

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2012 00071691

Instrument Number: 2012-71691

As

Recorded On: July 03, 2012

Amendment

Parties: THE SHOPS AT PRESTONWOOD HOA

Billable Pages: 7

To

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Amendment	40.00
Total Recording:	40.00

***** DO NOT REMOVE. 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: 2012-71691

Receipt Number: 923048

Recorded Date/Time: July 03, 2012 02:09:42P

Record and Return To:

THE SHOPS AT PRESTONWOOD HOA

3102 OAK LAWN AVE STE 202

DALLAS TX 75219

User / Station: A Mcelroy - Cash Station 3



THE 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.

C Mitchell

County Clerk
Denton County, Texas

**AMENDMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE SHOPS AT PRESTONWOOD**

[Annexation of Additional Land]

[17.170 acres; 193 Lots; constituting Phase 2]

THIS AMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SHOPS AT PRESTONWOOD (hereafter the "Amendment") is made by The Shops at Prestonwood, LP, a Texas limited partnership ("Declarant"), effective as of the date upon which this instrument is recorded in the Real Property Records of Denton County, Texas.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for The Shops at Prestonwood ("Declaration"), dated November 30, 2007, and recorded on December 3, 2007, in the Real Property Records of Denton County, Texas, under County Clerk's Document No. 2007-139512; and

WHEREAS, Section 7.15 of the Declaration provides that, until the Termination Date, the Declarant reserves the right to amend the Declaration without the joinder or consent of any other party; and

WHEREAS, Section 4.2 of the Bylaws provides that until the Termination Date Declarant, as Class B Member, shall have 1.01 times the votes entitled to be cast by the Class A Members; and

WHEREAS, Section 4.1(c) of the Bylaws provides that the Termination Date shall be the date when all Lots have been improved by location thereon of a Residence and every Lot has been conveyed by the Builder to a Member, which date has not yet arrived; and

WHEREAS, Declarant desires to amend the Declaration to provide for the annexation of additional land and, pursuant to such amendment, to annex that certain land described in Exhibit "A" attached hereto, incorporated herein by reference ("Additional Land"), and made a part hereof for all purposes, as Phase 2 to The Shops at Prestonwood, to develop 193 Lots thereon, and to subject such land to the scheme of the Declaration to be governed by the terms and conditions subject to the terms hereof;

NOW, THEREFORE, the Declaration is hereby amended and supplemented as follows:

1. **Amendment.** The following provision is added as Section 7.19 to the Declaration:

Section 7.19. Annexation of Additional Land.

(a) Until the Termination Date, the Declarant may, without the joinder or consent of any other party, (but is under no duty or obligation to) add or annex additional real property, including the Additional Land described in Exhibit "A" hereto, to the scheme of this Declaration by filing of record an supplemental declaration describing the additional land and stating that it is to be subject to covenants, conditions, and restrictions of the Declaration. It is provided, however, that such annexation may contain, either in the annexing instrument or by separate instrument, such complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added properties including modified architectural guidelines and standards. Declarant may consent to and join in the annexation of additional land owned by a third party without the joinder of any other party. Prior to the Termination Date no third party shall annex land into the Declaration without the joinder and consent of Declarant.

(b) After the Termination Date a person or entity may annex additional property to the scheme of the Declaration only by the written consent of a majority of the outstanding votes of the Members of the Association.

2. **Annexation.** Pursuant to the above amendment and the provisions of Section 7.19 of the Declaration, Declarant declares that the Additional Land described in Exhibit "A" is and shall be annexed into The Shops at Prestonwood and be subject to the scheme of the Declaration and is and shall be held, developed, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, assessments and liens set forth in the Declaration; as same may be supplemented or amended; provided, that Declarant shall have the right and authority to change development and building standards and criteria to fit the proposed scheme of development for the Additional Land. Any such changes may be included in a separate instrument to be recorded in the Real Property Records of Denton County, Texas, separate and apart from this instrument.

All Lot Owners within the Additional Land will be Members of The Shops At Prestonwood Homeowners Association, Inc. (the "Association") and will have all rights and privileges established for the Association. The Association will be responsible for maintaining all Common Areas within the Property including the Additional Land and will also be authorized to, and responsible for, the enforcement of all restrictive covenants contained herein or in the Declaration.

The Declaration, as expressly supplemented and modified herein, remains in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the 2 day of July, 2012.

Address of Declarant:

Holigan Financial Group
14040 Welch Road
Farmers Branch, TX 75244

THE SHOPS AT PRESTONWOOD, LP
a Texas limited partnership

By: JAMP Management Group VI, LLC,
a Texas limited liability company,
General Partner

By: [Signature]
J. Brady Giddens

Title: Sr. Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS Denton §

BEFORE ME, the undersigned authority, on this day personally appeared J. Brady Giddens, the SNP of JAMP Management Group VI, LLC, a Texas limited liability company, general partner of The Shops at Prestonwood, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entities.

GIVEN under my hand and seal of office this 2 day of July, 2012.

[Signature]
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
The Shops at Prestonwood Homeowners Association,
3102 Oak Lawn Ave. Ste. 202
Dallas, TX 75219



EXHIBIT "A"

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.