

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 165037

ERecordings-RP

MISCELLANEOUS

Recorded On: September 09, 2021 10:06 AM

Number of Pages: 29

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" Examined and Charged as Follows: "

Total Recording: \$138.00

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\*\*\*\*\* 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: 165037  
Receipt Number: 20210909000217  
Recorded Date/Time: September 09, 2021 10:06 AM  
User: Terri B  
Station: Station 20

**Record and Return To:**

Corporation Service Company



STATE OF TEXAS  
COUNTY OF DENTON

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 Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

**AFTER RECORDING, PLEASE RETURN TO:**

**Judd A. Austin, Jr.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201**

**FIFTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM  
OF RECORDING OF DEDICATORY INSTRUMENTS FOR  
THE SHOPS AT PRESTONWOOD  
HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON     §

The undersigned, as attorney for The Shops at Prestonwood Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting only certain owners of property described on Exhibit B attached hereto (the "Property"), hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- 1. *Policy Establishing the Composition of the Architectural Review Authority (Exhibit A-1);*
- 2. *Policy Resolution of the Board of Directors of The Shops at Prestonwood Homeowners' Association, Inc. Establishing Criteria for Obtaining Bids or Proposals for Certain Contracts (Exhibit A-2);*
- 3. *Guidelines for the Display of Certain Religious Items (Exhibit A-3);*
- 4. *Addendum to Covenant Enforcement and Fining Policy: Hearing Before the Board (Exhibit A-4);*
- 5. *Guidelines for Security Measures (Exhibit A-5);*
- 6. *Guidelines for the Installation of Swimming Pool Enclosures (Exhibit A-6); and*

**7. *Procedures for Informing Owners of Architectural Decisions and Exercising the Right to Appeal Architectural Decisions to the Board of Directors (Exhibit A-7).***

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instruments. 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**, The Shops at Prestonwood Homeowners' Association, Inc. has caused this Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Documents for The Shops at Prestonwood Homeowners' Association, Inc. to be filed with the Office of the Denton County Clerk and supplements that Certificate and Memorandum of Recording of Dedicatory Documents recorded on June 27, 2016, as Instrument No. 2016-76057 in the Official Public Records of Denton County, Texas; that First Supplemental Certificate and Memorandum of Recording of Dedicatory Documents recorded on November 4, 2016, as Instrument No. 2016-140300 in the Official Public Records of Denton County, Texas; that Second Supplemental Certificate and Memorandum of Recording of Dedicatory Documents recorded on May 3, 2017, as Instrument No. 2017-51821 in the Official Public Records of Denton County, Texas; that Third Supplemental Certificate and Memorandum of Recording of Dedicatory Documents recorded on July 6, 2017, as Instrument No. 2017-80568 in the Official Public Records of Denton County, Texas; and that Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Documents recorded on April 10, 2018, as Instrument No. 40256 in the Official Public Records of Denton County, Texas.

**THE SHOPS AT PRESTONWOOD  
HOMEOWNERS' ASSOCIATION,  
INC., A Texas Non-Profit Corporation**

*Vinay Patel*

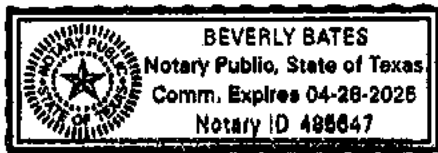
By: \_\_\_\_\_  
Its: Attorney

STATE OF TEXAS       §  
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BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for The Shops at Prestonwood Homeowners' Association, Inc., 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 8<sup>th</sup> day of September, 2021.

*Beverly Bates*  
\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS

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COUNTY OF DENTON

**THE SHOPS AT PRESTONWOOD HOMEOWNERS' ASSOCIATION INC.**

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

- (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 or body (the "*Architectural Review Authority*") of The Shops at Prestonwood Homeowners' Association Inc. ("*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 RESOLVED** this Policy was duly introduced, seconded, and was thereafter adopted at a regular scheduled meeting of the Board of Directors, 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 of Directors. This Policy shall be filed of record in the Official Public Records of Denton County, Texas.

Date: 08/30, 2021.

