEMBER, 2025.



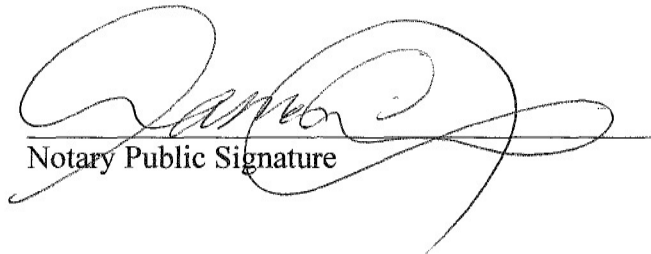
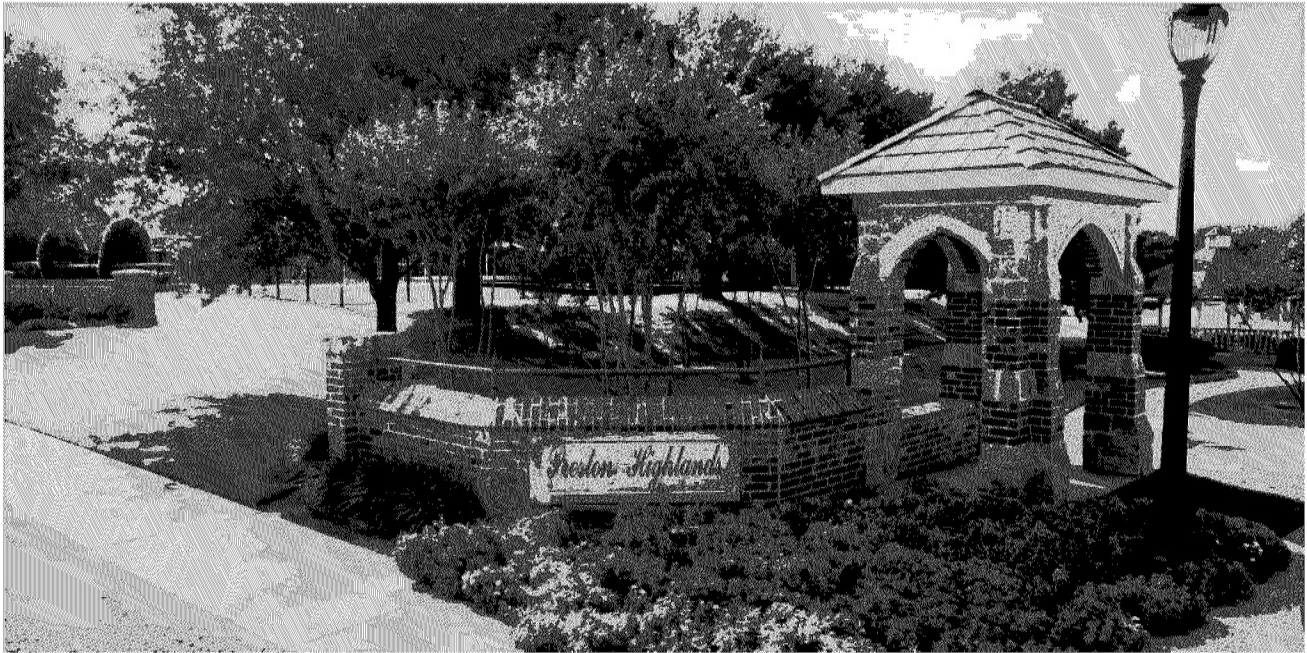

Notary Public Signature

EXHIBIT "A"

Preston Highlands North Estates Neighborhood Guidelines

Preston Highlands North Estates Homeowners Association, Inc.

Neighborhood Architectural Standards and Lot Information



Architectural Standards Bulletin adopted and reaffirmed by the Board and ACC xx/xx/xxxx

Contents

- Introduction3**
- Understanding the Covenants 3
- The Process4**
- ACC Approval Required for Improvements 4
- Step #1 - Planning and Design 4
- Step #2 - Completing and Submitting the Application..... 5
- Step #3 - ACC Review..... 5
- 1. Your Application is Approved:..... 5
- 2. Your Application is Denied: 5
- 3. An On-Site Inspection is Required: 5
- What if I disagree with the Architectural Control Committee (ACC)? 5
- Do I need a City Building Permit? 5
- What is the process for covenant enforcement? 6
- How Closely Must I Adhere to the Architectural Standards? 6

Preston Highlands North Estates Neighborhood Guidelines

Architectural Standards and Lot Information	7
Address Markers.....	7
Antennae, and Satellite Dishes.....	7
Basketball Hoop and Backboard - Portable and Permanent.....	7
Building Standards.....	7
Chimneys.....	8
Clothes Hanging Devices.....	8
Doors, Screens, Storm Windows & Window Treatments.....	8
Driveways & Carports.....	8
Dumpsters, POD's, and Portable Toilets.....	8
Fencing.....	9
Flagpoles and the display of Flags.....	9
Garages and Garage Conversions.....	10
Garbage and Refuse Disposal.....	10
Gardens (Vegetable or fruit).....	11
Gutters and Downspouts.....	11
Landscape - Artificial Turf.....	11
Landscape - Lawns, Mowing, Edging, Weed eating.....	11
Landscape - Trees & Shrubs.....	11
Lighting - Residential.....	12
Livestock and Poultry.....	12
Mailboxes.....	12
Painting.....	12
Patios, Patio Covers, Decks, and Walkways.....	13
Pergolas.....	13
Pools and Hot Tubs.....	13
Repair & Maintenance of Home Exterior.....	13
Sheds, Storage Buildings, Detached Buildings & Temporary Structures.....	14
Signs - Political.....	14
Sight Distance at Intersections.....	14
Solar Panels and Collectors.....	15
Storage.....	16
Swing sets, Trampolines, Playhouses and Play equipment.....	16
Vehicles & Parking.....	16
Appendix	18
Architectural Control Committee.....	18
Approval Needed for Improvements/Modifications.....	20

Introduction

We're pleased to share with you the Architectural Standards and Lot Information Bulletin as authorized by Article VIII, Section 19 of the Declaration of Covenants, Conditions, and Restrictions for Preston Highlands North Estates ("CCRs"). This Architectural Standards and Lot Information Bulletin was created to offer clear and easy-to-follow guidelines for any changes or additions you may be considering for your home and yard in Preston Highlands North Estates. It compiles both existing guidelines from the CCRs and new standards, all in one convenient place. Where applicable, specific references to the CCRs, including Article and Section, are provided to help you navigate the guidelines.

