

**NOTICE OF RE-FILING OF DEDICATORY INSTRUMENTS
FOR
PRESTON HIGHLANDS
PHASE ONE AND PHASES II AND III**

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

THIS NOTICE OF RE-FILING OF DEDICATORY INSTRUMENTS FOR PRESTON HIGHLANDS PHASE ONE AND PHASES II AND III (this "Notice") is made this 18 day of January, 2016, by Preston Highlands Community Improvement Association d/b/a Preston Highlands Homeowner's Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Frankford Associates, a Texas general partnership ("Declarant") prepared and recorded an instrument entitled "Declaration of Restrictions for Preston Highlands, Phase One" on or about November 14, 1978, at Volume 1143, Page 618 *et seq.* of the Real Property Records of Collin County, Texas (the "Phase One Declaration"); and

WHEREAS, Frankford Associates, a Texas general partnership ("Declarant") prepared and recorded an instrument entitled "Declaration of Restrictions for Preston Highlands, Phases II and III" on or about December 19, 1979 at Volume 1213, Page 740 *et seq.* of the Real Property Records of Collin County, Texas (the "Phases II and III Declaration"); and

WHEREAS, the Phase One Declaration and the Phases II and III Declaration are collectively referred to herein as the "Declarations"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Phase One Declaration and the Phases II and III Declaration, which development is more particularly described in the Phase One Declaration and the Phases II and III Declaration; and

WHEREAS, certain portions of the recorded copies of the Declarations are nearly illegible and difficult to read; and

WHEREAS, in order to assist those persons or entities who are reviewing or examining the Declarations, the Association has duplicated the Declarations in their entirety and are re-recording the duplicate versions of the Declarations in the Real Property Records of Collin County, Texas.

NOW, THEREFORE, the duplicated Declarations attached hereto as Exhibit "A" and Exhibit "B" are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Collin County, Texas.

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

**PRESTON HIGHLANDS COMMUNITY
IMPROVEMENT ASSOCIATION, d/b/a PRESTON
HIGHLANDS HOMEOWNER'S ASSOCIATION, INC.,
a Texas non-profit corporation**

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Jay Graham, HOA President of Preston Highlands Community Improvement Association, d/b/a Preston Highlands Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 18 day of January, 2016



Laura Light
Notary Public, State of Texas

My Commission Expires _____

Q:\Notice.dcd\ Preston Highlands Notice of Re-filing

ORIGINALLY FILED ON 11/13/78 AT
VOLUME 1143, PAGE 618 ET SEQ. OF
THE REAL PROPERTY RECORDS OF
COLLIN COUNTY, TEXAS

DECLARATION OF RESTRICTIONS

FOR

PRESTON HIGHLANDS, PHASE ONE

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

That, FRANKFORD ASSOCIATES, a Texas General partnership (herein Declarant), is
the owner of the following described property in the City of Dallas, Collin County, Texas, to-wit:

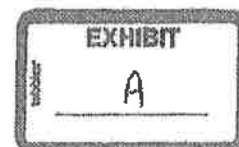
TRACT ONE

All of the lots and tracts of land in Preston Highlands, Phase One,
a 51.144 acre, more or less, Addition to the City of Dallas, Texas,
according to the Plat thereof filed and recorded in Cabinet B-160
of the Map Records of Collin County, Texas (herein called "The
Subdivision").

TRACT TWO

All of the remainder of that certain 326.993 acres of land in the
City of Dallas, Collin County, Texas, described in Warranty Deed
from Hunt Investment Corporation to Frankford Associates dated
December 12, 1977, of record in Volume 1972, Page 82, Deed
Records of Collin County, Texas, except 16.898 acres heretofore
conveyed by Frankford Associates to Peter Ursano by Deed dated
December 15, 1978, of record in the Deed Records of Collin
County, Texas, and except for 12.195 acres in the Southwest
corner of the said 326.993 acres, reserved and zoned for
commercial development (the properties included in this Tract
Two being herein sometimes referred to as the "Additional
Property");

and



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VOLUME 1143, PAGE 618 ET SEQ. OF
THE REAL PROPERTY RECORDS OF
COLLIN COUNTY, TEXAS

