

THIRD AMENDED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PRESTON SPRINGS

THE STATE OF TEXAS

COUNTY OF COLLIN

THIS THIRD AMENDED DECLARATION is made on the date hereinafter set forth by PRESTON SPRINGS ASSOCIATION, INC. DIMENSION-BROOKS CORPORATION, was the original developer and is hereinafter referred to as "Declarant";

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the City of Plano, County of Collin, State of Texas, hereinafter referred to as Preston Springs ("the Property") and being more specifically described and outlined in red on attached Exhibits "A" and "A-1" attached hereto and fully incorporated herein by reference; and

WHEREAS, Declarant desires to develop the Property, together with any other land which Declarant, at its sole discretion, may hereafter add thereto, as a residential subdivision, for uses to be hereinafter defined, and to provide and adopt a uniform plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control, and preserve the values and amenities of the Property for the development, improvement, sale, use, and enjoyment of the Property for such purpose(s); and

WHEREAS, Declarant desires to subject the Property, together with additional land as may hereafter be made subject hereto, to the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, for the benefit of the Property, additions thereto, and each Owner (hereinafter defined); and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said subdivision, to create an Association (hereinafter defined) to which shall be delegated and assigned the powers of administering and enforcing these assessments, conditions, covenants, easements, reservations, and restrictions, including levying, collecting, and disbursing the assessments; and

WHEREAS, there will be incorporated Preston Springs Homeowner's Association, Inc., a non-profit corporation to be created under the laws of the State of Texas, whose directors will establish Bylaws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold, used, and enjoyed in accordance with and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for and placed upon said Property and shall be covenants running with the Property and be binding on all parties, now and at any time hereafter, having or claiming any right, title, or interest in the property or any part thereof, their heirs, executors, administrators, successors, and assigns, regardless of the source of, or the manner in which any such right, title, or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property.

ARTICLE I, Section 17, is hereby added to the Declaration:

Section 17. "Structure" shall mean and refer to structures on a Lot, including, but not limited to, the dwelling, fencing, walls, mailbox, sheds, auxiliary buildings, outbuildings, pergolas, awnings, and the like.

ARTICLE I, Section 17, is hereby added to the Declaration:

Section 18. "Yard Art" shall mean and refer to objects displayed in the landscape areas of a Lot which are not vegetation, including statues, planters, fountains, and the like. Excluded from this definition are temporary holiday displays, less than 30 days in duration.

ARTICLE III, Section 3 EXTENT OF EASEMENTS, subparagraph c., of the Declaration is hereby deleted and replaced by the following:

- a. The right of the Association to borrow money for the purpose of improving the Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof, provided such action is approved by a two-thirds (2/3) majority of the total eligible votes of the membership of the Association, voting in person or by legitimate proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance of the meeting and shall set forth the purpose of the meeting;

ARTICLE IV, Section 1, of the Declaration is hereby deleted and replaced by the following:

Section 1. MEMBERSHIP. Each and every Owner of record of a Lot, or subdivided portion thereof, shall automatically become and must remain a Member in good standing of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Any transfer of title to a Lot, or subdivided portion thereof, shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner thereof. Each lot owner or lot purchaser, on the purchase of the lot, shall immediately notify the association, and/or it's agent, of the owner's name and address.

ARTICLE IV, Section 2, of the Declaration is hereby deleted and replaced by the following:

Section 2. VOTING MEMBERS. All Owners shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V, Section 1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS, subparagraph B., of the Declaration is hereby deleted and replaced by the following:

B. INTENTIONALLY OMMITTED

ARTICLE V, Section 3, of the Declaration is hereby deleted and replaced by the following:

Section 3. MAXIMUM ANNUAL ASSESSMENT.

- (a) The maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

ARTICLE V, Section 4, of the Declaration is hereby deleted and replaced by the following:

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and person property related there to, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE V, Section 7, of the Declaration is hereby deleted and replaced by the following:

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES. The dues date for the Annual Assessment shall be set forth in the Bylaws of the Association, as amended from time to time. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate setting forth whether the assessments on a specified Lot have been paid. Billing for assessments on a monthly, quarterly, semi-annual or annual basis shall be at the Association's option, as the case may be.