**THE SHOPS AT PRESTONWOOD  
HOMEOWNERS' ASSOCIATION INC.,  
a Texas non-profit corporation**



By: Richard Chalker  
Its: Director



STATE OF TEXAS

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COUNTY OF DENTON

**POLICY RESOLUTION OF THE  
BOARD OF DIRECTORS OF  
THE SHOPS AT PRESTONWOOD  
HOMEOWNERS' ASSOCIATION INC.,  
ESTABLISHING CRITERIA  
FOR  
OBTAINING BIDS OR PROPOSALS FOR CERTAIN CONTRACTS**

**WHEREAS**, the Board of Directors of The Shops At Prestonwood Homeowners' Association Inc. (the "*Board*") is the entity responsible for the operation of The Shops at Prestonwood Homeowners' Association Inc. (the "*Association*") in accordance with and pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Shops at Prestonwood, filed as Instrument No. 2007-139512 in the Official Public Records of Denton County, Texas, including any amendments or supplements thereto (collectively, the "*Declaration*") and the Bylaws of the Association (the "*Bylaws*"); and

**WHEREAS**, pursuant to the Declaration and Bylaws 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 Denton County, Texas, and shall be posted on the Association's website.

Date: 08/30, 2021.

**THE SHOPS AT PRESTONWOOD  
HOMEOWNERS' ASSOCIATION INC.,  
a Texas non-profit corporation**



By: Richard Chalker  
Its: Director

## 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.

STATE OF TEXAS

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COUNTY OF DENTON

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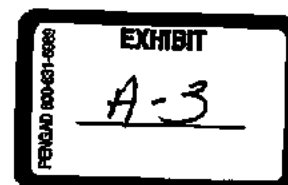
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**THE SHOPS AT PRESTONWOOD HOMEOWNERS' ASSOCIATION INC.**

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

- (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.<sup>1</sup>
- (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 The Shops at Prestonwood Homeowners' Association Inc. ("*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.

<sup>1</sup> 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.



- c. No portion of the display may extend above the lowest point of the dwelling's front roof line.
- 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.

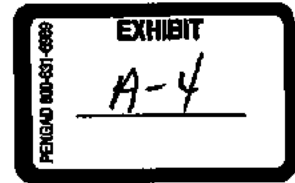
**IT IS RESOLVED** these Guidelines were duly introduced, seconded, and were thereafter adopted at a regular scheduled meeting of the Board of Directors, at which a quorum was present, by a majority vote of the members of the Board of Directors present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Guidelines shall be filed of record in the Official Public Records of Denton County, Texas.

Date: 08/30, 2021.

**THE SHOPS AT PRESTONWOOD  
HOMEOWNERS' ASSOCIATION INC.,  
a Texas non-profit corporation**



By: Richard Chalker  
Its: Director



STATE OF TEXAS                   §  
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COUNTY OF DENTON           §

**THE SHOPS AT PRESTONWOOD HOMEOWNERS' ASSOCIATION INC.**

**ADDENDUM TO COVENANT ENFORCEMENT AND FINING POLICY: HEARING BEFORE THE BOARD**

**WHEREAS**, pursuant to the Declaration of Covenants, Conditions and Restrictions for The Shops at Prestonwood (the "*Declaration*"), the Board of Directors of The Shops at Prestonwood Homeowners' Association Inc. (the "*Association*") is authorized to establish and collect penalties and fines for violations of the Association's dedicatory instruments, including but not limited to the Declaration, Bylaws, rules and regulations, policies, resolutions, or design/architectural guidelines.

**WHEREAS**, relevant provisions of the Texas Property Code have been amended which govern the hearing afforded to homeowners following a notice of enforcement action; and

**WHEREAS**, the Board of Directors (the "*Board*") previously adopted an Enforcement Policy (the "*Enforcement Policy*") which is recorded as Instrument No. 2017-51821 in the Official Public Records of Denton County, Texas; and

**WHEREAS**, the Board of Directors desires to approve an addendum to the Enforcement Policy to incorporate the relevant provisions of the Texas Property Code, as amended (the "*Addendum*").

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth in Chapter 209 of the Texas Property Code, the following procedures and practices are established and adopted as an Addendum to the Enforcement Policy.

- i. **Request for a Hearing and Hearing.** If the owner challenges the proposed action by timely requesting a hearing, the hearing may be held in executive session of the Board affording the alleged violator a reasonable opportunity to be heard.
  - a. Such hearing shall be held no later than the 30<sup>th</sup> day after the date the Board receives the owner's request for a hearing. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting.
  - b. The notice of the hearing shall be sent no later than the 10<sup>th</sup> day before the date of the hearing.
  - c. The Board or the owner may request a single postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements are allowed but only by agreement between the Board and the owner requesting the hearing.
  - d. Not later than 10 days before the Board holds a hearing, the Association shall provide to the owner a packet containing all documents, photographs,

- and communications relating to the matter which the Association intends to introduce at the hearing (the "*Evidence Packet*"), if any.
- e. If the Board intends to produce any documents, photographs, 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 15-day postponement of the hearing.
  - f. 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.
  - g. 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.
  - h. The owner or the Board may make an audio recording of the hearing.
  - i. The minutes of the hearing 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-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.

