

# Villages on Preston - Garden

## Budgets



**EXCEL**  
Association Management Inc.

## Villages on Preston - Garden Annual Budget Spreadsheet

GL Hedger Budget Key 2018 Budget Final

Date: 1/1/2018 - 12/31/2018

Operating

# Villages on Preston - Garden Annual Budget Spreadsheet

GL Ledger Budget Key 2018 Budget Final

Date: 1/1/2018 - 12/31/2018

# Villages on Preston - Garden

## Articles of Incorporation



**EXCEL**  
Association Management Inc.



The State of Texas  
Secretary of State

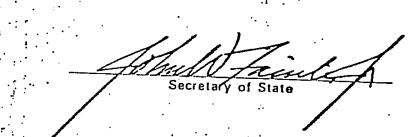
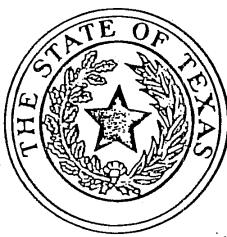
5727 00227

CERTIFICATE OF INCORPORATION  
OF  
PRESTON VILLAGE MASTER ASSOCIATION, INC.  
CHARTER NUMBER 697751

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE  
CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS  
OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY  
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE  
ARTICLES OF INCORPORATION.

DATED MAR. 26, 1984



A handwritten signature in black ink, appearing to read "John W. Faust". Below the signature, the title "Secretary of State" is printed in a smaller, sans-serif font.

5727 00228

ARTICLES OF INCORPORATION  
OF  
PRESTON VILLAGE MASTER ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

Collin County, Texas

ARTICLES OF INCORPORATION

FILED  
In the Office of the  
Secretary of State of Texas

OF

MAR 26 1984

PRESTON VILLAGE MASTER ASSOCIATION, INC.

Clerk F  
Corporations Section

(A Texas Non-Profit Corporation)

We the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such Corporation.

ARTICLE I

The name of the Corporation is PRESTON VILLAGE MASTER ASSOCIATION, INC.

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which said Corporation is organized are to act as agent for the civic and social benefit and betterment of the residents and property Owners of PRESTON VILLAGE in Collin County, City of Dallas, Texas, according to the Map or Plat thereof recorded with the Declaration and for any and all other property which is accepted by this Corporation for similar purposes, those purposes being as follows:

a. To exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Conditions and Restrictions ("Restrictions") for PRESTON VILLAGE;

b. To affix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the restrictions referred to hereinabove; and, as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of this Corporation and to make

5727 00230

bursements, expenditures and payments on behalf of the said property Owners as required by the Restrictions and the By-Laws of the Corporation; and to hold as agent for said property Owners reserves for periodic repairs and capital improvements to be made as directed by the property Owners acting through the Board of Directors of the Corporation;

c. To acquire by gift, purchase or otherwise, to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or to otherwise dispose of real or personal property in connection with the affairs of this Corporation subject to the limitations set forth in the Restrictions;

d. To borrow money, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the limitations set forth in the Restrictions;

e. To maintain streets, street lights, sidewalks and traffic controls;

f. To provide general sanitation and cleanliness of common areas;

g. To provide upkeep and maintenance of Common Areas and Dwelling Unit exteriors, but only as provided in Paragraph 5.2 of the Declaration of Covenants, Conditions and Restrictions of PRESTON VILLAGE;

h. To provide any activity authorized by the Restrictions for the mutual benefit of the residents and Owners; and to have and to exercise any and all powers, rights and privileges a corporation organized under the Non-Profit Corporation Law of the State of Texas, may now or hereafter exercise.

#### ARTICLE V

The number of Directors constituting the initial Board is three (3). The Directors must be Members of the Corporation. The names, addresses and terms of the persons who are to serve as the initial Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Steven D. Pjesky	P. O. Box 796393 Dallas, Texas 75379 Term: Three (3) years from the date hereof or until his successor shall have been elected.

5727 00231

<u>NAME</u>	<u>ADDRESS</u>
Charles Sanford	P. O. Box 796393 Dallas, Texas 75379 Term: Two (2) years from the date hereof or until his successor shall have been elected.
Charles I. Thompson	P. O. Box 796393 Dallas, Texas 75379 Term: One (1) year from the date hereof or until his successor shall have been elected.

At the first annual meeting of the Members, which shall be one (1) year from the date hereof, one (1) Director shall be elected for a term of three (3) years, and at each annual meeting thereafter one (1) Director shall be elected for a term of three (3) years, unless the Board of Directors elects to increase the number of Directors according to the terms of the By-Laws of the Corporation, in which case Directors shall be elected at the annual meeting for a term of three (3) years as the terms of one (1) or more Directors expire.

#### ARTICLE VI

The name and address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Steven D. Pjesky	P. O. Box 796393 Dallas, Texas 75379
Bobby Corgan	P. O. Box 796393 Dallas, Texas 75379
Kelli Simeone	P. O. Box 796393 Dallas, Texas 75379

#### ARTICLE VII

Every person or entity who is a record Owner of a fee or undivided fee interest in any Dwelling Unit which is subject, by covenants of record, to assessment by the Corporation, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from any ownership of any Dwelling Unit which is subject to assessment by the Corporation. Ownership of such Dwelling Unit shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Dwelling Unit which is a

5727 00232

part of the Property, through judicial or non-judicial foreclosure, shall be a Member of the Corporation.

Members shall not have voting rights in the Association, and shall be represented at Association meetings only through Delegates selected in accordance with the provisions of the By-Laws.

#### ARTICLE VIII

The Corporation is a non-profit corporation, without capital stock, organized solely for the purposes specified in Article IV; and no part of its property, whether income or principal, shall ever inure to the benefit of any Director, officer, or employee of the Corporation, or of any individual having a personal or private interest in the activities of the Corporation, nor shall any such Director, officer, employee or individual receive or be lawfully entitled to receive any profit from the operations of the Corporation except a reasonable allowance for salaries or other compensation for personal services actually rendered in carrying out one (1) or more of its stated purposes. The Corporation shall not engage in, and none of its funds or property shall be devoted to, carrying on propaganda or otherwise attempting to influence legislation.

#### ARTICLE IX

The street address of the initial registered office of the Corporation is 17000 Preston Road, Suite 200, Dallas, Texas, 75248, and the name of its initial registered agent at such address is Steven D. Pjesky

#### ARTICLE X

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members and all First Mortgagees. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be held and owned by the Members proportionately as tenants in common according to the number of Dwelling Units owned. In the event the Owners representing Ownership of at least sixty-seven percent (67%) of the assets agree, the assets of the Corporation shall be sold.

ARTICLE XI

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

IN WITNESS WHEREOF, we hereunto set our hands this the 21<sup>st</sup> day of MARCH, A.D., 1984.

Steven D. Pjesky  
Steven D. Pjesky

Bobby Corgan  
Bobby Corgan

5727 00233

Kelli Simeone  
Kelli Simeone

THE STATE OF TEXAS §

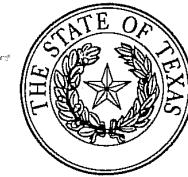
COUNTY OF Harris §

I, the undersigned Notary Public, do hereby certify that on this 21<sup>st</sup> day of March, A.D., 1984, personally appeared before me, Steven D. Pjesky, Bobby Corgan, and Kelli Simeone, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.

Carolyn Sue Murski  
Notary Public in and for  
The State of Texas  
My Commission Expires: CAROLYN SUE MURSKI  
Notary Public, State of Texas  
My Commission Expires 11/10/84

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Hope Andrade  
Secretary of State

Office of the Secretary of State  
Packing Slip

March 17, 2009  
Page 1 of 1

Excel Association Management, Inc.  
P.O. Box 941169  
Plano, TX 75094

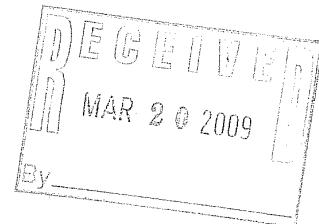
**Batch Number:** 25013628

**Batch Date:** 03-16-2009

**Client ID:** 149959764

**Return Method:** Mail

**Phone No:**



<b>Document Number</b>	<b>Document Detail</b>	<b>Filing Number / Name</b>	<b>Page Count</b>	<b>Fee</b>
250136280002	Nonprofit Periodic Report	PRESTON VILLAGE MASTER ASSOCIATION, INC.	0	\$25.00
<b>Total Document Fees</b>				<b>\$25.00</b>

<b>Payment Type</b>	<b>Payment Status</b>	<b>Payment Reference</b>	<b>Amount</b>
Check	Received	10614	\$25.00
<b>Total Payments Received</b>			<b>\$25.00</b>
<b>Total Amount Charged to Client Account</b>			\$0.00
<b>Total Amount Credited to Client Account</b>			\$0.00

*Note:* This is not a bill. Please do not send any payments until the monthly statement is received.  
Any amount credited to Client Account may be refunded upon request.  
Refunds (if applicable) will be processed within 10 business days.  
Acknowledgement of Filing Document(s) (if present) is attached.

User ID: RBEDFORD

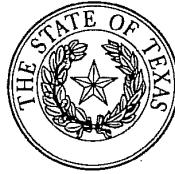
Come visit us on the Internet @ <http://www.sos.state.tx.us/>

Phone:(512) 463-5555

FAX (512) 463-5709

Dial: 7-1-1 for Relay Services

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Hope Andrade  
Secretary of State

## Office of the Secretary of State

March 17, 2009

Excel Association Management, Inc.  
PRESTON VILLAGE MASTER ASSOCIATION, INC.  
1916 Avenue K  
Plano, TX 75094

----  
RE: PRESTON VILLAGE MASTER ASSOCIATION, INC.  
File Number: 69775101

This is to advise you that the above referenced corporation's report required by article 1396-9.01, Texas Non-Profit Corporation Act, has been filed in this office. This letter may be used as evidence of the filing and payment of the filing fee.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555

Enclosure

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK HOLD AT AN ANGLE TO VIEW

Villages on Preston - Master  
CAB Operating  
P.O. Box 941169  
Plano, TX 75094  
972-881-7488

Community Association Banc  
P.O Box 62193  
Phoenix, AZ 85082

CHECK NO.	CHECK DATE	VENDOR NO.
10614	3/10/2009	

CHECK AMOUNT

\$25.00

\*\*\*\*TWENTY FIVE DOLLARS AND 00/100

PAY SECRETARY OF STATE  
TO THE PO BOX 12028  
ORDER OF AUSTIN, TX 78711-2028

*Pat Clark*

AUTHORIZED SIGNATURE

Memo: 0069775101 9.01 Report Non Profit Corp Act

10614 122105757 273513949

CHECK NO.  
10614

Villages on Preston - Master  
VENDOR: SECRETARY OF STATE

JR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
0069775101-3		3/10/2009	Expense 25.00 25.00	\$25.00	

FILED in the Office of the  
Secretary of State of Texas

MAR 16 2009

Corporations Section

Form 802  
(revised 09/05)

Return in Duplicate to:  
Secretary of State  
P.O. Box 12028  
Austin, TX 78711-2028  
Phone: 512/475-2705  
FAX: 512/463-1423  
Dial: 7-1-1 for Relay Services  
Filing Fee: See Instructions



This space reserved for filing office use.

FILED in the Office of the  
Secretary of State of Texas

MAR 16 2009

9.01 Report  
Pursuant to Article 1396-9.01,  
Texas Non-Profit Corporation Act

Corporations Section

File Number: 0069775101

1. The corporation name is: Preston Village Master Association, Inc.

2. It is incorporated under the laws of: (set forth state or foreign country) Texas

3. The name of the registered agent is:

A. The registered agent is a corporation (cannot be corporation named above) by the name of:

Excel Association Management, Inc.

OR

B. The registered agent is an individual resident of the state whose name is:

First Name	M	Last Name	Suffix
4. The registered office address, which is identical to the business office address of the registered agent in Texas, is: (use street or building address; see Instructions)			
<u>1916 Avenue K</u>		<u>Plano</u>	
Street Address	City	State	Zip Code

5. If the corporation is a foreign corporation, the address of its principal office in the state or country under the laws of which it is incorporated is:

Street or Mailing Address	City	State	Zip Code	Country
6. The names and addresses of all directors of the corporation are: (A Texas corporation must have at least 3 directors.) (If additional space is needed, include the information as an attachment to this form for item 6.)				

Richard Fuchs	M	Last Name	Suffix	
17725 Windflower Way #112	Dallas, TX	75252	USA	
Street or Mailing Address	City	State	Zip Code	Country

Jerry Andrews	M	Last Name	Suffix	
17827 Windflower Way	# 112	Dallas, TX	75252	
Street or Mailing Address	City	State	Zip Code	Country

William Moloney	M	Last Name	Suffix	
17815 Windflower Way # 102	Dallas, TX	75252	USA	
Street or Mailing Address	City	State	Zip Code	Country

(SEE ATTACHED)

7. The names, addresses, and titles of all officers of the corporation are: (A Texas corporation must include a president and a secretary and the same person cannot hold both offices.)

(If additional space is needed, include the information as an attachment to this form for item 7.)

First Name <i>Richard</i>	Middle Initial <i>M</i>	Last Name <i>Fuchs</i>	Officer Title <b>PRESIDENT</b>
Street or Mailing Address <i>17725 Windflower Way #112</i>		City <i>Dallas, TX</i>	Suffix <i>75252 USA</i>
		State <i>TX</i>	Zip Code <i>75252</i>
		Country <i>USA</i>	

First Name <i>Jeffrey Andrews</i>	Middle Initial <i>M</i>	Last Name <i>Andrews</i>	Officer Title <b>VICE PRESIDENT</b>
Street or Mailing Address <i>17827 Windflower Way #112</i>		City <i>Dallas, TX</i>	Suffix <i>75252 USA</i>
		State <i>TX</i>	Zip Code <i>75252</i>
		Country <i>USA</i>	

First Name <i>William Moloney</i>	Middle Initial <i>M</i>	Last Name <i>Moloney</i>	Officer Title <b>TREASURER</b>
Street or Mailing Address <i>17815 Windflower Way #102</i>		City <i>Dallas, TX</i>	Suffix <i>75252 USA</i>
		State <i>TX</i>	Zip Code <i>75252</i>
		Country <i>USA</i>	

Execution:

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 3-9-09

*Richard C. Luehrs*  
Signature of authorized officer PRCS 5001 86-B46D

Item # 6

Preston Village Master Association, Inc  
Board of Directors

Richard Fuchs, President  
17725 Windflower Way # 112  
Dallas, Texas 75252

Jerry Andrews, Vice President  
17827 Windflower Way #112  
Dallas, Texas 75252

William Moloney, Treasurer  
17815 Windflower Way #102  
Dallas, Texas 75252

Collette Koehler, Secretary  
17820 Windflower Way #1201  
Dallas, Texas 75252

Ketty Fitzgerald, Member  
17719 Windflower Way  
Dallas, Texas 75252

# Item #7

## Preston Village Master Association, Inc Board of Directors

Richard Fuchs, President  
17725 Windflower Way # 112  
Dallas, Texas 75252

Jerry Andrews, Vice President  
17827 Windflower Way #112  
Dallas, Texas 75252

William Moloney, Treasurer  
17815 Windflower Way #102  
Dallas, Texas 75252

Collette Koehler, Secretary  
17820 Windflower Way #1201  
Dallas, Texas 75252

Ketty Fitzgerald, Member  
17719 Windflower Way  
Dallas, Texas 75252

# Villages on Preston - Garden

## Articles of Incorporation



**EXCEL**  
Association Management Inc.



The State of Texas

Secretary of State

5727 00227

CERTIFICATE OF INCORPORATION

OF

PRESTON VILLAGE MASTER ASSOCIATION, INC.  
CHARTER NUMBER 697751

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ARTICLES OF INCORPORATION.

DATED MAR. 26, 1984



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5727 00228

ARTICLES OF INCORPORATION  
OF  
PRESTON VILLAGE MASTER ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

Collin County, Texas

ARTICLES OF INCORPORATION

FILED  
In the Office of the  
Secretary of State of Texas

OF

MAR 26 1984

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Clerk F  
Corporations Section

(A Texas Non-Profit Corporation)

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Bobby Corgan	P. O. Box 796393 Dallas, Texas 75379
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Bobby Corgan  
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Kelli Simeone  
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THE STATE OF TEXAS §

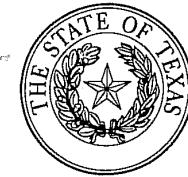
COUNTY OF Harris §

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IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.

Carolyn Sue Murski  
Notary Public in and for  
The State of Texas  
My Commission Expires: CAROLYN SUE MURSKI  
Notary Public, State of Texas  
My Commission Expires 11/10/84.

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Hope Andrade  
Secretary of State

Office of the Secretary of State  
Packing Slip

March 17, 2009  
Page 1 of 1

Excel Association Management, Inc.  
P.O. Box 941169  
Plano, TX 75094

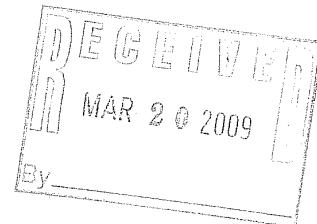
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250136280002	Nonprofit Periodic Report	PRESTON VILLAGE MASTER ASSOCIATION, INC.	0	\$25.00
<b>Total Document Fees</b>				<b>\$25.00</b>

<b>Payment Type</b>	<b>Payment Status</b>	<b>Payment Reference</b>	<b>Amount</b>
Check	Received	10614	\$25.00
<b>Total Payments Received</b>			<b>\$25.00</b>
<b>Total Amount Charged to Client Account</b>			\$0.00
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Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Hope Andrade  
Secretary of State

## Office of the Secretary of State

March 17, 2009

Excel Association Management, Inc.  
PRESTON VILLAGE MASTER ASSOCIATION, INC.  
1916 Avenue K  
Plano, TX 75094

----  
RE: PRESTON VILLAGE MASTER ASSOCIATION, INC.  
File Number: 69775101

This is to advise you that the above referenced corporation's report required by article 1396-9.01, Texas Non-Profit Corporation Act, has been filed in this office. This letter may be used as evidence of the filing and payment of the filing fee.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555

Enclosure

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK HOLD AT AN ANGLE TO VIEW

Villages on Preston - Master  
CAB Operating  
P.O. Box 941169  
Plano, TX 75094  
972-881-7488

Community Association Banc  
P.O Box 62193  
Phoenix, AZ 85082

CHECK NO.	CHECK DATE	VENDOR NO.
10614	3/10/2009	

CHECK AMOUNT

\$25.00

\*\*\*\*TWENTY FIVE DOLLARS AND 00/100

PAY SECRETARY OF STATE  
TO THE PO BOX 12028  
ORDER OF AUSTIN, TX 78711-2028

*Pat Clark*

AUTHORIZED SIGNATURE

Memo: 0069775101 9.01 Report Non Profit Corp Act

10614 122105757 273513949

CHECK NO.  
10614

Villages on Preston - Master  
VENDOR: SECRETARY OF STATE

JR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
0069775101-3		3/10/2009	Expense 25.00 25.00	\$25.00	

FILED in the Office of the  
Secretary of State of Texas

MAR 16 2009

Corporations Section

Form 802  
(revised 09/05)

Return in Duplicate to:  
Secretary of State  
P.O. Box 12028  
Austin, TX 78711-2028  
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Filing Fee: See Instructions



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FILED in the Office of the  
Secretary of State of Texas

MAR 16 2009

9.01 Report  
Pursuant to Article 1396-9.01,  
Texas Non-Profit Corporation Act

Corporations Section

File Number: 0069775101

1. The corporation name is: Preston Village Master Association, Inc.

2. It is incorporated under the laws of: (set forth state or foreign country) Texas

3. The name of the registered agent is:

A. The registered agent is a corporation (cannot be corporation named above) by the name of:

Excel Association Management, Inc.

