

Governing Documents of Preston Meadow Homeowners Association Phase 1 and Phase 2

June 2007

- Amended and Restated Declaration of Covenants, Conditions and Restrictions for Preston Meadow Additions Phase 1 and Phase 2
- Control Bulletin 2003 - 1
- Control Bulletin 2006 - 2
- Preston Meadow Phase 1 / Phase 2 Homeowners Association Bylaws

Preserve... Protect... Enhance... Your Community

The following is the text of the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PRESTON MEADOW ADDITION PHASE 1 AND PHASE 2. It is an accurate transcription of the text, but has been reformatted from the original 14 inch paper to 11 inch paper for readability from the original filed at VOL 1583 PAGE 924 in the Collin County Courthouse. Accordingly, the page numbers in the Table of Contents and on each page differ from the original, but the VOL and PAGE numbers reflect their correct positions as the document was recorded. Persons requiring an exact copy in the original format may purchase it from the Collin County Clerk.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PRESTON MEADOW ADDITION
PHASE 1 AND PHASE 2

PRESTON MEADOW, PHASE 1 AND PHASE 2

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Table of Contents

Article		Page
I	Definitions	5
II	Scope of Restrictions	7
III	Duration of Restrictions	7
IV	Control Committee	7
V	Public Compliance	9
VI	Prohibited Activities	9
VII	Building Setbacks	10
VIII	Residential Lots	10
IX	Minimum Floor Area	11
X	Construction Materials	11
XI	Garages	12
XII	Towers and Antennas	12
XIII	Fences, Walls and Screens	12
XIV	Landscaping	13
XV	Signs and Mailboxes	13
XVI	Equipment Installation	14
XVII	Temporary Structures	15
XVIII	Vehicle Parking	15
XIX	Maintenance	15
XX	Easements and Utilities	18
XXI	Construction Time	18
XXII	Homeowners Association	19
XXIII	Enforcement	20
XXIV	Validity	20
	Execution	21

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PRESTON MEADOW ADDITION PHASE 1 AND PHASE 2

This Declaration is made by Ashmont Development Corporation, a Texas Corporation, hereinafter called "Developer";

WITNESSETH:

WHEREAS, Developer is the owner and developer of Preston Meadow Addition, Phase 1 (hereinafter known as "Preston Meadow, Phase 1") a tract of land located in the City of Plano, Texas, identified as Tract 1 and described by metes and bounds on Exhibit A attached hereto and made a part hereof for all purposes, according to the map thereof recorded in Volume 1388, Page 697, Map and Plat Records, Collin County, Texas, or any amendments thereto; and

WHEREAS, Developer is the owner and developer of Preston Meadow Addition, Phase 2 (hereinafter known as "Preston Meadow, Phase 2") a tract of land located in the City of Plano, Texas, identified as Tract 2 and described by metes and bounds on Exhibit A attached hereto and made a part hereof for all purposes, a map thereof will subsequently be recorded in the Map and Plat Records, Collin County, Texas or any amendments thereto; and

WHEREAS, Developer has previously caused a Declaration of Covenants, Conditions and Restrictions for Preston Meadow Addition Phase 1, to be recorded in v. 1388, P. 695 DRCCT; and

WHEREAS, Developer desires to amend such Declaration to also cover Preston Meadow Addition, Phase 2, and to make other Modifications; and

VOL 1583 PAGE 927

WHEREAS, Developer desires to create and sustain a high level of environmental and aesthetic quality within Preston Meadow, Phase 1 and Preston Meadow, Phase 2 for the mutual benefit of each property owner and resident by ensuring an orderly development pattern, continued maintenance, and the protection and enhancement of desirable environmental and aesthetic conditions.

NOW, THEREFORE, to create and sustain such environmental and aesthetic qualities, Developer hereby adopts and establishes the following covenants, conditions and restrictions and hereby declares that the real property described on Exhibit A hereto is and shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to said covenants, conditions and restrictions (hereinafter sometimes collectively referred to as Restrictions).

ARTICLE I

DEFINITIONS

- Section 1. “Alley” shall mean and refer to any land within a right-of-way dedicated to the public for use as an alley.
- Section 2. “City” shall mean and refer to the City of Plano, Texas.
- Section 3. “Common Area” shall mean and refer to any area of privately owned land, or any portion thereof, shown on the Development Plan and recorded on any subdivision plat or map which is expressly devoted to common use and enjoyment of lot Owners or residents of Preston Meadow.
- Section 4. “Development Plan” shall mean and refer to that plan for the physical Improvement and use of Preston Meadow, either in its entirety or any portion thereof, established or amended by Developer and, if required, as approved by governing public bodies or agencies.
- VOL 1583 PAGE 928**
- Section 5. “Dwelling” or “Dwelling Unit” shall mean and refer to a fully enclosed structure located on a Lot and used for human habitation. “Main Dwelling Unit” shall mean and refer to any such structure used as a principal residence.
- Section 6. “Easement” shall mean and refer to any area of land shown on the Development Plan or recorded on any subdivision plat or map which is expressly devoted to use for drainage, utilities, access or other service purpose, said areas restricted in use as is necessary to protect their essential purposes.
- Section 7. “Front Lot Line” shall mean and refer to the property boundary line of any Lot abutting and lying parallel to a Street.
- Section 8. “Front Yard” shall mean and refer to that area on any Lot lying between the Front Lot Line and front building setback line as established on a final subdivision plat or otherwise established by City ordinance or by these Restrictions.
- Section 9. “Improvement” shall mean and refer to any and all construction and other work necessary or appurtenant to preparing a Lot for occupancy for a use permitted by the Development Plan and governing city regulations and shall include, but not be limited to, streets, utilities, lighting, driveways, sidewalks, parking areas, buildings, fences, and landscaping.
- Section 10. “Lot” shall mean and refer to any numbered plot of land (a single dwelling site) shown upon any subdivision plat or map within Preston Meadow with the exception of any Common Area, as hereinafter defined.