WHEREAS, Declarant desires to establish a uniform plan for the development and sale of the residential lots in said Subdivision and the Additional Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of residential lots in said Subdivision and the Additional Property; and

WHEREAS, contemporaneously herewith Articles of Incorporation for the Preston Highlands Community Improvement Association (herein the Association) are filed under the Non-Profit Corporation Act of the State of Texas;

NOW, THEREFORE, Declarant does hereby adopt, establish and impose the following restrictions, reservations, covenants and conditions upon all residential lots in the Subdivision, which shall constitute covenants running with the title of said residential lots and which shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and each and every purchaser of any of said residential lots and their respective heirs, administrators, successors and assigns, and each and all of such beneficiaries and further, the Preston Highlands Community Improvement Association shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity as may be deemed advisable or appropriate.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to Preston Highlands Community Improvement Association, a Texas non-profit corporation, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Properties, including contract

buyers, but excluding those whose title is held merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to the real property hereinabove described, and, where applicable, the real property which may hereafter be annexed into the jurisdiction of the Association in the manner hereinafter described.

4. "Common Area" shall mean all real property which may be acquired by the Association for the common use and enjoyment of the Owner in the Subdivision and where applicable, in any additional land annexed into the jurisdiction of the Association.

5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties, with the exception of (a) public areas such as parks, parkways and esplanades as shown on any such Subdivision map or plat, and (b) any Common Area which may be acquired by the Association.

6. "Declarant" shall mean and refer to Frankford Associates, a Texas General Partnership, and its successors and assigns, and shall include any person or entity to which Declarant may assign its rights and privileges, duties and obligations hereunder, which are and shall be assignable.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

1. Every Owner shall have non-exclusive right and easement of enjoyment in and to the Common Area, if any, which right shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admissions and other fees for the use of any recreational facility situated upon the Common Area; and

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

2. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of employment to the Common Area and facilities to the members of his family or to persons residing on the lot under a lease or contract to purchase from the Owner.

ARTICLE III

ADDITIONS TO PROPERTY SUBJECT TO DECLARATION

Any and all of the Additional Property may become subject to this Declaration in the following manner:

(a) If Declarant or any other person, firm or corporation is the Owner of the property which it desires to add to the scheme of this Declaration, it may do so by filing of record a Supplementary Declaration, which shall extend the scheme of the covenants and restrictions of this Declaration to such property, PROVIDED HOWEVER, that such covenants and restrictions as applied to the property which is so added may be altered or modified by said Supplementary Declaration, and PROVIDED FURTHER, if property is added to the scheme of this Declaration by any person, firm, or corporation other than Declarant, the Association, acting through its Board of Directors, must give written consent thereto. Properties may be added to the scheme of this Declaration if such properties are within the boundaries of Tract Two above described, whether or not such properties are contiguous to the properties covered by this Declaration. Each Supplementary Declaration shall include a geographical description of the property added and shall designate said area with the term "Area" followed by a roman numeral so as to differentiate each respective area from other areas within the Properties.

(b) Such Supplementary Declaration shall contain covenants and restrictions to which the added properties shall be subject. Such covenants and restrictions may contain additions, deletions and modifications from those contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Subdivision, nor revoke, modify, or add to the covenants established by previously filed Supplementary Declarations within previously designed "Areas" nor shall such Supplementary Declaration in any way add to the obligations, or increase the restrictions, of the owners in the Subdivision.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. MEMBERSHIP. Every Owner of a lot which is subject to Assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from

ownership of any lot which is subject to Assessment. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

2. VOTING RIGHTS. The Association shall have two (2) classes of voting membership.

CLASS A: Class A members shall be all owners (with the exception of Declarant) until Class B membership is converted to Class A membership as below provided, and shall be entitled to one vote for each Lot owned. When more than one 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, and there shall be no fractional votes.