OR

B. The registered agent is an individual resident of the state whose name is:

First Name	M	Last Name	Suffix
4. The registered office address, which is identical to the business office address of the registered agent in Texas, is: (use street or building address; see Instructions)			
<u>1916 Avenue K</u>		<u>Plano</u>	
Street Address	City	State	Zip Code

5. If the corporation is a foreign corporation, the address of its principal office in the state or country under the laws of which it is incorporated is:

Street or Mailing Address	City	State	Zip Code	Country
6. The names and addresses of all directors of the corporation are: (A Texas corporation must have at least 3 directors.) (If additional space is needed, include the information as an attachment to this form for item 6.)				

Richard Fuchs	M	Last Name	Suffix	
17725 Windflower Way #112	Dallas, TX	75252	USA	
Street or Mailing Address	City	State	Zip Code	Country

Jerry Andrews	M	Last Name	Suffix	
17827 Windflower Way	# 112	Dallas, TX	75252	
Street or Mailing Address	City	State	Zip Code	Country

William Moloney	M	Last Name	Suffix	
17815 Windflower Way # 102	Dallas, TX	75252	USA	
Street or Mailing Address	City	State	Zip Code	Country

(SEE ATTACHED)

7. The names, addresses, and titles of all officers of the corporation are: (A Texas corporation must include a president and a secretary and the same person cannot hold both offices.)

(If additional space is needed, include the information as an attachment to this form for item 7.)

First Name <i>Richard</i>	Middle Initial <i>M</i>	Last Name <i>Fuchs</i>	Officer Title <b>PRESIDENT</b>
Street or Mailing Address <i>17725 Windflower Way #112</i>		City <i>Dallas, TX</i>	Suffix <i>75252 USA</i>
		State <i>TX</i>	Zip Code <i>75252</i>
		Country <i>USA</i>	

First Name <i>Jeffrey Andrews</i>	Middle Initial <i>M</i>	Last Name <i>Andrews</i>	Officer Title <b>VICE PRESIDENT</b>
Street or Mailing Address <i>17827 Windflower Way #112</i>		City <i>Dallas, TX</i>	Suffix <i>75252 USA</i>
		State <i>TX</i>	Zip Code <i>75252</i>
		Country <i>USA</i>	

First Name <i>William Moloney</i>	Middle Initial <i>M</i>	Last Name <i>Moloney</i>	Officer Title <b>TREASURER</b>
Street or Mailing Address <i>17815 Windflower Way #102</i>		City <i>Dallas, TX</i>	Suffix <i>75252 USA</i>
		State <i>TX</i>	Zip Code <i>75252</i>
		Country <i>USA</i>	

Execution:

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 3-9-09

*Richard C. Luehrs*  
Signature of authorized officer PRCS 5001 86-B46D

Item # 6

Preston Village Master Association, Inc  
Board of Directors

Richard Fuchs, President  
17725 Windflower Way # 112  
Dallas, Texas 75252

Jerry Andrews, Vice President  
17827 Windflower Way #112  
Dallas, Texas 75252

William Moloney, Treasurer  
17815 Windflower Way #102  
Dallas, Texas 75252

Collette Koehler, Secretary  
17820 Windflower Way #1201  
Dallas, Texas 75252

Ketty Fitzgerald, Member  
17719 Windflower Way  
Dallas, Texas 75252

Item #7

Preston Village Master Association, Inc  
Board of Directors

Richard Fuchs, President  
17725 Windflower Way # 112  
Dallas, Texas 75252

Jerry Andrews, Vice President  
17827 Windflower Way #112  
Dallas, Texas 75252

William Moloney, Treasurer  
17815 Windflower Way #102  
Dallas, Texas 75252

Collette Koehler, Secretary  
17820 Windflower Way #1201  
Dallas, Texas 75252

Ketty Fitzgerald, Member  
17719 Windflower Way  
Dallas, Texas 75252

# Villages on Preston - Garden

## Bylaws



**EXCEL**  
Association Management Inc.

5727 00207

BY-LAWS  
OF  
PRESTON VILLAGE MASTER ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

5727 00208

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BY-LAWS OF  
PRESTON VILLAGE MASTER ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

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BY-LAWS  
OF  
PRESTON VILLAGE MASTER ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

ARTICLE I

PROPERTY LOCATION

1.1 LOCATION. The words "the Property" as used in these By-Laws shall be deemed to mean the following described real property situated in Collin County, Texas, described on the attached Exhibit "A".

ARTICLE II

NAME AND PRINCIPAL OFFICE

2.1 NAME AND ADDRESS. The name of this Corporation shall be PRESTON VILLAGE MASTER ASSOCIATION, INC. (hereinafter called "Corporation" or "Association"). Its principal office shall be located in Dallas, Texas.

ARTICLE III

PURPOSES, POWERS AND RIGHTS

3.1 PURPOSES. The purposes for which this Corporation is formed are the civic and social benefit and betterment of the residents and property Owners of PRESTON VILLAGE, which purposes are more specifically described as follows:

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Conditions and Restrictions (the "Restrictions") for PRESTON VILLAGE;
- b. To affix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Restrictions referred to hereinabove; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of this Corporation;
- c. To acquire by gift or purchase or to otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or

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personal property in connection with the affairs of this Corporation  
subject to the limitations of the Restrictions;

d. To borrow money, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the limitations of the Restrictions;

e. To provide maintenance and upkeep of the Common Area and Dwelling Unit exteriors, but only as provided in Paragraph 5.2 of the Covenants, Conditions and Restrictions of PRESTON VILLAGE; and

f. To provide any activity necessary for the mutual benefit of resident Owners, and to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation laws of the State of Texas, by law may now or hereinafter exercise.

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#### ARTICLE IV

##### REGISTERED OFFICE AND AGENT

4.1 OFFICE AND AGENT. The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

#### ARTICLE V

##### MEMBERSHIP, VOTING RIGHTS, MEETINGS AND ASSESSMENTS

5.1 MEMBERSHIP. Every person or entity who is a record Owner of a fee or undivided fee interest in any Dwelling Unit which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Dwelling Unit which is subject to assessment by the Association. Ownership of such Dwelling Unit shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Dwelling Unit which is a part of the Property, through judicial

or non-judicial foreclosure or by a deed in lieu of foreclosure, shall be a Member of the Association.

5.2 SELECTION OF ASSOCIATION DELEGATES. Each Residential Association, as that term is defined in the Declaration, shall be represented at Association meetings by a delegation composed of three (3) Delegates. The Board of Directors of the Residential Association shall designate the Delegates for such Residential Association and fix the rules of administration of the Residential Association delegation. Each Delegate appointed by a Residential Association must be a Member of such Residential Association.

5.3 VOTING RIGHTS. Members shall not have voting rights in the Association, and shall be represented at Association meetings only through Delegates selected in accordance with the provisions of Paragraph 5.2 hereof. Except for Delegates appointed by Developer, each such Delegate must be a Member of the Association.

5.4 METHOD OF VOTING. The total number of votes which may be cast on any matter requiring assent of Members of the Association shall be equal to the total number of Memberships represented by all of the Residential Associations at the time of any such vote. Whenever a vote of the Members of the Association is required pursuant to the Declaration, or pursuant to the charter or these By-Laws of the Association, or is otherwise required by law, such votes shall be cast only by the Delegates representing the respective Members, in the same manner and with the same force and effect, though each Member had given the delegation of Delegates which represents such Member's Residential Association an irrevocable proxy coupled with an interest. Each such Residential Association delegation shall collectively cast a total number of votes as a unit. Unless the Declaration or the charter or By-Laws of the Association, or any law, shall specify a greater vote, all Association matters requiring action by Members or by the Delegates shall be decided by a majority of the votes cast by Delegates voting at a meeting of Delegates at which are present Delegates representing a majority of the Memberships governed by the Declaration at the time of such vote. In all elections for members of the Board, each Residential Association delegation shall vote on a non-cumulative voting basis.

5.5 ANNUAL MEETINGS. The first (1st) annual meeting of the Association shall be held within one (1) year from the date of incorporation of the Association. Thereafter, the annual meeting of the Delegates shall be held on

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the first (1st) \_\_\_\_\_ in January of each year, at five-thirty (5:30) P.M., if not a legal holiday, and if a legal holiday, then on the next succeeding business day, for the purpose of electing Directors (after the term of office of the initial Board of Directors or the successors to the initial Board of Directors has terminated), and for the transaction of any and all such other business which may be brought before or submitted to the meeting. All annual meetings of the Members shall be held at the office of the Corporation in the City of Dallas, Texas, unless otherwise determined by the Board of Directors. No notice of the annual meetings shall be necessary.

5.6 SPECIAL MEETINGS. Special meetings of the Association shall be held at the office of the Association in the City of Dallas, Texas, or at such other places as may be designated in the notice of waiver or waivers of notice of the respective meetings. Special meetings may be called by the President or by a Vice President or by a majority of the Directors or by one-fourth (1/4) of all Delegates. Written notice of each special meeting shall state the time and place thereof and indicate briefly the purpose or purposes thereof. Notice may be sent by mail or telegram or may be delivered by the Secretary, the President, Vice President or Assistant Secretary, directly to the Delegates of the Association and all holders of first liens on the Property at their respective addresses, as shown by the records of the Corporation, at least ten (10) and not more than forty (40) days prior to the date set for the holding of the meeting. Unless otherwise indicated in the notice or waiver or waivers of notice thereof, any and all business may be transacted at any annual or special meeting. However, no vote to (i) change the assessment provisions of Article IV of the Declaration of Covenants, Conditions and Restrictions shall be effective until all Lienholders have been notified of said vote and given a period of thirty (30) days in which to contact the Owners or the Association and suggest alternatives or changes in the Association's plans.

5.7 QUORUM. Except as otherwise provided, ~~one-half~~ (1/2) of the Delegates, either in person or by proxy, shall constitute a quorum for all purposes at any meeting of the Association. If the number of Delegates necessary to constitute a quorum at any annual or special meeting is not present in person or by proxy, the Delegates may adjourn such meeting from time to time without notice until the number requisite to constitute a quorum shall be present in person or by proxy. Those Delegates holding a majority of

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all the votes of the Association present in person or by proxy, may also adjourn any annual or special meeting from time to time without notice, other than by announcement at the meeting, until the transaction of any and all business submitted or proposed to be submitted to such meeting or any adjournment or adjournments thereof shall have been completed. At any such adjourned meeting at which a quorum may be present, in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally noticed or called.

5.8 ASSESSMENT CHANGES. Notwithstanding any other provisions of these By-Laws, any motion to raise the annual assessments according to the terms of Article IV, Paragraph 4.3 of the Declaration of Covenants, Conditions and Restrictions must have the assent of Delegates entitled to cast two-thirds (2/3) of all the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. For such action, presence of Delegates holding sixty percent (60%) of all the votes of the Members is required to constitute a quorum.

5.9 PRESIDING OFFICER. The President of the Corporation, or in his absence, a Vice President of the Corporation, shall call the meetings to order and in addition shall act as Chairman. In the absence of the President and a Vice President of the Corporation, the Delegates present may appoint a Chairman. The Secretary of the Corporation, or in his absence, an Assistant Secretary, shall act as Secretary of all meetings of the Association but in the absence of the Secretary and an Assistant Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

5.10 VOTING. At all meetings, all questions, except those expressly governed by statute, the Charter of the Corporation, these By-Laws or the Declaration of Covenants, Conditions and Restrictions shall be decided by a simple majority of the votes of the Members through the Delegates present in person or by proxy at a meeting duly called with a quorum present. All voting shall be by voice, except that, upon the determination of the presiding officer of any meeting or upon the demand of any Delegate or his proxy, voting may be by secret ballot. Each ballot shall be signed by the Delegate voting or by his proxy. Cumulative voting for Directors is expressly prohibited. Voting shall be by Members in person or by proxy as allowed by statute.

5.11 INFORMAL ACTION. The Corporation may act, with or without a meeting, on any issue on which a vote is required by obtaining the written

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consent of Delegates having the requisite majority of all outstanding votes of Members of the Corporation.

ARTICLE VI

BOARD OF DIRECTORS

6.1 POWERS. The business and property of the Corporation shall be managed and controlled by the Board of Directors and shall be subject to the restrictions imposed by law, by the Articles of Incorporation of this Corporation, by these By-Laws and by the Restrictions on the Property. The Board of Directors may exercise all of the powers of the Corporation.

6.2 NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

6.3 NUMBER AND TENURE. The number of Directors initially, shall be three (3). The initial Board of Directors as set forth in the Articles of Incorporation shall serve for the terms as set out in said Articles of Incorporation. Upon the expiration of a Director's term, a successor shall be elected for a term of three (3) years at the annual meeting of the Corporation. Each Director shall be elected to hold office and serve for three (3) years or until his successor shall be elected, and shall duly qualify. Any Director may be removed from the Board for cause, by a majority of the votes entitled to be cast by those Delegates present in person or represented by proxy at a meeting of the Association at which a quorum is present. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

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6.4 PLACE OF MEETINGS. The Directors may hold their meetings and have offices and keep the books of the Corporation, except as otherwise provided by statute, at the office of the Corporation.

6.5 COMPENSATION. No Director shall receive compensation for any service he may render to the Corporation. However, any Director may be reimbursed for his actual reasonable expenses incurred in the performance of his duties.

6.6 FIRST MEETING. At the first meeting of the Board of Directors in each year at which a quorum is present, the Board of Directors shall proceed to the election of the officers of the Corporation. No notice or waiver of notice of any such first meeting shall be required or necessary if it is held immediately after either the annual meeting or the adjourned annual meeting of the Members, and any and all business of any nature or character may be transacted at such first meeting.

6.7 REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at such time and place as shall be designated, from time to time, by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

6.8 SPECIAL MEETINGS. Special meetings of the Board of Directors, shall be held whenever called by the President, Vice President, Secretary or a majority of the Directors in office. Notice of each special meeting shall be given by any officer of the Corporation by telegraph, mail, telephone or personal delivery to each Director at his residence or usual place of business at least two (2) days prior to the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

6.9 QUORUM. The majority of the Directors then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice, other than by announcement at the meeting, until a quorum is present or in attendance thereat. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, except as otherwise provided by law, the Charter of the Corporation, these By-Laws or the Restrictions.

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6.10 ORDER OF BUSINESS AND PRESIDING OFFICER. At the meetings of the Board of Directors, business shall be transacted in such order as from time to time the Board of Directors may determine. At all meetings of the Board of Directors the President shall preside, and in the absence of the President, a Chairman shall be chosen from the Directors present. The Secretary of the Corporation shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

6.11 DIRECTOR CONFLICTS. No Director or officer of the Corporation shall be required to devote his time or render services exclusively to the Corporation. Each Director and officer of the Corporation shall be free to engage in any and all other businesses and activities either similar or dissimilar to the business of the Corporation without liability to this Corporation. Likewise, each and every Director and officer of the Corporation, may become a Director or officer of any other corporation or corporations, entity or entities, whether or not the purposes of the other corporation conflict with the business or activities of this Corporation, without breach of duty to this Corporation or its Members or without liability of any character or description to the Corporation or its Members. No contract or other transaction of this Corporation shall ever be affected by the fact that any Director or officer of the Corporation is interested in, or connected with any party to such contract or transaction, or is a party to such contract or transactions, provided that such contract or transaction shall be approved by a majority of the disinterested Directors present at a meeting of the Board of Directors at which such contract or transaction shall be authorized or confirmed.

#### ARTICLE VII

##### OFFICERS AND DUTIES

7.1 OFFICERS. The officers of the Corporation shall consist of a President (who shall be a Director), one (1) or more Vice Presidents, a Treasurer, a Secretary and such other officers, including but not limited to, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as the Board of Directors may from time to time elect or appoint. Only the office of Secretary and Treasurer may be held by the same person. All officers shall be subject to removal, with or without cause, at any time,

by vote of a majority of the whole Board of Directors. A vacancy in the office of any officer shall be filled by a vote of a majority of the Directors then in office.

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7.2 PRESIDENT. The President, subject to the control of the Board of Directors, shall be in general charge of the affairs of the Corporation in the ordinary course of its business. He shall preside at all meetings of the Members and of the Board of Directors. He may, when authorized to do so by the Board of Directors, make, sign and execute all deeds, conveyances, assignments, bonds, contracts and shall co-sign with the Treasurer all checks and promissory notes; and, he shall do and perform such other duties as may from time to time be assigned to him by the Board of Directors.

7.3 VICE PRESIDENT. Each Vice President shall have the usual powers and duties pertaining to his office including the power to act as President in his absence and such other powers and duties as may be assigned to him by the Board of Directors. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

7.4 TREASURER. The Treasurer shall have custody of all the funds and securities of the Corporation. When necessary or proper, he may co-sign with the President all checks and promissory notes, and endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner described by the Board of Directors. Whenever required by the Board of Directors, he shall render a statement of his cash account, and he shall enter or cause to be entered regularly on the books of the Corporation kept by him for that purpose a full and accurate account of all monies received and paid out on account of the Corporation. He shall at all reasonable times exhibit his books and accounts to any Director of the Corporation or any first Lienholder or its designee during business hours. He shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors and, if required by the Board of Directors, give a bond for the faithful discharge of his duties in such form as the Board of Directors may require.

7.5 ASSISTANT TREASURER. Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as may be assigned to him by the Board of Directors. The Assistant

Treasurer shall exercise the powers of the Treasurer during that officer's absence or inability to act.

7.6 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members in books provided for that purpose. He shall attend to the giving and serving of all notices and he may sign with the President or a Vice President in the name of the Corporation all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Corporation and affix the seal of the Corporation thereto. He shall have charge of and maintain and keep such books and papers as the Board of Directors may direct. These books and papers shall be open to inspection by any Director, Member of the Association or any holder of a first mortgage on any Dwelling Unit during normal business hours. He shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Directors.

7.7 ASSISTANT SECRETARY. Each Assistant Secretary shall have the usual powers and duties pertaining to the office, together with such other powers and duties as may be assigned to such officer by the Board of Directors may direct. These books and papers shall be open to inspection by any Director, Member of the Association or any holder of a first mortgage on any Home during normal business hours. He shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Directors.

#### ARTICLE VIII

##### BOARD RESPONSIBILITIES

8.1 AUTHORIZED AGENTS. The Board of Directors, except as otherwise provided herein, may authorize any one (1) or more officers or agents to act in the name of and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, or do such other things as the Board may from time to time direct and such authority may be general or confined to specific instances. However, unless so authorized by the Board of Directors or expressly authorized by the By-Laws, no officer or agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable in any manner.

8.2 LOANS. No loan shall be contracted on behalf of the Corporation, and no negotiable paper shall be issued in its name unless authorized by the Board of Directors.

572700220

8.3 PAYMENTS. All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes and other evidences of indebtedness of the Corporation shall be signed on behalf of the Corporation by the Management Agent if approved by resolution of the Board of Directors.

8.4 CORPORATE FUNDS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board of Directors may select. For the purpose of such deposits, any officer, agent or employee delegated by the Board of Directors, shall have the power to endorse, assign and deliver for deposit checks, drafts and other orders for the payment of money which are payable to the order of the Corporation.

8.5 FINANCIAL STATEMENTS. The Board of Directors, within ninety (90) days of the fiscal year end, shall cause to be prepared, and shall make available to any Owner or first mortgage holder, annual audited financial statements of the Corporation.

#### ARTICLE IX

##### CORPORATE MATTERS

9.1 FISCAL YEAR. The fiscal year of the Corporation shall end at midnight on December 31st, of each calendar year.

9.2 CORPORATE SEAL. The seal of the Corporation shall be circular in form and have inscribed thereon the name of the Corporation.

