

**NOTICE OF FILING OF
DEDICATORY INSTRUMENTS FOR PRESTON POINTE HOMEOWNERS'
ASSOCIATION, INC.**

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR PRESTON POINTE HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit corporation (this "Notice") is made this 17th day of July, 2023, by Preston Pointe Homeowners' Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Midway Development Company, a Texas general partnership, as "Developer", prepared and recorded an instrument entitled "Dedication and Restrictive Covenants for the Preston Pointe Addition to the City of Plano, Collin County, Texas" filed of record in Book 2197 and Page 139 of the Official Public Records of Collin County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Developer to manage or regulate the residential development covered by the Declaration, which development is more particularly described in Exhibit A of the Declaration; and

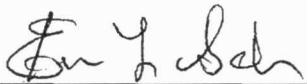
WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the residential subdivision is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Collin County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments identified and attached as Schedule I hereto are true and correct copies of the originals and are hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

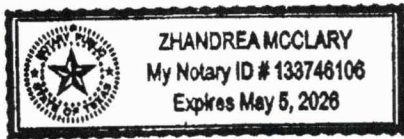
**PRESTON POINTE HOMEOWNERS'
ASSOCIATION, INC.,**
a Texas nonprofit corporation

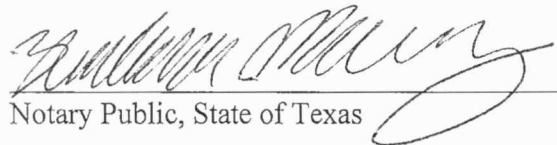
By: 
Eric L. Seles, President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 17 day of July, 2023, personally appeared Eric L. Seles, President of Preston Pointe Homeowners' Association, Inc., a Texas nonprofit 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, on behalf of said corporation.




Notary Public, State of Texas

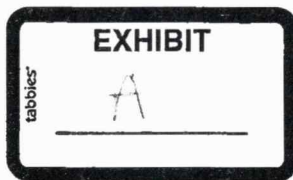
After Recording, Return To:

Heather Kay
Scheef & Stone, L.L.P.
2600 Network Blvd., Suite 400
Frisco, Texas 75034

Schedule I

Dedicatory Instruments

1. Exhibit A – Records Production and Copying Policy dated July 10, 2023
2. Exhibit B – Covenant Enforcement and Fining Policy adopted July 10, 2023
3. Exhibit C – Guidelines for Alternative Payment Plans dated July 10, 2023
4. Exhibit D – Payment application policy adopted July 10, 2023



Records Production and Copying Policy

Date: July 10, 2023

Subdivision: Preston Pointe

Property Owners Association: Preston Pointe Homeowners Association, Inc.

Charges: Charges for examining and copying Property Owners Association information are set out in Exhibit A attached hereto and made a part hereof.

Except for information deemed confidential by law or court order, the Property Owners Association will make its books and records open to and reasonably available for examination by an owner of property in the Subdivision or a person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Property Owners Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in section 70.3 of title 1 of the Texas Administrative Code, the amounts in section 70.3 of title 1 of the Texas Administrative Code govern.

Information not subject to inspection by owners includes but is not limited to—

1. any document that constitutes the work product of the Property Owners Association's attorney or that is privileged as an attorney-client communication;
2. files and records of the Property Owners Association's attorney relating to the Property Owners Association, excluding invoices requested by an owner under Texas Property Code section 209.008(d); and
3. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(l), (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the Property Owners Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Property Owners Association, including personnel files.

If a document in the Property Owners Association's attorney's files and records relating to the Property Owners Association would be subject to a request by an owner to inspect or copy Property Owners Association documents, the document will be produced by using the copy from the attorney's files and records if the Property Owners Association has not maintained a separate copy of the document.

Procedures for Inspecting Information or Obtaining Copies

1. An owner or the owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Property Owners Association's books and records requested, to the mailing address of the Property Owners Association or authorized representative as reflected on the most current management certificate filed with the county clerk of Collin County, Texas.

2. The request must include enough description and detail about the information requested to enable the Property Owners Association to accurately identify and locate the information requested. Owners must cooperate with the Property Owners Association's reasonable efforts to clarify the type or amount of information requested.