Section 11. “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

VOL 1583 PAGE 929

Section 12. “Preston Meadow” shall mean and refer to the total development area and its constituent parts established by Developer, including, but not limited to, Preston Meadow, Phases 1 and 2, as shown on Exhibit B attached hereto.

Section 13. “Public Area” shall mean and refer to any area of land under control of the City or any other public entity and available to public use, such as streets, rights-of-way or parks, including parkways along major thoroughfares and thoroughfare median areas.

Section 14. “Rear Lot Line” shall mean that property boundary line of a Lot line not intersecting with the Front Lot Line.

Section 15. “Rear Yard” shall mean and, refer to that area on any lot lying between the rear lot and rear building set back line as established on a final subdivision plat or otherwise established by City ordinance or by these Restrictions.

Section 16. “Resident” shall mean and refer to any and all persons actually occupying a Dwelling Unit whether or not said person or persons are the Owner(s) of the Dwelling Unit.

Section 17. “Side Lot Line” shall mean and refer to the property boundary line of any Lot which is not a Front Lot Line, but which extends to and intersects with a Front Lot Line.

Section 18. “Side Yard” shall mean and refer to that area on any lot lying between the Side Lot Line and side building set back line as established on a final subdivision plat or otherwise established by City ordinance or by these Restrictions.

Section 19. “Street” shall mean and refer to any land within a right-of-way dedicated to the public for use as a public street.

VOL 1583 PAGE 930

Section 20. “Subdivision” shall mean the division or redivision of any portion of Preston Meadow into two or more Lots for the purpose, whether immediate or future, of sale or development, including, but not limited to, Preston Meadow, Phases 1 and 2.

ARTICLE II

SCOPE OF RESTRICTIONS

The Restrictions herein set forth shall constitute covenants running with the land described in Exhibit A hereto and shall be binding upon Developer, its successors and assigns, and upon all persons or entities acquiring any Lot within the Preston Meadow, Phases 1 and 2, whether by purchase, descent devise, gift, or otherwise, and each person or entity, by the acceptance of title to any Lot, shall agree and covenant to abide by and perform the Restrictions set forth herein and shall take such property subject to this Declaration.

ARTICLE III

DURATION OF RESTRICTIONS

These Restrictions running with the land shall be binding upon all parties and persons claiming title in Preston Meadow, Phases 1 and 2, for a period of thirty-five (35) years from the date these Restrictions are recorded. At the date of expiration of said initial term, these Restrictions shall automatically be extended for successive periods of five (5) years unless prior to any date of expiration a majority of the then Owners within Preston Meadow, Phases 1 and 2, shall execute a notarized agreement in writing terminating or revising these Restrictions, and shall file such agreement in the office of the County Clerk of Collin County, Texas, or in such other office as conveyances of real estate may be required to be filed at that time.

VOL 1583 PAGE 931

ARTICLE IV

CONTROL COMMITTEE

Section 1. A Control Committee, hereinafter called the "Committee", shall be composed of at least three (3) and not more than five (5) individuals selected and appointed by Developer. Initial members, each of whom shall serve until his or her successor is named as provided herein, are W. Bruce Twombly, William Sheveland and Jay Schapiro. The business address of the Committee shall be 17130 Dallas Parkway, Suite 100, Dallas Texas 75248, unless and until changed. The Committee shall function as the representative of Owners of Lots for the purposes herein set forth, as well as for all other purposes consistent with the creation and preservation of desirable environmental conditions. A majority of the Committee may at any time designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor.

Section 2. The Committee and each of its members shall have the authority, but not the obligation, to enforce any or all provisions of these Restrictions. Each member of the Committee, or its designated representative, shall neither be entitled to any compensation for services performed hereunder nor liable for claims, causes of action, or damages arising out of

services performed pursuant to these Restrictions. At any time after January 1, 1986, the then record Owners of seventy percent (70%) of Lots located in Preston Meadow, Phases 1 and 2, shall have the power to change the membership of the Committee, to withdraw or add persons from or to the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument properly reflecting same and the delivery of written notice to the Committee at its then business address. Developer may at any time prior to the

VOL 1583 PAGE 932

above mentioned date, at its sole discretion, transfer the right and responsibility to elect the Committee to the Owners of Lots then existing. Such early transfer, if initiated by Developer, shall be accomplished by Developer mailing a written notice to each Owner stating the Developer's intention to transfer its right to elect the Committee and the date on which the said transfer or right shall become effective.

Section 3. No building, structure, sign, or above ground Improvement of any type shall be commenced, erected, placed, added to or altered on any Lot until all information herein required shall have been submitted to the Committee in a form required by the Committee and, subsequent to submission, shall have been approved in writing by the Committee. This information shall include, but not be limited to: (i) a site plan showing the proposed size by floor and location of any and all buildings or other site Improvements and their relationship to existing topography and proposed finish grades; and (ii) construction plans and specifications sufficient in type and extent to fully inform the Committee as to architectural character intended, the type and quality of proposed materials, proposed exterior finish and colors, relationship of a building or other structure with its site and with other development existing in its immediate vicinity, the relationship of proposed Improvements with standards set forth in these Restrictions or otherwise established by the Committee, the name of the builder, and the proposed dates for start and completion of building construction.