9.3 NOTICE. Whenever any notice whatever is required to be given under the provisions of these By-Laws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, post-paid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

9.4 DIRECTOR AND OFFICER RESIGNATIONS. Any Director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

ARTICLE X

INDEMNIFICATION

5727 00221

10.1 INDEMNIFICATION OF OFFICERS AND PERSONNEL. Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board of Directors may authorize the Association to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former Director, officer, committee member or employee of the Association in an action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person while a Director, officer, committee member or employee, provided, the Board of Directors determines in good faith that such Director, officer or employee was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interests of the Association or its Members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this Paragraph shall apply to the estate, executor, administrator, heirs, legatees or devisees or a Director, officer, committee member or employee, and the term "person" where used in the foregoing Paragraph shall include the estate, executor, administrator, heirs, legatees or devisees of such person.

10.2 LIABILITIES. Notwithstanding the provisions of the preceding Paragraph, no person shall be entitled to indemnification pursuant thereto in relation to any matter in which indemnification is not permitted by law.

ARTICLE XI

AMENDMENTS

11.1 REQUIREMENTS. These By-Laws may be amended by a vote of a majority of a quorum consisting of Delegates holding the votes of at least one-half (1/2) of the Members of the Corporation at any annual or special meeting of the Association in person or by proxy.

11.2 CONFLICTS. In case of any conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control; in case of any conflict between these By-Laws and the Declaration of Covenants, Conditions and Restrictions, the Declaration shall control.

11.3 DEFINITION. The words "amend" and "amended" shall be broadly interpreted to include alterations, modifications, additions and repeal, in

5727 00222

whole or in part. The terms used in these By-Laws, to the extent they are defined in said Declaration shall have the same definition as set forth in the Declaration of Covenants, Conditions and Restriction for PRESTON VILLAGE as the same may be amended from time to time, and recorded in the Office of the County Clerk of Collin County, Texas.

The By-Laws adopted by the Board of Directors of the Corporation at the first meeting of the Board of Directors held in Dallas, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 198\_\_\_\_.

  
\_\_\_\_\_  
Henry C. Johnson  
Secretary President

27 00223

PRESTON VILLAGE EXHIBIT "A"

SITE DESCRIPTION 1852-659

WHEREAS, SANFORD HOMES, INC., A TEXAS CORPORATION is the owner of a tract of land situated in the A.B. Danks Survey, Abstract No. 283, and the J.V. Mounts Survey, Abstract No. 634, Collin County, Texas also being Block D/8730 and being a portion of the 29.784 acre tract of land conveyed to Sanford Homes, Inc., a Texas Corporation by the deed recorded in C-683 of the Deed Records of Collin County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the west R.O.W. of Windflower Way (varying width) and the north R.O.W. of Richwater Drive (varying width); said point a point of curvature of a curve to the left having a radius of 282.00 feet, an internal angle of 3°10'21", and a chord bearing of N 89°48'58" W;

THENCE Northwesterly along said curve and along said north R.O.W. of Richwater Drive for a distance of 15.62 feet to the POINT OF BEGINNING;

THENCE S 88°35'52" W continuing along said north R.O.W. for a distance of 401.48 feet to a point;

THENCE N 01°24'08" W leaving said north R.O.W. for a distance of 113.50 feet to a point;

THENCE N 88°35'52" E for a distance of 425.61 feet to a point of curvature of a curve to the right having a radius of 106.67 feet, a central angle of 22°48'24" and a chord bearing of S 79°59'56" E;

THENCE Southeasterly along said curve for a distance of 42.46 feet to a point of reverse curvature of a curve to the left having a radius of 10.00 feet, a central angle of 02°37'07" and a chord bearing of S 69°54'18" E;

THENCE Southeasterly along said curve for a distance of 0.46 feet to a point; said point being in the said west line of Windflower Way;

THENCE S 21°39'00" W along said west R.O.W. for a distance of 29.74 feet to a point of curvature of a curve to the right having a radius of 90.00 feet, a central angle of 13°32'10" and a chord bearing of S 28°25'05" W;

THENCE Southwesterly along said curve for a distance of 21.26 feet to a point of reverse curvature of a curve to the left having a radius of 90.00 feet, a central angle of 13°32'10" and a chord bearing of S 28°25'05" W;

THENCE Southwesterly along said curve for a distance of 21.26 feet to a point;

THENCE S 21°39'00" W along said west R.O.W. for a distance of 34.83 feet to a point;

(1)

527 00224

PRESTON VILLAGE EXHIBIT "A" 1852, 660  
SITE DESCRIPTION

THENCE S 56°12'16" W for a distance of 16.47 feet to a point; said point being in the said north R.O.W. of Richwater Drive, said point also being the point of curvature of a non-tangent curve to the right having a radius of 282.00 feet, a central angle of 01°08'26" and whose center bears S 00°15'42" E;

THENCE Southwesterly along said curve for a distance of 5.61 feet to the POINT OF BEGINNING;

CONTAINING 50,220.00 square feet or 1.1529 acres of land.

5727 00225

CODORI AREA

EXHIBIT "A"

ROADWAY DESCRIPTION

1852 661

WHEREAS, SANFORD HOMES, INC., A TEXAS CORPORATION is the owner of a tract of land situated in the A.B. Danks Survey, Abstract No. 283, and the J.V. Mounts Survey, Abstract No. 634, Collin County, Texas also being Block D/8730 and being a portion of the 29.784 acre tract of land conveyed to Sanford Homes, Inc., a Texas Corporation by the deed recorded in C-683 of the Deed Records of Collin County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the west R.O.W. of Windflower Way (varying width) and the north R.O.W. of Richwater Drive (varying width);

THENCE N 21°39'00" E along the said west R.O.W. of Windflower Way for a distance of 44.83 feet to a point; said point a point of curvature of a curve to the right having a radius of 90.00 feet, a central angle of 13°32'10", and a chord bearing of N 28°25'05" E;

THENCE Northeasterly along said curve and along said west R.O.W. of Richwater Drive for a distance of 21.26 feet to a point of reverse curvature of a curve to the left having a radius of 90.00 feet, a central angle of 13°32'10", and a chord bearing of N 28°25'06" E;

THENCE Northeasterly along said curve and along said west R.O.W. of Richwater Drive for a distance of 21.26 feet to a point;

THENCE N 21°39'00" E along said west R.O.W. of Richwater Drive for a distance of 2.69 feet to the POINT OF BEGINNING; said point also being the point of curvature of a non-tangent curve to the left having a radius of 10.00 feet, a central angle of 5°27'03" and whose center bears S 26°25'06" W;

THENCE Northwesterly along said curve and leaving said west R.O.W. for a distance of 0.95 feet to a point of compound curvature of a curve to the left having a radius of 79.67 feet, a central angle of 22°22'07" and a chord bearing of N 80°13'04" W;

THENCE Northwesterly along said curve for a distance of 31.10 feet to a point;

THENCE S 88°35'52" W for a distance of 421.11 feet to a point;

THENCE N 01°24'08" W for a distance of 27.00 feet to a point;

THENCE N 88°35'52" E for a distance of 421.11 feet to a point of curvature of a curve to the right having a radius of 106.67 feet, a central angle of 22°48'24" and a chord bearing of S 79°59'56" E;

(1)

727 00226

COMMON AREA                            EXHIBIT NO.  
ROADWAY DESCRIPTION                  1852 and 662

THENCE Southeasterly along said curve for a distance of 42.46 feet to a point of reverse curvature of a curve to the left having a radius of 10.00 feet, a central angle of 02°37'07" and a chord bearing of S 69°54'18" E;

THENCE Southwesterly along said curve for a distance of 0.46 feet to a point;

THENCE S 21°39'00" W for a distance of 27.05 feet to the POINT OF BEGINNING;

CONTAINING 12,382.13 square feet or 0.2843 acres of land.

FIRST AMENDMENT TO THE BYLAWS  
OF  
PRESTON VILLAGE MASTER ASSOCIATION, INC.

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

THIS FIRST AMENDMENT TO THE BYLAWS OF PRESTON VILLAGE  
MASTER ASSOCIATION, INC. (this "First Amendment") is made this 15 day of July,  
2013, by the membership of the Preston Village Master Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Sanford Homes, Inc., a Texas corporation ("Declarant") prepared that certain Declaration of Covenants, Conditions and Restrictions of Preston Village and recorded same on or about March 22, 1984, in Volume 1852, Page 641 et seq. of the Real Property Records of Collin County, Texas, as amended and supplemented from time to time (the "Declaration"); and; and

WHEREAS, the Board of Directors of the Association adopted the Bylaws of Preston Village Master Association, Inc. which are recorded in Volume 5727, Page 00207 of the Deed Records of Collin County, Texas (the "Bylaws"); and

WHEREAS, Article XI of the Bylaws provides for amendment of the Bylaws by the vote of a majority of a quorum consisting of Delegates holding the votes of at least one-half (1/2) of the Members of the Association at any annual or special meeting of the Association in person or by proxy; and

WHEREAS, the following amendments to the Bylaws were approved by a majority of a quorum of Delegates holding the votes of at least one-half (1/2) of the Members of the Association present in person or by proxy at meeting of the Delegates of the Association held on June 19, 2013.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. Article V, Section 5.2 of the Bylaws is deleted.
2. Article V, Section 5.3 of the Bylaws is deleted and the following substituted therefor:

5.3 **VOTING RIGHTS.** Each Member shall be entitled to one (1) vote for each Dwelling Unit in which such Member holds the interest required for membership. When more than one person holds such interest or interests in any Dwelling Unit,

all such persons shall be Members, and the vote for such Dwelling Unit shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Dwelling Unit.

3. Article V, Section 5.4 of the Bylaws is deleted and the following substituted therefor:

**5.4 METHOD OF VOTING.** Unless the Declaration or the charter or By-Laws of the Association, or any law, shall specify a greater vote, all Association matters requiring action by Members shall be decided by a majority of the votes cast by Members voting at a meeting of Members at which a quorum is present, either in person, by proxy or by absentee ballot. In all elections for members of the Board, cumulative voting is not permitted.

4. Wherever the term "Delegate(s)" appears in the Bylaws, the term "Member(s)" shall be substituted in its place.

5. Except as modified in this Amendment, the Bylaws shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned officer does hereby certify that the foregoing amendment was approved by a majority of a quorum of Delegates present in person or by proxy at a meeting of the Delegates of the Association on June 19, 2013.

PRESTON VILLAGE MASTER  
ASSOCIATION, INC.,  
a Texas non-profit corporation

By: 

Printed Name: Harry FRANKLIN

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS        §  
                            §  
COUNTY OF COLLIN     §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Harry F. FRANKLIN, President of Preston Village Master Association, Inc., a Texas non-profit corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of July, 2013.

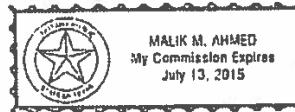
Notary Public in and for the State of Texas

My Commission Expires: July 13, 2015

AFTER RECORDING RETURN TO:

Riddle & Williams, P.C.  
3710 Rawlins Street, Suite 1400  
Dallas, Texas 75219

BYLAWSThe first amendment bylaws-prestonvillage



FIRST AMENDMENT TO BYLAWS- Page 3

Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
07/16/2013 09:22:09 AM  
\$24.00 DLAIKD  
20130716000989280



*Stacey Kemp*

*Signature*

# Villages on Preston - Garden

## Insurance Declaration Pages



**EXCEL**  
Association Management Inc.



PREST02

OP ID: RF

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baker & Affiliates Ins Agy Inc 2045 Forest Lane #190 Garland, TX 75042	972-276-8100	CONTACT Rhonda Floyd NAME: PHONE (A/C, No, Ext): 972-276-8100 E-MAIL ADDRESS: rhonda@bakerandaffiliates.com FAX (A/C, No): 972-526-5515
		INSURER(S) AFFORDING COVERAGE INSURER A : Scottsdale Insurance Company INSURER B : Federal Insurance Company INSURER C : Philadelphia Insurance Co INSURER D : INSURER E : INSURER F :
		NAIC # 41297 23850
INSURED Preston Village Master Assoc c/o Excel Association Mgmt PO Box 941169 Plano, TX 75094		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPS2711817	09/11/2018	09/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPS2711817	09/11/2018	09/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$		79940687-79317	09/11/2018	09/11/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
C	Directors/Officers		PCAP012525-0118	09/11/2018	09/11/2019	D&O 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Residential Homeowners Association Windflower Way, Dallas, TX 75252						

CERTIFICATE HOLDER	INSURVE	CANCELLATION
Insurance Verification	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE 	

# Villages on Preston - Garden

## Covenants, Codes and Regulations



**EXCEL**  
Association Management Inc.

b3  
b9c  
b9d  
**vol 1852 PAGE 641**

**16872**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PRESTON VILLAGE

COLLIN COUNTY, TEXAS

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FOR

VOL 1852 NO 642

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OF  
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PRESTON VILLAGE

THE STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made on the date hereinafter set forth by SANFORD HOMES, INC., a Texas corporation, hereinafter referred to as "Developer" or "Declarant", or its successors or assigns.

W I T N E S S E T H :

WHEREAS, Developer is the Owner of certain property in the County of Collin, State of Texas, known as PRESTON VILLAGE and which is more particularly described on the attached Exhibit "A", and which is or will be composed of several Condominium Projects as well as Common Area as defined herein.

NOW THEREFORE, Developer hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the above described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Anything to the contrary notwithstanding, this Declaration of Covenants, Conditions and Restrictions for PRESTON VILLAGE, shall be subordinate to the Supplemental Declaration of Covenants, Conditions and Restrictions for PRESTONWOOD WEST MASTER HOMEOWNERS ASSOCIATION, INC., by and between SANFORD HOMES, INC., PRESTONWOOD WEST DEVELOPMENT COMPANY NO. 1, and PRESTONWOOD WEST DEVELOPMENT COMPANY, filed MARCH 8, 1984, and recorded in Volume 1843, Page 344, of the ~~Commons~~ Deed Records of Collin County, Texas.

ARTICLE I

DEFINITIONS

1.1 ASSOCIATION. "Association" shall mean and refer to PRESTON VILLAGE MASTER ASSOCIATION, INC., its successors and assigns.

1.2 BOARD OR BOARD OF DIRECTORS. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of PRESTON VILLAGE MASTER ASSOCIATION, INC.

1.3 COMMON AREA. "Common Area" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association. All Dwelling Unit Owners shall have the right to use the Common Area subject to any Rules and Regulations established by the Board of Directors.

1.4 CONSTRUCTION AND SALE PERIOD. "Construction and Sale Period" shall mean that period of time during which Developer is developing the Premises and selling the Dwelling Units, which time period shall extend from the date hereof until such time as the Developer transfers title to all of the Dwelling Units.

1.5 DELEGATE. "Delegate" shall mean an individual elected by the Members of a Residential Association to represent the Members of that Association at the meetings of the Association.

1.6 DWELLING UNIT. "Dwelling Unit" shall mean a residential property or condominium Unit intended for the housing of one family.

1.7 LIENHOLDER OR FIRST MORTGAGEE. "Lienholder" or "First Mortgagee" shall mean the holder of a first mortgage lien on any Dwelling Unit in the development.

1.8 MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.9 OWNER. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Dwelling Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Mortgagee or Lienholder who acquires fee simple title to any Dwelling Unit which is a part of the Property, through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.10 PROPERTY, PREMISES OR DEVELOPMENT. "Property" shall mean and refer to that certain real property hereinbefore described which is within the jurisdiction of the Association.

1.11 RESIDENTIAL ASSOCIATIONS. "Residential Associations" shall mean any Texas Non-Profit Corporation, its successors and assigns, incorporated to

govern a Condominium located within the Property pursuant to the terms of the Residential Declaration.

1.12 RESIDENTIAL DECLARATION. "Residential Declaration" shall mean the Declaration of Condominium for the individual residential developments within the Property.

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#### ARTICLE II

##### PROPERTY RIGHTS

2.1 OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Dwelling Unit, subject to the following provisions:

- a. the right of the Association to suspend a Member's voting rights and right to the use of recreational or other facilities owned or operated by the Association for any period during which any assessment against his Dwelling Unit remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- b. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (i) an instrument of agreement to such dedication or transfer, signed by two-thirds (2/3) of the Members entitled to vote is properly recorded, in the Deed Records of Collin County, Texas, and (ii) written notice of proposed action under this provision is sent to every Owner and Lienholder not less than thirty (30) days, nor more than sixty (60) days in advance of said action;
- c. the right of the Association to limit the number of guests of Members;
- d. the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and, subject to the consent of all Lienholders, to mortgage said property; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder;

e. the right of the Association to make rules and regulations relating to traffic flow and other uses of private drives on the Property.

2.2 DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property. The Owners hereby covenant that any lease executed on a Dwelling Unit shall be in writing and contain provisions binding any lessee thereunder to the terms of the Restrictions, rules and regulations applicable to the property, and further providing that non-compliance with the terms of the lease shall be a default thereunder.

2.3 TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens. The Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

3.1 MEMBERSHIP. Every person or entity who is a record Owner of a fee or undivided fee interest in any Dwelling Unit which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Dwelling Unit which is subject to assessment by the Association. Ownership of such Dwelling Unit shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Dwelling Unit which is a part of the Property, through judicial or non-judicial foreclosure, shall be a Member of the Association.

3.2 VOTING RIGHTS. Each Residential Association shall select three Delegates to represent it at the meetings of the Association. The Delegates shall cast the votes of the Residential Associations as provided in Paragraph 5.4 of the By-Laws of the Association.

3.3 NO CUMULATIVE VOTING. At all meetings of the Owners Association there shall be no cumulative voting.

#### ARTICLE IV

##### COVENANT FOR MAINTINANCE ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer, for each Dwelling Unit owned within the Property, hereby covenants, and each Owner of any Dwelling Unit, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be fixed, established and collected as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Property and in particular to insure the maintenance of the Property. Assessments shall include, but are not limited to, funds to cover actual Association costs to insure the repair, replacement and maintenance of the Dwelling Units, as herein authorized or as may from time to time be authorized by the Board of Directors; service activities such as mowing grass and grounds maintenance of the Common Area and maintenance of the private streets, property entrance and the perimeter wall of the Property, maintenance and upkeep of the recreational facilities; legal and accounting fees, and any fees for management services; reserves for replacement of all Common Area facilities; and maintenance and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association.

4.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

WIL 1852, 649

a. Until January 1 of the year immediately following the conveyance of the first Dwelling Unit to an Owner, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Dwelling Unit.

b. From and after January 1 of the year immediately following the conveyance of the first Dwelling Unit to an Owner, the maximum annual assessment may be set effective January 1 of each year without a vote of the membership by an amount not to exceed one hundred and twenty percent (120%) of the budget of the preceding year.

c. From and after January 1 of the year immediately following the conveyance of the first Dwelling Unit to an Owner, the maximum annual assessment may be set above one hundred and twenty percent (120%) only by the approval of the Delegates entitled to cast two-thirds (2/3) of the votes of the Members of the Association.

d. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4.4 NOTICE QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPH 4.3.

Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 4.3 shall be sent to all Delegates not less than ten (10) days nor more than forty (40) days in advance of the meeting. At the first such meeting called, the presence of Delegates or of proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Delegates of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements. In lieu of a meeting, a door to door canvass may be used to get the written consent of two-thirds (2/3) Owners.

4.5 UNIFORM RATE OF ASSESSMENT. The annual assessments shall be fixed at a uniform rate for all Dwelling Units regardless of location, and shall commence and be due in accordance with the provisions of Paragraph 4.6 hereof.

