

**BYLAWS OF THE
PRESTON GREEN HOMEOWNERS ASSOCIATION**
(a Texas Non-Profit Association)

ARTICLE I
NAME AND ADDRESS

1.1.1 The name of the organization shall be the “PRESTON GREEN HOMEOWNERS ASSOCIATION” hereinafter referred to as the “Association.

1.2 The principal address of the Association shall be located at P.O. Box 261897, Plano, TX, 75026-1897, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors. Meetings of Directors and Members may be held at such places within a reasonable distance from Preston Green, as designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The following words, when used in these Bylaws or any amendment or supplement hereto (unless the context clearly indicates otherwise) shall have the following concepts and meanings:

2.1 “Association” shall mean and refer to the Preston Green Homeowners Association, a Texas non-profit association, and its successors.

2.2 “Board” shall mean and refer to the elected Board of Directors and governing body of the property owners’ Association.

2.3 “Bylaws” shall mean and refer to this complete document and by incorporation the Declaration.

2.4 “County” shall mean and refer to Collin County, Texas.

2.5 “Common Properties” shall mean and refer to those portions of the Property designated as Common Properties in the Declaration and intended to be devoted to the common use and enjoyment of the Members in the Association as provided in the Declaration, together with any improvements that are now or may hereafter be constructed thereon.

2.6 “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded on May 17, 1996 as Document Number 96-0040572 in the Real Property Records, Collin County, Texas as may be amended or supplemented from time to time as therein provided.

2.7 “Director(s)” shall mean and refer to the elected members of the Board of Directors.

2.8 “Lot” shall mean and refer to any designated parcel of land located in Preston Green subdivision, including any improvements on the designated parcel.

2.9 “Member(s)” shall mean and refer to each owner or owners of the Association.

2.10 “Owner” shall mean and refer to every person or entity, who is the record owner of a fee or undivided fee interest in any Lot.

2.11 “Property” or “Properties” shall mean and refer to all land in the Preston Green Subdivision to the City of Plano, Collin County, Texas as described in the Subdivision Plat Map, Volume J, page 258 , and any additional land made subject to the terms of the Declaration pursuant to the provisions set forth herein.

2.12 “Regular Assessment” shall mean and refer to a charge, fee or dues that each owner is required to pay to the Association on a regular basis and that is designated for use by the Board to carry out duties and maintain common areas as defined by the Bylaws.

2.13 “Special Assessment” shall mean and refer to monies needed to defray, in part or whole, the cost of a capital improvement repair or replacement, or new capital improvement to the common areas.

2.14 “Subdivision” shall mean and refer to the Preston Green Addition to the City of Plano, Collin County, Texas, as established pursuant to the Subdivision Plat.

2.15 “Subdivision Plat” shall mean and refer to the map or plat of the Preston Green Addition to the City of Plano, Collin County, Texas, as may from time to time be amended.

2.16 “Unit” shall mean and refer to any structure constructed on a Lot.

ARTICLE III

PURPOSE AND OWNER OBLIGATION

3.1 The purpose for which this non-profit Association is formed is to govern the use, enjoyment and maintenance of the Property.

3.2 All Owners, tenants or any other person who might own or use any portion of the Property in any manner, are subject to the regulations set forth in these Bylaws and the Declaration. The mere acquisition or rental of any Lot or Unit, or the mere act of occupancy of any Unit, will signify that these Bylaws are accepted, ratified and will be strictly followed.

ARTICLE IV

MEMBERSHIP AND VOTING

4.1 Any person, on becoming an Owner of a Lot shall automatically become a Member of this Association and be subject to these Bylaws (and Declaration). Such membership shall terminate, without any formal Association action, whenever such person ceases to own a Lot. Such termination shall not relieve or release any such former Member from any liability or obligation incurred under, in or in any way connected with the Association or the Property during the period of such Member’s ownership of a Lot and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association but the Board of Directors, if it so elects, may, at its discretion, issue one (1) Membership Card or Certificate per Lot to the Owner(s) of a Lot. Such Membership Card or Certificate shall be surrendered to the Secretary whenever ownership of the Lot designated thereon is terminated.