Section 4. Either preliminary or final plans and specifications for such Improvement(s) shall be submitted in duplicate to the Committee for approval or disapproval. When plans and specifications submitted by an Owner are approved by the Committee, one complete set of plans and specifications shall be marked "Approved"

VOL 1583 PAGE 933

and returned to the Owner. If, however, submitted plans and specifications are found not to be in compliance with these Restrictions or with other standards established by the Committee as herein provided, one complete set of plans shall be marked "Disapproved" and returned to the submitting Owner, accompanied by a reasonable statement of items found not to comply with said Restrictions or standards. Any modification by an Owner of a previously approved set of plans or specifications, or both, must again be submitted to the Committee for its consideration and approval prior to any work being started by an Owner pursuant to such plans or specifications. Committee approval, disapproval, or statement of noncompliance required in these Restrictions shall be in writing. If the Committee or its designated representative fails to approve or disapprove any submitted plans or specifications within thirty (30) days of receipt, then Committee approval shall

be presumed to have been obtained. The Committee is under no obligation to determine whether such plans and specifications comply with and satisfy the requirements of any codes, policies, ordinances, regulations or procedures of any governmental unit having jurisdiction over same, and no approval by the Committee shall be considered a representation or confirmation that such plans and specifications comply with or satisfy any such governmental requirements.

Section 5. The Committee may from time to time decide upon, adopt, establish and issue Control Bulletins which may either establish new development standards or modify standards previously established. Such bulletins, if issued, shall supplement these Restrictions and are incorporated herein by reference. The Committee shall have full authority to interpret the general intent, effect, and purpose of these Restrictions and any supplemental standards.

VOL 1583 PAGE 934

ARTICLE V

PUBLIC COMPLIANCE

The Improvement or use of a Lot either now or in the future within Preston Meadow, Phases 1 and 2, shall comply in all respects with policies, ordinances, regulations, procedures or other public controls on such Improvement or use which have been officially established, or may in the future be officially established, by the City. In the event a disparity exists, either now or in the future, between a requirement established under these Restrictions and a similar requirement established by the City, the more limiting requirement shall govern. No initial construction, additional Improvement or modification of an existing Improvement shall be made on any Lot until the Owner has submitted the plans and specifications to the Committee for its approval as provided herein and has received such approval, and further has obtained such building permit as may be required by the City.

ARTICLE VI

PROHIBITED ACTIVITIES

No dangerous, noxious, or offensive noise or activity shall be conducted at any time on any Lot within Preston Meadow, Phases 1 and 2, nor shall anything be done on any Lot which either is or may become an annoyance or nuisance to Residents of Preston Meadow Phase 1 and/or Phase 2, or any portion thereof, or to Residents of any portion of the surrounding Preston Meadow development. Determination of a nuisance condition shall be at the sole discretion of the Committee. No animals, livestock, poultry or stock of any kind shall be raised, bred, or kept on any lot, except that a maximum combination of three (3) dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes nor are deemed by the Committee to constitute a nuisance. No dog shall be permitted to run free in the subdivision and all dogs shall be kept on a Lot at all times,

except that a dog may be permitted on sidewalks, streets and alleys within the subdivision when accompanied by and under the control of his Owner. No operation for mining or exploration for or removal of any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind shall be conducted on any single family lot. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any single family lot except such machinery or equipment as is usual and customary in the Plano, Texas area in connection with the use and maintenance or construction of a private residence or appurtenant structures; provided, however, such machinery or equipment may be so placed, operated or maintained by any governmental or quasi-governmental agency or a public utility. However, machinery and equipment for a home workshop may be placed, operated and maintained inside a private residence, including a garage as herein required, if not so placed, operated and maintained for business purposes. In the event a condition shall be declared a nuisance by the Committee, the responsible Owner or resident shall, upon notification, act immediately to permanently remedy said nuisance to the satisfaction of the Committee.

ARTICLE VII

BUILDING SETBACKS

No building or other structure of any kind shall be erected on any Lot within Preston Meadow, Phases 1 and 2, nearer to a Front Lot Line than the minimum building setback line shown on the recorded subdivision plat or any portion thereof. No building or structure shall be erected nearer to a Side Lot Line than ten percent (10%) of the width of the Lot measured at the midpoint of the Side Lot Line or ten (10) feet, whichever is less. No building or structure shall be erected nearer to a rear lot line than fifteen (15) feet. For the purpose of this covenant, open steps and open porches shall not be considered a part of a building; provided, however,

VOL 1583 PAGE 936

that this provision shall not be construed to permit any portion of a building, open steps or open porches to encroach upon another Lot, a Common Area or an Easement.

ARTICLE VIII

RESIDENTIAL LOTS

All Lots in Preston Meadow, Phases 1 and 2, shall be used, known and described as residential lots. No building or structure shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family residential dwelling and attached garage unless specifically approved in writing by the Committee. No building or structure on any Lot shall exceed two and one-half (2-1/2) stories in height, or thirty (30) feet from the midpoint of grade change from one corner of a residential building to an opposite corner on the same side of the building. In the event that slope conditions vary along different sides of a building, the maximum slope condition shall be used as a basis for measurement. Height of the building shall be measured from the midpoint of grade at the back of the building to the highest ridge point of a Dwelling Unit. Construction of new buildings only shall be permitted, it being an intent of this covenant to prohibit the moving onto a Lot of any existing building or other structure and remodeling or converting same into a Dwelling Unit or other enclosed building.

ARTICLE IX

MINIMUM FLOOR AREA

Each one (1) story dwelling constructed on any Lot shall contain a minimum of 1,800 square feet of fully enclosed ground floor area. Each one and one-half (1-1/2) or two (2) story dwelling constructed on a Lot shall contain a minimum of 1,800 square feet of fully enclosed floor area, of which not less than 1,250 square feet shall be fully enclosed ground floor area. Notwithstanding the foregoing, the Committee shall have the right to

VOL 1583 PAGE 937

permit not more than ten percent (10%) of the Dwellings to deviate from said minimums by not more than six percent (6%). All enclosed floor areas shall be calculated from outside to outside of exterior walls of a dwelling unit and shall be exclusive of all garages, carports, breezeways, terraces, decks, open porches, eaves, storage areas, or other auxiliary structures.