CLASS B: The Class B member shall be the Declarant and Declarant shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) on December 31, 1983; or
- (b) the written declaration of the Declarant, delivered to the Association, that it desires to convert its Class B membership into Class A membership; or
- (c) Declarant's ownership of properties within Tracts One and Two above described shall be reduced to less than 100 lots or 20 acres of unplatted land.

3. BY-LAWS. The Association may make whatever rules and By-Laws it shall deem desirable to govern the Association and its members, provided, however, any conflict between such By-Laws and the provisions hereof shall be controlled by the provisions hereof.

ARTICLE V

ASSESSMENTS

1. COVENANTS FOR ASSESSMENTS. The Declarant for each lot, tract or parcel of land owned by it within the Subdivision, hereby covenants, and each purchaser of any such lot, tract or parcel of land by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the

Association annual assessments or charges as specified in Paragraph 3 of this Article V, all of such assessments to be fixed, established and collected from time to time as hereinafter provided.

2. PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety and welfare of the owners of the Properties, or any part thereof, and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

3. ASSESSMENTS. Each Owner of any part of the Properties then subject to this Declaration shall pay to the Association, in advance, a monthly, quarterly or semi-annual assessment as may from time to time be fixed by the Board of Directors of the Association, provided that the assessment shall never exceed the sum of Thirty Dollars (\$30.00) per lot per month without the affirmative vote of at least seventy-five percent (75%) of the Class A members of the Association. Special assessments for acquisition of property, construction or reconstruction costs, replacements and for other purposes of the Association may be levied only upon the affirmative vote of 75% of the Class A members at a meeting called for such purposes on not less than thirty (30) days notice.

4. COMMENCEMENT DATE OF ASSESSMENTS. The first assessment provided for herein shall commence upon the occupancy of residences on 50% or more of the lots in the Subdivision, and shall continue thereafter.

5. DUE DATE OF ASSESSMENTS. Each assessment shall be due and payable within thirty (30) days of the mailing of an invoice for same.

6. OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS. The assessments provided for herein shall be the personal and individual debt of the Owner of the Property covered by such assessments. No Owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the Owner of the Property shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorney's fees.

7. ASSESSMENT LIEN AND FORECLOSURE. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Paragraph 6 of this Article V and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the Owner, and his heirs, devisees, personal representatives, and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the property in question. The Association shall have the power to subordinate the aforesaid

assessment lien to any other lien. Such power shall be entirely discretionary with the Association. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the Officers of the Association and shall be recorded in the office of the County Clerk of Collin County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Paragraph 5 of this Article V and may be enforced by foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Properties, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

8. COMMON PROPERTIES EXEMPT. Any Common Properties and all portions of the Properties owned by or otherwise dedicated to any political subdivision shall be exempt from the assessments and lien created herein.

ARTICLE VI

CONSTRUCTION, USAGE, AND ARCHITECTURAL COVENANTS

The above said Preston Highlands Phase One (the Subdivision) are hereby made subject to the following restrictions, conditions, limitations and covenants (herein the covenants), to-wit:

1. RESIDENTIAL USAGE: No use of any nature shall be permitted in the said Addition other than those expressly permitted by the City of Dallas, Texas R7.5 residential zoning as the applicable zoning ordinance, constituted and in effect as of the date of execution of this instrument. No structure shall be erected, placed, altered, used for or permitted to remain on any residential building lot other than one detached single family private dwelling not to exceed three stories and one private garage for not more than four automobiles and servants' quarters if they are employed on the premises. No temporary structures may be placed on lot except during construction. Metal storage buildings, sheds or structures are not permitted. Only new structures shall be constructed on any lot and no house or structures shall be moved onto a lot.

2. GARAGES. No garage may open or face onto the front lot line of the lot upon which such garage is constructed.

3. MINIMUM SQUARE FOOTAGE: The minimum air conditioned square footage of the main building or dwelling house, exclusive of porches, terraces, garages and out-buildings, shall be 1,700 square feet. Greenhouses, where incorporated, attached or contained in the main building, shall be included as air conditioned space but interior courts open to weather shall not.