ARTICLE V, Section 8, of the Declaration is hereby deleted and replaced by the following:

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS, REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days is considered delinquent. Delinquent accounts are subject to late fees, collection fees, legal fees, and the like. And, shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE VI, Section 1, of the Declaration is hereby deleted and replaced by the following:

Section 1. BOARD OF DIRECTORS. The affairs of the Association shall be managed by a Board of Directors which has been established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

- A. The Board shall consist of five Directors, elected as set forth in Article IV, above.
- B. The Directors are to have staggered two year terms where three (3) Director positions are up for election in one year, then the next year would be two (2) Director positions.
- C. The Board has the authority to elect an individual as a replacement Director to fill an open Board of Director position due to resignation. However, an open Board of Director position resulting from the forced removal of a Director, by the Board or the membership, can only be filled by an individual who has been elected by the membership of the Association.
- D. A quorum for a meeting of the Board of Director's shall be a majority of the duly elected or appointed Directors.

ARTICLE VI, Section 3. POWERS AND AUTHORITY OF THE ASSOCIATION, subparagraph t, of the Declaration is hereby deleted and replaced by the following:

- t. To contract with any Owner for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association; and

ARTICLE VI, Section 4, of the Declaration is hereby deleted and replaced by the following:

Section 4. LIABILITY LIMITATIONS. Neither any Member, nor the Board of Directors (nor any of them), nor the officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was, acting on behalf of the Association or otherwise. Neither the Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portions thereof or for failure to repair or maintain the same. The Association, or any other person, firm, or association liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements, or portions thereof.

ARTICLE VI, Section 5, of the Declaration is hereby deleted and replaced by the following:

Section 5. RESERVE FUNDS. The Board, in its discretion, may establish reserve funds which shall be maintained and accounted for separately from other funds maintained for annual operating expense and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association. The purpose of the reserve fund is to protect the members of the Association from emergency

assessments that might be necessary due to unexpected expenses falling under the financial responsibility of the Association. The following minimum controls must be followed for all monies held in a Reserve Fund, as directed by the Board:

- a. Every three years, the Board must review Reserve Funds levels for adequacy to known risks and set a dollar amount to be held in reserve. The amount to be in the Reserve Fund shall then be set forth in the Bylaws of the Association. Changes to Reserve Fund levels require a unanimous vote of the Board and a written notice to the membership of the association.
- b. Reserve Fund monies are to only be used by the Board for unexpected expenses, including but not limited to, insurance claim deductibles, structural failures not covered by insurance, major repairs not planned for in the general budget, and the like. At no time is it acceptable to use Reserve Fund monies for new improvement projects.
- c. Process to use monies in the Reserve Fund:
 1. a super-majority vote of the Board (4 out of 5 Board Members) is required to use monies from the Reserve Fund;
 2. written notice is to be given to the membership of the Association indicating the amount of monies to be used and the purpose;
 3. if possible, a waiting period of not less than seven (7) days is to be allotted for comments from the membership of the association, and;
 4. once monies are distributed from the Reserve Fund, the Board must allocate funds to return the Reserve Fund to required levels, as set forth in the Association's Bylaws, within three (3) years of the expenditure.

ARTICLE VIII, Section 2, of the Declaration is hereby deleted and replaced by the following:

Section 2. APPOINTMENT OF THE COMMITTEE, MEMBERSHIP AND PROCEDURE. The members of the Committee shall be appointed and/or removed as follows:

- a. INTENTIONALLY OMMITTED
- b. The Board shall have the exclusive right and power at any time and from time to time to appoint and remove members of the Committee and to fill vacancies thereon. Neither the members of the Committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
- c. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event this committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Under no circumstances shall such committee be subject to any suit by anyone for damages.
- d. If the Architectural Control Committee disapproves submitted plans and specifications, the homeowner, at their cost and option, may request a review by the Board of Directors. The request for Board review must be in writing and submitted to the Board no later than fifteen (15) days after the homeowner receives notice from the committee indicating said plans and specifications have been disapproved. The Board has thirty (30) days to act on the request. If the Board fails to act upon the written request for review within the thirty (30) days, then said plans and specifications are overruled and approved. A super-majority vote of the Board (4 out of 5 Board Members) is required to overrule the committee. The Board may be asked to review the committee's disapproval only once for each project.
- e. Plans and specifications approved by the committee are final and non-reviewable by the Board of Directors.