4.2 Membership is subject to the payment of Regular Assessments and Special Assessments as defined in the Bylaws.

4.3 Voting rights of Members of the Association shall be described in the Declaration and are limited to one (1) vote per owner/household. The vote of Members representing at least a majority of the total

votes cast at any meeting at which a quorum, as defined herein, has been achieved, shall be binding upon all members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by law.

4.4 The Members will constitute the Association who will have the responsibility of administering the Association through a Board of Directors.

ARTICLE V

MEETING OF MEMBERS

5.1 An annual meeting of the Members of the Association shall be held during the fourth fiscal quarter of each year. At which time, the Members shall elect Directors and any other business that may come before the Members. If there is an adjournment of the annual, meeting the Board shall call a special meeting as soon as possible to conduct the election of the Directors to the Board.

5.2 Ten (10) days prior to the annual meeting, a complete list of Owners in street order numerically, entitled to vote at the meeting, shall be prepared by the officer in charge of the Association books. This list is subject to inspection during the ten (10) days by any owner and shall also be produced and kept open during the entire time at the time and place of the meeting.

5.3 For the annual meeting, written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes(s) for which the meeting is called, shall be given to members by mail, email, internet website maintained by the Association or hand delivered or left at the member's residence in the member's absence, ten (10) days and not earlier than thirty (30) days before the date of the meeting or by posting the notice in a conspicuous manner on common area property, or with a property owner's consent. If a regular or special meeting is recessed to continue on the following day, the Board is not required to post notice. If requested any mortgagee of record or its designee shall be entitled to receive similar notice.

5.4 Special meetings of the Members shall be called by the President as directed by a resolution of the Board of Directors or upon a petition signed by Members entitled to cast at least one fourth (1/4) of the votes of the Association. A written notice of any special meeting shall be delivered as stated in 5.3 above, at least ten (10) days or less than thirty (30) days prior to the date of meeting, stating the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice and confined to the subject(s) stated in the notice of meeting.

5.5 The presence of Members at any called meeting of fifteen (15%) percent, either present or represented by legitimate proxy, shall be requisite and shall constitute a quorum at all meeting of the Owners for a transaction of business. If a quorum is not present or represented by proxy, the Owners shall have the power to adjourn the meeting until a quorum is present. At a rescheduled meeting at which a quorum is present or represented, any business may be transacted from the original scheduled meeting.

5.6 The voting rights may be cast by an owner (a) in person or by proxy at a meeting of the Association, (b) by absentee ballot or (c) electronic ballot unless the owner attends the meeting. Electronic ballot means a ballot given by e-mail, facsimile or posting on an internet website for which the identity of the property owner may be confirmed and for which the ballot has been received electronically by the property owner. All methods of voting may be used in determining a quorum.

5.7 All annual and special meetings of the Association shall be held at such suitable and convenient place as may be permitted by law and from time to time fixed by the directors and designated in the notices of such meetings.

5.8 At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided on the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law. Each proxy shall be filed with the Secretary of the Association prior to or at the time of the meeting.

5.9 Regular and special meetings of the Board shall be open to all Members; provided that Members who are not Directors, may not participate in any deliberations or discussion at such meetings unless expressly so authorized by a majority of the Directors attending. The Board may, with the approval of a majority of a quorum of the Directors, adjourn any meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or such other business as the Board may deem to be of a sensitive nature. The nature of any and all businesses to be considered in executive session shall first be announced in open session.