**IT IS FURTHER RESOLVED** this Addendum was 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. This Addendum shall be filed of record in the Official Public Records of Denton County, Texas.

Date: 08/30, 2021.

**THE SHOPS AT PRESTONWOOD  
HOMEOWNERS' ASSOCIATION INC.,  
a Texas non-profit corporation**



By: Richard Chalker  
Its: Director

STATE OF TEXAS

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COUNTY OF DENTON

**THE SHOPS AT PRESTONWOOD HOMEOWNERS' ASSOCIATION INC.**

**GUIDELINES FOR SECURITY MEASURES**

- (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. The Shops at Prestonwood Homeowners' Association Inc. ("*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 architectural review body *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. No gaps in perimeter fencing are permitted, *i.e.*, the perimeter fencing must fully enclose the lot. 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. Any gate shall open towards the interior of the lot. The Association may prohibit fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the Association's architectural review body. Perimeter fencing shall not consist of any barbed wire, razor wire, wire mesh, chain link, or vinyl. Electrically charged fencing is prohibited.
- (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 Association's architectural review body, 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 reviewing body. The architectural reviewing body 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 Association's architectural review body 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 ASSOCIATION'S ARCHITECTURAL REVIEW BODY SHALL IN NO WAY BE CONSIDERED OR CONSTRUED THAT THE ASSOCIATION OR ITS ARCHITECTURAL REVIEW BODY ARE INSURERS OR GUARANTORS OF SECURITY OR SAFETY OF PERSONS, PROPERTY OR POTENTIAL CRIMINAL ACTIVITY. FURTHER, NEITHER THE ASSOCIATION NOR ITS ARCHITECTURAL REVIEW BODY 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 RESOLVED** these Guidelines were duly introduced, seconded, and were thereafter adopted at a regular scheduled meeting of the Board of Directors, at which a quorum was present, by a majority vote of the members of the Board of Directors present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Guidelines shall be filed of record in the Official Public Records of Denton County, Texas.

Date: 08/30, 2021.

**THE SHOPS AT PRESTONWOOD  
HOMEOWNERS' ASSOCIATION INC.,  
a Texas non-profit corporation**



By: Richard Chalker  
Its: Director

STATE OF TEXAS                   §  
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COUNTY OF DENTON           §

**THE SHOPS AT PRESTONWOOD HOMEOWNERS' ASSOCIATION INC.**

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


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 The Shops at Prestonwood Homeowners' Association Inc. ("Association").
3. The Swimming Pool Enclosure may be installed after receiving written approval from the Association's architectural reviewing body. 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. must have black metal frames; and
  - d. must have 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 RESOLVED** that these Guidelines are effective when filed of record in the Official Public Records of Denton County, Texas, and shall remain in force and effect until revoked, modified or amended by the Association.

Date: 08/30, 2021.

**THE SHOPS AT PRESTONWOOD  
HOMEOWNERS' ASSOCIATION INC.,  
a Texas non-profit corporation**



  
By: Richard Chalker  
Its: Director

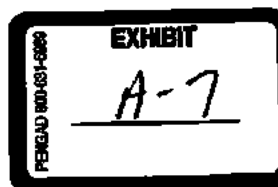


STATE OF TEXAS                   §  
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**THE SHOPS AT PRESTONWOOD HOMEOWNERS' ASSOCIATION INC.**

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

- (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 of The Shops at Prestonwood Homeowners' Association Inc. ("*Association*").
- (2) A decision by 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) after the date the decision notice is mailed, delivered or sent by electronic delivery to the owner; and
    - ii. inform the owner of the right to request a hearing before the Board of Directors (the "*Board*") on or before the thirtieth (30th) 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 RESOLVED** these Procedures were duly introduced, seconded, and were 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. These Procedures shall be filed of record in the Official Public Records of Denton County, Texas.

Date: 08/30, 2021.