ARTICLE VIII, Section 3, of the Declaration is hereby deleted and replaced by the following:

Section 3. FUNCTION OF THE COMMITTEE. No structure, which can be seen from a public right-of-way, excluding alleys, shall be erected, placed, or altered (including paint color change) on any lot until the construction or remodeling plans, specifications, and, as necessary, a plot plan showing the location of new structure(s) and/or altered structure(s) have been approved by the Architectural Control Committee as to general compatibility of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed structures being erected, placed, or altered, the Architectural Control Committee shall

consider only the general appearance of the proposed building as that can be determined from front, rear, and side elevations on submitted plans. The Architectural Control Committee's consideration of the general appearance of the proposed structure(s) shall also specifically include without limitation consideration of landscaping, irrigation, exterior lighting, fencing and walls, etc. Considerations such as size, set back, cost and other specific objective requirements are separate and apart from the function of the Architectural Control Committee. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular designs or appearances from being built in the subdivision. Any application for any structure planned for any Lot not approved by the Architectural Control Committee shall be modified and amended in accordance with the comments and decision of the Committee prior to its being resubmitted for consideration. There shall be no limit to the number of times that the Architectural Control Committee can reject submitted plans.

ARTICLE VIII, Section 4, of the Declaration is hereby deleted and replaced by the following:

Section 4. EXCEPTION TO REVIEW. Replacement/repair of existing structures with like material, color, and construction shall not require review by the committee. However, any changes in material (i.e. different wood species, stone, brick, siding, etc.), color deviation from the original, and/or change in the construction detail for affected structures shall require review by the Architectural Control Committee as outlined in this Article.

ARTICLE VIII, Section 6, of the Declaration is hereby deleted and replaced by the following:

Section 6. ENFORCEMENT. If, in the opinion of the Association, any such Owner or occupant has failed to obtain approval from the committee as required by this article, then

- a. If the work is ongoing, the Association may give such person written notice of such failure and such person must immediately stop work upon such notice, and then within ten (10) days after receiving such notice submit required documentation to the committee for approval before proceeding.
- b. If the work has been completed, the Association may give such person written notice of such failure and then within ten (10) days after receiving such notice submit required documentation to the committee for approval. If the committee does not approve said plans and specifications, the committee has the right to give such person thirty (30) days to return the structure to its original state prior to commencement of the work.

Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and to stop work and/or return the structure to its original state prior to the commencement of the work, or an acceptable condition as approved by the Architectural Control Committee, without any liability for damages for wrongful entry, trespass, or otherwise to any person. The Owners and occupants (including lessees) of a Lot or any part of the Property on which such work is performed shall jointly and severally be liable for the cost of such action and shall promptly reimburse the Association for such cost. If such, Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such action from the Association, then said indebtedness, along with accrued interest at the maximum rate allowed by law from the due date until paid, shall be a debt of all said persons, jointly and severally, and shall constitute a lien against the Lot or that portion of the Property on which said work was performed. Such lien shall have the same attributes as the lien for Assessments and Special Assessments set forth in Article V, above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights to enforce such lien in all respects, including, but not limited to, the right of foreclosure.

ARTICLE IX, Section 1. USES RESTRICTIONS AND EASEMENTS, subparagraph b. PROHIBITED USED, item 15, of the Declaration is hereby deleted and replaced by the following:

15. no structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Article VIII herein and shall be specifically subject to the considerations of Section 3 of Article VIII herein.