5.10 The order of business at all meetings of the Members of Association shall normally be as follows:

- a. Roll Call
- b. Proof of notice of meeting or waiver of notice
- c. Reading of minutes of preceding meeting
- d. Reports of Officers
- e. Reports of Committees
- f. Election of Directors (as appropriate)
- g. Unfinished business
- h. New business
- i. Adjournment

ARTICLE VI

BOARD OF DIRECTORS

6.1 The business and affairs of the Association shall be governed by a Board of Directors composed of not less than five (5) nor more than seven (7) Directors, all of whom need to be Members or related by blood or marriage to a Member, over the age of twenty-one (21) and are permanently residing in Preston Green. The number of directors may be altered, from time to time by resolution of the Board of Directors to any number not less than three (3) nor more than seven (7) Directors.

6.2 Directors shall be elected by vote at the regular annual meeting. The term of office for each Director shall be a period of three (3) years. Each Director may hold office until a successor is elected and qualified. A Director may be elected to succeed himself or herself as Director.

6.3 Vacancies on the Board of Directors caused by any reason shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of this predecessor.

6.4 At any regular or special meeting of the Board of Directors duly called, any one (1) or more of the Directors may be removed with cause by the majority of the Directors present. At any regular or special meeting of the Members of the association duly called, any one (1) or more of the Directors may be removed with cause by the majority of votes present in person or by proxy at such meeting, and a successor may then there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by a Member shall be given an opportunity to be heard at the meeting.

6.5 No Director may receive any salary or compensation from the Association for acting as such. Directors may be reimbursed for expenses incurred in carrying out their duties as Directors upon approval of such expenses by the Board. Nothing herein shall prohibit a Director, in a capacity other than as Director, from entering into a contract with the Association and being compensated for services or supplies furnished to the Association; provided such Director's interest is known and the contract is approved by a majority of the Directors, excluding the director with who the contract is made.

6.6 The Board of Directors shall have the powers and duties necessary for the administration of lawful affairs of the Association for the operation and maintenance of the Property. The board of Directors may do any and all things that are lawful and which are necessary, proper or desirable for the peace, health, comfort, safety, and general welfare of the Owners and Members.

Without in any way limiting the generality of the powers and duties described in Section 6.6 hereof, the Board of Directors shall have the power to, and shall be responsible for the following:

a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration.

b. To establish, make and enforce compliance with rules and regulations necessary for: the orderly operation, use, maintenance, management and enjoyment of the Property; the administration of the Association and the Declaration; and the health, comfort, safety, and general welfare of the Owners and Members. A copy of such rules and regulations shall be delivered or mailed to each Member promptly upon adoption thereof.

c. To keep in good order, condition and repair all the Common Properties and all items of personal property used in the enjoyment of the Common Properties.

d. to insure and keep insured all the insurable Common Properties, if appropriate, in an amount equal to their maximum replacement value, as provided in the Declaration, and to obtain and maintain comprehensive liability insurance covering all Common properties and other property owned by the Association in amounts determined by the Board in its sole and absolute discretion to be adequate. To insure and keep insured all fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners, and any first mortgagees.

e. To fix, determine, levy, adjust, decrease or increase and collect the annual assessments to be paid by each of the Owners; and subject to the provisions of the Declaration, to levy and collect special assessments in order to meet increased operation or maintenance expenses or costs.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from any Owner, as provided in the Declaration and these Bylaws.

g. To protect and defend the entire Property from loss and damage by suit or otherwise.

h. To borrow funds in order to pay costs of operations as authorized by the Declaration, secured by assignment or pledge of rights against delinquent Members, if the Board sees fit

i. To enter into contracts within the scope of their duties and power.

j. To establish one or more bank accounts for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

k. To keep and maintain such books and records as may be required by law and to maintain and present a reasonable comprehensive and accurate record of the receipts, expenses or disbursements of the Association, and to permit examination thereof at any reasonable time by each of the Owners and any first mortgagee of a Lot or a Unit.

l. To meet at least once each quarter.

m. To designate and employ, at the expense of the Association, any and all personnel necessary for the maintenance and operation of the Common Properties.

n. To pay property taxes, if any, on the Common Properties; and to prepare and file annual tax returns with the federal government and make such elections as may be necessary to reduce or eliminate the income tax liability of the Association.