ARTICLE X

CONSTRUCTION MATERIALS

All construction materials used shall receive prior approval in writing by the Committee with respect to appearance, durability, and conformance with environmental standards established for Preston Meadow, Phases 1 and 2. The exterior walls and chimneys of all dwellings shall be of hard-burned natural brick or brick veneer natural stone, or natural stone veneer exterior wall construction, except that any Dwelling Unit (including an attached garage) having both any and all chimneys and at least seventy-five percent (75%) of all first floor outside walls finished of said materials shall be deemed to be in compliance with this requirement. The remaining twenty-five percent (25%) of outside walls shall be of wood, glass or other durable construction materials as may be approved by the Committee prior to purchase or installation. All exposed metal including window mullions and frames, alleys and gutters shall be coated or otherwise finished to blend with other exterior colors or approved by the Committee for a particular building, the intent being to prohibit exposed bright metal finishes. It is not the intent of this restriction to prohibit frame gables on the main dwellings. All dwelling roofs shall be sloped at a minimum 6 to 12 pitch, being measured six inches vertically to every twelve inches horizontally, and shall have an exterior finish of wood shingles, wood shakes, slate, copper, clay tile or other durable and attractive materials which may be approved by the Committee

VOL 1583 PAGE 938

and, unless otherwise prohibited, conforming with standards established by the Committee. No builtup composition roof or composition shingles shall be allowed on any Dwelling unless specifically approved in writing by the Committee. Should the City or other controlling governmental entity enact legislation requiring non-combustible roofing materials, then only materials meeting such standards shall be used,

in which case wood shingles and shakes shall be installed only if manufactured and factory-treated in such manner as to be fire-resistant and in conformance with standards established by the City. Any building on the same Lot, but separate from the Main Dwelling Unit shall be subject to these same requirements. Determination of what constitutes acceptable materials and acceptable materials standards

shall be at the sole discretion of the Committee. It is not the intent of these Restrictions to preclude the location of a greenhouse on any Lot, providing such greenhouse is determined by the Committee to be of satisfactory construction and architecturally compatible with other construction approved for the particular Lot and with environmental standards generally established for Preston Meadow, Phases 1 and 2.

ARTICLE XI

GARAGES

Every Dwelling Unit erected in Preston Meadow, Phases 1 and 2, shall have a garage adequate in size to accommodate at least two (2) and no more than four (4) cars. A minimum surface area of one hundred eighty (180) square feet shall be provided for each parking space within a garage. Each garage shall be either directly attached to the Main Dwelling Unit or connected to the Main Dwelling Unit with a covered porch or passageway. Garages shall open to the side or rear of a Lot. All garages shall be enclosed with solid walls on three (3) sides and have a door which fully covers the open side.

VOL 1583 PAGE 939

ARTICLE XII

TOWERS AND ANTENNAS

No exterior radio, television, or other tower structure of any type, whether attached to a building or freestanding, and no exterior television antennas shall be permitted on any Lot in Preston Meadow, Phases 1 and 2.

ARTICLE XIII

FENCES, WALLS AND SCREENS

No fence, wall, hedge, or other screening device shall without the prior written consent of the Committee (i) be erected, placed or altered on any Lot nearer to any Front Lot Line than the minimum building setback line shown on the recorded plat of the subdivision within which any such Lot is located; (ii) exceed six (6) feet in height, unless either otherwise specifically required by the City or approved in writing by the Committee, (iii) obstruct sight lines within a distance of between two (2) and six (6) feet above curb top grades at streets; (iv) be placed or permitted to remain on any corner Lot along the Front Lot Lines within the triangular area drawn between points thirty (30) feet back from the intersection of such lines extended to a property corner; (v) in the case of Lots abutting masonry screening walls constructed by Developer, extend higher than said masonry wall at the point of intersection with the wall or otherwise be visible from adjacent street rights-of-way or other platted Lots adjacent to Preston Meadow, Phases 1 and 2, except that in the case of corner Lots at streets intersecting with a thoroughfare, fences, if erected, may intersect with but not higher than a masonry wall in a visible manner as may be approved by the Committee. Restrictions established in (iii) and (iv) above also shall apply to any Lot within ten (10) feet from the intersection of a Front Lot Line with the edge of a driveway. All clothes lines or service facilities of any type shall be enclosed within fences, walls or landscaping in

order not to be visible from any Street or public Area. Fences or walls shall be of solid construction of a type and from materials specifically prescribed by the Committee. No chain link type fencing shall be permitted which can be seen from any Lot, or from any Street or other public easement or right-of-way. Chain link fencing covered with planting shall not be considered a solid fence. Each Owner shall be responsible for fully maintaining any screening wall on his property in an excellent state of repair and appearance. Owners of Lots abutting and including sections of masonry walls constructed by Developer shall be responsible for the repair and maintenance of said wall sections as provided in these Restrictions, except for those walls for which the City accepts maintenance responsibilities.

ARTICLE XIV

LANDSCAPING

- Section 1. Any tree planted in the public area between a Lot Line and Street curb line of any Lot shall, before being planted, be submitted to the Committee for its approval as to type, size and location and must be approved by the Committee prior to planting.
- Section 2. No tree(s) or landscaping shall be placed or maintained in such manner as to result in a safety hazard.
- Section 3. The Developer shall retain the right, but shall not necessarily have the obligation, to install, maintain and replace if necessary a minimum of two trees located in the front yard of each lot or adjacent parkway lying within the public right-of-way. Any tree planted shall be of such type and shall be planted in such location as determined by the Developer. The time for installation of trees shall be determined by the Developer but shall be within one (1) year of occupancy of the home. The Developer shall have the right of ingress and access on individual Lots to perform tree installation and maintenance.

