

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 4600
Dallas, Texas 75201**

**CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS
FOR
PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS §
 §
COUNTY OF SMITH §**

The undersigned, as attorney for Preston Ridge Tyler Homeowners Association, Inc., a Texas nonprofit corporation, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described in the Declaration of Covenants, Conditions and Restrictions for Preston Ridge, recorded as Instrument No. 202001046005 in the Official Public Records of Smith County, Texas, including any amendments and supplements thereto ("*Property*"), hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- (1) ***Architectural Guidelines for the Installation of Flagpoles and the Display of Flags (Exhibit A-1);***
- (2) ***Architectural Guidelines for the Installation of Rain Barrels of Rain Water Harvesting Systems (Exhibit A-2);***
- (3) ***Resolution of The Board of Directors Regarding the Inspection and Copying of Books and Records (Exhibit A-3);***
- (4) ***Resolution of the Board of Directors Regarding the Document Retention Policy (Exhibit A-4);***

- (5) *Architectural Guidelines for the Installation of Certain Roofing Materials (Exhibit A-5);*
- (6) *Architectural Guidelines for the Installation of Solar Panels (Exhibit A-6);*
- (7) *Guidelines for Standby Electric Generators (Exhibit A-7);*
- (8) *Architectural Guidelines for Drought Resistant Landscaping (Exhibit A-8);*
- (9) *Procedures for Informing Owners of Architectural Decisions and Exercising the Right to Appeal Architectural Decisions to the Board of Directors (Exhibit A-9);*
- (10) *Policy Resolution of the Board of Directors Establishing Criteria for Obtaining Bids or Proposal for Certain Contracts (Exhibit A-10);*
- (11) *Guidelines for the Installation of Swimming Pool Enclosures (Exhibit A-11);*
- (12) *Guidelines for the Display of Certain Religious Items (Exhibit A-12);*
- (13) *Guidelines for Security Measures (Exhibit A-13);*
- (14) *Policy Establishing the Composition of the Architectural Review Authority (Exhibit A-14) and;*
- (15) *Policy Regarding the Collection and Payment of Assessments and Other Charges and Fees (Exhibit A-15) and;*
- (16) *Covenant Enforcement and Fine Policy for Preston Ridge Tyler Homeowners Association, Inc. (Exhibit A-16).*

All persons or entities holding an interest in and to any portion of the Property are subject to the foregoing dedicatory instruments until amended. The attached dedicatory instruments replace and supersede all previously recorded dedicatory instruments addressing the same or similar subject matter and shall remain in force and effect until revoked, modified, or amended by the Board of Directors.

IN WITNESS WHEREOF, Preston Ridge Tyler Homeowners Association, Inc., has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Smith County, Texas.

**PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation**

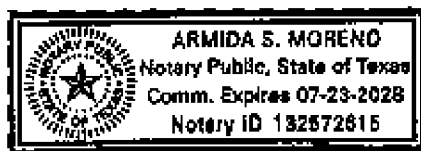


By: _____
Its: Attorney

STATE OF TEXAS §
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COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Preston Ridge Tyler Homeowners Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 6th day of March, 2025.



Notary Public, State of Texas

Exhibit A-1

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

**ARCHITECTURAL GUIDELINES FOR THE INSTALLATION OF
FLAGPOLES AND THE DISPLAY OF FLAGS
(As provided in Chapter 202 of the Texas Property Code)**

STATE OF TEXAS §
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COUNTY OF SMITH §

1. The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.
2. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
3. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
4. Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the dwelling and have a black or metallic finish appropriate to the materials used in the construction of the flagpole.
5. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
6. A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
7. Only one flagpole will be allowed per Lot. A flagpole can either be securely attached to the face of the dwelling (no other structure) or be a freestanding flagpole. A flagpole attached to the dwelling may not exceed 6 feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located in a located designated by the ACC.
8. Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.
9. Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 3'x5'.

10. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flag removed until the owner resolves the noise complaint.
11. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by the owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until the owner resolves complaint.
12. Flagpoles shall not be installed in Common Area or property maintained by the Association.
13. All flagpole installations must receive prior written approval from the Architectural Control Committee.

These Architectural Guidelines are promulgated pursuant to and in accordance with Chapter 202 of the Texas Property Code addressing Flag Displays.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the March 4, 2025.

PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By:

Its:


Managing Member

Exhibit A-2

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

**ARCHITECTURAL GUIDELINES FOR THE
INSTALLATION OF RAIN BARRELS OR RAIN WATER
HARVESTING SYSTEMS**

(As provided in Section 202.007 of the Texas Property Code)

STATE OF TEXAS §
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COUNTY OF SMITH §

1. Rain barrels or rain water harvesting systems and related system components (collectively, "*Rain Barrels*") may only be installed after receiving the written approval of the Architectural Control Committee ("*ACC*").
2. Rain Barrels may not be installed upon or within common area of or other area maintained by Preston Ridge Tyler Homeowners Association, Inc. ("*Association*").
3. Under no circumstances shall Rain Barrels be installed or located in or on any area within a Lot that is in-between the front of the owner's property and an adjoining or adjacent street.
4. The Rain Barrel must be of color that is consistent with the color scheme of the owner's property and may not contain or display any language or other content that is not typically displayed on such Rain Barrels as manufactured.
5. Rain Barrels may be located in the side-yard or back-yard of an owner's property so long as these may not be seen from a street, another Lot, or any common area of the Association.
6. In the event the installation of Rain Barrels in the side-yard or back-yard of an owner's property in compliance with paragraph 5 above is impossible, the ACC may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible.
7. Rain Barrels must be properly maintained at all times or removed by the owner.
8. Rain Barrels must be enclosed or covered.
9. Rain Barrels which are not properly maintained, become unsightly or could serve as a breeding pool for mosquitoes must be removed by the owner from the Lot.

These Guidelines are promulgated pursuant to and in accordance with Section 202.007 of the Texas Property Code addressing Rain Barrels.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the MARCH 4, 2025.

**PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation**

By: _____

Its: _____

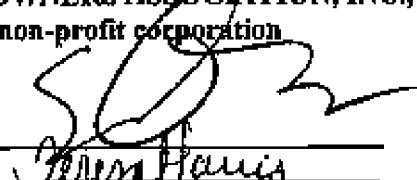

Teresa Harris

Exhibit A-3

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

**RESOLUTION OF THE
BOARD OF DIRECTORS REGARDING THE
INSPECTION AND COPYING OF BOOKS AND RECORDS**

STATE OF TEXAS §
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COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Preston Ridge Tyler Homeowners, Inc., a Texas non-profit corporation ("*Association*") keeps correct and complete books and records of account and minutes of the proceedings of its members and Board of Directors (collectively, the "*Association Records*") and,

WHEREAS the members of the Association shall have the right, during reasonable business hours, to inspect and obtain copies of the Association Records; and,

WHEREAS it is desirable to impose certain reasonable restrictions on the process of book and record inspecting and copying Association Records;

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established for the inspection and copying of Association Records:

1. An owner, or a person designated in writing by the owner as the owner's agent, attorney or certified public accountant may make a request to inspect or obtain copies of Association Records.
2. A request to inspect Association Records must be submitted in writing via certified mail, return receipt requested, to the Association and/or its duly authorized agent to the address reflected on the most current management certificate filed under Texas Property Code Section 209.004.
3. The request must identify with sufficient detail the Association Records requested and contain an election to either receive copies of identified Association Records or to inspect the Association Records requested. The Association's governing documents, its membership register, its books of account, and the minutes of the meetings of the members, the Board, and committees may be inspected.
4. The Association, within 10 business days from receipt of a request under paragraph 2, will provide as appropriate:
 - a. if an inspection is requested, written notice of dates during normal business hours during which Association Records requested, to the extent they are in the possession, custody or control of the Association, may be inspected, or

- b. if copies are requested, produce copies of the requested Association Records to the extent they are in the possession, custody or control of the Association (if prior payment for such records has been received), or if the Association is unable to produce the Association Records requested, which are in the possession, custody or control of the Association, written notice that it is unable to produce the records within the 10-day period and set forth a date, within 15 business days of the notice provided under this paragraph 4(iii), by which the Association Records will be made available for inspection to the owner.
5. The Association will send the requesting party an estimate of the costs to respond, compile, produce, and reproduce information requested. The Association shall require advance payment, in certified funds, of the estimated costs. The requesting party shall be responsible for any costs above the estimate and the full amount due will be added to the requesting party's account as an assessment if not paid in full upon request.
6. Persons requesting to inspect Association Records shall not disrupt the ordinary business activities of the office where Association Records are kept during the inspection.
7. Certain Association Records shall remain confidential and will not be provided in response to a request for copies or inspection of Association Records, to wit: violation histories of owners, owners' personal financial information (including records of assessment payment history), owners' contact information other than address, and Association personnel files. Association Records described in this paragraph 7 shall only be made available with the owner's written approval or a court orders the Association to release the information.
8. No original books or records may be removed from the premises without the express written consent of the Board.
9. Owners are responsible for the costs of producing and copying Association Records. Costs are \$.10 per page, \$.50 for oversize page, \$15.00 per hour for personnel time spent in responding to a request, overhead of 20% of personnel charge, and must be paid in advance. A personnel charge and overhead charge will not be made for complying with requests that are for 50 or fewer pages of paper records, unless the records are located in a remote storage facility or in two or more separate buildings. To the extent that retrieval of documents from a remote storage facility results in a charge, the Association shall charge the costs of such services to the requesting owner.
10. The Association is under no obligation to provide any additional information other than that which is required by law.