3. The request must contain an election either to inspect the books and records before obtaining copies or to have the Property Owners Association forward copies of the requested books and records and—

- a. if an inspection is requested, the Property Owners Association, on or before the tenth business day after the date the Property Owners Association receives the request, will send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Property Owners Association; or
- b. if copies of identified books and records are requested, the Property Owners Association will, to the extent those books and records are in the possession, custody, or control of the Property Owners Association, produce the requested books and records for the requesting party on or before the tenth business day after the date the Property Owners Association receives the request.

4. If the Property Owners Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth business day after the date the Property Owners Association receives the request, the Property Owners Association must provide to the requestor written notice that—

- a. informs the owner that the Property Owners Association is unable to produce the information on or before the tenth business day after the date the Property Owners Association received the request; and
- b. states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth business day after the date notice under this subsection is given.

5. If an inspection is requested or required, the inspection will take place at a mutually agreeable time during normal business hours, and the owner will identify the books and records for the Property Owners Association to copy and forward to the owner.

6. The Property Owners Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Property Owners Association.

7. Before starting work on an owner's request, the Property Owners Association must provide the owner with a written, itemized statement of estimated Charges for examining and copying records related to the owner's request, using amounts prescribed in this policy when the estimated Charges exceed \$40. Owners may modify the request in response to the itemized statement.

8. Within ten business days of the date the Property Owners Association sent the estimate of Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.

9. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Property Owners Association may require advance payment of the estimated Charges of compilation, production, and reproduction of the requested information.

10. If the estimated Charges are less or more than the actual Charges, the Property Owners Association must submit a final invoice to the owner on or before the thirtieth business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Property Owners Association before the thirtieth business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated Charges exceeded the final invoice amount, the owner is entitled to a refund, and the refund will be issued to the owner not later than the thirtieth business day after the date the invoice is sent to the owner.

Preston Pointe Homeowners' Association,
Inc.

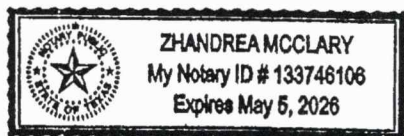
By: 

Name: Eric L. Seles

Title: President

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned notary public, on this 11 day of July, 2023 personally appeared Eric L. Seles, President of the Preston Pointe Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



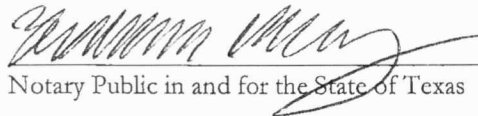

Notary Public in and for the State of Texas

Exhibit A
Charges for Examining and Copying Property Owners
Association Information

A. Labor Charge for Computer Programming

If a particular request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Property Owners Association will charge \$28.50 an hour for the programmer's time spent on the request.

B. Labor Charge for Locating, Compiling, Manipulating, and Reproducing Data and Information

1. The charge for labor costs incurred in processing an owner's request for Property Owners Association information is \$15.00 an hour. The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.

2. A labor charge will not be billed in connection with complying with requests that are for fifty or fewer pages of paper records, unless the documents to be copied are located in (a) two or more separate buildings that are not physically connected with each other or (b) a remote storage facility.

3. A labor charge will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.

4. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the owner's request. The Property Owners Association will not charge for redacting confidential or privileged information for requests of fifty or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 552.261(a)(2) of the Texas Government Code.

C. Overhead Charge

1. Whenever any labor charge is applicable to a request, the Property Owners Association may include in the Charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Property Owners Association chooses to recover such costs, the overhead charge will be computed at 20 percent of the charge made to cover any labor costs associated with a particular request.

For example, if one hour of labor is used for a particular request, the formula would be as follows:

- a. Labor charge for locating, compiling, and reproducing— $\$15.00 \times .20 = \3.00 .
- b. Labor charge for computer programming— $\$28.50 \times .20 = \5.70 .