Our goal with this bulletin is to ensure that all architectural projects in our community meet high standards of taste, design, quality, and harmony. By maintaining these standards, we help preserve the beauty of our neighborhood and protect the value of every property within it.

This bulletin is issued under the authority of the Architectural Control Committee (ACC) as outlined in **Article VIII, Section 19** of the CCRs which also covers the ACC's overall authority regarding approval for exterior changes and additions.

Thank you for your attention to these important guidelines, and for your ongoing commitment to maintaining the charm, beauty and integrity of our community.

Understanding the Covenants

The Covenants are an essential part of the documents you received during the settlement (or "closing") of your property. They were established to safeguard the value of your investment in your home, and we hope **you've had** the chance to review and understand them. These Covenants set forth certain minimum standards for land use, architectural design, and property maintenance throughout our neighborhood.

Changing the Covenants requires the approval of 67% of all votes in the community, and they are legally tied to your property as part of your deed of ownership. Our goal is to help you enjoy your private property and our shared community spaces to the fullest, while also honoring your responsibilities to your fellow residents.

One key aspect of the Covenants is the provision for an Architectural Control Committee (ACC). This Committee is made up of volunteer members appointed by the Board of Directors from within our **homeowner's association**. The **ACC may establish specific guidelines** and building standards to help homeowners understand the types of structures and designs that are permissible within our community, as outlined in **Article VIII, Section 19** of the Covenants. If **you're** interested in contributing to the community by serving on this Committee, please reach out to a member of the Board or our HOA management company. This approach ensures that the process remains in the hands of your elected representatives and their chosen appointees.

Additionally, our Homeowners Association employs a professional property manager who is available to assist you with the preparation of exterior alteration applications and to address any questions or concerns you may have about architectural and maintenance matters.

The Process

ACC Approval Required for Improvements

Pursuant to Article VII, Section 19 of the CCRs: “No building, structure, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any Affected Lot until all plans and specifications, a plot plan and one or more surveys have been submitted to and approved in writing by the Architectural Control Committee which considers:

- (i) the quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets;
- (ii) the minimum finished floor elevation, mandatory brick shelf elevation, and proposed footprint of the dwelling;
- (iii) the conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
- (iv) the location with respect to topography and finished grade elevation and effect of location and use on neighboring Affected Lots and improvements situated thereon; drainage arrangements; and
- (v) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Property.”

(Source: CCRs Article VIII Use Restrictions, Section 19)

YOU MUST SUBMIT AN APPLICATION TO THE ACC AND OBTAIN THE ACC’S PRIOR WRITTEN APPROVAL BEFORE ANY CONSTRUCTION OR WORK IS PERFORMED!!!

It’s important to note that approval from the Architectural Control Committee (ACC) means your proposed alteration or improvement aligns with the intent of the Covenants. However, ACC approval does not guarantee that the City will accept your design or that it meets all City building codes. Similarly, City approval of your design does not guarantee ACC approval. To ensure a smooth process, be sure to seek both ACC and City approvals where necessary. What are the steps for approval of plans?

Step #1 - Planning and Design

Sources of information available to assist you in the design and approval process:

- The architectural and design standards contained in this document
- Any member of the ACC
- The City Building Inspection Division for permits
- CCRs and other association related rules and policies
- Applicable legislation, including provisions in Chapter 202 of the Texas Property Code

Preston Highlands North Estates Neighborhood Guidelines

Step #2 - Completing and Submitting the Application

Obtain an application from the management company and/ or its website. Make sure you fully complete the application and attach ALL information required by this document. Applications in which the Board, ACC, and/or management company has informed the submitting owner are incomplete and require additional information are deemed automatically denied until further information and clarification can be obtained.

Step #3 - ACC Review

There are three possible outcomes after the ACC review:

1. Your Application is Approved:

If your application is approved, the Management Company will record it and provide you with a copy via email within 15 days or less. The original document will be retained for records.

2. Your Application is Denied:

If your application lacks the necessary information for the ACC to make a decision (as outlined in this document), it will be denied. You'll receive details on what additional information is required so that you can resubmit your application. If the proposed improvements do not align with the CCR specifications or Design Guidelines, your application will be disapproved and returned to you with an explanation.

3. An On-Site Inspection is Required:

If your proposed improvement is unusual or falls outside the standard architectural design guidelines, the ACC may decide that an on-site inspection is necessary before a decision can be made. This step is often required when a variance needs to be granted.

What if I disagree with the Architectural Control Committee (ACC)?

Appeal. "If the Committee fails to approve or disapprove such plans, specifications and surveys within fifteen (15) days after the date of submission, then such instruments shall be submitted by such Owner to the Board of Directors of the Association. If the Board of Directors fails to approve or disapprove such plans, specifications and surveys within fifteen (15) days, then the Committee and Association approval shall be **presumed.**" Additionally, if the ACC denies your application, you have additional rights under Section 209.00505 of the Texas Property Code to appeal the denial to the Association's Board of Directors.

(Source: CCRs Article VIII Use Restrictions, Section 19)

Do I need a City Building Permit?

If you're planning permanent alterations or improvements to your property, such as adding decks, porches, swimming pools, replacing windows or roofs, or making any additions, you may need a city building permit. These permits ensure that your construction complies with local building and safety codes.

While this document doesn't cover the specifics of permits and building codes, we strongly recommend contacting the City Building Inspection Division before finalizing your plans and submitting an application. They can let you know if a permit is required, provide reference sheets detailing design requirements, and explain what drawings and documentation you'll need to obtain the necessary permits. Additionally, submitting your permit to the ACC may assist the ACC in addressing questions it may have with your

Preston Highlands North Estates Neighborhood Guidelines

application, such as drainage related issues.

What is the process for covenant enforcement?