**THE SHOPS AT PRESTONWOOD  
HOMEOWNERS' ASSOCIATION INC.,  
a Texas non-profit corporation**



By: Richard Chalker  
Its: Director

## **EXHIBIT B**

Those tracts and parcels of real property located in the City of Carrollton, Denton County, Texas and more particularly described as follows:

- (a) All real property subject to the **Declaration of Covenants, Conditions and Restrictions for THE SHOPS AT PRESTONWOOD**, executed by **The Shops at Prestonwood, L.P.**, as Declarant, recorded on **December 3, 2007**, as **Document No. 2007-139512**, in the **Official Public Records of Denton County, Texas**; and
  
- (b) All lots and tracts of land situated in **THE SHOPS AT PRESTONWOOD, PHASE 1**, an addition to the **City of Carrollton, Denton County, Texas**, according to **Map or Plat recorded in Cabinet Y, Page 56-58** and filed as **Document No. 132034, Plat Records, Denton County, Texas**; and
  
- (c) The recording data for the subdivision includes that tract of land located in the **City of Carrollton, City of Plano and Town of Hebron, Denton County, Abstract No. 882**, being all that **3.261 acre tract of land conveyed to Fred D. Holt, III and Karen A. Holt** as recorded in **Volume 1409, Page 133, Denton County Deed Records**, being all of **Lot 3, Block A, Plano/544 Business Park Addition**, and addition to the **City of Plano** as recorded in **Cabinet N, Page 207, Denton County Plat Records**, being part of that **26.620 acre tract of land conveyed to the Grady Irrevocable Trust** as recorded in **Document No. 94-R088516, Denton County Deed Records**, being all that **1.916 acre tract of land conveyed to John Oliver Grady and Kathleen Lois Grady** as recorded in **volume 1024, Page 158, Denton county Deed Records**, being all that **0.992 acre tract of land conveyed to W.A. Grady** as recorded in **Volume 290, Page 405** and **Mary L. Grady** as recorded in **Volume 4 78, Page 210**, in the **Plat/Map Records, Denton County, Texas**.

BEING all that tract of land located in the City of Carrollton, City of Plano and the Town of Hebron, Denton County, Texas, a part of the John Myers Survey, Abstract No. 882, a part of the John Smith Survey, Abstract No. 1226, and being all of Lot 3, Block A, Plano/S44 Business Park Addition, an addition to the City of Plano as recorded in Cabinet N, Page 207, Collin County Plat Records, and being all of that called 5.159 acre tract of land conveyed to The Shops at Prestonwood, LP. as recorded in Document Number 20070000052, Denton County Deed Records, and being a part of that called 28.203 acre tract of land conveyed to The Shops at Prestonwood, LP. as recorded in Document Number 20070000053, Denton County Deed Records, and being a part of that called 7.045 acre tract of land conveyed to The Shops at Prestonwood, LP. as recorded in Document Number 20070000056, Denton County Deed Records and being further described as follows:

BEGINNING at a one-half inch iron rod set at the northeast corner of said 5.159 acre tract, said point being the northeast corner of said Lot 3, said point being the southeast corner of Lot 2, said Block A, said point also being in the west line of Marsh Lane (a variable width right-of-way);

THENCE along the east line of said 5.159 acre tract and along the east line of said Lot 3 and along the west line of Marsh Lane as follows:

Southwesterly, 260.95 feet along a curve to the left having a central of 09 degrees 08 minutes 00 seconds, a radius of 1637.02 feet, a tangent of 130.75 feet, and whose chord bears South 04 degrees 19 minutes 41 seconds West, 260.67 feet to a one-half inch iron rod set for corner;

South 00 degrees 14 minutes 18 seconds East, 182.05 feet to a one-half inch iron rod set at the southeast corner of said 5.159 acre tract and the southeast corner of said Lot 3, said point being in the north line of said 28.203 acre tract;

THENCE South 89 degrees 52 minutes 38 seconds East, 4.74 feet along the north line of said 28.203 tract to a one-half inch iron rod found for corner in the west line of Marsh Lane;

THENCE South 02 degrees 01 minutes 14 seconds West, 1018.40 feet along the west line of Marsh Lane to a one-half inch iron rod set for corner;

THENCE North 88 degrees 12 minutes 16 seconds West, 711.48 feet to a one-half inch iron rod set for corner;

THENCE North 02 degrees 32 minutes 04 seconds East, 151.51 feet to a one-half inch iron rod set for corner;