ARTICLE XV

SIGNS AND MAILBOXES

- Section 1. No sign or signs, permanent or temporary, shall be displayed to public view on any Lot or in any public right-of-way in Preston Meadow, Phases 1 and 2, except that: (i) any builder may, during the initial construction and sales period, utilize one (1) professional sign and/or 1 professional realtor sign of not more than four (4) square feet in size not more than 24" above the ground on each separate Lot offering the Lot, or Lot and Dwelling together, for sale, but for no other purpose, (ii) any Owner may utilize one (1) dignified professional sign of not more than six (6) square feet in size not more than 24" above the ground offering the property "for sale", "for lease", or "for rent", (iii) any builder may erect a temporary sign in connection with a model complex consisting of at least three (3) Dwellings to be approved by, and removed upon request of, the Committee; (iv) Developer may erect signs, either permanent or temporary, for the Preston Meadow development area or any area or portion thereof, including Preston Meadow, Phases 1 and 2, for identification, sales information or other purposes. The size, location, graphic design, message, construction materials, end condition of any sign

placed in Preston Meadow, shall be subject to approval by the Committee, either before or after having been placed, and the Committee shall have the power to disapprove the display of any sign because of its failure to conform with these Restrictions or standards otherwise established by the Committee, in which event the Developer, builder, or Owner responsible for such sign shall have the option of permanently removing the offending sign, or replacing it with a sign satisfactory to the Committee. Any person or entity having ownership or control of a sign shall be responsible for maintaining said sign in good physical condition, failure to properly maintain a sign to standards established by the Committee shall be sufficient reason for the Committee to require permanent removal or replacement of the offending sign. If any person or entity owning or controlling

VOL 1583 PAGE 942

a particular sign is notified by the Committee that the sign does not conform with the requirements of this Article and the sign is not repaired, replaced, or otherwise brought to a level of quality deemed appropriate by the Committee within ten (10) days after and including the date such notification is issued by the Committee, the Committee or its designated representative may, but shall not be obligated to, enter the Lot and permanently remove the offending sign without incurring any cost or other liability. Any sign shall also conform with the standards established by the City as to type, size and location and, if required, shall be approved by the City prior to installation.

Section 2. The location, design, type of construction and color of freestanding mailboxes shall conform with standards established by the Committee. No mailbox shall be fabricated, placed, or altered in any way without prior written approval from the Committee.

ARTICLE XVI

EQUIPMENT INSTALLATION

Roof-mounted solar energy collectors or other exterior located solar energy equipment may be permitted by the Committee, provided that such collectors or other related equipment are determined by the Committee, in its sole discretion, to be attractive and otherwise architecturally compatible with the environmental standards established for Preston Meadow, Phases 1 and 2. All compressors or other electrical equipment shall be located on the ground and concealed as to not be visible from any Public Area. Vents, stacks, metal capes or other items protruding from roofs or located in gables shall be painted to blend with the roof or other exterior construction, as may be appropriate, in a manner approved by the Committee. No air conditioning apparatus shall be installed on the ground in the front of a Dwelling. No air conditioning

VOL 1583 PAGE 943

apparatus shall be installed on any front wall or, unless properly concealed, on any side wall of a Dwelling. No evaporative cooler shall be installed on the front wall or, unless properly concealed, on any side wall of a Dwelling.

ARTICLE XVII

TEMPORARY STRUCTURES

No temporary structure of any type shall be erected or placed upon any Lot in Preston Meadow, Phases 1 and 2. Temporary structures shall include, but not be limited to, any temporary garage or carport, mobile home, bus, tent, shed, barn, or other outbuilding. However, the Developer or any other person or entity engaged in the sale of Lots or in the construction of Improvements thereon, may be permitted by the Committee to maintain temporary sales or construction offices within Preston Meadow, Phases 1 and 2, at locations approved by the Committee, provided that any such sales or construction office is approved by the Committee as to type and location prior to being brought into Preston Meadow, Phases 1 and 2, and is removed from the area within fifteen (15) days after completion of the construction for which said construction offices were erected or placed. In all cases, the final date of removal for any construction office shall be determined by the Committee in its sole discretion. No structure of a temporary character, whether as herein defined or otherwise designated by the Committee, shall be used on any Lot at any time as a residence, either temporarily or permanently.

ARTICLE XVIII

VEHICLE PARKING

Any truck, boat, boat trailer, recreation vehicle, camper, or vehicle other than a conventional automobile shall, if brought within Preston Meadow, Phases 1 and 2, and onto a Lot, be stored,

VOL 1583 PAGE 944

placed, or parked within the garage of the respective Owner or responsible person(s) or otherwise out of public sight. In no case shall a vehicle of any type be parked within the Front Yard or Side Yard or otherwise in view of public areas at any time for any reason. Trucks with a tonnage rating in excess of one (1) ton shall not park on streets, driveways, or Lots overnight, and no vehicle of any size which is used to transport flammable or explosive cargo shall be brought into or kept within Preston Meadow, Phases 1 and 2, at any time.

ARTICLE XIX

MAINTENANCE

Section 1. Each Owner or other responsible person or entity shall assume responsibility for maintaining the grounds of his Lot, including both the surface area and anything growing from or placed upon the surface area, in a clean and attractive condition at all times. Maintenance of the Front Yard Lot shall encompass that additional area lying between the Front Yard Line and curb line of any adjacent Street. Each Lot shall be kept mowed and cleaned, and any dead or diseased trees, shrubs or other vegetation shall be removed promptly. If at any time an Owner of any Lot shall fail to control weeds, grass or other unsightly growth, or to promptly remove dead or diseased trees or vegetation, the Committee shall have the authority and right, but not the obligation, after fourteen (14) days prior written notice to such Owner, the requirements of such notice being satisfied by depositing such notice with the United States postal service and registering same, to enter upon said Lot for the purposes of mowing, cleaning, or removing any dead or diseased trees or vegetation, and shall have the authority and right to assess and collect

from the Owner of said Lot a reasonable sum for mowing, cleaning or removal on each occasion. Such assessment, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing

VOL 1583 PAGE 945

lien upon each Lot against which such an assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall be the continuing personal obligation of the person or entity who was the Owner of such Lot at the time the assessment was made. Each and every Owner of any Lot, by accepting title thereto, covenants and agrees to pay such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and renewals or extensions thereof held by institutional lenders or prior Owner of said Lot existing prior to the assessment date. The Committee shall have the right to insure that any such lien is properly filed and recorded.