IT IS FURTHER RESOLVED that this Resolution replaces and supersedes, in all respects, all prior resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Resolution to be effective and executed by its duly authorized representative as of the March 4, 2025

**PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation**


By: 
Its: Jenna Hane

Exhibit A-4

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS
REGARDING THE DOCUMENT RETENTION POLICY**

STATE OF TEXAS §
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COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("*Association*") keeps correct and complete books and records of account and minutes of the proceedings of its members and Board; and,

WHEREAS the Board has determined that it would be in the best interests of the Association to provide a policy establishing guidelines for effectively managing the records of the Association in order to meet legal requirements for record retention and privacy protection, optimizing the use of space, minimizing the cost of record retention, and properly destroying outdated records; and,

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby establishes and adopts the following procedures to be observed in furtherance of the document retention policy of the Association:

1. Policy
 - a. It is the Association's policy to maintain complete, accurate and high-quality documents. Documents, defined below, are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this document retention and destruction policy ("*Policy*").
 - b. Documents that are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner.
 - c. The Manager is responsible for ensuring that Documents within his or her area of assigned responsibility are identified, retained, stored, protected, and subsequently disposed of, in accordance with the guidelines set forth in this Policy.
2. Compliance - This Policy is not intended to be exhaustive and accordingly, will be implemented to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state and local statutes and regulations and industry custom and practice.

3. **Board Members** - The Association does not require Board members to maintain any Documents. Board members, in their discretion, may dispose of Documents generated by the Association because the Association has maintained such Documents in the Official Files. However, if Board members receive Documents relating to the Association, which were not generated by the Association, or not received through the Association, Board members shall send the originals of such Documents to the Manager to be maintained in the Official Files.
4. **Annual Purge of Files**
 - a. The Manager and each Board member electing to maintain Documents may conduct an annual purge of files that are under their control.
 - b. When a member of the Board ceases to be a member, the Board member shall either destroy or turn over to the Manager, all Documents and files relating to the business of the Association. If the Documents and files are turned over, from that time forward, the Manager shall have the responsibility to conduct the annual purge of files maintained by the former Board member.
5. **Destruction Procedure**
 - a. If the Documents to be destroyed are of public record, it is recommended that they be recycled. If recycling is not possible, the Documents may be placed in a trash receptacle.
 - b. If the Documents to be destroyed are not of public record, they should be recycled if their confidentiality can be protected or they may be shredded, burned, chemically treated or otherwise made illegible.
6. **Certification** - Following the annual purge of files, the Manager, if requested by the Board, shall complete a Certification Letter directed to the Association's Board stating that all Documents under his or her control conform to the retention guidelines.
7. **Miscellaneous** - There may be immediate destruction of copies of any Document, regardless of age, provided that an original is maintained in the Official Files of the Association.
8. **Onset of Litigation** - Upon the institution of litigation, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. Therefore, at the direction of legal counsel, the Manager will advise the Board Members, and any other person who may maintain Association Documents, of the facts relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeal periods have expired. At the conclusion of

the litigation, the "hold" period will cease and the time periods provided in the Records Retention Schedule will be applied.

9. Definitions

- a. Document means any documentary material, that is generated or received by the Association in connection with transacting its business, is related to the Association's legal obligations, and is retained for any period of time. The term "Document" includes, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROM.
- b. Manager means the community manager of the Association.
- c. Official Files means the files maintained by the Manager of the Association. Legal documents and documents subject to the attorney-client privilege and the work product privilege maintained by the Association's legal counsel are not part of the "Official Files" of the Association.
- d. Permanent means that the retention period for that document is permanent.

10. Record Retention Schedule

- a. The retention periods identified with particular Documents are intended as guidelines. In particular circumstances, the Manager and Board Members have the discretion to determine that either a longer or shorter retention period is warranted.
- b. Although every conceivable Document is not listed below, the following list should serve as a basis for retention schedules for the Association's Documents.

RECORD RETENTION SCHEDULE

DOCUMENT TYPE		RETENTION OR TERMINATION PERIOD
Corporate Documents and Governing Instruments	Articles of Incorporation, Certificate of Formation, Bylaws, Restrictive Covenants, Resolutions, Policies, Committee Charters, Rules, Regulations, Guidelines, Dedicatory Instruments, All Amendments and Supplements, Plats/Maps, Easements, Annexation Records, Management Certificates	Permanent
	Insurance Policies, Records, Claims, Disbursements, Settlements	Permanent
	Easement Agreements	Permanent
	Voting Records, Proxies, Ballots, Sign-In Sheet	Four (4) years
	Property Deed for Common Areas	Permanent
	Committee Reports	Four (4) years
Financial Books and Records	Financial Sheets (Balance Statement, Income Statement, Statement of Liabilities), General, General Ledgers, Accounts Receivable, and Accounts Payable Ledgers, Aging Reports, Bank Statements, Approved Budgets, Vendor Invoices/Disbursements, Check Registers, Canceled Checks, Copies of Payments Received, Expense Reports, Investment Information, Signature Cards	Seven (7) years
	Loan Documents	Four (4) years after loan is discharged

Financial Books and Records (cont'd)	Workers' Compensation Records, Accident Reports and Insurance Claims for Workers' Compensation Claims	Permanent
	Depreciation Schedules	Life of Asset Plus Four (4) years
	Correspondence Relating to General Financial Matters	Four (4) years
Account Records of Current Owners	Owner Information, General Owner Correspondence, Violation Correspondence, Architectural Applications, Collection Correspondence, Legal Collection Correspondence, Dispute of Debt,	Period of Ownership Plus Five (5) years
	Architectural or ACC Applications/Submissions, Property Deed,	Period of Ownership Plus Five (5) years
	Judgments/Release of Judgment, Liens/Release of Liens, Law/Legal Correspondence Property Specific	Permanent
	Approved Architectural or ACC Applications/Submissions	Permanent
Vendor or Contract for Labor Records	Vendor Contracts	Four (4) years after the expiration of the contract term
	Bid Proposals/ Specifications (contracts not entered into by the Association)	Two (2) years
	Contract for Labor or Employment	Four (4) years after the expiration of the contract term
	Personnel files, if any including wage rates, job description, etc.	Permanent

Meetings of Owners and Board of Directors	Approved Minutes of Meetings of Owners and Board of Directors, including Executive Sessions	Seven (7) years
	Meeting Audio or Video Recording	If made, destroy prior to next meeting
Tax Returns and Audit Records	Federal, State, and State Franchise Tax Returns	Seven (7) years
	Financial Audits, IRS Notices/Federal Tax ID, Texas Notice of Franchise Exemption	Permanent
Professional Reports	Legal Opinions, Engineering/Structural Reports and other Professional Reports/Opinions	Permanent
	Lawsuits	Permanent
	Reserve Studies Relating to Study of Common Areas	Permanent
Miscellaneous Documents, Correspondence, Statements or Records		Seven (7) years

IT IS FURTHER RESOLVED that this Resolution replaces and supersedes, in all respects, all prior resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Resolution to be effective and executed by its duly authorized representative as of the March 4, 2025.

**PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation**


By: 
Its: Managing agent

Exhibit A- 5

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

**ARCHITECTURAL GUIDELINES FOR THE
INSTALLATION OF CERTAIN ROOFING MATERIALS**

(As provided in Chapter 202 of the Texas Property Code)

STATE OF TEXAS §
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COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("*Association*") is the entity responsible for the operation of the Association in accordance with and pursuant to that certain Declaration of Covenants, Conditions & Restrictions for Preston Ridge, recorded in the Official Public Records of Smith County, Texas, including any amendments or supplements thereto (collectively, the "*Declaration*"); and

WHEREAS, pursuant to the Declaration and Bylaws, the Board is authorized to adopt rules pertaining to the overall appearance of the Association; and

WHEREAS, the Board has determined the need to promulgate rules applicable to the appearance of Units in the Association in regard to roofing materials.