4. MASONRY CONSTRUCTION: The exterior construction of the dwelling house erected on any lot shall be at least 50% masonry, exclusive of windows, doors and roofs, unless otherwise approved by the Architectural Review Committee. Masonry is hereby defined as stone, brick or veneers of same. Hardboard siding is prohibited for use on any dwelling. All fireplaces and chimneys shall be 100% masonry construction on the exterior.

5. ROOF CONSTRUCTION: At least 75% of each roof structure shall have pitch. Flat roofs are prohibited unless specifically reviewed and approved in writing by the Architectural Review Committee. Mansard type roofs are specifically prohibited for use on any dwelling where they can be seen from the street. All roofs shall be of wood shingle, metal, slate, clay or concrete tile unless otherwise specifically approved by the Architectural Review Committee.

6. SETBACKS: The main body of any dwelling house shall not be erected at any point closer than twenty-five (25) feet from the front property line.

7. FENCES: No fence shall extend closer than thirty (30) feet to the front property line. No chain link, woven metal, wire or similar fence type shall be constructed where it can be viewed from the street. Wood fences shall be no higher than eight (8) feet and constructed of redwood, cedar or cypress. No fence shall be constructed across the back of any of the following lots unless it has been specifically reviewed and approved in writing by the Architectural Review Committee, is constructed of wrought iron, is painted and semitransparent in character, and is no more than four (4) feet in height from finish grade;

Block B/8734: Lots 1-12

Block C-8734: Lots 1-13.

Declarant, Frankford Associates, proposes to construct a brick fence or wall on Lots 1-10 of Block A/8734 and Lot 14 of Block B/8734, along the rear or side property lines of said lots, and hereby reserves a temporary easement for the purpose of constructing the same. Said fence or wall may not be altered, and no other fence or wall of any type shall be constructed or maintained upon any of said lots along or substantially parallel to said fence or wall to be constructed by Declarant which shall be higher than said brick fence or wall, it being the intent of this restriction to present to the outside of this Subdivision an attractive appearance common to each of the said lots.

8. DRAINAGE: No building shall be so constructed that drainage water is forced onto adjoining property. No lot shall be finish graded so that drainage water will intrude on adjoining lots. All roof and area drains shall discharge either toward the front or the rear of the lot, and shall be carried to the curb or alley when drainage would cross adjacent property.

9. SCREENING: All air conditioning equipment shall be installed in the rear or in the sideyard, screened from view from the street, by an opaque fence or masonry wall. Gas and electrical meters shall be concealed from view from the front.

10. SIGNS: The building contractor or Owner may erect or place one sign or not more than five (5) square feet identifying the builder or advertising the property for sale or lease.

11. MINERAL DRILLING: No oil or other mineral drilling, refining, storage, quarrying or mining operations of any kind shall be permitted upon any lot.

12. RUBBISH: No rubbish, trash, garbage or waste shall be placed, dumped or permitted to remain on any lot in this Addition.

13. ANIMALS: No animals of any type shall be raised, bred or kept for commercial purposes. Household pets shall be kept on any lot only when a dwelling is constructed and occupied thereon. Not more than a total of five household pets shall be allowed.

14. NOXIOUS ACTIVITY: No activity shall be carried on upon any lot which may be or may become an annoyance or nuisance to the neighborhood. Trucks in excess of ¾ ton or any vehicles with painted advertisement are prohibited from parking overnight on streets, driveways, alleys or lots.

15. ARCHITECTURAL QUALITY: All dwellings shall be designed and constructed of quality materials and with external design in harmony with existing adjacent dwellings.

16. ARCHITECTURAL REVIEW COMMITTEE: The Committee shall be composed of the President of McKamy Development Corporation (a general partner of Declarant) and two members appointed by the President of McKamy Development Corporation, one of whom shall be a registered Architect or registered Civil Engineer in the State of Texas. Within thirty (30) days after 40% of the lots within this Addition have residences occupied by Homeowners, one (1) of said Homeowners shall be appointed to replace one of the two members appointed by the President of McKamy Development Corporation on the Architectural Review Committee. Within thirty (30) days after 100% of the lots have residences occupied by the Homeowners, the President of McKamy Development Corporation shall appoint an additional Homeowner to take the President's place on the Committee. Thereafter, the Homeowners shall elect by a majority vote, within two weeks after January 1 of each successive year, two members to the Architectural Committee, the third member continuing to be a registered Engineer or