If a request requires a charge for one hour of labor for locating, compiling, and reproducing information (\$15.00 per hour) and one hour of programming (\$28.50 per hour), the combined overhead would be $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

2. An overhead charge will not be made for requests for copies of fifty or fewer pages of standard paper records.

D. Microfiche and Microfilm Charge

If the Property Owners Association already has the requested information on microfiche or microfilm, the charge for a copy must not exceed the cost of reproducing the information on microfiche or microfilm or ten cents per page for standard size paper copies of the information on microfiche or microfilm, plus any applicable labor and overhead charge for more than fifty copies.

E. Remote Document Retrieval Charge

To the extent that the retrieval of documents stored on the Property Owners Association's property results in a charge to comply with a request, the Property Owners Association will charge the actual cost of the retrieval.

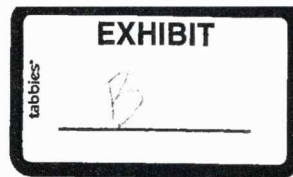
F. Copy Charges

1. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two copies. Standard paper copy is a copy of Property Owners Association information that is a printed impression on one side of a piece of paper that measures up to eight and one-half by fourteen inches.

2. A "nonstandard" copy includes everything but a copy of a piece of paper measuring up to eight and one-half by fourteen inches. Microfiche, microfilm, diskettes, magnetic tapes, and CD-ROM are examples of nonstandard copies. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are—

- a. diskette—\$1.00;
- b. magnetic tape—actual cost;
- c. data cartridge—actual cost;

- d. tape cartridge—actual cost;
- e. rewritable CD (CD-RW)—\$1.00;
- f. nonrewritable CD (CD-R)—\$1.00;
- g. digital video disc (DVD)—\$3.00;
- h. JAZ drive—actual cost;
- i. other electronic media—actual cost;
- j. VHS video cassette—\$2.50;
- k. audio cassette—\$1.00;
- l. oversize paper copy (e.g., larger than eight and one-half by fourteen inches, greenbar, bluebar, not including maps and photographs using specialty paper)—\$0.50; and
- m. specialty paper (e.g., Mylar, blueprint, blueline, map, photographic)—actual cost.



**PRESTON POINTE HOMEOWNERS' ASSOCIATION, INC.
COVENANT ENFORCEMENT AND FINING POLICY**

WHEREAS, Preston Pointe Homeowners' Association, Inc. (the "Association") has the right, power, and authority to do any act which is consistent with or required by the provisions of the Dedication and Restrictive Covenant of the Association (the "Declaration") or the Bylaws of the Association, whether express or implied, including the power to adopt rules and regulations concerning the operation of the Association and the right to levy a fine and/or fines for any violation of the covenants, conditions and restrictions contained in the Declaration of the Association; and

WHEREAS, the Board of Directors of the Association finds there is a need to establish orderly procedures for (i) the enforcement of the restrictions as set forth in the Declaration, and (ii) the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the covenants, restrictions and rules contained in the Declaration and the Bylaws and any rules and regulations, architectural standards bulletins, or guidelines adopted by the Association (hereinafter collectively referred to as the "Governing Documents") and for the elimination of violations of such provisions found exist in, on and about the Lots within the Preston Pointe community and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy") of the Association:

1. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, or any rules and regulations, architectural standards bulletins, or guidelines adopted by the Association, shall constitute a "Violation" under this Policy for all purposes.
2. Report of Violation. The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. A timely written report shall be prepared by the field observer of the Violation which will include the following information:
 - a. Identification of the nature and description of the Violation(s).
 - b. Identification by street address and legal description, if available, of the Lot on which the Violation exists.
 - c. Identification of the authority establishing that the subject improvements, modifications, conduct, conditions, etc. constitute a Violation(s).