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby establishes and adopts the following guidelines regarding certain roofing materials of the Association:

1. Roofing shingles covered by these Guidelines are exclusively those designed primarily to:
 (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "*Roofing Shingles*").
2. Roofing Shingles allowed under these Guidelines shall:
 - a. resemble the shingles used or otherwise authorized for use in the Preston Ridge Tyler community;
 - b. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in the Preston Ridge Tyler community; and
 - c. match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.
3. An owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying, and demonstrating to the Architectural Control Committee ("*ACC*") that the proposed installation is in full compliance with paragraphs 1 and 2 above.

4. Roofing Shingles shall only be installed after receiving the written approval of the ACC.

These Guidelines are promulgated pursuant to and in accordance with Section 202.011 of the Texas Property Code addressing the Regulation of Certain Roofing Materials.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the March 4, 2025.

**PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation**

By: 

Its: Managing Agent

Exhibit A- 6

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

**ARCHITECTURAL GUIDELINES FOR THE
INSTALLATION OF SOLAR PANELS**

(As provided in Chapter 202 of the Texas Property Code)

STATE OF TEXAS §
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COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("*Association*") is the entity responsible for the operation of the Association in accordance with and pursuant to that certain Declaration of Covenants, Conditions & Restrictions for Preston Ridge, recorded in the Official Public Records of Smith County, Texas, including any amendments or supplements thereto (collectively, the "*Declaration*"); and

WHEREAS, pursuant to the Declaration and Bylaws, the Board is authorized to adopt rules pertaining to the overall appearance of the Association; and

WHEREAS, the Board has determined the need to promulgate rules applicable to the appearance of Units in the Association in regard to the installation of solar panels.

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby establishes and adopts the following guidelines regarding the installation of solar panels of the Association:

1. Solar energy devices, including any related equipment or system components (collectively, "*Solar Panels*") may only be installed after receiving the written approval of the Architectural Control Committee ("*ACC*").
2. Solar Panels may not be installed upon or within common area or any area which is maintained by Preston Ridge Tyler Homeowners Association, Inc. ("*Association*").
3. Solar Panels may only be installed on designated locations on the roof of a home, on any structure allowed under any Association dedicatory instrument, or within any fenced rear-yard or fence-in patio of the owner's property.
4. If located on the roof of a home, Solar Panels shall be located on the roof facing _____ unless the owner demonstrates that the location proposed by the owner increases the estimated annual energy production of the Solar Panels, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Panels if located in an area on the roof requested by the Association.

5. If located on the roof of a home, Solar Panels shall:
 - a. not extend higher than or beyond the roofline;
 - b. conform to the slope of the roof;
 - c. have a top edge that is parallel to the roofline; and
 - d. have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace and blends with the color of the roof to the greatest extent possible.
6. If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line.
7. The ACC may deny a request for the installation of Solar Panels if it determines, and such determination is reduced to writing, that the placement of the Solar Panels as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The owner may obtain the written approval of the proposed placement of the Solar Panels by all property owners of adjoining property. In this case, the ACC shall approve the installation should it meet all other requirements contained herein unless it determines that the placement substantially interferes with the use and enjoyment of land of persons other than adjoining landowners.
8. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the owner.
9. Solar Panels must be properly maintained at all times or removed by the owner.
10. Solar Panels which become non-functioning or inoperable must be removed by the owner of the property.
11. Solar Panels are prohibited if a Court determines that the installation thereof violates any law or threatens the public health or safety.

These Guidelines are promulgated pursuant to and in accordance with Section 202.010 of the Texas Property Code addressing the Regulation of Solar Energy Devices.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the March 4, 2025

PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: 
Its: Terrell Harris

Exhibit A- 7

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

GUIDELINES FOR STANDBY ELECTRIC GENERATORS

STATE OF TEXAS §
 §
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("*Association*") through Section 202.019 of the Texas Property Code allows owners in a property owners association the limited right to install and operate standby electric generators; and,

WHEREAS the Board has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding standby electric generators therein, it is appropriate for the Association to adopt guidelines regarding standby electric generators within the community; and,

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby establishes and adopts the following procedures to be observed in furtherance of the guidelines for standby electric generators of the Association:

1. These guidelines apply to standby electric generators as defined in Section 202.019 of the Texas Property Code. A standby electric generator means a device that converts mechanical energy to electrical energy and is: (1) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (2) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (3) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (4) rated for a generating capacity of less than seven kilowatts (collectively, "*Generator*").
2. Generators may not be installed or operated prior to approval by the Association pursuant to the Association's usual and customary policies and procedures set forth in its dedicatory instruments.
3. Generators shall be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
4. All liquefied petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
5. All fuel (includes natural gas, diesel fuel, biodiesel fuel and hydrogen fuel) and electrical connections shall be installed in accordance with applicable governmental health, safety, electrical, and building codes.

6. Non-integral Generator fuel tanks shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.
7. Any Generator and its electrical lines and fuel lines shall be maintained in good condition.
8. Any Generator, including its components, electrical lines, and fuel lines, shall be repaired, replaced, or removed if it becomes deteriorated or unsafe.
9. Generators shall be tested only between the hours of 9:00 a.m. and 6:00 p.m., and only consistent with the manufacturer's recommendations.
10. Other than testing, Generators shall not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electric power to the residence is not available or is intermittent due to other causes other than nonpayment for utility service to the residence.
11. Generators shall not be placed in the front yard of any residence.
12. A Generator shall be screened if it:
 - a. is visible from the street faced by the dwelling;
 - b. is located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association; or
 - c. is located in an unfenced side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.
13. Generators shall not be placed on property owned or maintained by the Association or owned in common by the Association's members, and no portion of the Generator may encroach on adjacent properties.
14. Generators may be installed only with advance approval of the Architectural Review Committee subject to these guidelines.
15. All electrical, plumbing, and fuel line connections must be installed only by licensed contractors. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.

To the extent these Guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these Guidelines shall control. These Guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of

the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the March 4, 2025.

PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation


By: 
Its: Managing Agent

Exhibit A- 8

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

ARCHITECTURAL GUIDELINES FOR DROUGHT RESISTANT LANDSCAPING

(As provided in Chapter 202 of the Texas Property Code)

STATE OF TEXAS §
 §
COUNTY OF SMITH §

Philosophy: Xeriscaping means using native and adaptive plants that can grow and sustain themselves with low water requirements and tolerate heat and drought conditions. Xeriscaping does not mean zero water and zero maintenance. Preston Ridge Tyler Homeowners Association, Inc., ("Association") will allow, subject to compliance with these rules, the use of drought-resistant landscaping and water conserving natural turf.

Approval for changes, plan submittal: Prior to initiating any change in the visible landscape, the Owner must submit plans and specifications detailing the proposed installation. The request must include a to-scale design plan, as well as details on the types of plants, the ground covers (including color and materials), the bordering material(s), the hardscape materials (including color), setbacks, irrigation system, and dimensions. (dimensions of beds, approximate size of plants, size of any rocks, and other such details.) It is recommended but not required that plans be drawn by a licensed landscape architect to increase the chance of approval of plans without changes being required. The Architectural Control Committee ("ACC") may request additional information or changes to the plans before final approval. Installation of any proposed xeric landscape may not begin until the ACC has approved the request.

Design requirements: Color and texture of the planted areas and inert areas are an important design aspect. Color and texture should be seen to flow neatly from one area of the yard to another. Extensive areas of "desert" or "barren" appearance must be avoided in order to preserve the aesthetic compatibility with the neighborhood. Large areas may not be composed of a single material; for example any areas of bare mulch must be interspersed with plants. The ACC may in its discretion prohibit water features, urns, and other man-made ornamentation. The xeriscape landscaping may not alter drainage patterns on a Lot, and owners must ensure that no crushed granite or other such runoff runs into a neighboring Lot or the street or the street.

Soils in xeriscape areas should either be altered to fit the plants, or plants selected to fit the soil. Efficient irrigations systems must be planned. Irrigation for xeriscapes zones must be different than for turf zones. Owners should select plants and zones in accordance with the amount of light, wind and moisture in the particular yard area. Organic mulches such as bark chips must be applied at least 3" deep and maintained at all times at least 2" deep. Inorganic mulches such as crushed rock must be applied at least 3" deep and maintained at all times at least 2" deep.

Turf Grass: At least 70% of the visible lawn area of the Lot must contain some form of sodded grass. The ACC has authority to modify the percentage by amendment of these Guidelines. The

exact requirement of the turf may vary from property to property and is dependent on the specific plan submitted.

Owners should consider replacing any "thirsty" turf grasses in place such as St. Augustine with turf that has lower water requirements.