Section 2. No Lot in Preston Meadow, Phases 1 or 2, shall be used as a dumping ground for rubbish, trash, garbage, or other waste, nor shall any Lot be used for the outside storage of equipment, building materials, or any other accumulation of items after a main dwelling has been completed and initially occupied. Any container used for the disposal or storage of waste shall be kept at all times in a clean and sanitary condition. Garbage shall be placed in enclosed, sanitary containers when temporarily stored outside awaiting disposal, and no waste shall be incinerated. Reusable garbage or trash containers, if permitted by the City, shall be so situated and enclosed or screened as not to be visible from any other Lot or Public Area. Any such screen or enclosure must exceed in height by at least one (1) foot any garbage or container therein.

Section 3. The exterior of all Improvements located in Preston Meadow, Phases 1 and 2, shall be maintained in a neat and attractive condition by their respective Owner. Such maintenance shall include, but not be limited to painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, landscaping, walls, fences, walks, and other exterior Improvements. Upon the failure or refusal of any Owner to maintain the exterior of all Improvements located on his Lot in said condition, the

VOL 1583 PAGE 946

Committee shall have the authority and right, but not the obligation, after fourteen (14) days prior written notice to such Owner, to enter upon said Lot and perform that exterior repair or maintenance which the Committee, in the exercise of its sole discretion, deems necessary or advisable and shall have the authority and right to assess and collect from the Owner of said Lot a reasonable sum for the cost of such exterior repair or maintenance. Such assessment, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which such an assessment is made. Each such assessment, together with such interest thereon at a reasonable interest rate as established by the Committee, and costs of collection thereof, shall be the continuing personal obligation of the person or entity who was the Owner of such Lot at the time the assessment was made. Each and every Owner of any Lot, by accepting title thereto, covenants and agrees to pay such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien of any

mortgage and renewals or extensions thereof held by institutional lenders or prior Owners of said Lot existing prior to the assessment date. The Committee shall have the right to ensure that any such lien is properly filed and recorded.

Section 4. The Owner shall install and maintain any retaining walls and do any site work necessary to maintain the integrity of the Lot and its relationship to any adjacent streets, sidewalks and alleys.

Section 5. Provided that the Developer or the Committee has given the (14) days prior written notice to Owner provided for hereinabove and advising Owner of the necessity to correct the condition complained of, if Owner continues to fail to correct such condition, or promptly undertake the action necessary to correct such condition and thereafter diligently pursue such action, Developer or

VOL 1583 PAGE 947

Committee, respectively, may at its election assess a fine against Owner in the amount of twenty-five dollars (\$25.00) for each day that such violation continues or other amount as may be determined by the Committee, in its sole discretion, to be appropriate. Such assessment shall be in addition to, and not in lieu of, the rights and remedies set forth above, to include by way of illustration and not limitation the right to enter upon the Lot and cause such condition to be corrected. Such fines shall be treated as provided for assessments in the preceding Sections and shall be subject to the same enforcement procedures.

Section 6. All funds received hereunder shall be placed in accounts established by the Committee. The Committee shall establish and maintain records and accounts of all receipts and disbursements, which records and accounts shall be maintained in accordance with generally accepted accounting practices and principles. Funds may be applied by the Committee to remedy the conditions for which such funds were assessed; to generally enhance the environment of Preston Meadow, Phases 1 and 2; to the payment of professional fees (e.g., legal, architectural, engineering) incurred by the Committee in relation to the enforcement of Preston Meadow, Phases 1 and 2, or any other performance of the duties of the Committee hereunder; and reasonable expenses incurred by the Committee in relation to the enforcement of these restrictions, enhancement of Preston Meadow, Phases 1 and 2, or any other performance of the duties of the Committee hereunder. Neither the Committee nor any of the members thereof shall be liable in any manner as the result of the application of such funds, except in the instance of fraud or misappropriation of same.

ARTICLE XX

EASEMENTS AND UTILITIES

Easements for installation and maintenance of utilities, drainage facilities, at publicly-owned screening walls are reserved as

VOL 583 PAGE 948

shown on the recorded plats for Preston Meadow, Phases 1 and 2. No buildings, fences, trees, monolithic slabs, or other Improvements shall be constructed or placed upon, over, or across such Easement areas unless approved by the Committee prior to installation. Said Easements are hereby set apart for and reserved to the mutual use and accommodation of public utility companies and the City desiring to use same, or for drainage ways as may be necessary. The City or any public utility company utilizing any Easement shall have the right to permanently remove all or part of any buildings, fences, trees, shrubs or other improvements placed in an Easement which may in any way endanger or interfere with the construction, maintenance or efficiency of its facilities lying in an Easement area. The City or any public utility company shall have the right of ingress and egress to and from and upon said Easement area for the purpose of construction, reconstruction, inspection, surveillance, maintenance, addition to, or removal of all or part of its facilities. The City or any utility company exercising this right of access shall be responsible for replacing or repairing damage caused only to the extent that such replacement or repair would normally be repaired in an open or unobstructed area. All utilities systems (water, sewer, natural gas, electrical power, and telephone) shall be placed underground within Preston Meadow, Phases 1 and 2, unless otherwise specifically approved in writing by the Committee. Above ground, surface-placed transformers, meters, terminals, or other equipment necessary to the operation of said underground systems and in public view shall be screened in a manner as may be required by the Committee. No individual water supply system or sewage disposal system shall be permitted on any single family lot and all Dwellings must attach to such facilities as are provided by the City and/or water and sanitation district serving the area. The pumping of water from lakes, streams, ponds, or water well is prohibited except by special permit, in writing, granted by the Developer or the Committee.