Architect appointed by McKamy Development Corporation, or his designated representatives or successors. In the event an election is not held as herein provided, the current members will continue until such an election is held. The powers and duties of such Committee shall cease thirty (30) years from the date hereof. The Architectural Review Committee shall hold meetings at least quarterly and shall keep minutes of each regular meeting and any other meeting necessarily held, and such minutes shall be open for inspection by the Homeowners at all reasonable times.

17. SUBMISSION: No building, fence or improvements shall be erected, placed or altered until the building plans, specifications and plot plan showing the location of same have been reviewed and approved, in writing, by the Architectural Review Committee for compliance with these covenants and Deed Restrictions. Owners or building contractors shall make Application in writing to the Committee. In the event said Committee shall fail to approve the application within thirty (30) days after it is requested, then it is deemed that same has been disapproved. The building plans shall include, as a minimum, the following:

- A. All four (4) elevations.
- B. Floor plan.
- C. Foundation plan.
- D. Roof plan.
- E. Setback lines on site plan.

The Architectural Review Committee may require additional submittals at its discretion. Applications shall be submitted at the offices of McKamy Development Corporation or at the office of the Architect or Engineer Committee Member when two Homeowners are on the Committee.

18. FEES: The President of McKamy Development Corporation and all other members of the Architectural Review Committee, except the registered Architect or Engineer, shall serve without any compensation for service performed pursuant hereto. The registered Engineer or Architect shall be compensated for his services on the basis of an hourly fee at a rate approved by the other two members of the Committee. The Committee shall set a fee for review of applications sufficient to cover its administrative expenses.

ARTICLE VII

MAINTENANCE

1. DUTY OF MAINTENANCE. Owners and occupants (including lessees) of any part of the Subdivision and the Additional Property which may be made subject hereto shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Properties so owned or occupied, including buildings, improvements and grounds in

connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse and wastes.
- b. Lawn mowing.
- c. Tree and shrub pruning.
- d. Watering.
- e. Keeping lawn and garden areas alive, free of weeds and attractive.
- f. Keeping parking areas, driveways and roads in good repair.
- g. Complying with all government health and police requirements.
- h. Repainting of improvements.
- i. Repair of exterior damages to improvements.

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, 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 any part of the Properties 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 30 days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that portion of the Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments set forth in Article V, Paragraph 7 above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

1. DURATION. This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every owner of any part of the Properties subject hereto, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2008, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the membership of the Association voting in person or by 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 and shall set forth the purpose of such meeting; provided, however, that no such change shall be effective until one (1) year following the vote referred to above, nor shall any such change be effective prior to the recording of a certified copy of such resolution in the Deed records of Collin County, Texas.

2. AMENDMENT. Prior to the occupancy of residences on 50% or more of the lots in said Subdivision, Articles VI and VII of this Declaration may be amended by instrument in writing executed by Declarant and filed for record in Deed Records of Collin County, Texas; thereafter, amendment of said Articles VI and VII shall require two-thirds (2/3) of the total votes of the Association, with both Classes of the membership voting together. All other Articles may be amended upon affirmative vote of two-thirds of the Class B members' vote, provided that no such amendment may be made prior to January 1, 1984, without the written consent of Declarant. Written notice of all amendments shall be given to all members of the Association. On amendments requiring a vote of the members, members may vote in person or by 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 and shall set forth the purposes of such meeting. Provided, however, that, notwithstanding any of the other provisions of Paragraph 7 of Article V, this Declaration may not be amended in any manner to denigrate from the rights of first mortgage or first deed of trust holders as in said paragraph set forth.

3. ENFORCEMENT. The Association shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any Declaration hereafter filed by Declarant or any subsequent owner. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

ORIGINALLY FILED ON 11/13/78 AT
VOLUME 1143, PAGE 618 ET SEQ. OF
THE REAL PROPERTY RECORDS OF
COLLIN COUNTY, TEXAS

4. SEVERABILITY OF PROVISIONS. If any paragraph, sentence, clause or phrase of this Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sentences, clauses, or phrases shall become or be illegal, null, or void.