4.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

a. As to each Dwelling Unit owned by an Owner other than Developer, the annual assessment shall commence on the date that such Dwelling Unit is conveyed by Developer to Owner.

b. The annual assessment shall be due and payable in advance by each Owner in monthly installments. The Residential Associations shall collect the assessments for the Association unless otherwise approved by the Board of Directors.

c. The annual assessment for the first assessment year shall be fixed by the Association prior to the sale of the first Dwelling Unit to an Owner. Except for the first assessment year, the Association shall fix the amount of the annual assessment at least thirty (30) days in advance of each assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the annual assessment upon thirty (30) days' written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the annual assessment shall be sent as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the annual and special assessments on a specified Dwelling Unit have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.7 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

a. All payments of the assessments shall be made to the respective Residential Associations on behalf of the Association at its principal place of business in Collin County, Texas, or at such other place as the Residential Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with the Developer, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the assessments shall be both a continuing affirmative covenant personal to the Owner (other than the Developer) and a continuing covenant running with the land. Each Owner, and each prospective Owner, is hereby placed on notice that such provision may operate to place upon him the responsibility for the payment of assessments attributable to a period prior to the date he purchased his Dwelling Unit.

b. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such assessment is not paid within fifteen (15) days after the date of delinquency, the assessment shall bear interest from the date of delinquency, until paid, at the maximum rate allowed bylaw and, in addition, a charge of Thirty-five Dollars (\$35.00) per month to cover costs of servicing said delinquent account shall be assessed. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, bring an action to foreclose the lien against the Dwelling Unit. There shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or equity including lien foreclosure against such Owner for the collection of such delinquent assessments. Under no circumstances, however, shall the Developer or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments.

c. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed Twenty-five Dollars (\$25.00), to cover the costs of preparing and filing or recording such release.

d. Upon written request by a First Mortgagee, the Association shall provide the Mortgagee with written notice of any default by the Owner-Mortgagor in the performance of such Owner's obligations hereunder, including payment of assessments, which is not cured within thirty (30) days after default; provided that any such requirement of notice shall not impair or affect any rights or remedies of the Association, including exercise of the same, provided for in this Declaration.

e. The assessment lien and the right to seek a foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.8 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the assessments provided for herein shall be subordinate to the lien of any duly recorded purchase money or first mortgage. Sale or transfer of any Dwelling Unit shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer, except for its pro-rata share resulting from a reallocation among all Owners. No sale or transfer shall relieve such Dwelling Unit from liability for any assessment thereafter becoming due, according to the terms herein provided.

4.9 INSURANCE REQUIREMENTS.

a. The Association through the Board of Directors, or its duly authorized agent, shall obtain the following types of insurance policies covering the Common Area and covering all damage or injury caused by the negligence of the Association or any of its agents:

(1) property insurance in an amount equal to the full replacement value of the common facilities owned by the Owners Association (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage and any such other risks as shall customarily be covered with respect to projects similar in construction, location and use;

(2) a comprehensive policy of public liability insurance covering all of the Common Area located in the Project insuring the Association, with such limits as it may consider acceptable (and not less than One Million Dollars [\$1,000,000] covering all claims for personal injury and/or property damage arising out of a single occurrence), such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(3) a policy of fidelity coverage to protect against dishonest acts on the part of officers, Directors, trustees and employees of the Association and all others who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall be of a kind and in an amount the Association deems necessary for the protection of the Owners.

b. Premiums for all such insurance authorized by Subparagraph 4.12a shall be a Common Expense payable from property assessments. In the event of damage or destruction by fire or other casualty to any property in the Common Area covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to their former condition. All such insurance proceeds shall be deposited in a bank or other financial institution in which the accounts are insured by a Federal government agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such

destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding to the condition formerly existing, the Board of Directors shall levy a special assessment against all Owners, as herein provided, to make up any deficiency.

c. Upon written request to the Association, First Mortgagees shall be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

d. Any decision to not maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis of one hundred percent (100%) of the insurable value shall require the approval of two-thirds (2/3) of the First Mortgagees (based upon one vote for each mortgage owned).

H. 1D added

## ARTICLE V

### MAINTENANCE

*initials* 5.1 OWNER RESPONSIBILITY. In the event the maintenance or repair of a Dwelling Unit or Common Elements within a Residential Development is not kept up by the Owner or Residential Association as required by the Residential Declaration, the Association is authorized to do so as provided in Paragraph 5.2 herein. Notwithstanding anything contained herein, Owner's liability for maintenance and repair is limited to that liability Owner would have under Texas law.

*initials* 5.2 AUTHORITY OF ASSOCIATION. In the event an Owner or Residential Association is responsible for certain exterior maintenance, as set forth in the Residential Declaration, and such Owner or Residential Association shall fail to maintain the premises and improvements in a manner satisfactory to the Board of Directors, and in the event an Owner or Residential Association fails to abide by the Rules and Regulations set out in the respective Condominium Declaration and By-Laws, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Residential Property and to repair, maintain and restore said property and improvements and to unilaterally enforce the said Rules and Regulations of the respective Condominium Declaration and By-Laws. The cost of such exterior maintenance shall be added to and become part of the

assessment to which such Dwelling Unit is subject. The Association shall also be responsible for all maintenance on and for the Common Area and for the private streets located within the Property which are part of the Condominium Projects.

5.3 ONE MANAGEMENT COMPANY. The Association shall be solely responsible for hiring one (1) management company to handle the maintenance of the Common Elements of each Condominium located within the property as defined herein. The books and records of each Condominium Association shall be separately maintained and there shall be no pooling of Association funds. The purpose of this provision is to avail each Association the benefit of the economics of scale of a larger Condominium project.

#### ARTICLE VI

##### GENERAL PROVISIONS

6.1 ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and Articles of Incorporation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.2 SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

6.3 AMENDMENT.

a. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Dwelling Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by Owners of not less than sixty-seven percent (67%) of the Dwelling Units in the Development and hereafter by an instrument signed by Owners of not

less than sixty-seven percent (67%) of the Dwelling Units in the Development. Any amendment must be properly recorded in the Deed Records of Collin County, Texas.

b. However, notwithstanding the above, any amendment hereto or to the By-Laws or to the Articles of Incorporation hereof (i) to change the method of determining the obligations, assessments, dues or other charges which may be levied against a Dwelling Unit Owner, or (ii) to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the exterior maintenance of the Dwelling Units or Common Area shall have the additional approval of sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each mortgage owned).

c. The Developer reserves the right during the Construction and Sale Period, without joinder or consent of any Owner or Mortgagee, to amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of any State or local governmental body, The Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, or Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Home Owner.

#### 6.4 MORTGAGEE RIGHTS.

a. Upon written request to the Owners Association any holder of a first mortgage lien will be entitled to: (i) inspect the books and records of the Association during normal business hours, (ii) receive annual financial statements audited and otherwise, within ninety (90) days following the end of the Association's fiscal year, (iii) receive notice of the Association's meetings and designate a representative to attend such meetings, (iv) receive notice of any default in the performance of its mortgagor of any obligation under this Declaration or the By-Laws which is not cured within thirty (30) days, and (v) receive notice of any proposed action requiring the consent of a specified percentage of Mortgagees.

b. The Association shall immediately reimburse First Mortgagees who may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against the Association; or who may pay overdue premiums on fidelity bond policies.

6.5 COMMON AREA ALIENATION. Except as to the Owners Association's right to grant easements for utilities and similar or related purposes, the Common Area and facilities may not be alienated, released, abandoned, partitioned, subdivided, transferred or otherwise encumbered without the approval of sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each mortgage owned) and in accordance with Article II, Paragraph 2.2b.

6.6 DRIVEWAY EASEMENT. Declarant hereby grants an ingress and egress easement right to the drives located on the property described herein on Exhibit "A", to all present and future Owners of the property described in Exhibit "C", and an ingress and egress easement right to the drives located on the property described in Exhibit "C" to all present and future Owners of the property described in Exhibit "A".

6.7 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused this instrument to be signed and delivered this 24<sup>th</sup> day of MARCH, A.D., 1984.

SANFORD HOMES, INC.

By: Charles Sanford  
 Charles Sanford, President  
 Steven D. Pjesky,  
 Executive Vice-President

ATTEST:

Kelli A. Sincere  
 Secretary

THE STATE OF TEXAS §

COUNTY OF Harris §

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Steven D. Pjesky, Executive Vice-President ~~Charles Sanders, President of Sanford~~  
Homes, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day  
of March, A.D., 1987.

  
Notary Public  
In and for the State of Texas

My Commission Expires: CAROLYN SUE MURCH  
Notary Public, State of Texas  
My Commission Expires 11/10/84

PRESTON VILLAGE EXHIBIT "A"

SITE DESCRIPTION

1852 659

WHEREAS, SANFORD HOMES, INC., A TEXAS CORPORATION is the owner of a tract of land situated in the A.B. Danks Survey, Abstract No. 283, and the J.V. Mounts Survey, Abstract No. 634, Collin County, Texas also being Block D/8730 and being a portion of the 29.784 acre tract of land conveyed to Sanford Homes, Inc., a Texas Corporation by the deed recorded in C-683 of the Deed Records of Collin County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the west R.O.W. of Windflower Way (varying width) and the north R.O.W. of Richwater Drive (varying width); said point a point of curvature of a curve to the left having a radius of 282.00 feet, an internal angle of  $3^{\circ}10'21''$ , and a chord bearing of N  $89^{\circ}48'58''$  W;

THENCE Northwesterly along said curve and along said north R.O.W. of Richwater Drive for a distance of 15.62 feet to the POINT OF BEGINNING;

THENCE S  $88^{\circ}35'52''$  W continuing along said north R.O.W. for a distance of 401.48 feet to a point;

THENCE N  $01^{\circ}24'08''$  W leaving said north R.O.W. for a distance of 113.50 feet to a point;

THENCE N  $88^{\circ}35'52''$  E for a distance of 425.61 feet to a point of curvature of a curve to the right having a radius of 106.67 feet, a central angle of  $22^{\circ}48'24''$  and a chord bearing of S  $79^{\circ}59'56''$  E;

THENCE Southeasterly along said curve for a distance of 42.46 feet to a point of reverse curvature of a curve to the left having a radius of 10.00 feet, a central angle of  $02^{\circ}37'07''$  and a chord bearing of S  $69^{\circ}54'18''$  E;

THENCE Southeasterly along said curve for a distance of 0.46 feet to a point; said point being in the said west line of Windflower Way;

THENCE S  $21^{\circ}39'00''$  W along said west R.O.W. for a distance of 29.74 feet to a point of curvature of a curve to the right having a radius of 90.00 feet, a central angle of  $13^{\circ}32'10''$  and a chord bearing of S  $28^{\circ}25'05''$  W;

THENCE Southwesterly along said curve for a distance of 21.26 feet to a point of reverse curvature of a curve to the left having a radius of 90.00 feet, a central angle of  $13^{\circ}32'10''$  and a chord bearing of S  $28^{\circ}25'05''$  W;

THENCE Southwesterly along said curve for a distance of 21.26 feet to a point;

THENCE S  $21^{\circ}39'00''$  W along said west R.O.W. for a distance of 34.83 feet to a point;

PRESTON VILLAGE EXHIBIT "A" 1852 660  
SITE DESCRIPTION

THENCE S 56°12'16" W for a distance of 16.47 feet to a point; said point being in the said north R.O.W. of Richwater Drive, said point also being the point of curvature of a non-tangent curve to the right having a radius of 282.00 feet, a central angle of 01°08'26" and whose center bears S 00°15'42" E;

THENCE Southwesterly along said curve for a distance of 5.61 feet to the POINT OF BEGINNING;

CONTAINING 50,220.00 square feet or 1.1529 acres of land.

COMMON AREA

EXHIBIT "A"

ROADWAY DESCRIPTION

1852 661

WHEREAS, SANFORD HOMES, INC., A TEXAS CORPORATION is the owner of a tract of land situated in the A.B. Danks Survey, Abstract No. 283, and the J.V. Mounts Survey, Abstract No. 634, Collin County, Texas also being Block D/8730 and being a portion of the 29.784 acre tract of land conveyed to Sanford Homes, Inc., a Texas Corporation by the deed recorded in C-683 of the Deed Records of Collin County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the west R.O.W. of Windflower Way (varying width) and the north R.O.W. of Richwater Drive (varying width);

THENCE N 21°39'00" E along the said west R.O.W. of Windflower Way for a distance of 44.83 feet to a point; said point a point of curvature of a curve to the right having a radius of 90.00 feet, a central angle of 13°32'10", and a chord bearing of N 28°25'05" E;

THENCE Northeasterly along said curve and along said west R.O.W. of Richwater Drive for a distance of 21.26 feet to a point of reverse curvature of a curve to the left having a radius of 90.00 feet, a central angle of 13°32'10", and a chord bearing of N 28°25'06" E;

THENCE Northeasterly along said curve and along said west R.O.W. of Richwater Drive for a distance of 21.26 feet to a point;

THENCE N 21°39'00" E along said west R.O.W. of Richwater Drive for a distance of 2.69 feet to the POINT OF BEGINNING; said point also being the point of curvature of a non-tangent curve to the left having a radius of 10.00 feet, a central angle of 5°27'03" and whose center bears S 26°25'06" W;

THENCE Northwesterly along said curve and leaving said west R.O.W. for a distance of 0.95 feet to a point of compound curvature of a curve to the left having a radius of 79.67 feet, a central angle of 22°22'07" and a chord bearing of N 80°13'04" W;

THENCE Northwesterly along said curve for a distance of 31.10 feet to a point;

THENCE S 88°35'52" W for a distance of 421.11 feet to a point;

THENCE N 01°24'08" W for a distance of 27.00 feet to a point;

THENCE N 88°35'52" E for a distance of 421.11 feet to a point of curvature of a curve to the right having a radius of 106.67 feet, a central angle of 22°48'24" and a chord bearing of S 79°59'56" E;

COMMON AREA  
ROADWAY DESCRIPTION

EXHIBIT "A"  
**1852 662**

THENCE Southeasterly along said curve for a distance of 42.46 feet to a point of reverse curvature of a curve to the left having a radius of 10.00 feet, a central angle of 02°37'07" and a chord bearing of S 69°54'18" E;

THENCE Southwesterly along said curve for a distance of 0.46 feet to a point;

THENCE S 21°39'00" W for a distance of 27.05 feet to the POINT OF BEGINNING;

CONTAINING 12,382.13 square feet or 0.2843 acres of land.

THE STATE OF TEXAS S  
S  
COUNTY OF COLLIN S

VOL 1843 PAGE 344

13802

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR ADDITION OF PROPERTY TO  
PRESTONWOOD WEST MASTER HOMEOWNERS ASSOCIATION, INC.

THIS SUPPLEMENTAL DECLARATION FOR ADDITION, is made as of the 20th day of January, 1984, by SANFORD HOMES, INC. ("Declarant"), PRESTONWOOD WEST DEVELOPMENT COMPANY NO. 1 ("Prestonwood"), and PRESTONWOOD WEST DEVELOPMENT COMPANY ("Company").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (the "Supplemental Property") situated in the City of Dallas, Collin County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, that certain Homeowner's Agreement (hereinafter sometimes referred to as the "Homeowner's Agreement") dated November 6, 1980, executed by Company and filed November 14, 1980, in Volume 1325, Page 250, Deed Records, Collin County, Texas, remains in full force and effect; and

WHEREAS, that certain initial Supplemental Declaration of Covenants, Conditions and Restrictions (hereinafter sometimes referred to as the "Initial Supplemental Declaration") dated November 26, 1980, executed by Company and filed December 2, 1980, in Volume 1330, Page 392, Deed Records, Collin County, Texas, also remains in full force and effect; and

WHEREAS, that certain Supplemental Declaration of Covenants, Conditions and Restrictions dated January 15, 1981, executed by Company, filed January 23, 1981, recorded in Volume 1346, Page 819, Deed Records, Collin County, Texas, also remains in full force and effect; and

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Prestonwood West executed by Prestonwood and Company, dated January 15, 1981, and recorded in Volume 1390, Page 56, Deed Records, Collin County, Texas, also remains in full force and effect (such instrument together with the instrument referred to in the prior clause are hereinafter sometimes referred to as the "Master Declaration"); and

WHEREAS, the Master Declaration shall apply to the Supplemental Property; and

WHEREAS, the Declarant, Prestonwood and Company desire to amend the Master Declaration in certain respects in accordance with the terms of the Master Declaration; and

WHEREAS, this instrument and the Supplemental Property covered hereby are not inconsistent with the concept and purposes of any of the foregoing documents as provided by Article II, Section 2(a) of the Master Declaration;

NOW, THEREFORE, the Declarant, Prestonwood and Company declare, agree and consent that the Master Declaration and Homeowner's Agreement are reaffirmed and remain in full force and effect except as the terms and provisions of the Homeowner's Agreement and/or the Master Declaration are inconsistent with the terms and provisions of this instrument; that in the event of any such inconsistency between the Master

Declaration and this instrument, this instrument shall control; that the execution and recordation of this instrument shall not affect, alter or render void any approval granted by the City of Dallas, Texas, or Prestonwood or Company to the Master Declaration or such Homeowner's Agreement, as applicable, as evidenced by their execution of any of such documents or otherwise; that the Declarant shall record this instrument in the office of the County Clerk of Collin County, Texas; and that the Master Declaration is hereby amended as follows:

The Supplemental Property shall, effective as of the date hereof, constitute a part of and be included within the Property covered by the Master Declaration for all purposes thereof except as follows:

- (a) No part of the Supplemental Property shall constitute Common Area under the Master Declaration.
- (b) The Supplemental Property shall also be included within a separate homeowners association(s) in addition to and/or independent of, Prestonwood West Master Homeowners Association, Inc.
- (c) The Owners of the Supplemental Property, or portions thereof, shall from time to time select one or more representatives to vote all the votes of their Lots permitted under the Master Declaration and to collect and pay to Prestonwood West Master Homeowners Association, Inc., any assessments payable by such Owners in accordance with the Master Declaration.

IN WITNESS WHEREOF, Prestonwood West Development Company No. 1, Sanford Homes, Inc. and Prestonwood West Development Company have caused this instrument to be executed as of the 20th day of January, 1984.

PRESTONWOOD WEST DEVELOPMENT  
COMPANY NO. 1

By: Metropolitan Savings & Loan  
Association

By: Thomas A. Medait  
Thomas A. Medait, Jr.  
Senior Vice President

By: San Antonio Savings  
Association

By: William A. Gilligan  
William A. Gilligan,  
Vice President

PRESTONWOOD WEST DEVELOPMENT  
COMPANY

By: Metropolitan Savings & Loan  
Association

By: Thomas A. Medait  
Thomas A. Medait, Jr.,  
Senior Vice President

SANFORD HOMES, INC.

By:

*Steven D. Pjesky*  
 Steven D. Pjesky,  
 Executive Vice President

THE STATE OF TEXAS §  
 COUNTY OF DALLAS §

This instrument was acknowledged before me on January 26, 1984 by Thomas A. Medart, Jr., Senior Vice President of Metropolitan Savings & Loan Association, on behalf of Prestonwood West Development Company No. 1, a Texas joint venture, on behalf of said joint venture.

*Gwen A. MacBride*  
 Notary Public - State of Texas

My Commission Expires:  
7-11-84

Gwen A. MacBride  
 Printed Name of Notary

THE STATE OF TEXAS §  
 COUNTY OF DALLAS §

This instrument was acknowledged before me on January 26, 1984 by Thomas A. Medart, Jr., Senior Vice President of Metropolitan Savings & Loan Association, on behalf of Prestonwood West Development Company, a Texas joint venture, on behalf of said joint venture.

*Gwen A. MacBride*  
 Notary Public - State of Texas

My Commission Expires:  
7-11-84

Gwen A. MacBride  
 Printed Name of Notary

THE STATE OF TEXAS §  
 COUNTY OF DALLAS §

This instrument was acknowledged before me on January 26, 1984 by William A. Gilligan, Vice President of San Antonio Savings Association, on behalf of Prestonwood West Development Company No. 1, a Texas joint venture, on behalf of said joint venture.