o. To employ such professional agents, at the expense of the Association, as the Board may, at its discretion, deem to be in the best interest of the Association to manage, or assist the Board in managing the affairs of the Association.

p. To grant easements, if the Board deems it appropriate, where necessary for utilities to serve the Property

q. to appoint an Architectural Control Committee; however, if no such committee is appointed, the Board shall have the power and the duty to act as such committee; and to appoint such other committees as may be required to assist the Board.

r. In general, to carry on the administration of the Association and to do all of those things, necessary and reasonable, to effectuate the purposes of the Declaration and these Bylaws.

s. To adopt and amend bylaws.

t. Any vacancy occurring in any office of the Association may be filled by the Board.

u. To do and perform any and all other acts and actions as may be authorized or required by the Declaration and Bylaws or by any lawful act passed by the Texas State Legislature.

6.7 An organizational meeting of a newly elected Board of Directors shall be held within one hundred and twenty (120) days of election at such place as shall be fixed by the Board of Directors at the meeting at which such Directors were elected. And no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the whole Board shall be present.

6.8 Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be recorded in the minutes of the meeting and shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice. If all the Directors are present at any meeting of the Board no notice shall be required and any business may be transacted at such meeting.

6.9 At all meetings of the Board of Directors a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting,

from time to time, without additional notice, until reconvened at such time and place as a quorum is attained. At any such adjourned meeting any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

6.10 The Board shall keep regular minutes of its proceedings. The minutes shall be placed in a minute book of the Association and held in the custody of the Secretary who will make them available for inspection by any Member at a time convenient for the Secretary.

6.11 The Board may, but is not obligated to, require any or all officers or employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. The Association shall pay the premium on such bonds.

6.12 Any action required by law or hereunder to be taken at a meeting of the Board of Directors, or any action which pursuant to the terms hereof or otherwise may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the Directors.

ARTICLE VII

OFFICERS

7.1 The officers of the Association shall be elected by the Board of Directors, and shall consist, at a minimum of the officers of President, Secretary, and Treasurer, of whom the President must be elected from the membership of the Board. The Board may elect or appoint such other officers as Vice President and three (3) At Large Director positions, as it shall deem desirable, such officers to be Members of the Association, and such officers to have the authority to perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except that no single person may hold the offices of both President and Secretary.

7.2 The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. If the election of officers is not held at such meeting, the selection shall be held as soon thereafter as is convenient.

7.3 Any officer elected or appointed by the Board may be removed by the Board whenever, in its judgment, the best interests of the Association will thereby be served. Such removal shall be without prejudice to contract right, if any, of the person so removed. Election or appointment of an officer shall not of itself constitute contract rights.

7.4 The President shall be the chief executive officer of the Association. He or She shall preside at all meetings of both the Association and the Board of Directors. He or She shall have all the general and active management of the business and affairs of the Association, including, but not limited to, the power to appoint committees from among the Members to assist in the administration of the affairs of the Association. He or She shall co-sign all promissory notes and other instruments of conveyance with the Secretary. The President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

7.5 The Vice President, if appointed, shall perform all of the duties of the President in his absence, and such other duties as may be required of him or her from time to time by the Board of Directors.

7.6 The Secretary shall attend all meetings of the Board and all meetings of the Members and record all votes and minutes of all proceedings in a book to be kept for that purpose. He or She shall have

charge of such books and papers as the Board of Directors may direct and shall co-sign all promissory notes and other instruments of conveyance; and, in general, perform all duties incident to the office of the Secretary. He or she shall compile and keep up to date a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show each Member's name, mailing address, email address and the address of that Member's Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable and mutually convenient times.

7.7 The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors, provided that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business for purposes in accordance with and for amounts within the limits of a budget adopted by the Board of Directors. The Treasurer shall be authorized and required to: receive and deposit funds, sign check; maintain proper records of the receipt, disbursement, current value and disposal of all funds and real property of the Association; cause an annual statement of the Association's accounts, and/or an annual statement of income and expenditures to be prepared at the completion of each fiscal year and presented to the Membership at its regular annual meeting; prepare an annual budget for submission to the Board of Directors; and perform such other duties as may be assigned, from time to time, by the Board of Directors.