Compliance with the neighborhood covenants is the responsibility of every resident, but the Management Company and the Association's Board of Directors are required to oversee the enforcement. When architectural complaints are brought to the attention of the Management Company, they are investigated as promptly as possible. If a complaint is found to be valid, the property owner is contacted formally and asked

to correct the problem. The property owner is provided an opportunity to correct a violation according to the timeframes provided in the fining and enforcement policy located on the association website. Our experience is that most problems are corrected at this stage.

Should the property owner still fail to act, the Management Company may refer the case to the Board which may vote to initiate additional fines and enforcement actions/remedies in order to seek correction and **compliance with the community's covenants, rules, and standards.**

How Closely Must I Adhere to the Architectural Standards?

The Covenants give the Architectural Control Committee (ACC) the responsibility to establish rules and procedures for architectural control. The architectural standards serve as guidelines to help residents prepare applications for exterior alterations. These guidelines attempt to reflect the ACC's policies and previous decisions, providing insight into what is most likely to be approved under typical circumstances. They also offer important details on how to properly prepare your application.

However, special circumstances unique to your property might lead to the approval of an application that would be denied in another location, or vice versa. Just because a plan has been approved elsewhere does not guarantee automatic approval for your property.

It's important to remember that the ACC and the Board of Directors are composed of community members like yourself. We rely on your help and cooperation to maintain the quality and harmony of our neighborhood. Your understanding and collaboration are key to ensuring a smooth and fair review process for everyone.

Architectural Standards and Lot Information

Address Markers

Address numbers must be clearly visible and mounted with hardware to the exterior of the home on both the street-facing and the alley-facing sides of homes. In cases of an alley-facing garage, address numbers may be mounted above or on the side of the garage door or on the fence corner closest to the garage door between four and ten feet from grade.

Antennae, and Satellite Dishes

“Subject in all aspects to OTARD and other applicable federal and state regulations, no owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Affected Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public right-of-way directly in front of (and, in the case of a corner lot, also screened from public view at a point in the center of the public right-of-way to the side of) the house erected on such Affected Lot.”

(Source: CCRs Article VIII Use Restrictions, Section 14)

Basketball Hoop and Backboard - Portable and Permanent

A basketball hoop and backboard may be installed in one of three areas:

- Attached to the house above the garage - rear entry only.
- Mounted on a pole on the house end of the driveway, location to be approved by the ACC.
- In the rear yard area, immediately behind the residence.

The backboard must be properly maintained at all times. All installations require a full application showing location, color, and method of mounting. No basketball hoop and backboard shall be erected next to the curb on any road or right of way nor should any portable hoop be placed in the street. This is a violation and may result in the hoop and backboard being removed.

Building Standards

“No building shall be erected or maintained on any Affected Lot unless it complies with all applicable governmental ordinances, laws, rules and regulations. In addition, no building, structure, fence wall or improvement shall be erected or maintained on any Affected Lot unless same has been approved by the Committee (hereinafter defined) pursuant to the terms and provisions of Section 19 of this Article VIII.”

(Source: CCRs Article VIII Use Restrictions, Section 11)

Preston Highlands North Estates Neighborhood Guidelines

Chimneys

“All fireplace flues, smoke stacks, and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling.”

(Source: CCRs Article VIII Use Restrictions, Section 15)

Clothes Hanging Devices

“Exterior clothes hanging devices shall not be permitted.”

(Source: CCRs Article VIII Use Restrictions, Section 16)

Doors, Screens, Storm Windows & Window Treatments

Screens and storm windows do not require approval if a color and style is chosen that match or complement the house. Full view storm doors are permitted but must match the front door color or trim color of doorframe. All other types of door and window alterations (including solar screens) require an application. All applications must include a picture and descriptions of the material, color, and style to be used.

“No aluminum foil, reflective film or similar treatment shall be placed on window or glass doors.”

(Source: CCRs Article VIII Use Restrictions, Section 17)

Driveways & Carports

Replacement of Existing Driveways: No application is required for replacement of an existing driveway, unless you change the material, size, or shape.

New Driveway Construction or Expansion: An approved application is required for any new driveway construction, including expansion. The completed application must include site plan with dimensions showing the location in relation to existing structures, trees, and property lines, and a description of materials to be used, including color and texture.

Carports: Carports, whether attached or unattached to the property, are not allowed.

Dumpsters, POD's, and Portable Toilets

- **Approval Required:** The placement of dumpsters, PODs (portable storage units), and portable toilets requires prior approval from the HOA Board.
- **Duration and Removal:** These items must be removed within two weeks after the completion of the construction project or activity they were needed for, with a total duration not to exceed 45 days. If you need more time, you must request additional approval from the HOA Board. Before placing a dumpster, portable restroom, or temporary storage container, please notify the Community Manager and provide an estimated timeframe for how long they will be on-site.
- **Commercial Dumpsters:** Commercial dumpsters must be screened from view. Enclosures and doors should be properly maintained, fully operational, and kept clean and rodent-free.

Preston Highlands North Estates Neighborhood Guidelines

Fencing

1. **“No fence, wall or hedge shall be erected or maintained on any Affected Lot nearer to the street than the building setback lines for the front and side yards. No fence, wall or hedge shall be erected or maintained on any Affected Lot which shall exceed eight (8) feet in height.”**
(Source: CCRs Article VIII Use Restrictions, Section 13)
2. Each homeowner shall promptly replace all missing pickets, repair any broken gates and re-nail all loose or detached fence sections as needed. If at any time an owner does not replace missing fence pickets, repair a broken gate or re-nail any loose or detached fence sections after a courtesy notice has been issued, then your home/property will be considered in violation of Article VIII, Section I of the CCR's.
3. Fencing is required on the side and rear of the lot and can be 6 to 8 feet in height and made of materials as allowed by the City of Frisco.
4. “Wood fences may be allowed to weather naturally, but staining is highly encouraged as staining greatly lengthens their life. Fences may be stained a natural wood color without prior written approval of the ACC. If you choose to stain your fence any other color, you must obtain prior written approval from the ACC. No bizarre or extreme stain or paint may be used to stain or paint your fence.”
(Source: Fourth Supplemental Certificate and memorandum of Recording of Dedicated instruments for Preston Highlands North Estates Homeowners Association filed November, 21, 2017 - modified)