THENCE North 47 degrees 09 minutes 54 seconds East, 7.12 feet to a one-half inch iron rod set for corner;

THENCE South 88 degrees 12 minutes 16 seconds East, 290.86 feet to a one-half inch iron rod set for corner;

THENCE North 01 degrees 47 minutes 44 seconds East, 45.00 feet to a one-half inch iron rod set for corner;

THENCE North 43 degrees 12 minutes 16 seconds West, 7.07 feet to a one-half inch iron rod set for corner;

THENCE North 01 degrees 47 minutes 44 seconds East, 449.62 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly 37.82 feet along a curve to the left having a central angle of 14 degrees 50 minutes 36 seconds, a radius of 146.00 feet, a tangent of 19.02 feet and whose chord bears North 05 degrees 37 minutes 35 seconds West, 37.72 feet to a one-half inch iron rod set for corner;

THENCE North 13 degrees 02 minutes 52 seconds West, 24.38 feet to a one-half inch iron rod set for corner;

THENCE North 33 degrees 23 minutes 01 seconds East, 6.89 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly 68.36 feet along a curve to the right having a central angle of 07 degrees 49 minutes 33 seconds, a radius of 500.50 feet, a tangent of 34.23 feet and whose chord bears North 84 degrees 00 minutes 51 seconds East, 68.31 feet to a one-half inch iron rod set for corner;

THENCE North 02 degrees 04 minutes 23 seconds West, 159.77 feet to a one-half inch iron rod set for corner;

THENCE North 64 degrees 26 minutes 21 seconds West, 203.90 feet to a one-half inch iron rod set for corner;

THENCE North 05 degrees 17 minutes 17 seconds West, 80.06 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 56 minutes 36 seconds West, 69.73 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 03 minutes 24 seconds West, 52.35 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 59.91 feet along a curve to the right having a central of 05 degrees 40 minutes 27 seconds, a radius of 605.00 feet, a tangent of 29.98 feet, and whose chord bears North 88 degrees 06 minutes 23 seconds West, 59.89 feet to a one-half inch iron rod set for corner;

THENCE North 42 degrees 59 minutes 17 seconds West, 7.43 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 56 minutes 36 seconds West, 176.00 feet to a one-half inch iron rod set for corner;

THENCE North 43 degrees 43 minutes 23 seconds East, 7.11 feet to a one-half inch iron rod set for corner;

THENCE North 88 degrees 23 minutes 23 seconds East, 73.01 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 54 minutes 00 seconds West, 45.00 feet to a one-half inch iron rod set for corner; .

THENCE South 88 degrees 23 minutes 23 seconds West, 5.00 feet to a one-half inch iron rod set for corner;

THENCE North 01 degrees 36 minutes 37 seconds West, 78.00 feet to a one-half inch iron rod set for corner in the north line of said 7.045 acre tract, said point being in the south line of said Lot 2;

THENCE North 88 degrees 23 minutes 23 seconds East, 105.79 feet along the south line of said Lot 2 to a one-half inch iron rod found at the northeast corner of said 7.045 acre tract, said point being the northwest corner of said 5.159 acre tract and the northwest corner of said Lot 3;

THENCE North 89 degrees 37 minutes 22 seconds East, 528.09 feet along the south line of said Lot 2 and along the north line of said 5.159 acre tract and along the north line of said Lot 3 to the POINT OF BEGINNING and containing 747,920 square feet of land.

BEING all that tract of land located in the City of Carrollton, City of Plano and Town of Hebron, Denton County, Texas, part of the John Smith Survey, Abstract No. 1226 and the John Myers Survey, Abstract No. 882, being all that 3.261 acre tract of land conveyed to Fred D. Holt, III and Karen A. Holt as recorded in Volume 1409, Page 133, Denton County Deed Records, being all that 3.784 acre tract of land conveyed to Fred D. Holt, III as recorded in Volume 957, Page 992, Denton County Deed Records, being all of Lot 3, Block A, Plano/544 Business Park Addition, an addition to the City of Plano as recorded in Cabinet N, Page 207, Denton County Plat Records, being part of that 26.620 acre tract of land conveyed to the Grady Irrevocable Trust as recorded in Document No. 94-R088516, Denton County Deed Records, being all that 1.916 acre tract of land conveyed to John Oliver Grady and Kathleen Lois Grady as recorded in Volume 1024, Page 158, Denton County Deed Records, being all that 0.992 acre tract of land conveyed to W.A. Grady as recorded in Volume 290, Page 405 and Mary L. Grady as recorded in Volume 478, Page 210, Denton County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod set at the northeast corner of said Lot 3, said point being the southeast corner of Lot 2, said Block A, said point also being in the west line of Marsh Lane (a variable width right-of-way);