- d. The date of the verification observation and name of the person making such observation.
3. Notice of Violation. As soon as practicable after the field observation report is prepared, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by first class mail or personal delivery and by certified mail (3rd notice only), return receipt requested (the "Notice of Violation"). A Notice of Violation need not be sent if the alleged violator has previously received a Notice of Violation relating to a same or similar Violation within six (6) months of the occurrence of the current Violations and was given a reasonable opportunity to cure the Violation. If the alleged violator was given notice and an opportunity to cure a same or similar Violation within six (6) months, the Board may impose sanctions as authorized by the Governing Documents and/or the Enforcement Policy notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation will state the following:
 - a. The nature, description and location of the violation, including any property damage caused by the Owner.
 - b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.
 - c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for property damage.
 - d. If the Violation is corrected or eliminated within the stated time after the Owner's receipt of the Notice then a fine will not be assessed and no further action will be taken.
 - e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.
 - f. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, then the sanctions delineated in the Notice of Violation may be imposed and any attorney's fees and costs will be charged to the Owner.
4. Final Notice of Violation. A formal notice of the Violation and the sanction to be imposed, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") will be sent by the Association to the Owner by regular first class mail and by certified mail, return receipt requested, under any of the following situations:

- a. Where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated; or
 - b. Where, the Owner was previously notified or, and was given a reasonable opportunity to cure, a similar Violation within the preceding six (6) months.
5. Request for a Hearing. If the Owner challenges the action by timely requesting a hearing, the hearing shall be held in executive session of the Board affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board receives the Owner's request for a hearing. Prior to the effectiveness of any sanction hereunder, proof of property notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered into the minutes by the officer, director, agent or delegate who delivered such notice. The notice required shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing. The board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the board's executive session meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.
6. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under the Enforcement Policy and/or the Governing Documents). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.
7. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Governing Documents and administering the Enforcement Policy shall become the personal obligation of the Owner.

8. Fines. Subject to provisions of the Enforcement Policy and/or the Governing Documents, the impositions of the fines will be on the following basis:
 - a. Fines will be based on per violation charge in an amount as set forth in the “Schedule of Fines” which is attached hereto as “Exhibit A”.
 - b. Imposition of the fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Governing Documents or this Enforcement Policy.
 - c. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots and will become an Assessment and a lien on the Owner’s Lot.
9. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.
 - a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.
 - b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be deemed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of the postmark of such notice bearing postage prepaid and the appropriate name and address as required herein.
 - c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first date following which is neither a Saturday, Sunday or United States Postal Service holiday.
 - d. Where the Board has actual knowledge that such situation exists, any action to be taken pursuant to this Enforcement Policy which directly affected the property of the third party or would be the responsibility of a party other than the Owner, notices required under this Enforcement Policy may be


given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Governing Documents. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

- e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.
 - f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under the Enforcement Policy.
10. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand therefore by Management, will be referred to the Board of Directors of the Association for collection.
11. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein for reference.

IT IS FURTHER RESOLVED that this covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on July 10, 2023 and has not been modified, rescinded or revoked.

DATE: July 17, 2023



Eric L. Seles
Preston Pointe Homeowners'
Association, Inc. Board President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Eric L. Seles, President of the Preston Pointe Homeowners' Association, Inc. Board of Directors, acknowledged to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed on behalf of said Association.

SUBSCRIBED AND SWORN TO BEFORE ME on this 17 day of July, 2023.


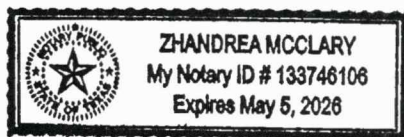
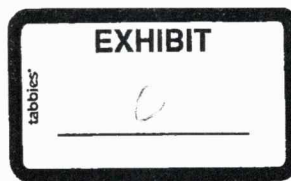

Notary Public for the State of Texas

EXHIBIT A

SCHEDULE OF FINES

Resolved that the Board adopt a fining policy for violations of the Association's Declarations and Covenants. Notice of adoption of this policy shall be sent to all homeowners. The fine schedule shall be \$100.00 for the first violation. If compliance is not received after imposition of the first fine, the Board shall impose a fine of \$250.00. for the next violation. If compliance is not received after imposition of the second fine, the Board shall impose a fine of \$500.00 for the third violation. If the violation is not cured after the imposition of the \$500.00 fine, the Board shall impose an additional \$500.00 fine automatically until compliance is received. If it becomes necessary to file suit against the homeowner in order to obtain compliance, the homeowner shall be liable for all costs of court plus all reasonable and necessary attorneys' fees in addition to any fines imposed herein. All such fines, costs and attorney's fees may be collected just as association dues.