Flagpoles and the display of Flags

- 1) **“The only flags which may be displayed on a freestanding flagpole are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. Flags for Countries other than the U.S., Team flags, Holiday flags, Birthday flags or Seasonal flags are allowed so long as they are not offensive in nature and may be displayed on a flag pole attached to a dwelling.**
- 2) The flag of the United States must be displayed in accordance with 4 USC. Sections 5-10.
- 3) The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code,
- 4) Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flag pole shall be harmonious with the dwelling and have a finish appropriate to the materials used in the construction of the flagpole,
- 5) The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
- 6) A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
- 7) A flagpole can either be securely attached to the face of the dwelling (no other structure) and/or be a freestanding flagpole. Only one free standing flagpole will be allowed per Lot with no more than two (2) flagpoles total per Lot (freestanding and attached flagpoles combined). A flagpole attached to the

Preston Highlands North Estates Neighborhood Guidelines

dwelling may not exceed 6 feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located either in the backyard OR if placed in the front yard, must meet all City of Frisco setback requirements.

- 8) Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.
- 9) Any flag flown or displayed on a flagpole attached to the dwelling may be no smaller than 3'x5' and no larger than 4'x6'.
- 10) Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flag removed until Owner resolves the noise complaint.
- 11) The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves the complaint.
- 12) Flagpoles shall not be installed in Common Area or property maintained by the Preston Highlands North Estates Homeowners Association, Inc.
- 13) All flagpole installations must receive prior written approval from the Architectural Control Committee." *(Source Architectural Standards Bulletin for the Installation of Flagpoles and the display of Flags promulgated pursuant to and in accordance with Chapter 202 of the Texas Property Code addressing Flag Displays. This section is not meant to conflict or violate Chapter 202 of the Texas Property Code regarding the display of flags.)*

Garages and Garage Conversions

No permanent alterations, additions or improvements shall be made to any garage that would defeat the purpose for which it was intended. Garage space may NOT be converted to a living area.

Garbage and Refuse Disposal

"No Affected Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition."

(Source: CCRs Article VIII Use Restrictions, Section 7)

Please store recycle bin and/or trash receptacle out of view on non-trash days (trash receptacle staging allowed the day before trash day). Do not store or leave debris, construction material, trash, refuse, or unsightly articles in view from the Public Street. Such material should be removed to your garage, back yard or preferably off site. For any trash, refuse, waste, debris, unsightly articles, or construction materials left in view for a period of more than thirty (30) days, then your home/property will be considered to be a violation of Article VIII, Section I of the CCR's.

(Source: Fourth Supplemental Certificate and memorandum of Recording of Dedicated instruments for Preston Highlands North Estates Homeowners Association filed November, 21, 2017 - modified)

Preston Highlands North Estates Neighborhood Guidelines

Gardens (Vegetable or fruit)

Vegetable gardens cannot be located in the front of the house.

Gutters and Downspouts

Approval is required for gutters and downspouts unless they match the color of the house or trim.

Landscape - Artificial Turf

Artificial turf is not allowed in the front yard or visible from the street, except as may be authorized by state and federal law.

Landscape - Lawns, Mowing, Edging, Weed eating

Landscape which includes lawns, turf, bushes, hedges, trees, flowers, plants, shrubbery, ornamental grasses, among others must be maintained, groomed, trimmed, and provide a neat, healthy, maintained appearance.

Each front yard, back alleyway and side yard of each home should be mowed and maintained weekly or as needed. Any bare patches or area of dirt must be replanted or a boarder made for mulch or other fill. Soil erosion onto the sidewalks, alley, streets, or a **neighbor's** yard must be promptly corrected. Grass should not be allowed to grow taller than 8" before being mowed.

For the landscape to be neat and healthy and maintained, it must be free of elements that are dying or that have died, withered, or appear to be dead. Lawns must be mowed, and edged along curb, driveways, and straight abutments. Lawns must be line trimmed to ensure long grass is at the same height as the lawn. Flower beds must be free of weeds, and contents of beds should be thriving and healthy. Mulching flower beds is encouraged to save water and prevent weeds from growing.

If at any time the height of your lawn exceeds 8" in height or your property is in need of edging/weed eating after a courtesy notice has been issued, then your home/property will be considered in violation of Article VIII, Section I of the CCR's.

(Source: Fourth Supplemental Certificate and memorandum of Recording of Dedicated instruments for Preston Highlands North Estates Homeowners Association filed November, 21, 2017 - modified)

Landscape - Trees & Shrubs

Any broken branches, dead limbs, dead trees or shrubs and their stumps and exposed roots shall be removed promptly to prevent a safety hazard. If any untrimmed Tree or Shrub or dead Tree or Shrub remains for a period of more than thirty (30) days, then your home/property will be considered to be a violation of Article VIII, Section 1 of the CCR's.

(Source: Fourth Supplemental Certificate and memorandum of Recording of Dedicated instruments for Preston Highlands North Estates Homeowners Association filed November, 21, 2017 - modified)

Preston Highlands North Estates Neighborhood Guidelines

Tree canopies over sidewalks should be maintained at least 8 feet above the ground and over streets and for streets and alleys at least 12 feet above the ground. No tree trunks, branches or roots should impinge the neighborhood brick wall or columns.

Shrubs should be pruned and thinned so that they do not obstruct walkways and alleys and to promote shrub health, avoid looking overgrown, and maintain the overall landscape aesthetic. Shrubs against foundations shall be pruned to allow visibility of at least half of the first-floor front window surface. Dead wood and branches in shrubs and trees should be removed.

It is recommended that dead trees and or shrubs that are removed are replaced where possible to maintain visual harmony. To maintain the visual appeal and value of the neighborhood, a minimum of one tree is required in the front yard. Problematic trees not approved to plant include Silver maple, Bradford pear, Hackberry, and Cottonwood. No live tree shall be removed without the express written authorization of the ACC.

Lighting - Residential

Exterior lighting may not shine on adjacent properties or public spaces in a manner determined by the Board of Directors in its sole and absolute discretion that creates a nuisance.

Livestock and Poultry

“No animals, livestock or poultry of any kind shall be raised, bred or kept on any Affected Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.”