THENCE along the west line of Marsh Lane as follows:

Southwesterly, 260.95 feet along a curve to the left which has a central angle of 09 degrees 08 minutes 00 seconds, a radius of 1637.02 feet, a tangent of 130.75 feet, and whose chord bears South 04 degrees 19 minutes 41 seconds West, 260.67 feet to a one-half inch iron rod set for corner;

South 00 degrees 14 minutes 18 seconds East, 182.05 feet to a one-half inch iron rod set at the southeast corner of said Lot 3, said point being in the north line of said 26.620 acre tract;

South 89 degrees 52 minutes 38 seconds East, 4.74 feet to a one-half inch iron rod found at the northeast corner of said 26.620 acre tract;

South 02 degrees 01 minutes 14 seconds West, 1017.90 feet to a one-half inch iron rod found for corner;

THENCE North 88 degrees 12 minutes 16 seconds West, 834.49 feet to a point for corner in the west line of said 26.620 acre tract, said point being in the east line of a tract of land conveyed to Joe Fred Everett as recorded in 97-035274, Denton County Land Records;

THENCE North 02 degrees 32 minutes 04 seconds East, 146.82 feet to a one-half inch iron rod found at the northeast corner of said Everett tract;

THENCE along the north line of said Everett tract as follows:

North 88 degrees 16 minutes 32 seconds West, 154.85 feet to a one-half inch iron rod found for corner in the east line of said 0.992 acre tract;

South 00 degrees 06 minutes 53 seconds East, 99.93 feet to a one-half inch iron rod set at the southeast corner of said 0.992 acre tract;

North 88 degrees 37 minutes 27 seconds West, 148.94 feet to a one-half inch iron rod found at the northwest corner of said Everett tract, said point being the southwest corner of said 0.992 acre tract, said point also being in the east line of Charles Road (a variable width right-of-way);

THENCE along the east line of Charles Road as follows:

North 00 degrees 51 minutes 29 seconds West, 882.20 feet to a one-half inch iron rod found at the northwest corner of said 26.620 acre tract, said point being the southwest corner of said 3.784 acre tract;

North 00 degrees 27 minutes 48 seconds West, 45.73 feet to a one-half inch iron rod set for corner in the west line of said 3.784 acre tract;

North 00 degrees 56 minutes 36 seconds West, 427.94 feet to a one-half inch iron rod set at the northwest corner of said 3.261 acre tract;

THENCE North 88 degrees 23 minutes 23 seconds East, at 10.00 feet passing a railroad spike found at the southwest corner of said Lot 2, in all a total distance of 673.95 feet to a one-half inch iron rod found at the northeast corner of said 3.784 acre tract, said point being the northwest corner of said Lot 3;

THENCE North 89 degrees 37 minutes 22 seconds East, 528.09 feet along the north line of said Lot 3 and along the south line of said Lot 2 to the POINT OF BEGINNING and containing 1,639,357 square feet or 37.634 acres of land.



BEING all that tract of land located in the City of Carrollton, City of Plano and the Town of Hebron, Denton County, Texas, a part of the John Myers Survey, Abstract No. 882, a part of the John Smith Survey, Abstract No. 1226, and being all of Lot 3, Block A, Plano/544 Business Park Addition, an addition to the City of Plano as recorded in Cabinet N, Page 207, Collin County Plat Records, and being all of that called 5.159 acre tract of land conveyed to The Shops at Prestonwood, LP. as recorded in Document Number 20070000052, Denton County Deed Records, and being a part of that called 28.203 acre tract of land conveyed to The Shops at Prestonwood, LP. as recorded in Document Number 20070000053, Denton County Deed Records, and being a part of that called 7.045 acre tract of land conveyed to The Shops at Prestonwood, LP. as recorded in Document Number 20070000056, Denton County Deed Records and being further described as follows:

BEGINNING at a one-half inch iron rod set at the northeast corner of said 5.159 acre tract, said point being the northeast corner of said Lot 3, said point being the southeast corner of Lot 2, said Block A, said point also being in the west line of Marsh Lane (a variable width right-of-way);

THENCE along the east line of said 5.159 acre tract and along the east line of said Lot 3 and along the west line of Marsh Lane as follows:

Southwesterly, 260.95 feet along a curve to the left having a central of 09 degrees 08 minutes 00 seconds, a radius of 1637.02 feet, a tangent of 130.75 feet, and whose chord bears South 04 degrees 19 minutes 41 seconds West, 260.67 feet to a one-half inch iron rod set for corner;

South 00 degrees 14 minutes 18 seconds East, 182.05 feet to a one-half inch iron rod set at the southeast corner of said 5.159 acre tract and the southeast corner of said Lot 3, said point being in the north line of said 28.203 acre tract;

THENCE South 89 degrees 52 minutes 38 seconds East, 4.74 feet along the north line of said 28.203 tract to a one-half inch iron rod found for corner in the west line of Marsh Lane;

THENCE South 02 degrees 01 minutes 14 seconds West, 1018.40 feet along the west line of Marsh Lane to a one-half inch iron rod set for corner;

THENCE North 88 degrees 12 minutes 16 seconds West, 711.48 feet to a one-half inch iron rod set for corner;

THENCE North 02 degrees 32 minutes 04 seconds East, 151.51 feet to a one-half inch iron rod set for corner;

THENCE North 47 degrees 09 minutes 54 seconds East, 7.12 feet to a one-half inch iron rod set for corner;

THENCE South 88 degrees 12 minutes 16 seconds East, 290.86 feet to a one-half inch iron rod set for corner;

THENCE North 01 degrees 47 minutes 44 seconds East, 45.00 feet to a one-half inch iron rod set for corner;

THENCE North 43 degrees 12 minutes 16 seconds West, 7.07 feet to a one-half inch iron rod set for corner;

THENCE North 01 degrees 47 minutes 44 seconds East, 449.62 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly 37.82 feet along a curve to the left having a central angle of 14 degrees 50 minutes 36 seconds, a radius of 146.00 feet, a tangent of 19.02 feet and whose chord bears North 05 degrees 37 minutes 35 seconds West, 37.72 feet to a one-half inch iron rod set for corner;

THENCE North 13 degrees 02 minutes 52 seconds West, 24.38 feet to a one-half inch iron rod set for corner;

THENCE North 33 degrees 23 minutes 01 seconds East, 6.89 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly 68.36 feet along a curve to the right having a central angle of 07 degrees 49 minutes 33 seconds, a radius of 500.50 feet, a tangent of 34.23 feet and whose chord bears North 84 degrees 00 minutes 51 seconds East, 68.31 feet to a one-half inch iron rod set for corner;

THENCE North 02 degrees 04 minutes 23 seconds West, 159.77 feet to a one-half inch iron rod set for corner;

THENCE North 64 degrees 26 minutes 21 seconds West, 203.90 feet to a one-half inch iron rod set for corner;

THENCE North 05 degrees 17 minutes 17 seconds West, 80.06 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 56 minutes 36 seconds West, 69.73 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 03 minutes 24 seconds West, 52.35 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 59.91 feet along a curve to the right having a central of 05 degrees 40 minutes 27 seconds, a radius of 605.00 feet, a tangent of 29.98 feet, and whose chord bears North 88 degrees 06 minutes 23 seconds West, 59.89 feet to a one-half inch iron rod set for corner;

THENCE North 42 degrees 59 minutes 17 seconds West, 7.43 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 56 minutes 36 seconds West, 176.00 feet to a one-half inch iron rod set for corner;

THENCE North 43 degrees 43 minutes 23 seconds East, 7.11 feet to a one-half inch iron rod set for corner;

THENCE North 88 degrees 23 minutes 23 seconds East, 73.01 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 54 minutes 00 seconds West, 45.00 feet to a one-half inch iron rod set for corner;

THENCE South 88 degrees 23 minutes 23 seconds West, 5.00 feet to a one-half inch iron rod set for corner;

THENCE North 01 degrees 36 minutes 37 seconds West, 78.00 feet to a one-half inch iron rod set for corner in the north line of said 7.045 acre tract, said point being in the south line of said Lot 2;

THENCE North 88 degrees 23 minutes 23 seconds East, 105.79 feet along the south line of said Lot 2 to a one-half inch iron rod found at the northeast corner of said 7.045 acre tract, said point being the northwest corner of said 5.159 acre tract and the northwest corner of said Lot 3;

THENCE North 89 degrees 37 minutes 22 seconds East, 528.09 feet along the south line of said Lot 2 and along the north line of said 5.159 acre tract and along the north line of said Lot 3 to the POINT OF BEGINNING and containing 747,920 square feet of land.