Guidelines for Alternative Payment Plans

Date: July 10, 2023

Property Owners Association: Preston Pointe Homeowners' Association, Inc.

Property Owners Association's Address: P.O. Box 262092, Plano, Texas 75023

Subdivision: Preston Pointe

Whereas, the Property Owners Association has the right, power, and authority to do any act which is consistent with or required by the provisions of the Dedication and Restrictive Covenants for the Preston Pointe Addition to the City of Plano, Collin County, Texas recorded in Book 2197 and Volume 139 of the Collin County Real Property Records (the "Declaration") whether express or implied, including the power to adopt policies for the operation of the Property Owners Association; and


Whereas, Section 209.0062 of the Texas Property Code requires the Property Owners Association implement a payment plan policy.

Now, Therefore, It is Resolved, that the following guidelines for alternative payment plans are hereby established and adopted by the Board of Directors of the Property Owners Association:

- a. An alternative payment schedule is only available to owners who have delinquent regular assessments, special assessments, or any other amount owed to the Property Owners Association.
- b. The Property Owners Association is not required to enter into an alternative payment schedule with an owner who failed to honor the terms of a previous payment plan agreement during the two years following the owner's default under the previous alternative payment schedule.
- c. During the course of the alternative payment schedule, additional monetary penalties with respect to the delinquent amounts subject to the alternative payment schedule, other than costs associated with administering the alternative payment schedule and interest, shall not be charged against an owner.
- d. The minimum term for an alternative payment schedule is three (3) months from the date of the owner's written request for an alternative payment schedule. The maximum term for an alternative payment schedule is eighteen (18) months from the date of the owner's written request for an alternative payment schedule.
- e. To be entitled to pay a debt under a payment plan, an owner who is delinquent on a debt must submit a written request to the Property Owners Association. Owners can make no more than one (1) request for a payment plan within a twelve-month period.

- f. All other terms of the an alternative payment schedule is at the discretion of the Board of Directors of the Property Owners Association.

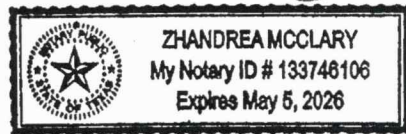
Preston Pointe Homeowners' Association, Inc.

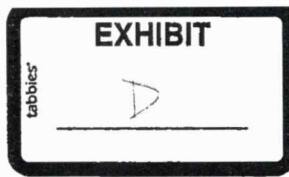
By: 
Name: Eric L. Seles
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned notary public, on this 17 day of July, 2023 personally appeared Eric L. Seles, President of the Preston Pointe Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas





RESOLUTION
PRESTON POINTE
HOMEOWNERS' ASSOCIATION, INC.
BOARD OF DIRECTORS

The Board of Directors voted to pass the following resolution at the July 10, 2023 Board of Directors Meeting.

Whereas: Payments to the Association received from its members, or for its members, shall be applied to outstanding account balances in the following order:

- 1st Late and Collection Fees (including Attorney's Fees)
- 2nd Interest
- 3rd Fines
- 4th Maintenance Charges
- 5th Special Assessments
- 6th Annual Assessments

Whereas: The act of practice of payment applications will not begin until this document has been filed with the County Clerk's office, and the recorded notice of this resolution is mailed to each homeowner for at least thirty (30) days after the filing date.

A handwritten signature in blue ink, appearing to read "Eric L. Seles".

Eric L. Seles
President
Preston Pointe Homeowners Association, Inc.

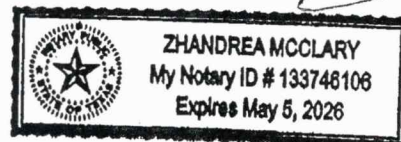
THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

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A handwritten signature in blue ink, appearing to read "Zhandrea McClary".
Notary Public in and for the State of Texas



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

Instrument Number: 2023000080328

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: July 17, 2023 04:27 PM

Number of Pages: 21

" Examined and Charged as Follows: "

Total Recording: \$102.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023000080328
Receipt Number: 20230717000719
Recorded Date/Time: July 17, 2023 04:27 PM
User: Patricia B
Station: Station 5

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