*Gwen A. MacBride*  
 Notary public - State of Texas

My Commission Expires:  
7-11-84

Gwen A. MacBride  
 Printed Name of Notary

STATE OF TEXAS      S  
COUNTY OF DALLAS    S

VOL 1843 PAGE 347

This instrument was acknowledged before me on January 26,  
1984 by Steven D. Pjesky, Executive Vice President of Sanford  
Homes, Inc., on behalf of said corporation.

Kelli Simone

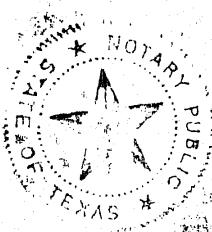
Notary Public - State of Texas

My Commission Expires:  
6-1-85

Kelli Simone

Printed Name of Notary

4214b



TRACT I

BEING a tract of land located in the A.B. DANKS SURVEY, Abstract No. 283, and the J.V. MOUNTS SURVEY, Abstract No. 634, Collin County, Texas, and being a portion of the 173.585 acre tract of land conveyed to Prestonwood West No. 1 Land Corporation by the Deed recorded in Volume 1124, Page 86, Deed Records of Collin County, Texas, all as more particularly described by metes and bounds as follows:

BEGINNING at an iron rod lying South 89 degrees 56 minutes 47 seconds West, 453.77 feet from the Northeast corner of said A.B. Danks Survey and the Northeast corner of said 173.585 acre tract; said Beginning Point also lying in the South right-of-way line of Frankford Road;

THENCE along the East right-of-way line of proposed Sun Meadow Drive as follows:

South 00 degrees 03 minutes 13 seconds East, 56.68 feet to an iron rod at the Beginning of a curve to the left;

Southerly, 155.22 feet along said curve to the left, having a radius of 972.00 feet, a central angle of 09 degrees 08 minutes 59 seconds and a chord of South 04 degrees 37 minutes 42 seconds East, 155.06 feet to an iron rod at the end of said curve;

South 09 degrees 12 minutes 12 seconds East, 156.82 feet to an iron rod at the Beginning of a curve to the right;

Southerly, 154.20 feet along said curve to the right having a radius of 1,028.00 feet, a central angle of 08 degrees 35 minutes 40 seconds and a chord of South 04 degrees 54 minutes 22 seconds East, 154.06 feet to an iron rod at the end of said curve;

South 00 degrees 36 minutes 32 seconds East, 571.49 feet to an iron rod at the Beginning of a curve to the right;

Southerly, 399.37 feet along said curve to the right, having a radius of 1,028.00 feet, a central angle of 22 degrees 15 minutes 33 seconds and a chord of South 10 degrees 31 minutes 13 seconds West, 396.87 feet to an iron rod at the End of said curve;

South 21 degrees 39 minutes 00 seconds West, 101.38 feet to an iron rod in the North right-of-way line of Richwater Drive;

THENCE along said North right-of-way the following courses and distances:

North 68 degrees 21 minutes 00 seconds West, 56.00 feet to an iron rod;

North 69 degrees 16 minutes 54 seconds West, 123.02 feet to an iron rod;

North 68 degrees 21 minutes 00 seconds West, 15.00 feet to an iron rod;

North 70 degrees 32 minutes 55 seconds West, 83.48 feet to an iron rod at the Beginning of a curve to the left;

Westerly, 100.09 feet along said curve to the left having a radius of 275.00 feet, a central angle of 20 degrees 51 minutes 13 seconds, and a long chord bearing North 80 degrees 58 mintues 32 seconds West, 99.54 feet to an iron rod at the End of said curve;

South 88 degrees 35 minutes 52 seconds West, 401.48 feet to an iron rod;

THENCE North 01 degrees 24 minutes 08 seconds West, 1,067.03 feet departing aforesaid North right-of-way line to an iron road;

THENCE South 89 degrees 56 minutes 47 seconds West, 410.00 feet to an iron rod on the East right-of-way line of Campbell Road;

THENCE North 00 degrees 03 minutes 13 seconds West, 404.59 feet along said East right-of-way line to a P.K. nail at the intersection of the existing South right-of-way line of Frankford Road;

THENCE North 89 degrees 56 minutes 47 seconds East, 1,248.90 feet along said South right-of-way line to the POINT OF BEGINNING.

TRACT II

BEING a tract of land located in the A.B. DANKS SURVEY, Abstract No. 283, and the J.V. MOUNTS SURVEY, Abstract No. 634, Collin County, Texas, and part of the City of Dallas, Blocks 8730 and 8731, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2' iron rod in the East right-of-way line of Campbell Road, said iron rod lying North 89 degrees 56 minutes 47 seconds East, 64.00 feet and South 00 degrees 03 minutes 13 seconds East, 360.01 feet from the Northeast corner of Lot 1, Block B/8731, Prestonwood West, Section I, Phase III, an Addition to the City of Dallas, Collin County, Texas, according to the Plat recorded in Cabinet C, Envelope 257 of the Plat Records of Collin County, Texas.

THENCE North 89 degrees 56 minutes 47 seconds East, 410.00 feet, departing said right-of-way line to a 1/2' iron rod;

THENCE South 01 degrees 24 minutes 08 seconds East, 152.58 feet to a 1/2' iron rod;

THENCE South 89 degrees 56 minutes 47 seconds West, 413.60 feet to a 1/2' iron rod in the East right-of-way line of aforesaid Campbell Road;

THENCE North 00 degrees 03 minutes 13 seconds West, 152.54 feet along said East right-of-way line to the PLACE OF BEGINNING.

SAVE AND EXCEPT ALL THAT CERTAIN TRACT OF LAND AS FOLLOWS:

Being a portion of a tract of land situated in the A. B. Danks Survey, Abstract No. 283, and the J. V. Mounts Survey, Abstract No. 634, Tract II A said portion also being known as Lot 1, Block D/8730 of Prestonwood West, an addition to the City of Dallas, Collin County, Texas, according to the map thereof recorded in Volume C-560 and Volume 1124, Page 86, Map Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the south R.O.W. of Frankford Road (100 foot R.O.W.) and the east R.O.W. of Campbell Road (64 foot R.O.W.);

THENCE South 00 degrees 03 minutes 13 seconds East for a distance of 343.95 feet along said east R.O.W. of Campbell Road to a set iron rod for point; said point being the POINT OF BEGINNING;

THENCE North 89 degrees 56 minutes 47 seconds East for a distance of 465.04 feet to a set iron rod for point;

THENCE South 17 degrees 00 minutes 55 seconds West for a distance of 175.25 feet to a set iron rod for point;

THENCE South 89 degrees 56 minutes 47 seconds West for a distance of 413.60 feet to a set iron rod for point;

THENCE North 00 degrees 03 minutes 13 seconds West for a distance of 167.52 feet to a set iron rod for point; said point being the POINT OF BEGINNING;

CONTAINING 1.6896 acres or 73,600.88 square feet of land. *DALLAS TITLE COMPANY*

*Return to:*

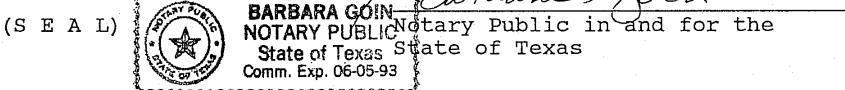
THE STATE OF TEXAS  
S  
COUNTY OF Dallas  
S

This instrument was acknowledged before me on the 15<sup>th</sup> day of April 1992, by Peter Fink, Director of Preston Village Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



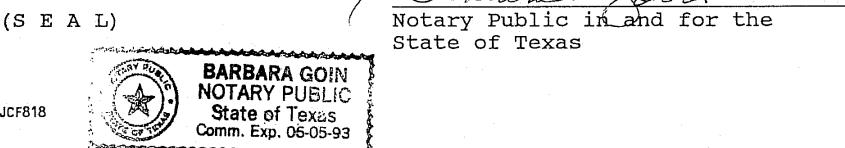
THE STATE OF TEXAS  
S  
COUNTY OF Dallas  
S

This instrument was acknowledged before me on the 15<sup>th</sup> day of April 1992, by Margaret E. Long, Director of Preston Village Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



THE STATE OF TEXAS  
S  
COUNTY OF Dallas  
S

This instrument was acknowledged before me on the 15<sup>th</sup> day of April 1992, by Victor Ladd, Director of Preston Village Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



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 time stamped herein by me; and was duly RECORDED,  
in the Official Public Records of Real Property of Collin County, Texas on

MAY 11, 1992

Helen Starnes  
COUNTY CLERK  
COLLIN COUNTY TEXAS

PLEASE RETURN TO:

JOHN C. FOX, ESQ.  
BAKER & MCKENZIE  
LOCK BOX 163  
2001 ROSS AVENUE  
4500 TRAMMELL CROW CENTER  
DALLAS, TEXAS 75201

1992/05/11 8:27  
92-0030751 RS 20.00

COLLIN COUNTY, TX

- (4) Condominium Declaration for Village on Preston VI Condominiums recorded in Volume 6, Page 35 of the Condominium Records of Collin County, Texas;
- (5) Condominium Declaration for Village on Preston VIII Condominiums recorded in Volume 7, Page 157 of the Condominium Records of Collin County, Texas and refiled in Volume 2378, Page 335 of the Real Property Records of Collin County, Texas; and
- (6) Condominium Declaration for Village on Preston IX Condominiums recorded in Volume 7, Page 343 of the Condominium Records of Collin County, Texas.

"1.14 Garden Home Projects. "Garden Home Projects" shall mean the condominium projects established pursuant to the following recorded declarations (the "Garden Home Declarations"):

- (1) Condominium Declaration for Preston Village II Condominiums recorded in Volume 4, Page 637 of the Condominium Records of Collin County, Texas;
- (2) Condominium Declaration for Village on Preston V Condominiums recorded in Volume 5, Page 563 of the Condominium Records of Collin County, Texas;
- (3) Condominium Declaration for Village on Preston VII Condominiums recorded in Volume 6, Page 118 of the Condominium Records of Collin County, Texas; and
- (4) Condominium Declaration for Village on Preston XI Condominiums recorded in Volume 7, Page 487 of the Condominium Records of Collin County, Texas."

2. Subparagraph 4.6b is hereby amended and restated to read as follows:

"b. The annual assessment shall be due and payable by each Owner to the Association in advance in monthly installments."

3. The first sentence in Subparagraph 4.7a of the Declaration is hereby amended and restated to read as follows:

"All payments of the assessments shall be made to the Association (or its managing agent) at its principal place of business in Collin County, Texas, or at such other place as the Association may direct or permit."

4. Subparagraph 4.7b of the Declaration is hereby amended and restated to read as follows:

"b. Any assessment provided for in this Declaration which is not paid when due

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PRESTON VILLAGE

92-0030751

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Preston Village ("Amendment") is executed to be effective as of January 1, 1992 in order to evidence certain amendments which have been made to the Declaration of Covenants, Conditions and Restrictions of Preston Village ("Declaration") which is filed in Volume 1852, Page 641 of the Real Property Records of Collin County, Texas. All capitalized and undefined terms used herein shall have the same meanings as provided for in the Declaration.

W I T N E S S E T H:

WHEREAS, of even date herewith, the Residential Associations have made certain amendments to the Residential Declarations which govern projects contained within the property covered by the Declaration; and

WHEREAS, such amendments have been effectuated for the purpose of transferring certain management rights, duties and responsibilities for such projects to the Preston Village Master Association, Inc. ("Association"); and

WHEREAS, in order to more fully accomplish such transfer of responsibilities, and in order to bring about certain other changes, the Owners have decided to amend the provisions of the Declaration; and

WHEREAS, Owners of 67% or more of the Dwelling Units contained within the development have submitted ballots voting in favor of the amendments hereinafter set forth.

NOW THEREFORE, premises considered, be it known that the Declaration is hereby amended as follows:

1. The Declaration is hereby amended to add the following as new Subparagraphs 1.13 and 1.14:

"1.13 Patio Home Projects. "Patio Home Projects" shall mean the condominium projects established pursuant to the following recorded declarations (the "Patio Home Declarations"):

- (1) Condominium Declaration for Preston Village I Condominiums recorded in Volume 4, Page 692 of the Condominium Records of Collin County, Texas;
- (2) Condominium Declaration for Preston Village III Condominiums recorded in Volume 5, Page 271 of the Condominium Records of Collin County, Texas and also recorded in Volume 1934, Page 430 of the Real Property Records of Collin County, Texas;
- (3) Condominium Declaration for Village on Preston IV Condominiums recorded in Volume 5, Page 617 of the Condominium Records of Collin County, Texas;

shall be delinquent. If any such assessment is not paid within fifteen (15) days after the date of delinquency, a late charge of \$25.00 per month shall be imposed to cover the costs of servicing said delinquent account. In addition, all assessments delinquent for more than fifteen (15) days shall bear interest from such date until paid at the maximum rate allowed by law. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the assessment; or, the Association may foreclose the lien against the Dwelling Unit. There shall be added to the amount of such assessment, all interest and late charges, the costs of preparing and filing the complaint in any action, and, in the event a judgment is obtained, such judgment shall include said interest and late charges, any reasonable attorneys fee, together with costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or equity, including judicial and non-judicial lien foreclosure against such Owner for the collection of such delinquent assessments. Each Owner, by accepting a deed to his or her Dwelling Unit, expressly grants to the Association a power of sale, as set forth in Section 51.002 of the Texas Property Code, in connection with the assessment lien. Notwithstanding anything to the contrary contained herein, the Association shall not be liable to any Owner or to any other person or entity for failure or inability to enforce, or attempt to enforce, any assessments."

5. Subparagraph 4.7c of the Declaration is hereby amended and restated to read as follows:

"c. In order to evidence the assessment lien provided for herein, the Association may, but shall not be required to, prepare written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Dwelling Unit, and a description of the Dwelling Unit. Such notice shall be signed by one of the Board of Directors of the Association and may be recorded in the Office of the County Clerk of Collin County, Texas. Such assessment lien shall attach from the date of the failure of payment of the assessment, and such lien may be enforced by foreclosure of the defaulting Owner's Dwelling Unit by the Association. Any such foreclosure sale may be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust as set forth in Section 51.002 of the Texas Property Code (as such statute may be from time to time amended or superseded) or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of

such foreclosure, the costs and expenses of filing the notice or claim of lien and all reasonable attorney's fees, the Owner shall also be required to pay to the Association, a reasonable rental for the Dwelling Unit during the period of foreclosure, that being the point and time after the foreclosure has been posted and the Association shall be entitled to a receiver to collect same. The Association shall have the power to bid at the foreclosure sale (a credit towards such bid being given to the Association in the aggregate amount of all assessments, interest, late charges and costs then due from the Owner, both under the provisions of this Declaration and under the terms of the Residential Declarations, as of the date of such foreclosure sale) and the Association shall have the right to acquire, hold, lease, mortgage and reconvey same. Upon the timely curing of any default for which a notice of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association (but not to exceed \$25.00) in order to cover the costs of preparing and filing or recording such release."

6. The following shall be added as new Paragraph 4.10 to the Declaration:

"4.10 Residential Association Assessments.  
In addition to the assessments hereinabove provided for, the Association shall be responsible for assessing and collecting the assessments provided for under the Residential Declarations. Determination and collection of such assessments shall be made in accordance with the provisions of the various Residential Declarations. For accounting purposes, the Association shall establish three separate accounts relating to the assessments collected by it pursuant to the provisions hereof, and pursuant to the provisions of the Residential Declarations. The accounts shall be designated as follows:

- a. Patio Home Account: This account shall contain all assessments relating to the Patio Home Projects which are collected by the Association pursuant to the provisions of the Patio Home Declarations. Funds contained within the Patio Home Account shall be used for the purpose of maintaining the Patio Home Projects and for other purposes as set forth in the Patio Home Declarations.
- b. Garden Home Account: This account shall contain all assessments relating to the Garden Home Projects which are

collected by the Association pursuant to the provisions of the Garden Home Declarations. Funds contained within the Garden Home Account shall be used for the purpose of maintaining the Garden Home Projects and other purposes as set forth in the Garden Home Declarations.

- c. Common Fund Account: This account shall contain all assessments collected from all Owners of Dwelling Units within the Association which are assessed pursuant to the provisions of Article IV of this Declaration. Funds contained within the Common Fund Account shall be used for the purposes set forth in Paragraph 4.2 of this Declaration."

Nothing contained herein shall prohibit the deposit of all funds from each of the three accounts into a single bank account so long as separate accounting and ledger balances are maintained for each of the three accounts."

7. Paragraphs 5.1 and 5.2 of the Declaration are hereby amended and restated to read as follows:

"5.1 Owner Responsibility. In the event the maintenance or repair of a Dwelling Unit or Common Elements within a Residential Association is not kept up by the Owner as required by the pertinent Residential Declaration, the Association is authorized to act as provided for in Paragraph 5.2 hereof.

"5.2 Authority of Association. The Association shall be responsible for all maintenance of the Common Area and for the private streets located within the Property which are part of the Condominium Projects. Furthermore, the Association shall be responsible for performing all maintenance with respect to the Common Elements of the Patio Home Projects and the Garden Home Projects pursuant to the provisions of the Patio Home Declarations and the Garden Home Declarations (and utilizing therefore the funds contained in the Patio Home Account and the Garden Home Account, respectively). The Association has also been granted the authority to enforce the provisions of the Patio Home Declarations and the Garden Home Declarations against all Dwelling Unit Owners residing within such projects."

8. Paragraph 5.3 of the Declaration is hereby amended in order to delete the last two sentences contained therein.

9. The provisions of this Amendment shall take precedence over any conflicting or inconsistent provisions contained in the Declaration or in the Articles or the Bylaws of the Association. Except as modified herein, all other provisions of the Declaration shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF, the undersigned Board of Directors of Preston Village Master Association, Inc. have executed this Amendment to be effective as of the date set forth above, and do hereby certify that such Amendment has been approved by 67% or more of the Owners of Dwelling Units in the Development as set forth in the Declaration, and the undersigned Board of Directors do hereby authorize the filing of this Amendment in the Deed Records of Collin County, Texas.

BOARD OF DIRECTORS OF PRESTON  
VILLAGE MASTER ASSOCIATION, INC.

*A. S. (Ted) Taylor*

A. S. (Ted) Taylor, Director

*Michael Crupi*

Michael Crupi, Director

*Peter Fink*

Peter Fink, Director

*Margaret E. Long*

Margaret E. Long, Director

*Victor Ladd*

Victor Ladd, Director

THE STATE OF TEXAS

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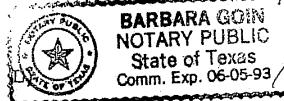
COUNTY OF Dallas

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This instrument was acknowledged before me on the 15<sup>th</sup> day of June 1992, by A. S. (Ted) Taylor, Director of Preston Village Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(S E A L)



Barbara Goin  
Notary Public in and for the  
State of Texas

THE STATE OF TEXAS

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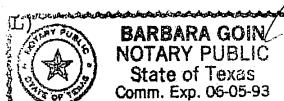
COUNTY OF Dallas

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This instrument was acknowledged before me on the 15<sup>th</sup> day of June 1992, by Michael Crupi, Director of Preston Village Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(S E A L)



Barbara Goin  
Notary Public in and for the  
State of Texas

Specialty Title, Inc.