Artificial turf is prohibited absent a variance from the ACC, which may be granted or denied in the sole discretion of the ACC. However, the ACC shall have no authority to approve artificial turf in any area between the front-most building line of a Lot and the street.

Plants: It is recommended to use plants adapted to the pH soil conditions created by the non-turf materials used, *i.e.*, don't use acid loving plants along with alkaline crushed limestone covering, whereas acid loving plants would do well with a ground hardwood mulch covering and native plants would do well with limestone or crushed granite. Sickly and dying plants must be promptly removed or replaced.

Hardscapes, rock, gravel, cactus: The ACC may prohibit or limit the size and number of hardscape items including boulders. The ACC may prohibit or limit the installation of rock ground cover (including gravel, and crushed stone). The ACC may prohibit or limit installation of cacti.

Borders: Non-turf planted areas must be bordered with an approved bordering material to define the xeriscaped area clearly from the turfed areas. Such areas must be maintained at all times (plants trimmed and thinned, planted areas weeded, and borders edged) to ensure an attractive appearance. No plants may encroach onto sidewalks, curbs, or streets.

Safety: No plant with thorns, spines, or sharp edges may be used within 6' of the sidewalk or street.

Maintenance: Xeric landscapes are subject to the same requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Xeriscape designs are not intended to be "zero maintenance"; in fact they often require more effort than turf throughout the year. Plants must be trimmed and beds must be kept weed-free and borders must be edged. Leaves and other debris must be removed on a regular basis so as to maintain a neat and attractive appearance. Perennials which die back during winter must be cut back to remove dead materials during winter. This includes most ornamental grasses and other flowering perennials which go dormant to the ground in winter.

These Guidelines are promulgated pursuant to and in accordance with Section 202.007 of the Texas Property Code.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the March 4, 2025

PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation


By: 
Its: Managing agent

Exhibit A- 9

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

**PROCEDURES FOR INFORMING OWNERS OF
ARCHITECTURAL DECISIONS
AND
EXERCISING THE RIGHT TO APPEAL
ARCHITECTURAL DECISIONS TO THE BOARD OF DIRECTORS**

STATE OF TEXAS §
 §
COUNTY OF SMITH §

- (1) These Procedures outline and set forth the owner's opportunity to request a hearing after receipt of the architectural review authority's decision to deny an architectural application to the Board of Directors ("*Board*") of Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("*Association*").
- (2) A decision by the architectural review authority denying or disapproving an architectural application must –
 - a. be provided to the owner in writing by certified mail, hand delivery, or electronic delivery;
 - b. describe the basis for the denial or disapproval in reasonable detail and changes, if any, to the application or proposed improvements required as a condition to approval;
 - c. inform the owner of the right to either:
 - i. submit a modified application to the architectural review authority with the changes proposed by the architectural review authority on or before the thirtieth (30th) day after the date the decision notice is mailed, delivered or sent by electronic delivery to the owner; and
 - ii. request a hearing before the Board of Directors ("*Board*") on or before the thirtieth (30th) day after the date of decision notice is mailed, delivered or sent by electronic delivery to the owner.
- (3) If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the notice, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association shall notify the owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The hearing notice may be provided to the owner in writing by certified mail, hand delivery, or electronic delivery. Only one (1) hearing is required after the architectural review authority denies or disapproves the initial application.
- (4) 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.

Additional postponements may only be granted by agreement of the parties. The owner's presence is not required to hold a hearing under this paragraph. The Association or owner may make an audio recording of the hearing.

- (5) During the hearing, the Board (or designated representative) and the owner (or designated representative) will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's architectural application, and the changes, if any, requested by the architectural review authority in the notice.
- (6) The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Declaration.

IT IS FURTHER RESOLVED that these Procedures replace and supersede, in all respects, all prior guidelines and procedures until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Procedures to be effective and executed by its duly authorized representative as of the March 4, 2025

**PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation**

By: 

Its: Managing Member

Exhibit A-10

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.
POLICY RESOLUTION OF THE BOARD OF DIRECTORS
ESTABLISHING CRITERIA
FOR
OBTAINING BIDS OR PROPOSALS FOR CERTAIN CONTRACTS

STATE OF TEXAS §
 §
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("*Association*") is the entity responsible for the operation of Preston Ridge Tyler Homeowners Association, Inc. ("*Association*") in accordance with and pursuant to that certain Declaration of Covenants, Conditions & Restrictions for Preston Ridge, recorded in the Official Public Records of Smith County, Texas, including any amendments or supplements thereto (collectively, the "*Declaration*"); and

WHEREAS, pursuant to the Declaration the Board is authorized to enter into contracts for goods or services on behalf of the Association; and

WHEREAS, the Board has determined the need to promulgate criteria for obtaining proposals or bids for certain contracts on behalf of the Association; and

WHEREAS, the Criteria for Obtaining Bids or Proposals for Certain Contracts, attached hereto as Exhibit "1", as authorized by the Declaration and the Bylaws, were approved by the Board duly introduced, seconded, and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the Board has resolved to adopt, and does hereby adopt, the Criteria for Obtaining Bids or Proposals for Certain Contracts attached hereto as Exhibit "1".

IT IS FURTHER RESOLVED that such Criteria for Obtaining Bids or Proposals for Certain Contracts shall be filed of record in the Official Public Records of Smith County, Texas, and shall be posted on the Association's website.

IN WITNESS WHEREOF, the Board has caused this Policy to be effective and executed
by its duly authorized representative as of the March 4, 2025

PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: 

Its: Managing member

EXHIBIT " 1 "

CRITERIA FOR SOLICITING BIDS OR PROPOSALS FOR CERTAIN CONTRACTS

The following shall apply to service contracts in excess of \$50,000 ("*Qualifying Contracts*"). Contracts entered into by the Association which are not Qualifying Contracts are exempt from the criteria set forth below except as otherwise provided by law. The scope of any request for proposal shall be determined by the Board. The following shall constitute the criteria ("*Criteria*") for soliciting bids or proposals for Qualifying Contracts:

- The Association may enter into an enforceable Qualifying Contract with a current Board member, a person related to a current Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current Board member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent of profits (collectively, an "*Interested Director*") only if the following conditions are satisfied:
 - (1) the Interested Director bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Board member, relative, or company, if reasonably available in the community;
 - (2) the Interested Director:
 - (a) is not given access to the other bids;
 - (b) does not participate in any Board discussion regarding the contract; and
 - (c) does not vote on the award of the contract;
 - (3) the material facts regarding the relationship or interest of the Interested Director with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members other than the Interested Director; and
 - (4) the Board certifies that the other requirements contained herein have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Qualifying Contract.
- Qualifying Contracts, regardless of whether an Interested Director is involved, shall be solicited, if required herein, as follows:

- (1) The Board may determine, in its reasonable discretion, to seek two or more bids or proposals for Qualifying Contracts to the extent bids or proposals are reasonably available in the community.
- (2) The Board, when seeking bids or proposals for Qualifying Contracts, shall determine the extent and scope of any corresponding request for proposal and may engage a third-party to assist in preparing the request for proposal.
- (3) Qualifying Contracts in effect for six years or less from the date this Criteria is approved by the Board may be renewed automatically as determined by the Board, in its reasonable discretion, without seeking bids or proposals.
- (4) Any Qualifying Contract which has been in effect for a period of at least six years following the date this Criteria is approved by the Board must be put out for bid as provided herein.
- (5) Notwithstanding the foregoing, the Board reserves the right to seek and obtain bids for Qualifying Contracts at any time it deems is in the best interest of the Association.

Exhibit A-1 1

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

**GUIDELINES FOR THE
INSTALLATION OF SWIMMING POOL ENCLOSURES**

STATE OF TEXAS §
 §
COUNTY OF SMITH §

1. A "*Swimming Pool Enclosure*," as used herein shall mean and refer to a fence that surrounds a water feature, including a swimming pool or a spa, installed as a safety measure to prevent accidental drownings of children.
2. A Swimming Pool Enclosure may not be installed upon or within common area or any area which owned or maintained by Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("*Association*").
3. The Swimming Pool Enclosure may be installed after receiving written approval from the Association's architectural review authority. The submittal shall include a pictorial design of the Swimming Pool Enclosure which includes, at a minimum, the height of the fence and the colors of all materials.
4. To be approved, the Swimming Pool Enclosure:
 - a. may not exceed six feet (6') in height;
 - b. may not include, as part of the design, any aspect or feature which would allow a child to climb on, up or over the fence;
 - c. may consist of black metal frames; and
 - d. may consist of clear plastic panels or black transparent mesh.
5. The owner is solely responsible, to the exclusion of the Association, to ensure that all aspects of the Swimming Pool Enclosure function properly to effectuate its intended purpose as a safety measure to prevent accidental drownings of children.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the March 4, 2025.

PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: 

Its: Managing Member

Exhibit A-12

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

**GUIDELINES FOR THE
DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS §
 §
COUNTY OF SMITH §

- (1) These Guidelines are promulgated pursuant to Section 202.018 of the Texas Property Code and outline the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy.
- (2) An owner may display or affix on owner's or resident's property or dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.¹
- (3) If displaying or affixing of a religious item on the owner's or resident's property or dwelling violates any of the following covenants, then Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("*Association*") may remove or require the removal of the item(s) displayed that –
 - (a) threaten the public health or safety;
 - (b) violate a law other than a law prohibiting the display of religious speech;
 - (c) contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
 - (d) is in a location other than the owner's or resident's property or dwelling, *i.e.*, installed on property owned or maintained by the Association, or owned in common by two or more members of the Association;
 - (e) is located in violation of any applicable building line, right-of-way, setback, or easement; or
 - (f) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
- (4) Display Parameters:
 - a. All religious displays must be located within 5' of the dwelling's frontmost building line (*i.e.*, within 5' of the front facade of the dwelling.)
 - b. Displays may not be located within building setbacks.
 - c. No portion of the display may extend above the lowest point of the dwelling's front roof line.

¹ For purposes of these Guidelines, a sincere religious belief relates to the faithful devotion to a god or gods, the supernatural or belief that addresses fundamental and ultimate questions having to do with deep and imponderable matters. A religion is comprehensive in nature; it consists of a belief-system as opposed to an isolated teaching. Religious displays are different than signs or other figures related to a cause.

- d. All displays must be kept in good repair.
- e. Displays may not exceed 5' in height x 3' in width x 3' in depth.
- f. The number of displays is limited to three (3).
- g. This paragraph 4 shall not apply to seasonal religious holiday decorations as described in paragraph 5.
- h. All religious item displays other than seasonal religious displays must receive prior approval from the Association's architectural reviewing body prior to installation, except for displays on any exterior door or door frame of the home that are 25 square inches or smaller. For example, and without limitation, no prior permission is required from the Association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the dwelling's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), then the approval must be received from the Board of Directors.

- (5) Seasonal Religious Holiday Decorations. Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board of Directors has the sole discretion to determine what items qualify as seasonal religious holiday decorations. Unless otherwise provided by the Declaration, seasonal religious holiday decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the March 4, 2025

PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: 

Its: Marta Lopez member

Exhibit A-13

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

GUIDELINES FOR SECURITY MEASURES

STATE OF TEXAS §
 §
 COUNTY OF SMITH §

- (1) These Guidelines are promulgated pursuant to Section 202.023 of the Texas Property Code and outline the restrictions applicable to the construction or installation of security measures, including but not limited to a security camera, motion detector, or perimeter fence, by owners.
- (2) Owners may install or build security measures on their lot for the purpose of deterring criminal acts or to increase personal security while adhering to and promoting the design, harmony, and aesthetics of the subdivision. Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("Association") shall have the sole and absolute discretion in determining whether an item or improvement is a reasonable security measure subject to the allowances provided by these Guidelines.
- (3) Cameras/Motion Detectors. Owners may place cameras and motion detectors on their lot for security measures, not on the lot of any other owner, and not on any Association property. Cameras shall be used for the primary purpose of capturing images of the lot on which the camera is installed and shall not unreasonably interfere with the use and enjoyment of any neighbor's lot or Association property. Camera use will be limited to situations that do not violate the reasonable expectation of privacy as defined by law.
- (4) Perimeter Fencing. Plans and specifications, including an application for the installation of a perimeter fence, will not be reviewed or approved by the Association's architectural review authority *unless* accompanied by: (i) the drawing showing materials, dimensions and location submitted in order to obtain a permit; and (ii) a permit issued by the City or other applicable municipal authority allowing the installation. Perimeter fencing is permitted by the Association as a security measure and must be ground-mounted on the boundary line of the owner's lot and installed in a contiguous manner around the entirety of the lot boundaries. Perimeter fencing shall not exceed six feet (6') in height or be lower than four feet (4') in height. A gate in a perimeter fence is for all purposes considered part of the fence. The Association may prohibit fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the architectural review authority. Perimeter fencing shall not consist of any barbed wire, razor wire, including board-on-board or solid fencing. Electrically charged fencing is prohibited. The construction requirements for the original or existing fencing (located in or enclosing the backyard areas) are not replaced or superseded by these Guidelines.
- (5) Plans and Specifications. Prior to installation of any security measure, the owner must submit plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements

on the lot. Plans must be submitted to the architectural review authority, and the owner must receive prior written approval prior to installation of any security measures. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural review authority. The architectural review authority may require the use of, or prohibit, specific materials, colors, and designs and may require a specific location(s) for the security measure. An owner who builds or installs a security measure must ensure that compliance with all laws, ordinances and codes. An approval of an application for a security measure by the architectural review authority is not a guaranty or representation of compliance with any laws, ordinances, codes or drainage requirements, and the owner assumes all risks, expenses and liabilities associated with safety measures built or installed, including, but not limited to, the city or county requiring the removal of perimeter fencing for any reason.

- (6) AN APPROVAL OF AN APPLICATION FOR A SECURITY MEASURE BY THE ARCHITECTURAL REVIEW AUTHORITY SHALL IN NO WAY BE CONSIDERED OR CONSTRUED THAT THE ASSOCIATION OR ITS ARCHITECTURAL REVIEW AUTHORITY ARE INSURERS OR GUARANTORS OF SECURITY OR SAFETY OF PERSONS, PROPERTY OR POTENTIAL CRIMINAL ACTIVITY. FURTHER, NEITHER THE ASSOCIATION NOR ITS ARCHITECTURAL REVIEW AUTHORITY SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE OR INEFFECTIVENESS OF THE OWNER'S SECURITY MEASURE(S).
- (7) Any security measure built or installed must be properly maintained, kept in good repair, and not permitted to go into a state of disrepair or become an eyesore, as determined in the sole and absolute discretion of the Board of Directors.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the March 4, 2025.

PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: 

Its: Managing member

Exhibit A-14

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

**POLICY ESTABLISHING THE COMPOSITION OF THE
ARCHITECTURAL REVIEW AUTHORITY**

STATE OF TEXAS §
 §
COUNTY OF SMITH §

- (1) This Policy controls and prevails over the terms in the Declaration in order to comply with an overriding statutory mandate pursuant to Section 209.00505 of the Texas Property Code.
- (2) Notwithstanding any provision contained in the Declaration to the contrary, this instrument outlines and describes how the architectural review authority of Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("*Association*") may be constituted.
- (3) A person may not be appointed or elected to serve on the architectural review authority if the person is –
 - a. a current board member;
 - b. a current board member's spouse; or
 - c. a person residing in a current board member's household.
- (4) Any member of the Board of Directors is authorized to attend a meeting of the architectural review authority as a Board liaison with no voting rights.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes, in all respects, all prior policies and resolutions addressing the same by the Association, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Policy to be effective and executed by its duly authorized representative as of the March 4, 2025.

**PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation**

By: 
Its: Managing Member

Exhibit A-15

PRESTON RIDGE TYLER HOMEOWNERS ASSOCIATION, INC.

**POLICY REGARDING THE COLLECTION AND PAYMENT
OF
ASSESSMENTS AND OTHER CHARGES AND FEES**

STATE OF TEXAS §
 §
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("*Association*"), is empowered to govern the affairs of the Association pursuant to the Declaration and the Texas Business Organizations Code; and

WHEREAS, the Board, on behalf of the Association, has determined that there is a need to adopt or amend a specific collection policy ("*Policy*") on the collection and payment of assessments¹ and other charges and fees owed to the Association pursuant to the Declaration; and

WHEREAS, it is the intent that this Policy shall rescind, amend, and restate all prior policies adopted by the Association governing the collection of assessments, shall be applicable to all Members² of the Association, and shall remain in effect until otherwise rescinded, modified, or amended by the Board pursuant to the governing documents.

NOW, THEREFORE BE IT RESOLVED THAT, the following Policy on the collection and payment of assessments and other charges and fees owed by the Members pursuant to the Declaration is hereby adopted by the Board:

Due Date for Assessment – Assessments are billed annually and are due on a pro-rata basis on the 1st day of each month year ("*Due Date*").

Delinquency Date for Assessment – Any assessment not paid by 5:00 p.m., on the 5th day of the aforementioned month in the "Due Date for Assessment" shall be delinquent ("*Delinquency Date*").

Late Charges, Handling Fees, and Interest – Any assessment, fine, or charge not paid by the Delinquency Date shall result in the imposition of a late charge. In addition to an administrative charge (if applicable), a late charge of not less than \$25.00 may be imposed each month in which an account reflects an unpaid assessment balance until paid in full. The late interest charge shall be in the amount of eighteen percent (18%) per annum.