(Source: CCRs Article VIII Use Restrictions, Section 6)

Mailboxes

Mailboxes are to be constructed of masonry that matches the residence. Construction and reconstruction of masonry mailboxes will be required to follow the application process. The design of such construction must be consistent with existing shape, style, color, and visual scale of the corresponding dwelling. Granting of ornamental statues, fixtures, and/or display, or other embellishments atop the structure shall be at the discretion of the ACC during its consideration of the application.

Painting

“In accordance with Article VIII, Section 19 of the CCR's, each homeowner will make every effort to maintain the exterior of their home, including the painting and/or staining of all exterior surfaces. House Siding, Trim, Gutters and Doors should all be painted so that they are in conformity and harmony with the neighborhood. If you plan to repaint any portion of your home, applications must include samples of all color changes, as well as a description of where on the house changes will occur. Proposed colors must be consistent with existing building color scheme but different from neighboring buildings. If you are planning to repaint your home siding, trim or gutters the same existing color, you may do so without obtaining prior approval. The ACC will not approve any bizarre or extreme exterior colors for any portion of your home including any bright

Preston Highlands North Estates Neighborhood Guidelines

or fluorescent colors such as pinks, orange, lime green, yellow, red, purple blue, etc. The ACC will review and consider for approval "accent" colors for front doors and shutters on a case-by-case basis, with a strong emphasis towards accent colors that blend in with the **neighborhood.**"

(Source: Fourth Supplemental Certificate and memorandum of Recording of Dedicated instruments for Preston Highlands North Estates Homeowners Association filed November, 21, 2017 - modified)

The painting of the masonry including brick or stone exterior of a property is strictly prohibited in order to maintain the harmony of the neighborhood.

Patios, Patio Covers, Decks, and Walkways

An application must be completed for all patio, patio covers, decks, or walkways. Generally, new patio, patio covers, decks, or walkways should not disturb existing contours as little as possible and be located to provide reasonable visual and acoustical privacy for both applicants and their neighbors. Screening or plantings should be considered where it is necessary to preserve privacy. The application must include a site plan with dimensions showing new and existing walkways, decks, patio, or patio covers in relation to existing houses, trees, lot boundaries, and a description of materials to be used, which includes color sample as applicable, including sample of stain. Project plans should show elevations and dimensions, and a description of proposed lawn contour changes, plantings, screening, rails, benches, new exterior lighting, etc. All new materials should be of a simple material of a neutral color, such as natural concrete, stone, clay brick, or treated wood. No metal patio cover, or gazebos will be erected due to the esthetics or lack of uniformity to the surrounding community. Decks should have a preservative stain applied to them. All hardware must be galvanized. Decks and patios must be located to the rear of the residence. A City permit may also be required.

Pergolas

A pergola is defined as an exterior structure that can have an open roof system, they are generally detached from the main dwelling. They are commonly made of wood and supported on posts with a concrete or wood deck. Pergolas are not the same as a patio cover. Pergola colors must be complimentary to existing buildings. **Height must not exceed twelve feet (12') from the grade on which it sits.**

Pools and Hot Tubs

In-ground pools and hot tubs are generally acceptable but do require a complete application. The size of the pool or hot tub will be dictated by the size of the maximum area of enclosure permitted for privacy screening. Fences must be of an approved type. Applications must include a site plan showing the location and dimensions of the pool or hot tub, other related equipment, fences, etc., in relation to the applicant's house, property lines, and adjacent homes. Also, detailed drawings and plans of the pool or hot tub, deck area, lighting arrangements, walkways, fences, etc., and any other pertinent information. A City permit is also required.

Repair & Maintenance of Home Exterior

"Each homeowner shall replace rotted wood and repaint any bare or weathered areas that are visible off property to include Trim, Siding, and Fascia Boards. Gutters and Metal Flashing shall be maintained at all

Preston Highlands North Estates Neighborhood Guidelines

times and painted when needed. Brick and/or Stone Masonry surface shall be repaired as needed to preserve the appearance of the home. If at any time an owner does not maintain the exterior of the home as noted herein and after a courtesy notice has been issued, then your home/property will be considered in violation of **Article VIII, Section I of the CCR's.**"

(Source: Fourth Supplemental Certificate and memorandum of Recording of Dedicated instruments for Preston Highlands North Estates Homeowners Association filed November, 21, 2017)

Sheds, Storage Buildings, Detached Buildings & Temporary Structures

"No detached accessory buildings (including, but not limited to, storage buildings), save and except for any detached garage approved by the Committee, or a majority of its members as set forth in Section 19 of this Article VIII, shall be erected, placed or constructed upon any Affected Lot without prior consent of the Board of Directors."

(Source: CCRs Article VIII Use Restrictions, Section 12)

Sheds - A full application is required for all sheds which must include a site plan which shows the relationship of the shed to the adjacent house and property lines, a picture and/or detailed drawing of the shed to include dimensions, and a description of materials to be used including color. The Architectural Control Committee shall review and approve requests for storage buildings which shall comply with all applicable governmental ordinances, laws, rules, and regulations. In some cases, building permits may be required unless the installation is a prefabricated or kit type buildings without extreme colors. Sheds must be no taller than eight feet (8') and located within the fence line or for rear entry in the rear of the property adjacent to the driveway.

Temporary Structures – "Except as otherwise expressly set forth herein, no structures of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, shall be used on any Affected Lot at any time as a residence, either temporarily or permanently."

(Source: CCRs Article VIII Use Restrictions, Section 3)

Signs - Political

Political Signs. "Subject to Chapter 259 of the Texas Election Code and in no what is this section meant to violate that statute, political signs may be erected upon an Affected Lot by the Owner of such Affected Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than a reasonable period of time [in no event to exceed one hundred eighty (180) days] in advance of the election to which they pertain and are removed within fifteen (15) days after the election."

(Source: CCRs Article VIII Use Restrictions, Section 4)

Sight Distance at Intersections

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Affected Lot within the triangular area formed by the street boundary lines and a line connecting them at points twenty-five (25) feet from the intersection of the street boundary lines, or in the case of a rounded property corner, from the

Preston Highlands North Estates Neighborhood Guidelines

intersection of the street boundary lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street boundary line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.”