VOL 1583 PAGE 949

ARTICLE XXI

CONSTRUCTION TIME

Any individual or entity owning a Lot in Preston Meadow, Phases 1 or 2, must complete the foundation of a Main Dwelling structure in accordance with the plans and specifications approved by the Committee on or before: (i) the expiration of one (1) year following the date of purchase of the Lot, or (ii) the expiration of two (2) years following the date of acceptance by the City of public street paving and utilities installation within the respective Addition, whichever occurs last. The Committee shall have the authority to extend this time requirement with regard to the Owner(s) of one or more Lots not expected to be Residents. The above mentioned stipulations notwithstanding, the time period for completion of Any Main Dwelling Unit or other associated structure by any Owner (whether or not expected to be a Resident) shall be extended a length of time which may be determined to be reasonable by the Committee if such Lot Owner substantiates to the satisfaction of the Committee that a delay in construction is required due too an inability to obtain materials or labor or for other reasons which the Committee may accept as reasonable. No Lot shall be subdivided or its boundary lines changed except with the express written consent of Developer prior to submission of a request for such changes to the

City for approval. However, the Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any Lot shown on any recorded plat prior to delivery of a deed therefore. These Restrictions shall apply to each Lot so created.

ARTICLE XXII

HOMEOWNERS ASSOCIATION

Section 1. Developer shall form a Homeowners Association for the limited purpose of constructing, owning and maintaining the entrance way to Preston Meadow to be constructed on Lot 33, Block A,

VOL 1583 PAGE 950

of Preston Meadow, Phase 1, and Lot 1, Block A, of Preston Meadow, Phase 2. At such time as Developer no longer owns any property within Preston Meadow, Phases 1 and 2, and all Lots (except Lot 33, Block A, Phase 1 and Lot 1, Block A, Phase 2) in the subdivisions have been fully developed with occupied houses, control of the Homeowners Association shall be passed to the then existing Owners and said Owner may, but shall not be required to, expand the powers of the Homeowners Association to provide for the preservation of environmental values of the subdivision to the benefit of the Residents of Preston Meadow, Phases 1 and 2. Expansion of the powers of the Homeowners Association shall require an affirmative vote of at least seventy percent (70%) of the then existing Owners of Lots located in Preston Meadow, Phases 1 and 2. The Association shall have full powers of assessment in the enforcement of these Restrictions and the rights, power and obligations of the Committee as set forth herein shall automatically become vested in such Homeowners Association. Developer shall cause appropriate Articles of Incorporation to be filed with Collin County before the operational authority of such Homeowners Association shall be considered established.

Section 2. In the event the powers of the Homeowners Association are expanded as provided for in Section 1. above, the Owners of Lots may, but shall not be obligated to, establish an assessment procedure to provide supplemental maintenance for areas located within Phases 1 or 2, but outside individual Lots, such as Street medians and landscaped entrances (other than the entrance referred to in Section 1. hereof, for which the assessment procedure shall be mandatory) which exist to the general benefit of all Lot Owners within Preston Meadow, Phases 1 and 2. Such assessment procedure, if adopted, shall require an affirmative vote of at least seventy percent (70%) of the then existing Owners of Lots located within Preston Meadow, Phases 1 and 2, such vote being made separate from that required for establishment of a Homeowners Association.

VOL 1583 PAGE 951

The assessment procedure also shall provide for a reasonable method of setting the amount of assessments, giving notice of assessments, collecting assessments, and paying out and accounting for monies so collected. Assessments under any adopted assessment procedure shall be prorated equally among all Lots located in Preston Meadow, Phases 1 and 2, and shall be a charge against each individual Lot and subject to the same rights and means of collection as provided for in Article XIX of these Restrictions.

Section 3. Should Developer elect to implement early transfer of its authorities as provided for in Article IV, Section 2, a new Control Committee may be created by the then Residents of Preston Meadow, Phases 1 and 2.

ARTICLE XXIII

ENFORCEMENT

Enforcement of these Restrictions shall be by an appropriate proceeding or proceedings at law or in equity against any person or persons violating or attempting to violate any Restriction herein contained, either to restrain violation, to enforce personal liability, or to recover damages for the violation, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising hereunder. Enforcement of the Restrictions may be by any property Owner(s) owning one (1) or more lots in Preston Meadow, Phases 1 or 2. The Committee and each of its appointed members shall have an election and right, but not an obligation or duty, to enforce these Restrictions by a proceeding or proceedings at law or in equity; and the Committee and each of its members shall not incur any liability whatsoever as a result of electing not to enforce such Restrictions in any instance. Any failure by the Committee or any Owner to enforce any of said restrictions shall in no event be deemed a waiver of the right to do so thereafter. The Committee shall also be entitled to reasonable attorney fees and expenses incurred in such enforcement. The

VOL 1583 PAGE 952

liability for such fees and expenses shall be a permanent charge and lien upon the Lot or Lots of the Owner against whom enforcement is sought and shall themselves be enforceable by the Committee by an appropriate proceeding in law or in equity.

ARTICLE XXIV

VALIDITY

Violation of or failure to comply with these Restrictions shall not affect the validity of any mortgage, bona fide lien or similar security instrument which may be then existing on any Lot in Preston Meadow, Phases 1 or 2. Invalidation of any one of these Restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or Restrictions herein contained, which shall remain in full force and effect. In the event any portion of these Restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City, then the appropriate municipal requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or similar security agreements) purporting to convey, transfer or assign any interest in land within Preston Meadow, Phases 1 or 2, shall contain appropriate language expressly subjecting the land within such conveyance, transfer, or assignment to all the Restrictions set forth herein. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The captions of Sections and Articles hereof are for convenience only and shall not be deemed to construe or limit the meaning of the language therein.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its behalf this 16th day of December, 1982.