¹ The term "assessments" may include, as authorized by the Declaration, special assessments, specific assessments, individual assessments, initiation assessments, yard assessments, capital improvement assessments, and other sums assessed against any Lot. The Board may establish alternate payment schedules for certain assessments.

² The terms "Members" and "Owners" are used interchangeably in this Policy.

Returned Check Fees – A fee of not less than \$30.00 may be levied by the Association for any check returned to the Association marked “not sufficient funds” or the equivalent. Such amount shall be in addition to any charges made by the bank due to the dishonored check. Notwithstanding this provision, the Association may elect to pursue additional remedies at any time in accordance with applicable law. In addition, if two (2) or more of a Member’s checks are returned unpaid by the bank within any 12-month period, the Association may require that all of the Member’s future payments, for a period of one (1) year, be made by certified check or money order.

Lock Boxes – The Association may establish a lock box for receipt of all payments from Owners. PAYMENTS MADE TO A LOCK BOX ARE DEPOSITED IN THE ASSOCIATION’S BANK ACCOUNT WITHOUT REGARD TO COMMUNICATIONS OR OTHER NOTICES ENCLOSED WITH OR STATED ON THE PAYMENT. ANY NOTICE OR COMMUNICATION (INCLUDING, WITHOUT LIMITATION, A DISPUTE OF THE DEBT) ENCLOSED WITH OR STATED ON THE PAYMENT TO THE LOCKBOX WILL BE INEFFECTIVE AND NOT BINDING ON THE ASSOCIATION. ANY DISPUTE OF AN ASSESSMENT OR RELATED CHARGE, ANY PROPOSED TENDER OF AN AMOUNT OF LESS THAN PAYMENT OF THE ENTIRE AMOUNT CLAIMED TO BE DUE BY THE ASSOCIATION INTENDED TO SATISFY THE OWNER’S DEBT IN FULL, OR ANY CHANGE IN THE IDENTITY, STATUS OR ADDRESS OF AN OWNER, TO BE VALID, MUST BE IN WRITING, AND SENT TO THE ASSOCIATION’S MANAGING AGENT AT THE ADDRESS SET FORTH IN THE MOST RECENTLY FILED MANAGEMENT CERTIFICATE. THE ACT OF CASHING A CHECK RECEIVED FROM AN OWNER BY THE ASSOCIATION DOES NOT CONSTITUTE AN ACCEPTANCE OF THAT AMOUNT AS PAID IN FULL, WHETHER OR NOT THE OWNER HAS NOTATED THAT SUCH AMOUNT MAKES THE ACCOUNT “PAID IN FULL”. THE ASSOCIATION RESERVES THE RIGHT TO ACCEPT PARTIAL PAYMENTS AND WILL NOTIFY THE OWNER OF ANY ADDITIONAL AMOUNTS OWED ALONG WITH A DUE DATE FOR THE REMAINDER OF THAT BALANCE.

Ownership Records – All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both. It is the responsibility of the Owner to update the Association with regards to any address, telephone number, or e-mail address changes.

Notification of Owner’s Representative – 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 that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

MAILINGS AND ACTION STEPS

The Association shall take the following actions to collect any assessment, fine, or charge not paid by the Delinquency Date, unless otherwise directed by the Board. In addition to the above-described collection expenses, the Owner is responsible for all administrative expenses incurred in collecting the delinquent amount. Collectively, these actions shall be referred to herein as the "Collection Steps":

Reminder Statement of Account – A Reminder Statement of Account or notice of delinquency will be mailed after any assessment becomes delinquent. The Reminder Statement of Account must be provided by first class mail to the Owner's last known mailing address or by email, if an email address has been provided by the Owner.

Association Demand Letter – An Association Demand Letter will be mailed no earlier than 30 days *after* the Reminder Statement of Account is mailed. The Association Demand Letter shall: (i) be sent via Certified Mail and First-Class U.S. Mail; (ii) specify each delinquent amount and the total amount of the payment required to make the account current; (iii) provide a period of at least 45 days to bring the account current; and (iv) provide information relative to the availability of a payment plan.

Attorney Demand Letter – If no payment is received, an Attorney Demand Letter will be mailed no earlier than 45 days *after* the Association Demand Letter is sent.

Notice of Assessment Lien or Unpaid Lien – If no payment is further received, a Second Attorney Demand Letter will be mailed and a Notice of Assessment Lien or similarly titled instrument will be filed with the office of the county clerk, no earlier than 30 days after the initial Attorney Demand Letter is sent.

The Notice of Lien may not be filed until at least 90 days *after* the date of the Association Demand Letter is sent to the Owner.

Inferior Lien Notice of Default and Opportunity to Cure.

If there is subordinate Deed of Trust lien on the property of the Owner, then the attorney will also:

- (a) provide written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and
- (b) provide the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the recipient receives the notice.

Foreclosure Proceedings – Foreclosure proceedings will be initiated as approved by the Board. In the event the Member fails to cure the delinquency, the Board may direct the attorney to pursue

foreclosure of the lien. In any foreclosure proceedings, the Member shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, the attorney may commence expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure.

Judicial Foreclosure. The Association may file suit for judicial foreclosure of the assessment lien, which suit may also seek a personal money judgment.

Lawsuit for Money Judgment – The Association may file suit for a money judgment in any court of competent jurisdiction.

Bankruptcy – Upon notification of a petition in bankruptcy, the Association may refer the account to the attorney.

Remedies Not Exclusive – All rights and remedies provided in this Policy are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

Delegation of Collection Procedures – From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to Management, an attorney, or a debt collector.

SUSPENSION OF PRIVILEGES

If applicable, the Association Demand Letter shall inform the Member that if the delinquency is not cured or the Member fails to deliver a timely written request for a hearing with the Board to discuss and verify facts and attempt to resolve the matter, the Association may suspend the Member's common area/amenity use privileges. The Board may suspend the Member's right to use the recreational facilities within the common areas and/or suspend any other services provided by the Association. This includes, but is not limited to, the Member's right to use, as applicable, the community swimming pool, the amenity/community center, and pavilion area as well as the Member's right to participate in Association-sponsored events.

PAYMENT APPLICATION POLICY

Except as otherwise provided for and authorized by law, any payment received by the Association from a Member whose account reflects an unpaid balance shall be applied to the outstanding balance in the following order:

1. Any delinquent Assessment;
2. Any current Assessment;
3. Cost of collection, including attorney's fees and any other charges that could serve as the basis for foreclosure;

4. Any attorney's fees which were not incurred to collect assessments;
5. Violations fines; and
6. Any other amount owed the Association.

PAYMENT PLANS

It is the intention of the Association to work with Members who have a legitimate reason and/or hardship interfering with their ability to satisfy their obligation to pay assessments to the Association, without penalizing those Members who make their payments on time. Therefore, in an effort to assist these Members in the payment of their assessments to the Association, a Member shall have the right to enter into a Payment Plan Agreement:

1. Assessments that become due during the term of the Payment Plan Agreement must also be included and be paid as part of the payment plan.
2. The Payment Plan Agreement must include the total debt to the Association including late fees, interest, fines, collection costs, and the costs incurred by the Association to prepare the Payment Plan Agreement. Additional costs associated with administering the Payment Plan Agreement and interest on the unpaid balance on the Member's account will be added to the Member's account during the term of the Payment Plan Agreement. During the term of the Payment Plan Agreement, late charges shall accrue but shall be suspended and not added to the Member's account.
3. There shall be no waiver of any charges on the Member's account.
4. To be eligible for the payment plan, the Member must not have defaulted on a prior Payment Plan Agreement within the two (2) year period preceding the request for a payment plan.
5. The Payment Plan Agreement must contain a schedule setting forth the date each payment is required to be made under the Payment Plan Agreement ("*Schedule Due Date*"), as well as the amount of each payment, and all payments must be received on or before the Scheduled Due Date.
6. The minimum payment schedule term is three (3) months and the maximum payment schedule term is eighteen (18) months with equal payments.
7. Any Payment Plan Agreement approved *after* the foreclosure sale proceedings have been commenced may include delivery of a percentage, as determined by the Association, of the outstanding balance payable in certified funds.
8. All violations of the Declaration must be resolved by the Member prior to engaging in a payment plan.

Should the Member default or otherwise violate their Payment Plan Agreement:

1. The Association's Collection Steps shall be reinstated at the point of interruption when the Payment Plan Agreement was entered into by both parties.
2. All suspended and accrued late fees shall be reinstated to the Member's account.
3. The Member's unpaid balance shall become immediately due and payable.

Any payments received after the breach of an approved Payment Plan Agreement shall be applied as set forth in the Declaration.