(Source: CCRs Article VIII Use Restrictions, Section 8)

Solar Panels and Collectors

“Solar collectors’ can represent a large visual impact on a structure due to their size. Therefore, it is important to properly integrate the collector into the design of the house to properly conceal it. Solar collectors should not be placed on the front side (street side) of the roof or be visible from the street. Large collectors, on a sloping roof, should appear to be flush with the roof and not laying on top. All trim should be painted to match the background color of the roof or house trim to conceal it. All pipe work must be concealed. All solar collectors require an application that includes a site plan and elevations of the house showing the proposed location and appearance of the collector. Details must show how the collector edges will meet the roof.

Solar energy devices, including any related equipment or system components (collectively, "Solar Panels") may only be installed after receiving the written approval of the Architectural Control Committee.

1. Solar Panels may only be installed upon or within common area or any area which is maintained by Preston Highlands North Estates Homeowners Association, Inc. at the sole discretion of the board of directors. (updated 2024)
2. Solar Panels may only be installed on designated locations on the roof of a home, on any structure allowed under my Preston Highlands North Estates Homeowners Association, Inc. dedicatory instrument, or within any fenced rear-yard or fence-in patio of the owner's property.
3. If located on the roof of a home, Solar Panels shall be located on the roof facing the rear of the home unless the owner demonstrates that the location proposed by the owner increases the estimated annual energy production of the Solar Panels, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Panels if located in an area on the roof requested by Preston Highlands North Estates Homeowners Association, Inc.
4. If located on the roof of a home, Solar Panels shall:
 - Not extend higher than or beyond the roofline;
 - Conform to the slope of the roof;
 - Have atop edge that is parallel to the roofline; and
 - Have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace and blends with the color of the roof to the greatest extent possible.
5. If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line and reasonably screened from view.
6. The Architectural Control Committee may deny a request for the installation of Solar Panels if it so determines, and such determination is reduced to writing, that the placement of the Solar Panels as proposed by the property owner constitutes a condition that substantially interferes with the use and

Preston Highlands North Estates Neighborhood Guidelines

enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The property owner may obtain the written approval of the proposed placement of the Solar Panels by all property owners of adjoining property. In this case, the Architectural Control Committee shall approve the installation should it meet all other requirements contained herein unless it determines that the placement substantially interferes with the use and enjoyment of land of persons other than adjoining landowners.

7. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the owner.
8. Solar Panels must be properly maintained at all times or removed by the owner.
9. Solar Panels which become non-functioning or inoperable must be removed by the owner of the property.
10. Solar Panels are prohibited if a Court determines that the installation thereof violates any law or threatens the public health or safety.”

(Source ARCHITECTURAL STANDARDS BULLETIN FOR THE INSTALLATION OF SOLAR PANELS. This aligns with Chapter 202 of the Texas Property Code and has precedence over the CCR section above if in conflict. This section is not meant to conflict or violate Chapter 202 of the Texas Property Code regarding the display of flags.)

Storage

Storage of firewood is restricted to the rear yard area. Storage of miscellaneous items, i.e., ladders, toys, bicycles, etc., is restricted to the garage or rear yard area.

Swing sets, Trampolines, Playhouses and Play equipment

The equipment must be located behind the fence in the backyard. A complete application is needed for all other instances and should include color and materials. A site plan with dimensions showing the location of the play equipment relative to the applicant's house, property lines and neighboring houses, and a picture or sketch of the equipment showing dimensions must also be included. The height of any play structure or apparatus shall not exceed twelve feet (12') from the grade on which it sits in the backyard and ten feet (10') if it is in the side yard.

Vehicles & Parking

“No vehicles, trailers, implements or apparatus may be driven or parked in the Common Maintenance Area. Common Area or on any easement.”

(Source: CCRs Article VIII Use Restrictions, Section 6)

Each Homeowner should utilize their driveways for the parking of automobiles to reduce on-street parking. Parking areas, which could also include the public streets, when necessary, should primarily be used for guests and visitors and only overflow resident parking.

- Golf carts will be allowed to be parked in the driveway as long as they are operational and maintained.
- No inoperable vehicle OR a vehicle that is not in daily use shall park in the street or driveway of the

Preston Highlands North Estates Neighborhood Guidelines

home. Vehicles that are inoperable should be stored in the garage so as to preserve parking space for vehicles that are used daily. Debris, Construction Materials and Trash/Refuse should not be stored in the driveway areas (as noted in these guidelines) so as to provide adequate room to park.

- No commercial or recreational vehicles are permitted. Commercial/recreational vehicles include: Vehicles with more than four (4) operating wheels, all towed vehicles and towed carriers, regardless of size. This includes boats, boat trailers, cargo trailers, or just about any other type of trailer. Trucks in excess of one ton, vehicles with signage or advertising displays and semi's, flat beds, buses, tow trucks and similar commercial vehicles are not permitted in the neighborhood overnight.

(Source: Fourth Supplemental Certificate and memorandum of Recording of Dedicated instruments for Preston Highlands North Estates Homeowners Association filed November, 21, 2017 - modified)

Campers, Trucks, Boats, and Recreational Vehicles – “No campers, vans, pickup trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Affected Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing and said vehicles and accessories are in an operable condition.”

(Source: CCRs Article VIII Use Restrictions, Section 5)

Parking of campers, vans, pick-up trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories:

- 1) **“DEFINITIONS** — Related to terms applicable to the intent and enforcement of Article III Section 5 of the Declaration of Covenants, Conditions and Restrictions.
 - a) Public Street Shall mean a street that is dedicated to the City of Frisco by recorded plat of which there is an established City of Frisco Street name.
 - b) View/Visibility — Shall mean from the line of sight of a person standing or driving a conventional vehicle from any point on any adjacent Public Street to the affected lot or home.
 - c) Screened Shall mean the non-visibility of all portions of the vehicle or accessory, including masts, air-conditioners, vents, sails, etc.
 - d) Non-Passenger Vehicle -- Shall consist of all vehicles and accessories referenced in Article VIII, Section 5 (pick-up trucks included) that are either:
 - i) Equipped or has visible any machinery, accessories or specialty equipment or
 - ii) Over one-ton in carrying capacity or vehicles with more than two (2) axles
 - iii) Would otherwise not qualify for being a Passenger Vehicle or
 - iv) Is not in operating condition
 - v) Unregistered or Non-Licensed Vehicles
 - e) Passenger Vehicles — Shall consist of any vehicle (pick-up trucks included) which:
 - i) May have a company logo or advertising, but otherwise are used for the purpose of commuting to and from a place of employment; and
 - ii) Would otherwise be considered a Passenger Vehicle save for the exception of a company logo or advertisement; and
 - iii) Where the company logo or advertisement is not offensive.
 - f) Implements & Accessories — Shall mean parts or tools that normally attach to non-passenger vehicles (such as plows, front loader buckets, etc.) or any uninstalled vehicle parts (such as uninstalled truck tailgates, fenders, batteries, etc.