5. NOTICE. Wherever written notice to a member (or members) is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

6. TITLE. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

EXECUTED this 7th day of November, 1978.

FRANKFORD ASSOCIATES,
A Texas General Partnership

BY: McKAMY DEVELOPMENT CORPORATION,
General Partner

BY: /s/ John F. Skelton III
John F. Skelton II, President

McKamy Development Corporation
Corporate Seal

/s/ Roy L. Cole
Roy L. Cole, Assistant Secretary

ORIGINALLY FILED ON 11/13/78 AT
VOLUME 1143, PAGE 618 ET SEQ. OF
THE REAL PROPERTY RECORDS OF
COLLIN COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN F. SKELTON III, 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 the said McKamy Development Corporation, a corporation, and that he executed the same as 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 7th day of November, 1978.

My Commission Expires:
(Notary Seal)
6-18-80

/s/ Diana Barfield
Notary Public in and for
Dallas County, Texas

ORIGINALLY FILED ON 12/18/79 AT
VOLUME 1213, PAGE 740 ET SEQ. OF
THE REAL PROPERTY RECORDS OF
COLLIN COUNTY, TEXAS

DECLARATION OF RESTRICTIONS

FOR

PRESTON HIGHLANDS, PHASES II AND III

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

That, FRANKFORD ASSOCIATES, a Texas General Partnership, is the owner of
the following described property in the City of Dallas, Collin County, Texas, to-wit:

PRESTON HIGHLANDS, PHASE II

All of the lots and tracts of land in Preston
Highlands, Phase II, a 50.22 acre, more or less,
Addition to the City of Dallas, Texas, according to
the Plat thereof filed and recorded in Cabinet B-359
of the Map Records of Collin County, Texas.

PRESTON HIGHLANDS, PHASE III

All of the lots and tracts of land in Preston
Highlands, Phase III, an 11.34 acre, more or less,
Addition to the City of Dallas, Texas, according to
the Plat thereof filed and recorded in Cabinet B-360
of the Map Records of Collin County, Texas.

The abovesaid properties are a part of the "Additional Property" in the City of
Dallas, Collin County, Texas, described in "DECLARATION OF RESTRICTIONS FOR
PRESTON HIGHLANDS, PHASE ONE," dated November 7, 1978, of record in Volume
1143, Page 618, Deed Records of Collin County, Texas.

The abovesaid "DECLARATION OF RESTRICTIONS FOR PRESTON
HIGHLANDS, PHASE ONE" provides that such Declaration may be extended to



ORIGINALLY FILED ON 12/18/79 AT
VOLUME 1213, PAGE 740 5TH SEC. OF
THE REAL PROPERTY RECORDS OF
COLLIN COUNTY, TEXAS

The abovesaid "DECLARATION OF RESTRICTIONS FOR PRESTON HIGHLANDS, PHASE ONE" provides that such Declaration may be extended to additional residential lots which are within the boundaries of the "Additional Property" therein referred to.

NOW, THEREFORE, Frankford Associates does hereby extend the provisions of the said "DECLARATION OF RESTRICTIONS FOR PRESTON HIGHLANDS, PHASE ONE" to cover, include, and be binding upon all lots in the said Preston Highlands, Phase II and Preston Highlands, Phase III, in the same manner and to the same extent as if said lots were specifically described in, and made subject to the provisions of, the said "DECLARATION OF RESTRICTIONS FOR PRESTON HIGHLANDS, PHASE ONE," and were included within the term "The Subdivision" as use in said Declaration, except that:

A. Paragraph 4 of Article I of the said Declaration shall read as follows:

"4. 'Common area' shall mean all real property which may be acquired by the Association, or the use of which may be granted to the Association, for the common use and enjoyment of the Owners in the subdivision and any additional lands annexed into the jurisdiction of the Association. Without limitation, such common area shall include, when and if constructed, screening wall along the south two (2) feet of Lots 1 through 19 inclusive, Block 13/8734 of Preston Highlands, Phase II, as shown on Plat of Record in Cabinet or File B-359, Map Records of Collin County, Texas.