SECOND AMENDMENT TO

VOL 2001 PAGE 74

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

PRESTON VILLAGE

VOL 1888 PAGE 260

THE STATE OF TEXAS §

~~54169~~

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN §

65634

THIS DECLARATION, made on the date hereinafter set forth by SANFORD HOMES, INC., a Texas Corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, the Declarant herein restricted Preston Village by a Declaration of Covenants, Conditions and Restrictions of Preston Village dated March 21, 1984, and recorded in Volume 1852, Page 641, of the Deed Records of Collin County, Texas; and

WHEREAS, Declarant executed that certain First Amendment and Declaration of Annexation for Preston Village, dated July 10, 1984, and recorded in Volume 1934, Page 421, of the Deed Records of Collin County, Texas; and

WHEREAS, Declarant has discovered there is a similar project with the same name in Dallas County, Texas; and

WHEREAS, Declarant is desirous of changing the name of Preston Village to Village on Preston; and

WHEREAS, in Paragraph 6.3(c) of the Declaration, the Developer reserved the right without the joinder of consent of any Owner or Mortgagee to amend the Declaration for the purpose of clarifying any ambiguities or omissions and for correcting errors or conflicts in the Declaration; and

WHEREAS, in the Declaration there is a conflict with the name of Preston Village and a similar project in Dallas County, Texas.

NOW THEREFORE, in consideration of the premises, Declarant hereby amends the Declaration to change the name of Preston Village to Village on Preston.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this the 20th day of August, A.D., 1984.

SANFORD HOMES, INC.

By: Steven D. Pjasky  
Executive Vice President

THIS INSTRUMENT IS BEING REFILED FOR THE PURPOSE OF CORRECTING OMISSION OF NOTARY SEAL AND TO CORRECT AN INCORRECTLY TYPED VOLUME NUMBER TO THE FIRST AMENDMENT AND DECLARATION OF ANNEXATION FOR PRESTON VILLAGE AND IN NO WISE AFFECTS THE VALIDITY OF SAID INSTRUMENT.

THE STATE OF TEXAS §  
COUNTY OF COLLIN §

2001 75  
VOL 1888-251

BEFORE ME, the undersigned authority, on this day personally appeared Steven D. Pjesky, Executive Vice President of Sanford Homes, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20<sup>th</sup> day of August, A.D., 1984.



NOT PROBABLY  
NOTARIZED

Kelli Sincere  
Notary Public in and for  
The State of Texas  
My Commission Expires: 6/85

2856 649  
EXHIBIT "A"

LEGAL DESCRIPTION

WHEREAS, SANFORD HOMES, INC., A TEXAS CORPORATION is the owner of a tract of land situated in the A. B. Banks Survey, Abstract No. 283, and the J. Y. Mounts Survey, Abstract No. 634, Collin County, Texas, also being Lot 1, Block D/8730 and Lot 1, Block K/8730 as recorded in Volume C, Page 683 of the deed records of Collin County, Texas, being more particularly described as follows:

COMMENCING at the intersection of the south R.O.W. of Frankford Road (100 foot R.O.W.) and the east R.O.W. (64 foot R.O.W.) of Campbell Road;

THENCE N 89°54'03" E for a distance of 10.00 feet to a point; said point being on the said south R.O.W. of Frankford Road; said point also being the POINT OF BEGINNING:

THENCE N 89°54'03" E for a distance of 1172.90 feet; said point being on the said south R.O.W. of Frankford Road;

THENCE S 45°04'35" E for a distance of 14.14 feet to a point; said point being on the west R.O.W. of Sunmeadow Drive (56' R.O.W.);

THENCE S 00°03'13" E for a distance of 1.97 feet to a point; said point being on the said west R.O.W. of Sunmeadow Drive; said Point also being in a curve to the left, having a radius of 1028.00 feet, a tangent of 82.26 feet and an internal angle of 09°08'59";

THENCE along said curve to the left for an arc distance of 164.16 feet to a point; said point being on said west R.O.W. of Sunmeadow Drive;

THENCE S 09°12'12" E for a distance of 155.82 feet to a point; said point being on said west R.O.W. of Sunmeadow Drive; said point also being in a curve to the right, having a radius of 972.00 feet, a tangent of 73.04 feet, and an internal angle of 08°35'40";

THENCE along said curve to the right for an arc distance of 145.80 feet to a point; said point being on said west R.O.W. of Sunmeadow Drive;

THENCE S 00°36'32" E for a distance of 571.49 feet to a point; said point being on said west R.O.W. of Sunmeadow Drive; said point also being in a curve to the right, having a radius of 972.00 feet, a tangent of 191.22 feet, and an internal angle of 22°15'33";

THENCE along said curve to the right for an arc distance of 377.62 feet to a point; said point being on said west R.O.W. of Sunmeadow Drive;

THENCE S 21°39'00" W for a distance of 89.38 feet to a point; said point being on said west R.O.W. of Sunmeadow Drive;

THENCE S 66°39'00" W for a distance of 14.14 feet to a point; said point being on the north R.O.W. (variable width) of Richwater Drive;

THENCE N 68°21'00" W for a distance of 200.87 feet to a point; said point being on the said north R.O.W. of Richwater Drive; said point also being in a curve to the left, having a radius of 282.00 feet, a tangent of 54.59 feet and an internal angle of 21°54'42";

JUN 14 1968

FBI - DALLAS  
FEDERAL BUREAU OF INVESTIGATION

1968 JUN 14 AM 10:21

AIRPORT POLICE DEPARTMENT  
COLLIN COUNTY, TEXAS

W.G.B. JAMES *and me dm* DEPUTY

RE: AIRPORT POLICE DEPARTMENT  
COLLIN COUNTY, TEXAS

RE: AIRPORT POLICE DEPARTMENT  
COLLIN COUNTY, TEXAS

Special 100

2856 647

31028

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
VILLAGE ON PRESTON**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGE ON PRESTON (the "Amendment") is made and incorporated into and shall be deemed to amend and supplement that one certain Declaration of Covenants, Conditions and Restrictions for Village on Preston ("Declaration") dated March 21, 1984, recorded in Volume 1852, Page 641, of the Deed Records of Collin County, Texas.

**R E C I T A L S :**

WHEREAS, SANFORD HOMES, INC., a Texas corporation (hereinafter referred to as "Declarant"), as the owner of certain property situated in Collin County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), entered into the Declaration; and

WHEREAS, SANFORD HOMES, INC. has been succeeded by SANFORD GROUP, INC., a Colorado corporation, by merger on December 29, 1986; and

WHEREAS, the Declarant did submit the Property to certain covenants, conditions, easements, restrictions, uses, limitations and obligations, all as set forth in the Declaration; and

WHEREAS, Declarant desires to amend the Declaration in accordance with Paragraph 6.3 of the Declaration for the purpose of correcting errors and omissions relative to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby amends the Declaration as follows:

1. Paragraph 1.11 of the Declaration is hereby amended to read, in its entirety, as follows:

**"1.11 Residential Associations.** "Residential Associations" shall mean any Texas Non-Profit Corporation, its successors and assigns, incorporated to govern a Condominium or individual residential development located within the Property pursuant to the terms of a Residential Declaration."

2. Paragraph 1.12 of the Declaration is hereby amended to read, in its entirety, as follows:

**"1.12 Residential Declaration.** "Residential Declaration" shall mean the Declaration of Condominium or the Declaration of Covenants and Restrictions for the individual residential developments within the Property."

3. Paragraph 5.2 of the Declaration is hereby amended to read, in its entirety, as follows:

**"5.2 Authority of Association.** In the event an Owner or Residential Association is responsible for certain exterior maintenance, as set forth in the Residential Declaration, and such Owner or Residential Association shall fail to maintain the premises and improvements in a manner satisfactory to the Board of Directors, and in the event an Owner or Residential Association fails to abide by the Rules and Regulations set out in the respective Residential Declaration, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Residential Property and to repair, maintain and restore said property and improvements and to unilaterally enforce the said Rules and Regulations of the respective Residential Declaration. The cost of

2856 648

such exterior maintenance shall be added to and become part of the assessment to which such Dwelling Unit is subject. The Association shall also be responsible for all maintenance on and for the Common Areas and for the private streets located within the Property."

Survey, Annex 4. Paragraph 5.3 of the Declaration is hereby amended to read, in its entirety, as follows:

5.3 "One Management Company. The Association shall be solely responsible for hiring one (1) management company to handle the maintenance of the Common Elements of each individual residential development located within the Property as defined herein. The books and records of each Residential Association shall be separately maintained and there shall be no pooling of Association funds. The purpose of this provisions is to avail each Association the benefit of the economics of scale of a larger residential development project."

5. Except as expressly amended hereby, all the terms, conditions and provisions of the Declaration are hereby ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment this 26 day of January 1988, to be effective as of January 27, 1988.

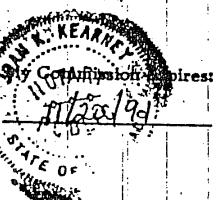
SANFORD GROUP, INC.,  
a Colorado corporation

By: Charles H. Sanford  
Charles H. Sanford, President

THE STATE OF Colorado  
COUNTY OF Franklin

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CHARLES H. SANFORD, President of SANFORD GROUP, INC., a Colorado corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of January, 1988.



2856 650

THENCE along said curve to the left for an arc distance of 107.85 feet to a point; said point being on said north R.O.W. of Richwater Drive;

THENCE N56°12'16" E for a distance of 16.47 feet to a point on the west R.O.W. of Windflower Way (varying width);

THENCE N 21°39'00" E for a distance of 34.83 feet along the said west R.O.W. of Windflower Way to a point; said point a point of curvature of a curve to the right having a radius of 90.00 feet, a tangent of 10.68 feet and an internal angle of 13°32'10";

THENCE continuing along said curve to the right and along said west R.O.W. for a distance of 21.26 feet to a point; said point a point of reverse curvature of a curve to the left having a radius of 90.00 feet, a tangent of 10.68 feet, and an internal angle of 13°32'10";

THENCE continuing along said curve to the left and along said west R.O.W. of Windflower Way for a distance of 21.26 feet to a point;

THENCE N 21°39'00" E along said west R.O.W. of Windflower Way for a distance of 29.74 feet to a point; said point a point of curvature of a nontangent curve to the right having, a radius of 10.00 feet, a tangent of 0.23, and an internal angle of 02°37'07";

THENCE continuing along said curve for a distance of 0.46 feet to a point of reverse curvature of a curve to the left having a radius of 106.67 feet, a tangent of 21.52 feet, and an internal angle of 22°48'24";

THENCE continuing along said curve to the right for a distance of 42.46 feet to a point;

THENCE S 88°35'52" W for a distance of 425.61 feet to a point;

THENCE N 01°24'08" W for a distance of 793.95 feet to a point;

THENCE N 17°00'55" E for a distance of 175.25 feet to a point;

THENCE S 89°56'47" W for a distance of 465.04 feet to a point; said point being on said east R.O.W. of Campbell Road;

THENCE N 00°03'13" W for a distance of 333.95 feet to a point; said point being on the said east R.O.W. of Campbell Road;

THENCE N 44°55'25" E for a distance of 14.15 feet to a point; said point being the POINT OF BEGINNING:

CONTAINING 1,247,164.73 square feet or 28,6310 acres of land.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE,  
RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNEN-  
FORCEABLE UNDER FEDERAL LAW.

(2)

*Retaix S.*  
DALLAS TITLE COMPANY  
6009 Bellline Rd., Suite 212  
Dallas, Texas 75240

(179D)

DECLARATION OF ANNEXATION

VOL 1852 PAGE 667

FOR

PRESTON VILLAGE

PHASE II

**16873**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN §

THIS DECLARATION, made on the date hereinafter set forth by SANFORD HOMES,  
INC., a Texas Corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the Owner of certain property in the County of Collin, State of Texas, which is more particularly described on Exhibit "A" attached hereto; and

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions dated March 21, 1984 , the Declarant herein restricted PRESTON VILLAGE, as shown by the Map or Plat thereof recorded in County Clerk's File 16873, of the Deed Records of Collin County, Texas; and

WHEREAS, the above referenced Declaration of Covenants, Conditions and Restrictions provide in Article X, Section 10.10, that the Declarant therein may annex additional residential property to the "Property", as therein defined; and

WHEREAS, the Declarant is desirous of annexing the above described property, shown on the Plat attached hereto as Exhibit "B", to be covered by the above referenced Declaration of Covenants, Conditions and Restrictions;

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the above referenced Declaration of Covenants, Conditions and Restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the above described properties or any part thereof, their heirs, successors and assigns, and inure to the benefit of each Owner thereof.

The property described above shall become a part of the "Property" as defined in the above referenced Declaration and from and after the date hereof, shall be a part of the "Property" as if it had been part of the "Property" as originally described in the Declaration, except that the maintenance charge provided for in the Restrictions, shall not begin to run as to Lots in the property described above, until the date the first (1st) Lot therein is conveyed to an Owner, as defined in the Restrictions, for his use as a residence.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this the 21st day of MARCH, A.D., 1984.

SANFORD HOMES, INC.  
(A Texas Corporation)

By:

*Steven D. Pjesky*  
Steven D. Pjesky, Executive Vice-President  
Charles - Sanford, President

ATTEST:

*Kelli S. Simone*  
Secretary

STATE OF TEXAS      \$  
COUNTY OF COLLIN    \$

BEFORE ME, the undersigned authority, on this day personally appeared Steven D. Pjesky, Executive Vice-President  
Charles - Sanford, President of Sanford Homes, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21 day

, A.D., 1984.

*Carolyn Sue Murski*  
Notary Public in and for  
The State of Texas              CAROLYN SUE MURSKI  
My Commission Expires: Notary Public, State of Texas  
My Commission Expires 11/10/84

WHEREAS, SANFORD HOMES, INC., A TEXAS CORPORATION, is the owner of a tract of land situated in the A. B. Danks Survey, Abstract No. 283, and the J. V. Mounts Survey, Abstract No. 634, Collin County, Texas, also being Block D/8730 and being a portion of the 29.784 acre tract of land conveyed to Sanford Homes, Inc., a Texas Corporation, by the deed recorded in C-683 of the Deed Records of Collin County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the west R.O.W. of Sunmeadow Drive (56 foot R.O.W.) and the north R.O.W. of Richwater Drive (variable width);

THENCE N 21°39'00" E, along said west R.O.W. of Sunmeadow Drive for a distance of 99.38 feet to a point, said point being the point of curvature of a curve to the left, having a radius of 972.00 feet, a central angle of 13°05'19" and a chord bearing of N 15°06'21" E;

THENCE Northeasterly along said curve for a distance of 222.04 feet to a point, said point being the POINT OF BEGINNING;

THENCE N 68°21'00" W leaving said west R.O.W. of Sunmeadow Drive for a distance of 122.00 feet to a point;

THENCE N 21°39'00" E for a distance of 98.93 feet to a point;

THENCE N 68°21'00" W for a distance of 20.14 feet to a point;

THENCE N 00°36'32" W for a distance of 13.01 feet to a point;

THENCE S 89°23'28" W for a distance of 41.00 feet to a point;

THENCE N 00°36'32" W for a distance of 44.00 feet to a point, said point being the point of curvature of a curve to the left, having a radius of 2.00 feet, a central angle of 90°00'00" and a chord bearing of N 45°36'32" W;

THENCE Northwesterly along said curve for a distance of 3.14 feet to a point;

THENCE S 89°23'28" W for a distance of 102.97 feet to a point, said point being the point of curvature of a curve to the left, having a radius of 15.00 feet, a central angle of 32°11'13" and a chord bearing of S 73°17'52" W;

THENCE Southwesterly along said curve for a distance of 8.43 feet to a point, said point being in the east R.O.W. of said Windflower Way, said point also being the point of curvature of a non-tangent curve to the left, having a radius of 278.00 feet, a central angle of 22°16'19", a chord bearing of N 23°51'04" W and whose center bears S 77°17'05" W;

THENCE Northwesterly along said curve for a distance of 108.06 feet to a point;

THENCE N 55°00'49" E, leaving said east R.O.W. of Windflower Way for a distance of 59.57 feet to a point;

THENCE N 00°36'32" W for a distance of 80.00 feet to a point;

THENCE N 89°23'28" E for a distance of 90.17 feet to a point;

LAW1611 "A"  
SITE DESCRIPTION

THENCE S 00°36'32" E for a distance of 9.83 feet to a point;

1852 670

THENCE N 89°23'28" E for a distance of 163.50 feet to a point;

THENCE S 00°36'32" E for a distance of 249.67 feet to a point, said point being the point of curvature of a curve to the right, having a radius of 972.00 feet, a central angle of 09°10'14" and a chord bearing of S 03°58'35" W;

THENCE along said curve for a distance of 155.58 feet to the POINT OF BEGINNING;

CONTAINING 76,081.23 square feet or 1.7466 acres of land.

(2)

WHEREAS, SANFORD HOMES, INC., A TEXAS CORPORATION, is the owner of a tract of land situated in the A. B. Danks Survey, Abstract No. 283, and the J. V. Mounts Survey, Abstract No. 634, Collin County, Texas, also being Block D/8730 and being a portion of the 29.784 acre tract of land conveyed to Sanford Homes, Inc., a Texas Corporation, by the deed recorded in C-683 of the Deed Records of Collin County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the east R.O.W. of Windflower Way (variable width) and the north R.O.W. of Richwater Drive (variable width);

THENCE N 21°39'00" E along said east R.O.W. of Windflower Way for a distance of 43.96 feet to a point, said point being the point of curvature of a curve to the left, having a radius of 90.00 feet, a central angle of 13°32'10" and a chord bearing of N 14°52'55" E;

THENCE Northeasterly along said curve for a distance of 21.26 feet to a point, said point being the point of reverse curvature of a curve to the right, having a radius of 90.00 feet, a central angle of 13°32'10" and a chord bearing of N 14°52'55" E;

THENCE Northeasterly along said curve for a distance of 21.26 feet to a point;

THENCE N 21°39'00" E for a distance of 33.08 feet to a point, said point being the point of curvature of a curve to the left, having a radius of 528.00 feet, a central angle of 23°03'08" and a chord bearing of N 10°07'26" E;

THENCE Northeasterly along said curve for a distance of 212.43 feet to a point;

THENCE N 01°24'08" W for a distance of 43.60 feet to a point, said point being the point of curvature of a curve to the left, having a radius of 278.00 feet, a central angle of 11°18'47" and a chord bearing of N 07°03'33" W;

THENCE Northwesterly along said curve for a distance of 54.89 feet to a point, said point being the POINT OF BEGINNING;

THENCE continuing along the same curve and along the said east R.O.W. of Windflower Way, having a radius of 278.00 feet, a central angle of 05°49'46" and a chord bearing of N 15°37'48" W;

THENCE Northwesterly along said curve for a distance of 28.29 feet to a point;

THENCE N 89°23'28" E leaving said east R.O.W. of Windflower Way for a distance of 110.28 feet to a point, said point being the point of curvature of a curve to the left, having a radius of 10.00 feet, a central angle of 90°00'00" and a chord bearing of N 44°23'28" E;

THENCE Northeasterly along said curve for a distance of 15.71 feet to a point;

THENCE N 00°36'32" W for a distance of 165.17 feet to a point;

(1)

THENCE N 89°23'28" E for a distance of 25.00 feet to a point;

THENCE S 00°36'32" E for a distance of 246.17 feet to a point;

THENCE S 89°23'28" W for a distance of 25.00 feet to a point;

THENCE N 00°36'32" W for a distance of 44.00 feet to a point, said point being the point of curvature of a curve to the left, having a radius of 2.00 feet, a central angle of 90°00'00" and a chord bearing of N 45°36'32" W;

THENCE Northwesterly along said curve for a distance of 3.14 feet to a point;

THENCE S 89°23'28" W for a distance of 102.97 feet to a point, said point being the point of curvature of a curve to the left, having a radius of 15.00 feet, a central angle of 32°11'13" and a chord bearing of S 73°17'52" W;

THENCE Southwesterly along said curve for a distance of 8.43 feet to the POINT OF BEGINNING;

CONTAINING 9,099.66 square feet or 0.2089 acres of land.