Preston Highlands North Estates Neighborhood Guidelines

- g) Recreational Vehicles — Shall consist of vehicles whose primary designed purpose is to be used in non-residential areas for recreational or hobby purposes. This shall consist of but not limited to campers, trailers, all-terrain vehicles (ATV's), or motorized off-road dirt bikes. This definition does not include small motorized scooters or motorcycles designed for street use.
- 2) **PARKING STANDARDS** – Parking on Public Streets or Driveways visible from the Public Streets
- a) No Boat, Trailer or Camper or similar equipment may be parked in the front driveway or Public Street except for brief periods of time, for the purposes of loading or unloading,
- b) Any boat, trailer or camper that is parked in a driveway or yard of a front entry home must be in the sole discretion of the Architectural Control Committee, completely screened from "view from the public street", Acceptable screening measures and standards shall include Trees, Shrubbery, Fencing, Screening Structures, etc., all of which must be approved by the Committee.
- c) No Boat, Trailer or Camper or similar may be parked in such a manner at any time where it obstructs the public sidewalk or driving visibility.
- d) Any member with a visitor who will be bringing a campers, vans, pick-up trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories into the community and will be parking longer than four (4) hours must obtain prior written approval from the Architectural Control Committee at least one (1) week in advance, with any such request specifying the duration of time such Camper or RV will be parked in view.
- e) Parking of any campers, vans, pick-up trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories in an Alleyway, Rear entry driveway, Side or Rear Yard, will be allowed so long as no portion of the vehicle or accessory is visible from a Public Street.”

(Source: ARCHITECTURAL STANDARD NO. 1 - Parking of non-passenger vehicles, equipment, implements or accessories, July 1, 2004)

Untagged and Inoperable Vehicles - No inoperable, unlicensed, or unregistered vehicles may be parked or stored, other than in the enclosed garage, within the property.

Appendix

Architectural Control Committee.

Subject to the CCRs, the Architectural Control Committee (hereinafter called the "Committee") shall be composed of three (3) individuals selected and appointed by the Association, each generally familiar with residential and community development design matters and knowledgeable about the Association's concern for a high level of taste and design standards within the Property.

The Committee shall function as the representative of the Owners of the Affected Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class community development.

The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property.

Preston Highlands North Estates Neighborhood Guidelines

In the event of the death or resignation of any member of the Committee, the Association shall have full authority to designate and appoint a successor. No member of the Committee shall be liable for, and shall be indemnified against, claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this Declaration.

The Committee shall be entitled, at any time and from time to time, to seek and obtain professional advice and counsel (including but not limited to architects, attorneys, designers, engineers and 'landscape technicians) in connection with the performance of its duties and all reasonable costs and expenses related thereto paid for or reimbursed by the Association.

The Association shall have the right and power to impose and collect a reasonable fee from each Owner for the review and approval/disapproval process and services rendered by the Committee.

No building, structure, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any Affected Lot until all plans and specifications, a plot plan and one or more surveys have been submitted to and approved in writing by the Committee, or a majority of its members, as to:

- (i) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets;
- (ii) minimum finished floor elevation, mandatory brick shelf elevation, and proposed footprint of the dwelling;
- (iii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
- (iv) location with respect to topography and finished grade elevation and effect of location and use on neighboring Affected Lots and improvements situated thereon; drainage arrangements; and
- (v) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Property.

Final plans, specifications and surveys shall be submitted in duplicate to the Committee for approval or disapproval. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans, specifications and surveys meet the approval of the Committee, one complete set of plans, specifications and surveys will be retained by the Committee and the other complete set will be marked "Approved" and returned to the Owner or his designated representative. If found to be out of compliance with this Declaration, one set of such plans, specifications and surveys shall be returned "Disapproved," accompanied by a reasonable statement of items found not to comply with this Declaration. Any modification or change to the approved set of plans, specifications and surveys must again be submitted to the Committee for its inspection and approval. **The Committee's approval or disapproval, as required herein, shall be evidenced in writing.** If the Committee fails to approve or disapprove such plans, specifications and surveys within fifteen (15) days after the date of submission, then such instruments shall be submitted by such Owner to the Board of Directors of the Association. If the Board of Directors fails to

Preston Highlands North Estates Neighborhood Guidelines

approve or disapprove such plans, specifications and surveys within fifteen (15) days, then the Committee and Association approval shall be presumed. Once any plans and specifications for a house (the "House Plans") have been approved by the Committee or the Board of Directors (or deemed approved), such plans and specifications may continue to be utilized by the party submitting same for other houses to be constructed on other Affected Lots without the necessity of having said House Plans reapproved provided that any material modifications to such previously approved House Plans must once again be submitted to the Committee for approval as hereinabove provided

The Committee may from time to time publish and promulgate architectural standards bulletins and/or lot information sheets which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Unless otherwise indicated herein, the Committee shall not have unbridled discretion with respect to taste, design and any standards specified herein, and the Committee shall be responsive to technological advances or general changes in architectural designs and materials and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the Other hand). Such bulletins and lot information sheets shall supplement this Declaration and are incorporated herein by reference. EACH OWNER SHALL SEEK AND OBTAIN AND BECOME THOROUGHLY FAMILIAR WITH ANY AND ALL ARCHITECTURAL STANDARDS BULLETINS AND LOT INFORMATION SHEETS PRIOR TO ACQUISITION OF, AND CONSTRUCTION ON, ANY AFFECTED LOT. (Source: CCRs Article VIII Use Restrictions, Section 19)

Approval Needed for Improvements/Modifications

Approval of Plans and Specifications. The Architectural Control Committee must review and approve in writing, all of the following projects on the Property:

- Construction of any building, fence, wall or other structure
- Any exterior addition, change, or alteration in any building, fence, wall or other structure.
- Any grading of any Lot or Lots.