ARTICLE IX, Section 1. USES RESTRICTIONS AND EASEMENTS, subparagraph b. PROHIBITED USED, item 17, of the Declaration is hereby deleted and replaced by the following:

17. no sign of any kind shall be displayed to the public view on any lot except:
- Homeowner's Association signs for awards and notices;
 - fence installation company signs may be attached to the fence when required for warranty purposes;
 - safety and security signs (i.e., McGruff House, Alarm Company Notice, etc.);
 - school/student activity signs (i.e., band, sports, cheerleading, etc.);
 - political signs, up to 90 days prior to election;
 - one (1) professional sign of not more than three (3) square feet; and,
 - one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

In all cases, no sign may be vulgar or obscene in nature and must be maintained in good repair. Any other sign planned for display on any Lot shall be submitted to the Architectural Control Committee prior to its being erected on said Lot and no sign of any kind shall be displayed on any Lot until written approval from the Architectural Control Committee has been received by owner of the Lot.

ARTICLE IX, Section 2. SITE PLANS, subparagraph e., of the Declaration is hereby deleted and replaced by the following:

- e. BOAT AND TRAILER PARKING. No boat, trailer, camper body or similar vehicle shall be parked for storage in the driveway (which can be seen from the street) or front yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling unless parked to the rear of a screen fence and cannot be seen from the street. Except, a homeowner owned boat, trailer, camper or similar vehicle may be temporarily parked in the driveway for up to 72 hours (3 days) in any one week period, or on the street as allowed by City of Plano Ordinances.

ARTICLE IX, Section 2. SITE PLANS, subparagraph o., of the Declaration is hereby deleted and replaced by the following:

- o. RADIO, TELEVISION ANTENNA AND SATELLITE DISHES. No outside antennas, television antennas or class C satellite dishes shall be permitted on any dwelling or lot within the subdivision without the prior written approval of the Architectural Control Committee.

ARTICLE IX, Section 2. SITE PLANS, subparagraph r., of the Declaration is hereby deleted and replaced by the following:

- r. LANDSCAPING.
1. Plans: No plans for any building, structure, paving, or other improvement to be erected, placed, or altered in or upon any tract shall be approved by the Committee unless there shall also have been submitted separate landscape plans, satisfactory to the Committee, to include plant material and landscape construction to be installed on the site, and to include complete plans for an underground irrigation system for all planted areas. Irrigation systems must be designed by a registered landscape architect unless otherwise approved by the Committee
 2. Landscape Treatment: Landscape treatment of the site shall be in the form of grass lawns and ground covers, shade trees in parking areas, street trees, ornamental trees, plantings in areas used as dividers and in any areas of limited use.
 3. Installation: Landscaping in accordance with the plans submitted and approved by the Committee must be installed within thirty (30) days following the completion of the building or as soon as practicable allowing for the seasons of the year, but in no event later than one hundred eighty (180) days following completion of the building. Landscaping which has been installed on any property must be properly maintained at all times.
 4. Irrigation System: An underground irrigation system shall be installed in all landscaped areas, and so designed to ensure the viability of all landscape vegetation.
 5. Minimum Landscaping for Street Frontages: Landscaping shall be required in an area forward of the building and adjacent to the street rights-of-way to a depth not less than the Building Set Back Line.
 6. Front Yard Landscaping: Landscaping, to include trees (minimum 3" caliper trunk size), shrubs, ornamentals, and the like are required in the front yard to transition and blend the house with its surrounding area. Front yard landscaping consisting of just grass and flowers is not acceptable.
 7. Grass and Sod: All sites shall have properly maintained grass along the front of each property between the street curb and the building. Where erosion is expected to occur due to topography of the site, either natural or manmade,

solid sod shall be used at any location in the landscape where potential erosion problems may occur. Solid sod shall be of the same type and quality as specified for the rest of the project site.

8. An automatic underground irrigation system shall be installed in any area where grass is required to be installed.
9. Sight Line Requirement: Landscape treatment shall not interfere with sight line requirements at street or driveway intersections.
10. Design for Ease of Maintenance: All landscaping shall be designed for reasonable maintenance and all landscaped areas shall be maintained in a quality manner at all times. Retaining walls or terracing may be used in areas where excessive maintenances would otherwise be required if specifically approved by the Committee.
11. Common Area Landscaping: No trees in the common areas shall be trimmed, removed or replaced by any individual lot owner. The association has the sole authority and responsibility for the trimming and/or replacement of diseased or damaged common area trees.
12. Yard Art: No object determined to be obscene, vulgar, or the like by the Board shall be allowed in the front or side yards of a Lot and which can be seen from the public right-of-way. No object exceeding five (5) feet in height and/or width shall be allowed, nor more than a total of 10 Yard Art objects in the front yard without Architectural Control Committee approval.