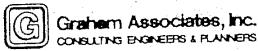
(2)

EXHIBIT "B"

PRESTON VILLAGE II ASSOCIATION

SITE DESCRIPTION 76,081.23 S.F. or

1.7466 Ac.



VOL 1852 PAGE 673

SCALE: 1" = 40'

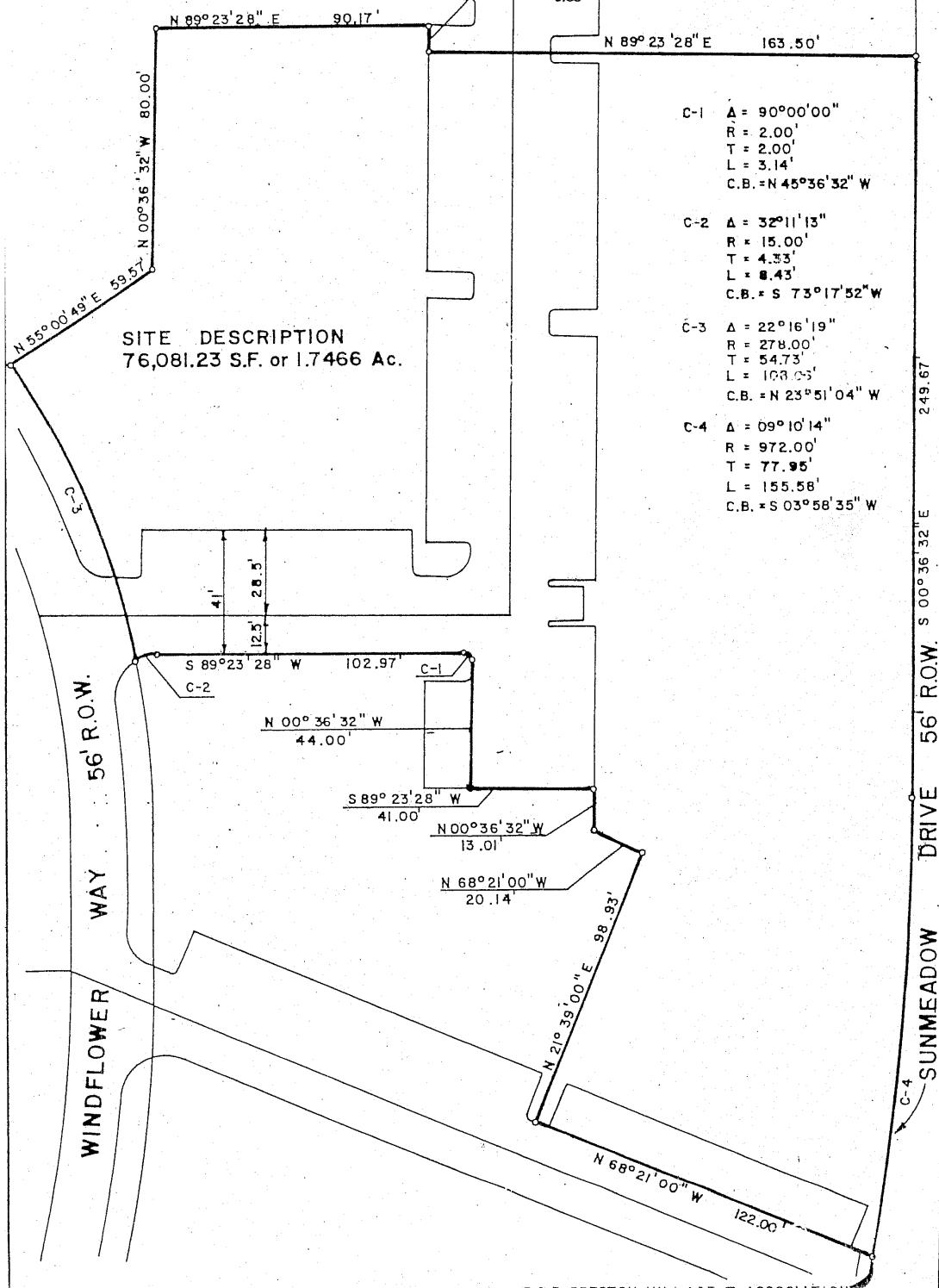


EXHIBIT "B"

PRESTON VILLAGE II ASSOCIATION  
ROADWAY DESCRIPTION 9,099.66 S.F.  
or 0.2089 Ac.



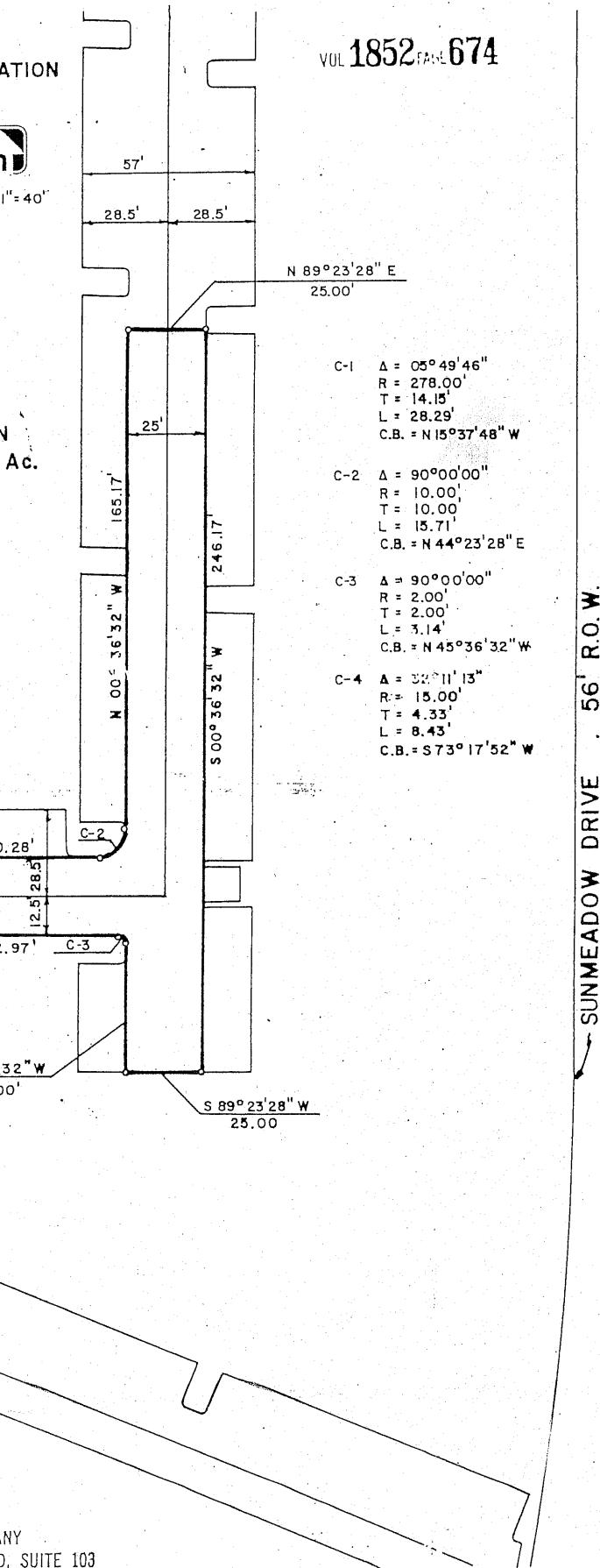
Graham Associates, Inc.  
CONSULTING ENGINEERS & PLANNERS



SCALE: 1" = 40'

ROADWAY DESCRIPTION  
9,099.66 S.F. or 0.2089 Ac.

VOL 1852 PAGE 674



31  
**DECLARATION OF ANNEXATION  
FOR VILLAGE ON PRESTON PHASE X**

STATE OF TEXAS

\$

COUNTY OF COLLIN

\$

KNOW ALL MEN BY THESE PRESENTS:

\$

THIS DECLARATION, made on the date hereinafter set forth by VILLAGE ON PRESTON PHASE X ADDITION HOMEOWNERS ASSOCIATION, INC. ("Association"), a Texas non-profit corporation, hereinafter referred to as "Declarant."

**WITNESSETH:**

WHEREAS, Anita W. Nitsche ("Nitsche") is the owner of certain property in the County of Collin, State of Texas, which is more particularly described in Exhibit "A" ("Lot") attached hereto; and

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions for Village on Preston Phase X Addition (the "Declaration") dated August 11, 1988, as amended, and being duly recorded in Volume 2901, Page 89 *et. seq.* of the Deed Records of Collin County, Texas, Sanford Homes, Inc. restricted Village on Preston Phase X, as shown by the Map or Plat thereof duly recorded in the Deed Records of Collin County, Texas; and

WHEREAS, the Declaration provides that the Declarant therein may annex additional residential property and the residential association comprised of the owners of such additional residential property as to the "Property", as therein defined, and to the Declaration; and

WHEREAS, the Declarant has received written consent and approval of 67% of the outstanding votes of the members of the Association as required by the Declaration; and

WHEREAS, Nitsche and Declarant are desirous of annexing the above-described property, shown on the Plat attached hereto as Exhibit "B", and the residential association comprised of the owners of such property, to be covered by the Declaration; and

NOW, THEREFORE, Declarant hereby declares that all of the Lot described above shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. The easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the above-described property or any part thereof, their heirs, successors and assigns, and inure to the benefit of each Owner thereof.

The Property described above shall become a part of the "Property" as defined in the Declaration and from and after the date hereof, shall be a part of the "Property" as if it had been a part of the "Property" as originally described in the Declaration, except that the maintenance charge provided for in the Declaration shall not begin to run as to Lot until the date the lot is conveyed from Declarant to a subsequent owner.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this 12th day of February, 1997.

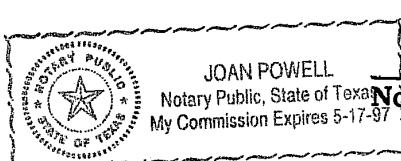
VILLAGE ON PRESTON PHASE  
X ADDITION HOMEOWNERS  
ASSOCIATION, INC., a Texas non-profit  
corporation

By: J. M. Burns  
Name: J. M. Burns  
Secretary President

STATE OF TEXAS §  
§  
COUNTY OF Collins §

BEFORE ME, the undersigned authority, on this day personally appeared J. M. Burns, Secretary of VILLAGE ON PRESTON PHASE X ADDITION HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of Feb., 1997.



Joan Powell

EXHIBIT "A"

LOT 1C-R2, BLOCK K/8730, of PRESTON VILLAGE ADDITION PHASE I, an Addition to the City of Dallas, Collin County, Texas, according to the Plat thereof recorded in Volume J, Page 561, of the Map Records of Collin County, Texas.

EXHIBIT "B"

MAPS

FILE DATE: 1-16-97

FILE NUMBER: 97-0003958

NAME OF ADDITION:

*Preston Village Addition Phase 1*

TOWN:

*Dallas, Collin County*

VOL:

*J* PAGE: 561

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

JAN 16 1997

*Helen Starnes*  
COUNTY CLERK, COLLIN COUNTY, TEXAS



Filed for Record in:  
COLLIN COUNTY, TX  
HONORABLE HELEN STARNES

On 1997/01/16

At 12:37P

Number: 97- 0003958  
Type : PL 16.00

*J*

*J*

## MAP AND DEDICATION

COUNTY: Collin

ADDN NAME: Preston Village addn

VOL: 97 PAGE: 561 ABBR: -

DOCUMENT #: 3958 FILE DATE: 1-16-97

DEDICATOR(S): Preston Village Master Assn. Inc.

OLD PROPERTY DESCRIPTION:

A.B. Danks # 283

NEW PROPERTY DESCRIPTION:

1C - R2

TOTAL ACREAGE: 0.177

DATE: 1-3-97

QUALITY CHECKED:

INITIALS: JL

DATE:

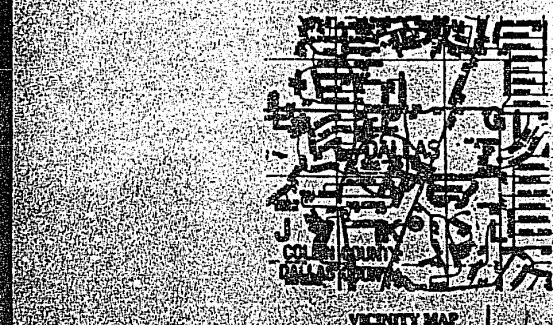
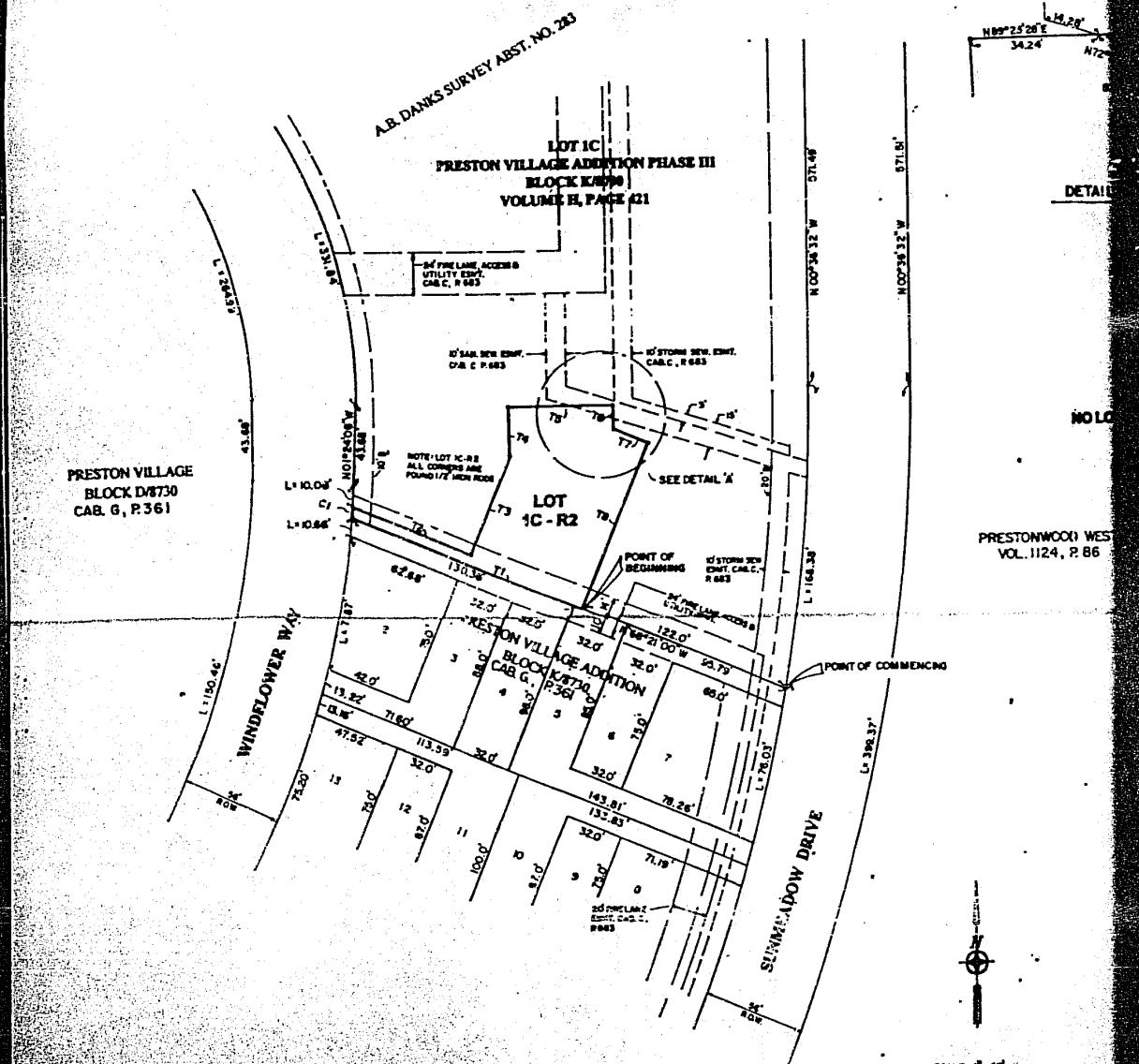
KEY CHANGES MADE (Y/N)

INITIALS:

TAN. NO. 10 TANGENT  
 T1 N 0872100° W 136.47'  
 T2 S 6872100° E 72.64'  
 T3 N 215365° E 54.39'  
 T4 N 007363° W 27.00'  
 T5 N 097223° E 57.00'  
 T6 S 067363° E 13.01'  
 T7 S 6872100° E 20.14'  
 T8 S 215365° W 98.93'

CURVE DELTA R. T. L. "LC."  
 C1. 01°10'02" 518.07 5.3E 10.76' N 070°24'3"E 10.76'

COUNTY CLERK'S MEMO  
 PORTIONS OF THIS  
 DOCUMENT NOT  
 REPRODUCIBLE  
 WHEN RECORDED



*Helen Garner*

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

J. 561  
 File  
 Collin  
 Homo  
 O  
 Hub  
 Type

TANGENT TABLE	
TAN. NO.	TANGENT
T1	N 68°21'00" W 136.47'
T2	S 68°21'00" E 72.84'
T3	N 21°38'38" E 54.39'
T4	N 00°36'32" W 27.00'
T5	N 00°23'38" E 57.00'
T6	S 00°36'32" E 13.01'
T7	S 68°21'00" E 20.14'
T8	S 21°37'03" W 96.93'

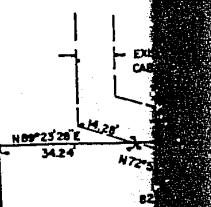
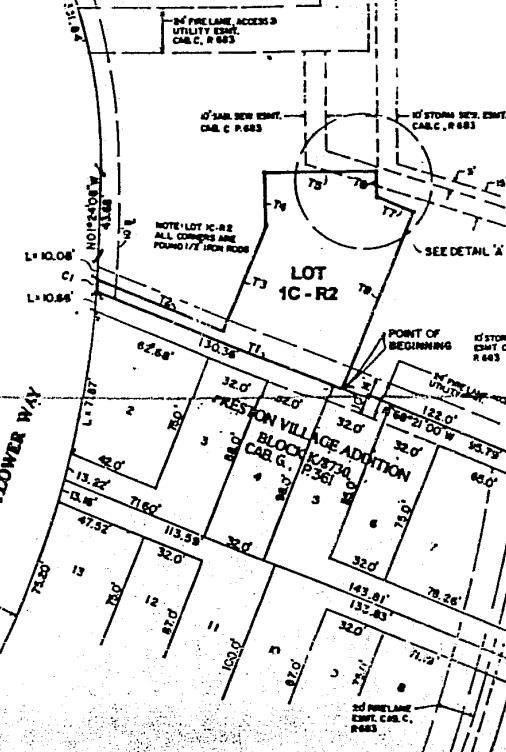
CURVE TABLE  
CURVE DELTA R T L 'LC.  
C1 01°10'02" S28.00' 5.38' 10.78' N 00°02'45" E 10.78'