(Source: Fourth Supplemental Certificate and memorandum of Recording of Dedicated instruments for Preston Highlands North Estates Homeowners Association filed November, 21, 2017)

Accepted for the ACC by



its Chairperson



Sep 10, 2025

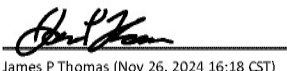

John McArdle (Sep 20, 2025 13:32:04 CDT)

Sep 10, 2025

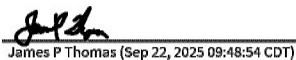

Nicole Arnold (Sep 21, 2025 22:48:58 CDT)

Sep 10, 2025

Accepted for the Board of Directors by:


James P Thomas (Nov 26, 2024 16:18 CST)

its President


James P Thomas (Sep 22, 2025 09:48:54 CDT)

Sep 10, 2025










491 20241125 PHNE 2024 Design Guidelines v5

Final Audit Report

2024-11-27

Created:	2024-11-26
By:	Antony Kay (akay@cmamanagement.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArQc5vAar1qP_zBVAW44rt-qNZKUE2pHv

"491 20241125 PHNE 2024 Design Guidelines v5" History

-  Document created by Antony Kay (akay@cmamanagement.com)
2024-11-26 - 9:40:18 PM GMT- IP address: 70.119.106.231
-  Document emailed to jamespthomas@hotmail.com for signature
2024-11-26 - 9:48:14 PM GMT
-  Email viewed by jamespthomas@hotmail.com
2024-11-26 - 9:51:07 PM GMT- IP address: 107.115.171.48
-  Signer jamespthomas@hotmail.com entered name at signing as James P Thomas
2024-11-26 - 10:18:45 PM GMT- IP address: 107.115.171.48
-  Document e-signed by James P Thomas (jamespthomas@hotmail.com)
Signature Date: 2024-11-26 - 10:18:47 PM GMT - Time Source: server- IP address: 107.115.171.48
-  Document emailed to Karthik Jagannathan (karthik@codinglife.net) for signature
2024-11-26 - 10:18:49 PM GMT
-  Email viewed by Karthik Jagannathan (karthik@codinglife.net)
2024-11-27 - 4:03:33 AM GMT- IP address: 104.13.167.106
-  Document e-signed by Karthik Jagannathan (karthik@codinglife.net)
Signature Date: 2024-11-27 - 4:06:50 AM GMT - Time Source: server- IP address: 104.13.167.106
-  Agreement completed.
2024-11-27 - 4:06:50 AM GMT



Powered by
Adobe
Acrobat Sign

491 20241125 PHNE 2024 Design Guidelines v6 (005)

Final Audit Report


2025-09-22


Created:	2025-09-10
By:	lauren potter (lpotter@cmamanagement.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAaaiSfFYuBacDZZJRI4dvn8loGgLyVGVL


"491 20241125 PHNE 2024 Design Guidelines v6 (005)" History


-  Document created by lauren potter (lpotter@cmamanagement.com)
2025-09-10 - 3:35:20 PM GMT- IP address: 47.190.81.115
-  Document emailed to Karthik Jagannathan (karthik@codinglife.net) for signature
2025-09-10 - 3:38:27 PM GMT
-  Email viewed by Karthik Jagannathan (karthik@codinglife.net)
2025-09-10 - 9:57:10 PM GMT- IP address: 172.226.178.19
-  Document e-signed by Karthik Jagannathan (karthik@codinglife.net)
Signature Date: 2025-09-10 - 10:27:41 PM GMT - Time Source: server- IP address: 108.85.14.12
-  Document emailed to ajmcar@att.net for signature
2025-09-10 - 10:27:43 PM GMT
-  Email viewed by ajmcar@att.net
2025-09-11 - 4:56:44 AM GMT- IP address: 146.75.164.1
-  Email viewed by ajmcar@att.net
2025-09-17 - 11:12:10 PM GMT- IP address: 146.75.164.1
-  Email viewed by ajmcar@att.net
2025-09-19 - 4:51:44 AM GMT- IP address: 172.226.178.28
-  Email viewed by ajmcar@att.net
2025-09-20 - 4:32:34 AM GMT- IP address: 104.28.97.21
-  Signer ajmcar@att.net entered name at signing as John McArdle
2025-09-20 - 6:32:02 PM GMT- IP address: 104.28.50.131





 Document e-signed by John McArdle (ajmcar@att.net)
Signature Date: 2025-09-20 - 6:32:04 PM GMT - Time Source: server- IP address: 104.28.50.131


 Document emailed to nbarnold@att.net for signature
2025-09-20 - 6:32:06 PM GMT


 Email viewed by nbarnold@att.net
2025-09-22 - 3:47:38 AM GMT- IP address: 99.2.117.164

 Signer nbarnold@att.net entered name at signing as Nicole Arnold
2025-09-22 - 3:48:56 AM GMT- IP address: 99.2.117.164


 Document e-signed by Nicole Arnold (nbarnold@att.net)
Signature Date: 2025-09-22 - 3:48:58 AM GMT - Time Source: server- IP address: 99.2.117.164

 Document emailed to president@phnfrisco.com for signature
2025-09-22 - 3:49:00 AM GMT

 Email viewed by president@phnfrisco.com
2025-09-22 - 2:46:19 PM GMT- IP address: 66.69.180.111

 Signer president@phnfrisco.com entered name at signing as James P Thomas
2025-09-22 - 2:48:52 PM GMT- IP address: 66.69.180.111

 Document e-signed by James P Thomas (president@phnfrisco.com)
Signature Date: 2025-09-22 - 2:48:54 PM GMT - Time Source: server- IP address: 66.69.180.111

 Agreement completed.
2025-09-22 - 2:48:54 PM GMT