FEE WAIVER REQUEST

It is the intention of the Board to work with Members who have a legitimate reason for making a late payment, but not to the detriment of Members who make their payments on time. The Board recognizes that extenuating circumstances may prevent a Member from paying assessments before they become delinquent. Therefore, the Board may grant a waiver to the payment of a portion of the fees owed due to delinquent assessments (*i.e.*, late fees or charges, collection fees, or interest charges) owed by a Member subject to the following limitations:

1. Requests for waivers shall not be granted for any assessment, out of pocket collection costs to the Association, *i.e.*, demand letters, attorney fees, other collection expenses, etc.
2. Requests for waivers shall not be granted to any Member who has previously received such a waiver within the past 24 months.
3. Requests for waivers shall not be granted to any Member who has defaulted on a previously approved Payment Plan Agreement.
4. All approved waivers will be subject to the Member's unpaid balance being received within five (5) business days of the date the waiver approval was communicated to the Member. If a Member is unable to pay the unpaid balance within this time-period, the waiver will be denied but the Member will be allowed the opportunity to request a payment plan, if eligible under the terms of this Policy.
5. Late fees or other waived charges shall not be removed from the Member's account until the Member's final payment has been received and cleared.

PARTIAL OR CONDITIONED PAYMENT

The Association may refuse to accept partial payments (*i.e.*, less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly return or refund the payment to the payer. A payment that is not returned or refunded to the payer within 30 days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent assessments does not waive the Association's right to pursue or continue pursuing its remedies for payment in full of all outstanding obligations.

DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning subscribed to such terms in the Declaration.

CONFLICT

Notwithstanding the foregoing, no term or provision contained herein shall amend the Declaration. In the case of any conflict between this Policy and the Declaration, the Declaration shall control.

INDEPENDENT JUDGMENT

Notwithstanding the contents of this Policy, the officers, directors, managing agent or community manager, and the attorney of the Association may exercise their independent, collective, and respective judgment in applying this Policy.

VERIFICATION OF INDEBTEDNESS AND COMPLIANCE WITH THE SOLDIERS' AND SAILORS' CIVIL RELIEF ACT

For so long as the collection of assessments may be subject to the requirements of the Fair Debt Collection Practices Act ("FDCPA"), all communications from Management and the attorney will include such required notices as are prescribed by the FDCPA, the Soldiers and Sailors Relief Act ("SCRA"), and the Texas Property Code. Furthermore, where an Owner requests verification of the indebtedness, Management will, upon notification of the Owner's request, supply such verification before any further collection action is taken with respect to such Owner. The exercise of the collection rights of the Association regarding assessments will in all ways comply with the FDCPA, the SCRA, and the Texas Property Code, to the extent such acts may apply.

SEVERABILITY AND LEGAL INTERPRETATION

In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes, in all respects, all prior policies and resolutions addressing the collection of assessments by the Association, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Policy to be effective and executed by its duly authorized representative as of the March 4, 2026

**PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation**

By: 

Its: Mortgage Member

Exhibit A-16

**COVENANT ENFORCEMENT AND FINE POLICY
FOR
PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Preston Ridge Tyler Homeowners Association, Inc., a Texas non-profit corporation ("*Association*"), is empowered to govern the affairs of the Association pursuant to the Declaration and the Texas Business Organizations Code; and

WHEREAS, the Declaration affects certain parcels or tracts of real property in the City of Tyler, Smith County, State of Texas ("*Property*"); and

WHEREAS, pursuant to authority set forth in the Declaration and Bylaws, the Association, acting by and through the Board, has the authority to enforce the provisions of the Declaration, the power to promulgate and enforce the provisions of the Declaration, including establishing and imposing reasonable monetary fines or penalties for the violation of the Association's dedicatory instruments, including, but not limited to, the Declaration, the Bylaws, rules and regulations, policies, resolutions, or design/architectural guidelines (collectively, the "*Governing Documents*"); and

WHEREAS, the Board has authority pursuant to the Governing Documents to determine, in its reasonable discretion, the manner in which violations of the Governing Documents are to be remedied; and

WHEREAS, the Board has and does hereby find the need to establish rules, regulations, and procedures for the enforcement of the restrictions contained in the Governing Documents and for the elimination of violations which may be found to exist within the Property.

NOW THEREFORE, IT IS RESOLVED that the following rules, regulations, and procedures relative to the operation of the Association are hereby established for the enforcement of violations of the Governing Documents and for the elimination of such violations found to exist in, on or about the Property (hereinafter referred to as the "*Enforcement Policy*").

1. Establishment of a Violation.

a. Failure to Obtain Prior Approval. Any additions, improvements, modifications, and/or repairs of any kind or nature erected, placed, or altered on any Lot which (i) requires the prior approval of the improvement by the Architectural Control Committee (the "ACC" as defined in the Declaration) and (ii) has not been first approved by the ACC is deemed a "Violation" under this Enforcement Policy for all purposes.

b. Failure to Abide by the Governing Documents.

(i) Any construction, alteration or modification to any improvement on a Lot which does not in all respects conform to that which has been so approved or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the Governing Documents is also deemed a "Violation" under this Enforcement Policy for all purposes.

(ii) Any violation of the Governing Documents or noncompliance of a deed restriction covenant is deemed a "Violation" under this Enforcement Policy for all purposes.

c. Common Violations. Exemplar violations are outlined in Exhibit 1 titled "Common Violations". This is not an exhaustive list of Violations.

2. Notification.

a. Initial Notice (Courtesy Notice). Upon verification of the existence of a Violation by the Association or management company representative ("*Management*") of the Association, the Association may send to the Owner a written notice of the existence of the Violation ("*Initial/Courtesy Notice*"). The Initial/Courtesy Notice will generally inform the Owner of the following:

- (i) The nature, description, and location of the Violation; and
- (ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within fourteen (14) days^{1,2} of the date of the Initial/Courtesy Notice to avoid further enforcement measures; and
- (iii) A statement that if the Violation has already been cured, remedied, corrected, or plans and specifications for the subject improvement have been submitted to the ACC, to disregard the notice.

¹ For purposes of this Enforcement Policy, the term "days" shall mean calendar days.

² The Board may require certain Violations be cured within three (3) days from the date of the letter.

The Association may, but is under no obligation, send one (1) or more Initial/Courtesy Notice(s). In addition to first-class mail, the Initial/Courtesy Notice may also be sent by electronic mail, if an electronic mail address has been provided by the Owner.

b. **Notice of Violation.** If the Owner has (i) failed to submit plans and specifications for the offending improvement or modification to the ACC, or the ACC has denied the approval of plans and specifications initially submitted, and/or (ii) the Violation is continuing, then no earlier than fourteen (14) days from the date of the Initial/Courtesy Notice, the Association shall send to the Owner written notice ("*Notice of Violation*") informing the Owner of the following:

- (i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated by a specific date (not number of days), no further action will be taken; and
- (ii) Notification that if the Violation is not corrected or eliminated by the date specified in 2(b)(i), any attorney's fees incurred by the Association in eliminating or abating the Violation, and any violation fines imposed as determined by the Board, shall be charged to the Owner's account; and
- (iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation; and
- (iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the ACC; and
- (v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Enforcement Policy; and
- (vi) In the event the Violation is deemed to be an incurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose an immediate fine. The following are examples of acts considered incurable: (1) shooting fireworks or discharging a firearm; (2) an act constituting a threat to health or safety; (3) a noise violation that is not ongoing; (4) damaging Association property, including the removal or alteration of landscape; and (5) holding a garage sale or other event prohibited by a dedicatory instrument; and
- (vii) His/her right to assert and protect his/her rights as a member of the Armed Forces of the United States. The protected individual or family member

shall send written notice of the active-duty military service to the sender of the Notice of Violation immediately; and

- (viii) Advise the Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30th) day after the Notice of Violation is mailed, i.e., thirty-three (33) days after the date of the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board.