B. The following sentence shall be added at the end, and as a part, of Paragraph 5 of Article VI of the said Declaration:

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" . . . Asphalt composition shingles and other composition roof coverings shall not be used on any dwelling or other building.

C. Paragraph 6 of Article VI of the said Declaration shall read as follows:

"6. SETBACKS: The main body of any dwelling house shall not be erected at any point closer than twenty (20) feet from the front property line."

EXECUTED this 20th day of November, 1979.

FRANKFORD ASSOCIATES,
A Texas General Partnership

BY: McKAMY DEVELOPMENT
CORPORATION,
General Partner

BY: /s/ John F. Skelton III
John F. Skelton II, President

McKamy Development Corporation
Corporate Seal

/s/ Roy L. Cole
Roy L. Cole, Assistant Secretary

ORIGINALLY FILED ON 12/12/79 AT
VOLUME 1213, PAGE 740 ET SEQ. OF
THE REAL PROPERTY RECORDS OF
COLLIN COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN F. SKELTON III, 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 the said McKamy Development Corporation, a corporation, and that he executed the same as 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 5th day of November, 1979.

My Commission Expires:
(Notary Seal)
6-18-80

/s/ Diana Barfield
Notary Public in and for
Dallas County, Texas

ORIGINALLY FILED ON 12/18/79 AT
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THE REAL PROPERTY RECORDS OF
COLLIN COUNTY, TEXAS

DEED AUTHORIZATION

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

Frankford Associates, a Texas general partnership composed of Genstar Pacific Corporation, a California corporation, and McKamy Development Corporation, a Texas corporation, now owns all lots in Preston Highlands, Phase II, an Addition to the City of Dallas, Collin County, Texas (59.22 acres, more or less), according to the Plat thereof recorded in Cabinet or File B-359, Map or Plat Records of Collin County, Texas, and all lots in Preston Highlands, Phase III, an Addition to the City of Dallas, Collin County, Texas (11.34 acres, more or less), according to the Plat thereof recorded in Cabinet or File B-360, Map or Plat Records of Collin County, Texas.

Subsequent to December 1, 1979, various deeds to one or more lots in said addition will be executed on behalf of Frankford Associates by McKamy Development Corporation, acting by and through John F. Skelton (or John F. Skelton, III), President, and/or Harold L. Tomlinson, Vice President, acting together or singly.

The undersigned hereby represents to all parties that each and all of the abovesaid deeds, so executed in the form and with the signature or signatures above provided, are and will be, good and valid deeds, binding upon Frankford Associates, without the necessity of attestation and without the joinder by Genstar Pacific Corporation or the signature of any officer thereof.

EXECUTED at San Francisco, California, this 30th day of November, 1979.

GENSTAR PACIFIC CORPORATION

By /s/ Richard E. Garlinghouse
Authorized Officer

and

By /s/ Dale R. Blanchard
Authorized Officer

ORIGINALLY FILED ON 12/18/79 AT
VOLUME 1213, PAGE 740 ET SEQ. OF
THE REAL PROPERTY RECORDS OF
COLLIN COUNTY, TEXAS

STATE OF CALIFORNIA §
 §
COUNTY OF SAN FRANCISCO §

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD E. GARLINGHOUSE and DALE R. BLANCHARD, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said GENSTAR PACIFIC CORPORATION, a corporation, and that they executed the same as 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 30th day of
November, A.D. 1979.

/s/ Vicki R. Joslin
Notary Public in and for
San Francisco County, California

My Commission expires:

May 31, 1981

[Notary Seal]

DECLARATION OF RESTRICTIONS FOR PRESTON HIGHLANDS, PHASES II AND III - Page 6



Filed and Recorded
Official Public Records
Stacey Kenap, County Clerk
Collin County, TEXAS
03/31/2016 02:37:33 PM
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20160331000383760

Stacey Kenap