ARTICLE X, Section 1., of the Declaration is hereby deleted and replaced by the following:

Section 1. DUTY OF MAINTENANCE. Owners and occupants (including lessees) of any Lot or portion thereof in the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied, including all structures, improvements, grounds or drainage easements, or other right-of-way incidental thereto, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Promptly removing all litter, trash, refuse and wastes;
- b. Lawn mowing on a regular basis, including the removal of all cut debris on the lawn area and on hard surfaced areas adjacent to lawn areas. The site shall be kept clean and neat in appearance at all times;
- c. Tree and shrub pruning;
- d. Watering by means of a lawn sprinkler system and hand-watering as needed;
- e. Repairing or replacing, as may be required, the irrigation system;
- f. Keeping exterior lighting and mechanical facilities in working order;
- g. Keeping lawn and garden areas alive and attractive and any adjoining rights-of-way or drainage areas free of weeds or other unsightly growth;
- h. Removing and replacing any dead plant material;
- i. Keeping vacant land well-maintained to a depth consistent with the Building or Paving Setback Line, whichever is lesser, for the street on which the property fronts, and the entire site free of trash and tall weeds or other unsightly growth, height not to exceed those limits within City of Plano ordinances;
- j. Keeping parking areas and driveways in good repair;
- k. Complying with all governmental health and law enforcement requirements;
- l. Striping of parking areas and repainting of improvements on a reasonable time schedule; and
- m. Repairing exterior damages to improvements within a reasonable time period.

ARTICLE X, Section 2., of the Declaration is hereby deleted and replaced by the following:

Section 2. ENFORCEMENT. If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must, within ten (10) days after receiving such notice for landscaping issue and thirty (30) days for structure maintenance issues, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass, or otherwise to any person. The Owners and occupants (including lessees) of a Lot or any part of the Property on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such, Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness, along with accrued interest at the maximum rate allowed by law from the due date until paid, shall be a debt of all said persons, jointly and severally, and shall constitute a lien against the Lot or that portion of the Property on which said work was performed. Such lien shall have the same attributes as the lien for Assessments and Special Assessments set forth in Article V, above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights to enforce such lien in all respects, including, but not limited to, the right of foreclosure.

ARTICLE XI SUB-ASSOCIATIONS, of the Declaration is hereby deleted and replaced by the following:

ARTICLE XI

SUB-ASSOCIATIONS

It is contemplated that Areas added to the scheme of this Declaration may have or may later form their own property owners or condominium associations in addition to the Association provided for herein. In this regard, any such membership in and obligations created under any such associations shall be in addition to membership in and obligations created under the Association provided herein.

Prior to the filing of any declaration, protective covenants, restrictions, or development standards with respect to any such additional associations, such document must first be approved and signed by this Association acting through Its Board of Directors. The Association shall specifically have the right to enforce the provisions of any such declaration as if it were a property owner within such additional association.

ARTICLE XII, Section 1., of the Declaration is hereby deleted and replaced by the following:

Section 1. DURATION. This Declaration and the Covenants, Restrictions and Development Standards set forth herein shall run with and bind the Property and shall inure to the benefit of every Owner of a Lot in the Property, and their respective heirs, successors and assigns.

ARTICLE XII, Section 2., of the Declaration is hereby deleted and replaced by the following:

Section 2. AMENDMENT. This Declaration may be amended, modified, or terminated at any time by seventy-five percent (75%) of the total eligible votes of the membership of the Association (as provided for in Article IV hereof).

In connection herewith, Members may vote in person or by legitimate proxy at a meeting duly called for the purposes described in this Section 2 or by the execution of a written consent or approval of any such modification or amendment. Written notice of such meeting shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting.

Any such amendment, modification, or termination shall become effective after a valid and recorded vote of the membership as describe in this Section and when an instrument is filed for record in Collin County, Texas, with the signatures of the Board of Directors.