COUNTY CLERK'S MEMO  
PORTIONS OF THIS  
DOCUMENT NOT  
REPRODUCIBLE  
WHEN RECORDED

PRESTON VILLAGE  
BLOCK D/8730  
CAB. G, P.361

A.B. DANKS SURVEY ABST. NO. 203

LOT 1C  
PRESTON VILLAGE ADDITION PHASE III  
BLOCK KABG  
VOLUME H, PAGE 421



DETAIL

NO LOT

PRESTONWOOD WEST  
VOL. 1124, P. 86



Helen Stamer



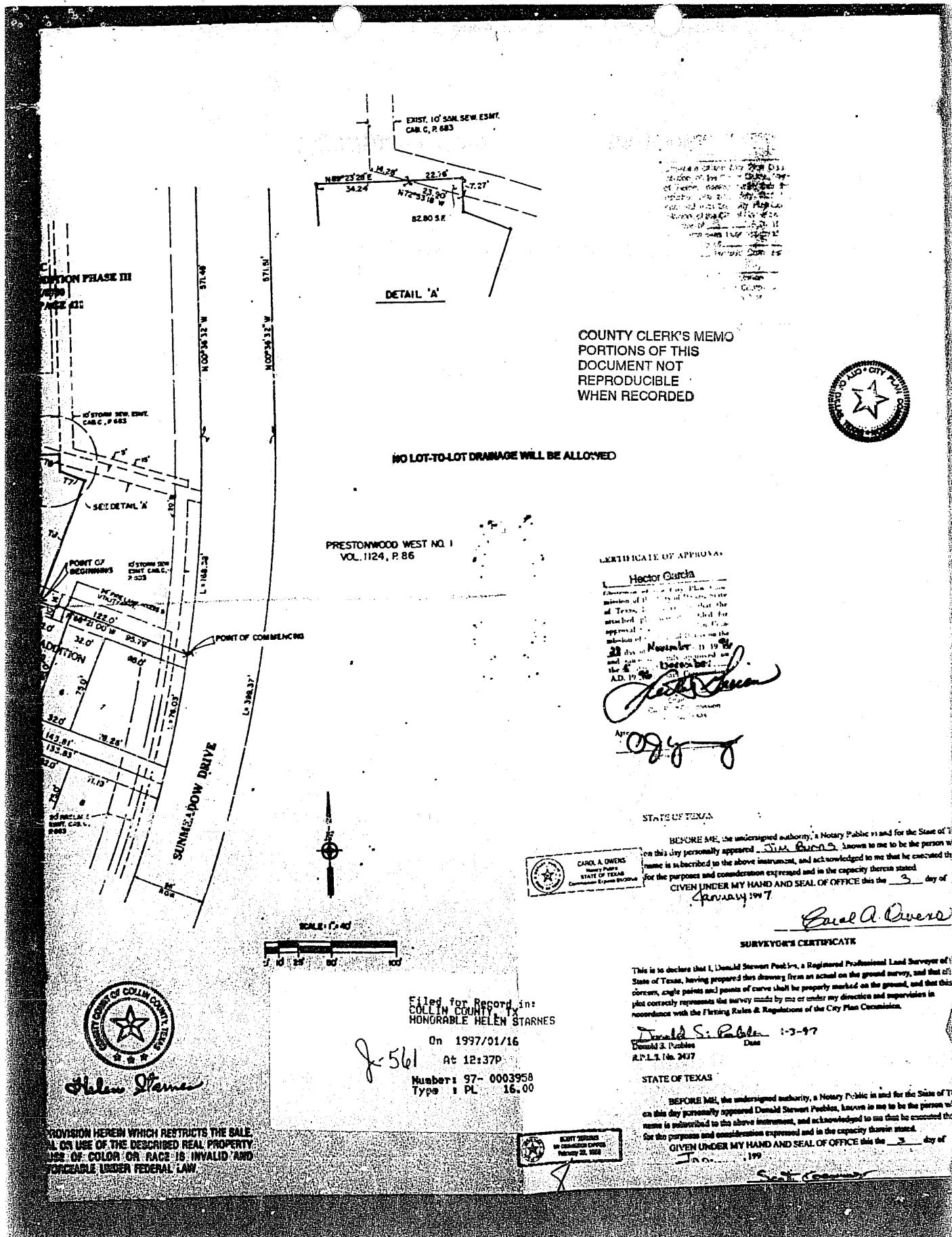
File  
Coll.  
Hon.

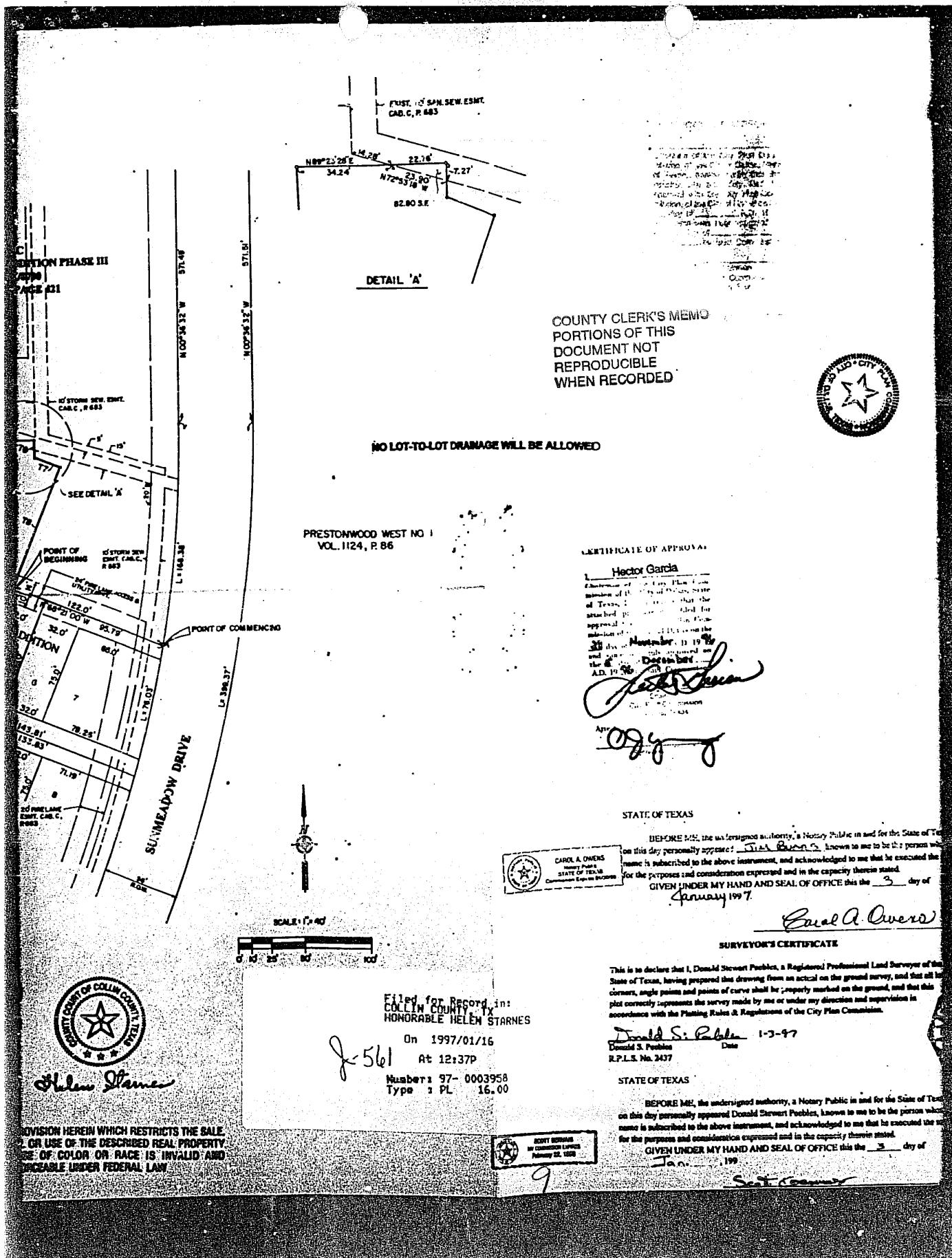
Dr

J-561

Number  
Type

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE  
OR RENTAL OR USE OF THE DESCRIBED REAL PROPERTY





OWNER'S CERTIFICATE

COUNTY CLERK'S MEMO  
PORTIONS OF THIS  
DOCUMENT NOT  
REPRODUCIBLE  
WHEN RECORDED

WHEREAS, We, PRESTON VILLAGE MASTER ASSOCIATION, INC., are the owner of a 0.177 acre tract of land in the A.B. Danks Survey, Abst. No. 283 in the City of Dallas, Collin County, Texas, being more particularly described as follows:

COMMENCING at a found 1/2" iron rod at the southeast corner of Preston Village Addition Phase III, as recorded by the Replat filed in Volume H, Page 421 of the Deed Records of Collin County, Texas, same being in the west right-of-way line of Sunmeadow Drive (56' R.O.W.)

THENCE N 48°21'02" W leaving the said west line of Sunmeadow Drive and along the south line of said Preston Village Addition Phase III for 122.0' to a found 1/2" iron rod at the POINT OF BEGINNING;

THENCE N 48°21'00" W continuing along said west line for 136.47' to a found 1/2" iron rod in the east line of Windflower Way (56' R.O.W.) and the beginning of a non-tangent curve to the left whose chord bears N 00°24'45" E for 10.76' and having a central angle of 01°10'02" a radius of 52.87' and a tangent length of 5.34'.

THENCE Northwesterly along said curve and said east line of Windflower Way for an arc length of 10.76' to a found 1/2" iron rod;

THENCE S 68°21'00" E leaving said east line for 72.84' to a found 1/2" iron rod;

THENCE N 21°34'54" E for 54.39' to a found 1/2" iron rod;

THENCE N 00°36'32" W for 27.00' to a found 1/2" iron rod;

THENCE S 56°23'28" E for 57.00' to a found 1/2" iron rod;

THENCE S 00°36'32" E for 13.01' to a found 1/2" iron rod;

THENCE S 68°21'00" E for 20.14' to a found 1/2" iron rod;

THENCE S 21°39'05" W for 98.93' to the POINT OF BEGINNING and CONTAINING 7,716 square feet or 0.177 acres of land more or less.

DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, WE, PRESTON VILLAGE MASTER ASSOCIATION, INC., are the owners of the above described property and do hereby adopt this plat designating the herein described property as PRESTON VILLAGE ADDITION PHASE I,

An addition to the City of Dallas, Texas and do hereby dedicate, as far simple, to the public use forever the streets and alleys shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to public, fire and police units, garbage and utility collection agencies, and all public and private utilities for whom permission is given. The maintenance or paving on the survey and the time thereon is the responsibility of the property owner. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for mutual use and accommodation of all public utilities using or desiring to use same. All and any public utility shall have the right to remove and / or cap removed all or parts of any building, fence, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinary performed by that utility.

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for the installation and maintenance of manholes, cleanouts, fire hydrants, water services and sewer services from the main to the curb or pavement line, and description of such additional easements (easement grade) shall be determined by their location as installed.

This plat approved subject to all planning ordinances, rules, regulations and resolutions of the City of Dallas, Texas.

WITNESS, MY HAND this the 3 day of January, 1997

By:  
*J. M. Burns, President*  
PRESTON VILLAGE MASTER ASSOCIATION, INC.

PRESTON VILLAGE ADDITION PHASE I

LOT 1C - R2, BLOCK K/8730

A REPLAT OF

LOT 1C, BLOCK K/8730

PRESTON VILLAGE ADDITION

A.B. DANKS SURVEY, ABST. 283

CITY OF DALLAS, COLLIN COUNTY, TEXAS.

CITY PLAN FILE NOS 956 252A

PEEBLES & ASSOCIATES  
CIVIL ENGINEERS / LAND SURVEYORS

550 BEDFORD ROAD

BEDFORD, TEXAS 76022

METRO (817) 293-3316

SEARCHED INDEXED SERIALIZED FILED

1/20/97 1/20/97 1/20/97 1/20/97

WILL BE ALLOWED

CERTIFICATE OF APPROVAL

Hector Garcia

Notary Public  
State of Texas  
My commission  
expires December  
20, 1997  
Hector Garcia  
D.D.C. Notary  
AD. 1996  
Signature  
C.A. F.L.C. Notary  
State of Texas

*Hector Garcia*  
02/01/97

STATE OF TEXAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared *J. M. Burns*, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same for the purpose and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of

January 1997.

*Carol A. Owers*

SURVEYOR'S CERTIFICATE

This is to declare that I, Donald S. Peebles, a Registered Professional Land Surveyor of the State of Texas, having prepared this drawing from a control on the general survey, and that all the dimensions, angles, points and points of curve as to the property mentioned on the general, and that this plat correctly represents the survey made by me or under my direction and supervision in accordance with the Planning Rules & Regulations of the City Plan Commission.

*Donald S. Peebles* 1-2-97  
Donald S. Peebles Date  
R.P.L.S. No. 2437

STATE OF TEXAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Donald S. Peebles, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same for the purpose and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of

January 1997.

NOTARIZED  
BY REGISTERED NOTARY  
JANUARY 20, 1997

## OWNER'S CERTIFICATE

COUNTY CLERK'S MEMO  
PORTIONS OF THIS  
DOCUMENT NOT  
REPRODUCIBLE  
WHEN RECORDED

WHEREAS, we, PRESTON VILLAGE MASTER ASSOCIATION, INC., are the owner of a 0.17 acre tract of land in the A.B. Danks Survey, Abst. No. 283 in the City of Dallas, Collin County, Texas, being more particularly described as follows:

COMMENCING at a found 1/2" iron rod at the southeast corner of Preston Village Addition Phase III, as recorded by the Plat filed in Volume H, Page 421 of the Deed Records of Collin County, Texas, same being in the west right-of-way line of Sunmeadow Drive (5' R.O.W.);

THENCE N 68°21'02" W leaving the said west line of Sunmeadow Drive and along the south line of said Preston Village Addition Phase III for 122.0' to a found 1/2" iron rod at the POINT OF BEGINNING;

THENCE N 68°21'00" W continuing along said south line for 136.47' to a found 1/2" iron rod in the east line of Windflower Way (5' R.O.W.) and the beginning of a non-tangent curve to the left whose chord bears N 00°24'45" E for 10.76' and having a central angle of 01°10'02" a radius of 52.87' and a tangent length of 5.38';

THENCE Northerly along said curve and said east line of Windflower Way for an arc length of 10.76' to a found 1/2" iron rod;

THENCE S 68°21'00" E leaving said east line for 72.84' to a found 1/2" iron rod;

THENCE N 21°38'58" E for 54.39' to a found 1/2" iron rod;

THENCE N 00°36'32" W for 27.00' to a found 1/2" iron rod;

THENCE N 00°36'32" E for 57.07' to a found 1/2" iron rod;

THENCE S 00°36'32" E for 13.01' to a found 1/2" iron rod;

THENCE S 68°21'00" E for 20.14' to a found 1/2" iron rod;

THENCE S 21°39'05" W for 98.93' to the POINT OF BEGINNING and CONTAINING 7,716 square feet or 0.177 acres of land more or less.

## DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, we, PRESTON VILLAGE MASTER ASSOCIATION, INC., are the owners of the above described property and do hereby adopt this plat designating the lots described property as PRESTON VILLAGE ADDITION PHASE I,

an addition to the City of Dallas, Texas and do hereby dedicate, in fee simple, to the public use forever the streets and alleys shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to public, fire, and police units, garbage and rubbish collection agencies, and all public and private entities for their respective purposes. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for mutual use and accommodation of all public utilities using or desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility).

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for the installation and maintenance of manholes, cleanouts, fire hydrants, water services and sewer services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat is approved subject to all existing ordinances, rules, regulations and resolutions of the City of Dallas, Texas.

WITNESS, MY HAND this the 3 day of January, 1997.

By: *J. M. Brumie, President*  
PRESTON VILLAGE MASTER ASSOCIATION, INC.

## SURVEYOR'S CERTIFICATE

This is to declare that I, Donald Steven Probst, a Registered Professional Land Surveyor of the State of Texas, having prepared this drawing based on the ground survey, and that all lot corners, angle points and points of curve shall be properly marked on the ground, and that this plat correctly represents the survey made by me or under my direction and supervision in accordance with the Planning Rules & Regulations of the City Plan Commission.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of

January 1997.

*Donald S. Probst*

## SURVEYOR'S CERTIFICATE

This is to declare that I, Donald Steven Probst, a Registered Professional Land Surveyor of the State of Texas, having prepared this drawing based on the ground survey, and that all lot corners, angle points and points of curve shall be properly marked on the ground, and that this plat correctly represents the survey made by me or under my direction and supervision in accordance with the Planning Rules & Regulations of the City Plan Commission.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of

January 1997.

*Donald S. Probst*

STATE OF TEXAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Donald Steven Probst, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same for the purposes and considerations expressed and in the capacity therein named.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of

January 1997.

*Donald S. Probst*

NOTARY PUBLIC  
BY COMMISSION EXP'D  
January 21, 1997



## PRESTON VILLAGE ADDITION PHASE I

LOT 1C - R2, BLOCK K/8730

A REPLAT OF

LOT 1C, BLOCK K/8730

PRESTON VILLAGE ADDITION

A.B. DANKS SURVEY, ABST. 283

CITY OF DALLAS, COLLIN COUNTY, TEXAS.

CITY PLAN FILE NO. 956 252A

PEEBLES & ASSOCIATES  
CIVIL ENGINEERS / LAND SURVEYORS

550 BEDFORD ROAD

BEDFORD, TEXAS 76022

METRO (617) 268-3316

WORKSHEET	1-3-97	PROJECT NO.	100
REF ID:	E-2-2-16	FILE NO.	100

AMENDMENT TO THE  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VILLAGE ON PRESTON

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

§

THIS AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR VILLAGE ON PRESTON (this  
"Amendment") is made this 15 day of July, 2013, by PRESTON VILLAGE MASTER  
ASSOCIATION, INC., a Texas non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Sanford Homes, Inc., a Texas corporation ("Declarant") prepared that certain Declaration of Covenants, Conditions and Restrictions of Preston Village and recorded same on or about March 22, 1984, in Volume 1852, Page 641 *et seq.* of the Real Property Records of Collin County, Texas, as amended and supplemented from time to time (the "Declaration"); and

WHEREAS, Article VI, Section 6.3(a) of the Declaration provides that the Declaration may be amended during the first thirty (30) year period by an instrument signed by Owners of not less than sixty-seven percent (67%) of the Dwelling Units in the Development; and

WHEREAS, Owners representing at least sixty-seven percent (67%) of the Dwelling Units in the Development have approved of the following amendment to the Declaration.

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

1. Article III, Section 3.2 of the Declaration is amended by deleting this Section in its entirety and replacing it with the following:

Each Member shall be entitled to one (1) vote for each Dwelling Unit in which such Member holds the interest required for membership. When more than one person holds such interest or interests in any Dwelling Unit, all such persons shall be Members, and the vote for such Dwelling Unit shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Dwelling Unit.

2. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers do hereby certify that the foregoing amendment was approved by Owners representing at least sixty-seven percent (67%) of the Dwelling Units in the Association.

PRESTON VILLAGE MASTER ASSOCIATION, INC.,  
a Texas non-profit corporation

By: Harry Franklin

Printed Name: Harry Franklin

Its: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS                         §  
   §  
COUNTY OF COLLIN                         §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Harry F. FRANKLIN, President of Preston Village Master Association, Inc., a Texas non-profit corporation, 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, in the capacity therein stated and as the act and deed of said partnership.

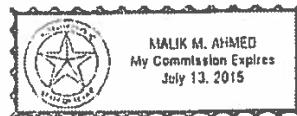
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of JULY,  
2013.

Notary Public in and for the State of Texas

My Commission Expires: July 13, 2015

AFTER RECORDING RETURN TO:

Riddle & Williams, P.C.  
3710 Rawlins Street, Suite 1400  
Dallas, Texas 75219



©APUD AMD-PrestonVillageAmendment delegates.3 14.13

THIRD AMENDMENT TO DECLARATION - Page 2

THIRD AMENDMENT TO DECLARATION - Page 1

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Filed and Recorded  
Official Public Records  
Stacy Kemp, County Clerk  
Collin County, TEXAS  
07/16/2013 09:21:09 AM  
\$24.00 DL AIRD  
201307160009#9270



*[Handwritten signature of Stacy Kemp]*

Amendment to the Declaration  
(Village on Preston)

Amendment to the Declaration