BEING all that tract of land located in the City of Carrollton, City of Plano and Town of Hebron, Denton County, Texas, part of the John Smith Survey, Abstract No. 1226 and the John Myers Survey, Abstract No. 882, being all that 3.261 acre tract of land conveyed to Fred D. Holt, III and Karen A. Holt as recorded in Volume 1409, Page 133, Denton County Deed Records, being all that 3.784 acre tract of land conveyed to Fred D. Holt, III as recorded in Volume 957, Page 992, Denton County Deed Records, being all of Lot 3, Block A, Plano/544 Business Park Addition, an addition to the City of Plano as recorded in Cabinet N, Page 207, Denton County Plat Records, being part of that 26.620 acre tract of land conveyed to the Grady Irrevocable Trust as recorded in Document No. 94-R088516, Denton County Deed Records, being all that 1.916 acre tract of land conveyed to John Oliver Grady and Kathleen Lois Grady as recorded in Volume 1024, Page 158, Denton County Deed Records, being all that 0.992 acre tract of land conveyed to W.A. Grady as recorded in Volume 290, Page 405 and Mary L. Grady as recorded in Volume 478, Page 210, Denton County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod set at the northeast corner of said Lot 3, said point being the southeast corner of Lot 2, said Block A, said point also being in the west line of Marsh Lane (a variable width right-of-way);

THENCE along the west line of Marsh Lane as follows:

Southwesterly, 260.95 feet along a curve to the left which has a central angle of 09 degrees 08 minutes 00 seconds, a radius of 1637.02 feet, a tangent of 130.75 feet, and whose chord bears South 04 degrees 19 minutes 41 seconds West, 260.67 feet to a one-half inch iron rod set for corner;

South 00 degrees 14 minutes 18 seconds East, 182.05 feet to a one-half inch iron rod set at the southeast corner of said Lot 3, said point being in the north line of said 26.620 acre tract;

South 89 degrees 52 minutes 38 seconds East, 4.74 feet to a one-half inch iron rod found at the northeast corner of said 26.620 acre tract;

South 02 degrees 01 minutes 14 seconds West, 1017.90 feet to a one-half inch iron rod found for corner;

THENCE North 88 degrees 12 minutes 16 seconds West, 834.49 feet to a point for corner in the west line of said 26.620 acre tract, said point being in the east line of a tract of land conveyed to Joe Fred Everett as recorded in 97-035274, Denton County Land Records;

THENCE North 02 degrees 32 minutes 04 seconds East, 146.82 feet to a one-half inch iron rod found at the northeast corner of said Everett tract;

THENCE along the north line of said Everett tract as follows:

North 88 degrees 16 minutes 32 seconds West, 154.85 feet to a one-half inch iron rod found for corner in the east line of said 0.992 acre tract;

South 00 degrees 06 minutes 53 seconds East, 99.93 feet to a one-half inch iron rod set at the southeast corner of said 0.992 acre tract;

North 88 degrees 37 minutes 27 seconds West, 148.94 feet to a one-half inch iron found at the northwest corner of said Everett tract, said point being the southwest corner of said 0.992 acre tract, said point also being in the east line of Charles Road (a variable width right-of-way);

THENCE along the east line of Charles Road as follows:

North 00 degrees 51 minutes 29 seconds West, 882.20 feet to a one-half inch iron rod found at the northwest corner of said 26.620 acre tract, said point being the southwest corner of said 3.784 acre tract;

North 00 degrees 27 minutes 48 seconds West, 45.73 feet to a one-half inch iron rod set for corner in the west line of said 3.784 acre tract;

North 00 degrees 56 minutes 36 seconds West, 427.94 feet to a one-half inch iron rod set at the northwest corner of said 3.261 acre tract;

THENCE North 88 degrees 23 minutes 23 seconds East, at 10.00 feet passing a railroad spike found at the southwest corner of said Lot 2, in all a total distance of 673.95 feet to a one-half inch iron rod found at the northeast corner of said 3.784 acre tract, said point being the northwest corner of said Lot 3;

THENCE North 89 degrees 37 minutes 22 seconds East, 528.09 feet along the north line of said Lot 3 and along the south line of said Lot 2 to the POINT OF BEGINNING and containing 1,639,357 square feet or 37.634 acres of land.