ARTICLE XII, Section 3., of the Declaration is hereby deleted and replaced by the following:

Section 3. ENFORCEMENT. The Association or any Owner shall have the (but not the duty) to enforce any of the Covenants, Restrictions and Development Standards set out in this Declaration or any Supplemental Declaration. Enforcement of the Declaration and the Covenants, Restrictions and Development Standards set forth herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant, Restriction or Development Standard,

either to restrain violation or to recover damages; provided, however, that the Owner of an undivided interest in any Lot shall have no right to enforce the collection of any Assessment levied against any other Owner under Article V hereof. Failure by the Association or any Owner to enforce any such Covenant, Restriction or Development Standard shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XII, Section 5., of the Declaration is hereby deleted and replaced by the following:

Section 5. NOTICE. Whenever written notice to the Owners is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owners appearing on the records of the Association (and as furnished to the Board by such Owners). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail, postage prepaid, properly addressed, whether received by the addressee or not.

ARTICLE XII, Section 8., of the Declaration is hereby deleted and replaced by the following:

Section 8. CONFLICT WITH DEEDS OF CONVEYANCE. If any part of this Declaration shall be in conflict with any covenant, condition or restriction within a preciously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall govern, but only to the extent of such conflict.

ARTICLE XII, Section 12., of the Declaration is hereby deleted and replaced by the following:

Section 12. ASSIGNMENT. INTENTIONALLY OMMITTED

ARTICLE XII, Section 13., of the Declaration is hereby deleted and replaced by the following:

Section 13. ADDRESS OF DECLARANT. INTENTIONALLY OMMITTED

Exhibits A & B (Property Description)

The foregoing Third Amendment was approved at a duly called meeting of the members held on October 16, 2008 at which a quorum was present and the following members approved the modifications. Signature page from the Annual Meeting is Exhibit C. Signature page submitted by homeowners who could not attend Annual Meeting are Exhibits D.

EXHIBIT C

THIRD AMENDED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PRESTON SPRINGS

Signature Page of Members of the Association

October 16, 2008 Annual Meeting

I have read and ratify Article VIII, Architectural Control Committee, for the Third Amended Declaration of Covenants, Conditions, and Restrictions for Preston Springs and request that the Association record the modifications.

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State of Texas

County of Collin

This instrument was acknowledged before me on _____(date) and includes

_____ (number of signatures),

by _____(name or names of person or persons acknowledging).

(Signature and Title of officer)

My commission expires: _____ (date)

SAMPLE

EXHIBIT D

THIRD AMENDED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PRESTON SPRINGS

Signature Page of Members of the Association

October 16, 2008 Annual Meeting

I have read and ratify Article VI, Section 5, Reserve Funds, for the Third Amended Declaration of Covenants, Conditions, and Restrictions for Preston Springs and request that the Association record the modifications.

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State of Texas

County of Collin

This instrument was acknowledged before me on _____(date) and includes

_____ (number of signatures),

by _____(name or names of person or persons acknowledging).

(Signature and Title of officer)

My commission expires: _____ (date)

SAMPLE

EXHIBIT E

THIRD AMENDED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PRESTON SPRINGS

Signature Page of Members of the Association

October 16, 2008 Annual Meeting

I have read and ratify all other changes for the Third Amended Declaration of Covenants, Conditions, and Restrictions for Preston Springs and request that the Association record the modifications.

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State of Texas

County of Collin

This instrument was acknowledged before me on _____(date) and includes

_____ (number of signatures),

by _____(name or names of person or persons acknowledging).

(Signature and Title of officer)

My commission expires: _____ (date)

SAMPLE

EXHIBIT F

THIRD AMENDED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PRESTON SPRINGS

Signature Page of Members of the Association who could not attend the
October 16, 2008 Annual Meeting

I have read and approve the (please check each box for the items you are voting "For")

- Article VIII, Architectural Control Committee
- Article VI, Section 5, Reserve Funds
- all other changes

to the Third Amended Declaration of Covenants, Conditions, and Restrictions for Preston Springs and request that the Association record the modifications.

Name of member (Please Print)

Address

Signature

State of Texas

County of Collin

This instrument was acknowledged before me on _____ (date)

by _____ (name or names of person or persons acknowledging).

(Signature and Title of officer)

My commission expires: _____ (date)