The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail. The Owner shall be responsible for administrative and postage fee expenses in delivering notices under this Enforcement Policy. In addition to foregoing delivery methods, the Notice of Violation may also be sent by electronic mail, if an electronic mail address has been provided by the Owner. It is the responsibility of the Owner to update the Association with regards to any address, telephone number, or electronic mail address changes.

c. **Failure to Remedy and Notice of Fine.** Failure to either (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Lot within fourteen (14) days of the date of the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy including, but without limitation, the recording in the County Clerk's office, of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. The Association may send, but is under no obligation, a notice to the Owner in the form of a formal written notice of fine ("*Notice of Fine*") informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "*Notice of Fine Date*."

d. **Fine Structure.** Unless otherwise provided herein, any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$500.00 as determined by the Board and an Initial Fine of not less than \$50.00 may be imposed for failure to remedy or cure the Violation. In the event the Owner fails to respond or comply by remedying or curing the Violation within fourteen (14) days after the Initial Fine, additional fines may be imposed as follows:

<u>Curable Violations</u>	
Initial Fine	\$50.00
Second Fine	\$100.00
Third Fine	\$200.00
Fourth and Subsequent Fines	\$400.00
<u>Uncurable Violations and Violations</u>	

Which Pose a Threat to Public Health or Safety	
Fine	amount not to exceed \$2,000.00
Unapproved ACC Modifications	
Initial Fine	\$100.00
Second Fine	\$200.00
Third Fine	\$400.00
Fourth and Subsequent Fines	\$500.00

Fines and the frequency of fines, are to be determined by the Board, may be imposed every day that the Violation continues to exist after the Notice of Fine date. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The Owner may be notified by the Association in writing of the amount of fines accrued to Owner's account. The Board may modify, from time to time, the schedule of fines. The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the Violation(s).

3. **Right to a Hearing Before the Board of Directors.** If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the Notice of Violation, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The notice of hearing may be sent by electronic mail, if an electronic mail address has been provided by the Owner, first-class mail, and/or certified mail. 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. Additional postponements may only be granted by agreement of the parties. The Owner's presence is not required to hold a hearing under this paragraph. The Association or Owner may make an audio recording of the hearing.

Not later than ten (10) days before the Board holds a hearing, the Association shall provide to the Owner a packet containing all documents, photographs, video evidence, and communications relating to the matter which the Association intends to introduce at the hearing ("Evidence Packet"), if any. If the Board intends to produce any documents, photographs, videos, and communications during the hearing, and does not send an Evidence Packet to the Owner in a timely manner, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing. At the commencement of the hearing, a member of the Board or the Association's designated representative shall present the Association's case against the Owner. Following the presentation by the Board, the Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. The Owner or the Board may make an audio recording of the hearing. The minutes of the 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.

Prior to the hearing, proof of proper 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 by an Officer, Director or agent who delivered such notice. The notice requirement shall be satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction, if any, imposed.

4. **Corrective Action (Self-Help)**. Notwithstanding the provisions contained in Paragraph 2 hereof, where a Violation of the Governing Documents is determined to exist pursuant to any provision of this Enforcement Policy, Management, with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if the Association, in its reasonable judgment, determines that such Violation may be readily corrected, removed, or abated without undue expense and without breach of the peace. Where Management is authorized by the Board to initiate any action by qualified contractors, the following shall apply:

a. The Association, through Management, must first provide the Owner with a Notice of Violation as provided above. Should the Violation not have been remedied by the Owner within fourteen (14) days from the date of the Notice of Violation, then the Association must give the Owner, and any third party directly affected by the proposed action, prior written notice of the undertaking of the action ("*Notice of Corrective Action*"). The Notice of Corrective Action shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail, and include an opportunity for the Owner to cure the Violation prior to the undertaking of any corrective action.

b. Any cost incurred in correcting or eliminating a Violation shall be charged to the Owner's account.

c. The Association, the Board, and its agents and contractors shall not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 4 where the Association, the Board, its agents, and contractors have acted reasonably and in conformity with this Enforcement Policy.

5. **Referral to Legal Counsel**. Where a Violation is determined to exist by the Board pursuant to any of the provisions of this Enforcement Policy and where the Board deems it to be in the best interests of the Association, the Board may, at any time and without prior notice to the Owner under the Enforcement Policy, refer the Violation to legal counsel for purposes of seeking to correct or otherwise abate the Violation, including an action for injunctive relief and/or civil damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

6. **Notices**.

a. Any notice required by this Enforcement Policy to be given, sent, delivered, or received in writing will be deemed to have been given, sent, delivered, or received, as the case may be, upon the earlier to occur of the following:

- (i) When the notice is delivered by electronic mail, the notice is deemed delivered and received when the sender "sends" the electronic mail and receives a confirmation or report acknowledging the time and date it was delivered. It is an Owner's duty and responsibility to keep an updated electronic mail address registered with the Association.
- (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First-Class U.S. Mail.

b. Where the Lot is occupied by a tenant or where the interests of an Owner have been handled by a representative or agent of such Owner, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to the Owner at the address on record with the Association. The Association may, as a courtesy, also provide notice to the tenant.

7. **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 the Association that the Violation has been corrected or eliminated, and any fines imposed by the Board has been paid, the Violation will be deemed to no longer exist, and the Notice of Violation shall be voided except as hereinafter provided. The Owner shall be advised by the Association of the consequences of the future Violation of the same provision of the Governing Documents as set forth in the following paragraph. The Owner will remain liable for all fines levied under this Enforcement Policy, which fines, if not paid upon written demand thereof by the Association, will be referred to the Association's legal counsel for collection. The Board, however, in its sole and absolute discretion, reserves the right to suspend or waive some or all of the fines imposed. The suspension or waiver of fines shall not constitute a waiver of the right to sanction Violations of the same or other provisions and rules by any person.

8. **Repeated Violation of the Same Provision of the Governing Documents.** Whenever an Owner, who has previously cured or eliminated a Violation after receipt of a Notice of Violation, commits a separate Violation of a similar provision of the Governing Documents within six (6) months from the date of the Notice of Violation, the Association shall reinstate the Violation, including the fines previously imposed related to such Violation that were waived by the Board, and pursue the procedures set forth herein as if the Violation had never been cured or eliminated. For purposes of illustration only, in the event the Owner cured the Violation after

having received an Initial/Courtesy Notice, the second Violation of the same provision shall prompt the Association to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt the Association to send a Notice of Fine as provided hereunder. In the event an Owner cured the Violation after having received a Notice of Fine, the second Violation shall prompt the Association to commence the levying of violation fines without further notice to the Owner. In the event of a repeated Violation, the Board shall be authorized to double the fine amount.

9. **Payment of Violation Fines.** Payment of the violation fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the Violation. All Violations must be corrected and brought into compliance with the Governing Documents. If there is a subsequent Violation of a similar rule, the fine amount will be imposed pursuant to the Fine Structure provision. Failure to pay fines may result in a lien on the Owner's Property. The Owner shall be responsible for any fines and enforcement costs assessed on the Property. If applicable, it is the Owner's responsibility to pursue reimbursement of the fines from the tenant(s).

10. **Authority of Management To Act.** The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy and compliance with Texas Property Code Section 209.0051(h), including the levying of violation fines, without further action by the Board. Notwithstanding the foregoing, the Board and Management agree to use best efforts to regularly communicate so Management can expeditiously effect any changes or requests made by the Board on behalf of the Association for any Enforcement Policy terms and provisions the Board has the authority to affect or change.

11. **Binding Effect.** The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Property shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

This Enforcement Policy is hereby adopted by resolution of the Board and replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of Violations by the Association, and shall remain in force and effect until revoked, modified, or amended by the Board.

12. **Definitions.** The definitions contained in the Association's Governing Documents are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Board has caused this Enforcement Policy to be effective and executed by its duly authorized representative as of the March 4, 2025

PRESTON RIDGE TYLER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: 

Its: Managing Member

EXHIBIT 1**Common Violations***

Property used for storage (boats, vehicles, trailers, ATV, RVs, oversized work trucks, and any other oversized vehicle, etc.)
Trash cans, trash bags and recycling left on the street on days other than designated city trash pick-up days
Trash, debris, or refuse on property
Home maintenance/repairs that do not conform with other homes in the subdivision (ex: rotting wood/siding, broken, missing or dilapidated fence pickets/fences, fence staining, sagging gutters, damaged garage door, replacing broken light fixtures, etc.)
Exterior painting needed (ex: house, front door, siding)
Failing to maintain lawn, including irrigation equipment
Littering in Common Areas
Modification, and/or addition made to Property without prior approval from the ACC
Vehicle parking violations, including street
Vehicle violations, include, but are not limited to, any vehicle without a current (or missing) license plates or inspection sticker, wrecked, dismantled in any way or discarded is considered inoperable
Recreational equipment
Violations of the leasing or occupancy related rules

* This is not an exhaustive list of violations.

**Smith County
Karen Phillips
Smith County Clerk**

Document Number: 202501006526

eRecording - Real Property

RESTRICTION

Recorded On: March 06, 2025 03:37 PM

Number of Pages: 74

Billable Pages: 73

" Examined and Charged as Follows: "

Total Recording: \$313.00

***** 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: 202501006526

Receipt Number: 20250306000132

Recorded Date/Time: March 06, 2025 03:37 PM

User: Casey J



**STATE OF TEXAS
COUNTY OF SMITH**

**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 Records of Smith County, Texas.**

Karen Phillips
Smith County Clerk
Smith County, TX