ASHMONT DEVELOPMENT CORPORATION, a Texas Corporation

By: [W. Bruce Twombly]

President

THE STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared W. Bruce Twombly, President of Ashmont Development Corporation, a Texas 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 16th day of December, A.D. 1982.

Jean R. Muratare

(NOTARIAL SEAL)

Notary public in and for the State of Texas

My commission expires: 2/16/86

EXHIBIT A

PRESTON MEADOW, PHASES 1 AND 2 ADDITIONS

Declaration of Covenants, Conditions and Restrictions

Legal Description of Phase 1 Area

TRACT 1

BEGINNING at the southeast corner of the John Cox Survey, Abstract No. 188, Collin County, Texas said corner being in the centerline of Parker Road;

THENCE West, 1,528.6 feet along the South line of said Cox survey and along said centerline of said road, to a point for corner;

THENCE North, 259.11 feet to the beginning of a curve to the right whose center point bears East, 4,040.0 feet;

THENCE along said curve to the right in a Northeasterly direction through a central angle of $18^{\circ}50'00''$, a distance of 1,327.96 feet;

THENCE N $18^{\circ}50'00''$ E 314.22 feet to a point for corner;

THENCE S $71^{\circ}10'00''$ E 235.14 feet to the beginning of a curve to the right whose center point bears S $18^{\circ}50'00''$ W, a distance of 825.00 feet;

THENCE along said curve to the right in a Southeasterly direction through a central angle of $9^{\circ}16'08''$, a distance of 133.46 feet;

THENCE S $61^{\circ}53'52''$ E, 403.15 feet to the beginning of a curve to the left whose center point bears N $28^{\circ}16'08''$ E, a distance of 275.00 feet;

THENCE along said curve to the left in a Southeasterly direction through a central angle of $28^{\circ}21'38''$, a distance of 136.12 feet;

THENCE N $89^{\circ}44'30''$ E 212.96 feet to the beginning of a curve to the right whose center point bears S $00^{\circ}15'30''$ E, a distance of 1,025.00 feet;

THENCE along said curve to the right in a southeasterly direction through a central angle of $14^{\circ}25'37''$, a distance of 79.20 feet to the beginning of a curve to the left whose center point bears N $04^{\circ}10'07''$ E, a distance of 975.00 feet;

THENCE along said curve to the left in a Southeasterly direction through a central angle of $04^{\circ}10'07''$, a distance of 70.94 feet,

THENCE West 9.89 feet to a point in the East line of said Cox survey;

THENCE S $00^{\circ}15'30''$ E, along the East line of said Cox Survey, 1,505.06 feet to the POINT OF BEGINNING and CONTAINING 54.826 acres of land.

EXHIBIT A, PAGE 2

Legal Description of phase 2 Area

TRACT 2

BEGINNING at a point, said point being the southwest corner of the John Cox Survey, abstract No. 188, and the southeast corner of the Robert Benefield Survey, Abstract No.99, Collin County, Texas;

THENCE N 00°43'30" W, along said survey line, a distance of 2,102.17 feet to a point;

THENCE N 87°31'9" E, a distance of 40.00 feet to a point, said point being the point of curvature of a curve having a central angle of 52°27'49", and a radius of 263.83 feet;

THENCE southeasterly, along said curve, an arc distance of 2.158 feet to the point of tangency of said curve;

THENCE S 40°00'22" E, a distance of 148.00 feet to a point, said point being the point of curvature of a curve having a central angle of 61°19'1" and a radius of 337.37 feet;

THENCE southeasterly, along said curve, an arc distance of 361.07 feet to the point of tangency of said curve;

THENCE N 78°40'24" E, a distance of 290.80 feet to the point of curvature of a curve having a central angle of 4°11'19" and a radius of 172.44 feet;

VOL 1583 PAGE 956

THENCE easterly, along said curve, an arc distance of 132.99 feet to the point of reverse curvature of a curve having a central angle of 08°45'17" and a radius of 842.61 feet;

THENCE southeasterly, along said curve, an arc distance of 128.75 feet to the point of tangency of said curve;

THENCE S 65°53'34" E, a distance of 260.04 feet to a point, said point being located on the West right-of-way of Preston Meadow Drive (80' R.O.W.);

THENCE S 18°50'00", along said right-of-way, a distance of 89.29 feet to the point of curvature of a curve having a central angle of 18°50'00" and a radius of 4,040.00 feet;

THENCE southerly, along said curve, an arc distance of 1,327.96 feet to the point of tangency of said curve,

THENCE South, a distance of 259.11 feet to a point, said point being located in Parker Road;

THENCE West, a distance of 1,164.50 feet to the POINT OF BEGINNING and CONTAINING 2,335,670.17 square feet or 53.620 acres of land.

COPY CERTIFICATION

I certify that the foregoing is an accurate transcription of the text of the "AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PRESTON MEADOW ADDITION PHASE 1 AND PHASE 2" which has been reformatted from the original 14 inch paper to 11 inch paper from the original filed at VOL 1583 PAGE 924 in the Collin County Courthouse.

By: _____

Carl Hill, President - Preston Meadow Phase 1 and Phase 2 Homeowners Association

THE STATE OF TEXAS

COUNTY OF COLLIN

On this _____ day of _____, 2007 before me, the undersigned Notary Public, personally appeared Carl Hill, President - Preston Meadow Phase 1 and Phase 2 Homeowners Association and signed the above copy certification for the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PRESTON MEADOW ADDITION PHASE 1 AND PHASE 2.

I set my hand and seal hereto on the _____ day of _____, 2007.

Notary Public in and for the State of Texas"