7.8 Order of Succession. The order of succession of officers will be President, Vice President, Secretary, Treasurer.

ARTICLE VIII

NOMINATION OF DIRECTORS

8.1 Nominations for election to the Board shall be made by write in on an election ballot prepared for the annual meeting of the Board Directors up for election. Nominations may also be made on the floor of a special meeting called for such an election. The Board of Directors may also submit a slate of officers for the Members to consider for election.

MANAGEMENT COMPANY

8.2 The Board of Directors may enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors. The management company shall have and perform such functions, duties and responsibilities as the Board shall determine to be necessary or proper for the operation of the Association.

ARTICLE IX

LIMITATION OF LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

9.1 Limitation of Liability:

a. The Officers, Directors, and Members who serve on committees of the Association shall not be liable to the Association or to any Member for any mistakes of judgment, negligence or otherwise, except for their own individual and willful misconduct or bad faith.

b. Except as members, the officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, except for their own individual willful misconduct or bad faith.

9.2 The Association shall indemnify every Director or Officer, his heirs, executors and administrators, against all loss, cost and expense including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or have been a Director or Officer of the Association, except in matter of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided in connection with such matters in which the Association is advised by counsel, when sought, that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or Officer may be entitled. All liability, loss damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article IX shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a Member or Owner of a Lot covered thereby, or incurred by him as an individual homeowner.

ARTICLE X

OBLIGATIONS OF THE OWNERS

10.1 Except for those owners who initially purchased a Lot, any person, on becoming an Owner of a Lot, shall furnish to the Board satisfactory evidence of ownership in the Lot. A Member shall not be deemed to be in good standing nor entitled to vote at any annual or special meeting of the Association unless this requirement is first met.

10.2 The Owner or the several Owners of an individual Lot shall register and maintain one (1) mailing address or one (1) email address to be used by the Association for delivering or mailing of statement, notices, demands and all other communications. Such registered address and email address of an Owner or Owners:

1. Shall be furnished to the Board within fifteen (15) days after transfer to title or change of address,
2. Shall be in writing, and
3. Shall be signed by the Owner(s) of the Lot or person authorized to represent the interest of the Owner(s) thereof.

Owners who rent their lots must provide the Board of Directors with names, addresses, and contact information of current tenants. This will be used only for emergencies and to distribute information about events occurring in Preston Green Subdivision.

10.3 An Owner who mortgages his Lot shall, upon the request of the Board, furnish the Board with the name and mailing address of his Mortgagee. Such written request by the Mortgagee shall state such Mortgagee's name, mailing address, and the address of the Lot which secures its mortgage.

10.4 All owners shall be obligated to pay the assessments imposed by the Association pursuant to the terms of the Declaration. The assessments shall be made and shall be payable in accordance with the terms of the Declaration. An Owner shall be deemed to be a Member in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these Bylaws.

10.5 Each Owner shall comply strictly with the terms and provisions of the Declaration, and any amendments thereto. Each Owner shall always endeavor to observe and promote the purposes for which they were intended.

10.6 Each Owner may use the Common Properties in accordance with the purposes for which they were intended.

ARTICLE XI

AMENDMENTS

11.1 THESE Bylaws may be altered amended, modified, or repealed and new Bylaws may be adopted by a majority of the Directors or Members, whichever the case may be, present at any regular meeting or at any special meeting, if notice of such proposed action be contained in the notice of such a meeting.

11.2 THESE Bylaws were adopted by vote at the Annual Homeowner's Meeting, November 17, 2020.

CERTIFICATION

I HERBY CERTIFY that the foregoing is true, complete and correct copy of the Bylaws of the Preston Green Homeowners Association, a Texas non-profit association, as adopted by its Board of Directors.

IN WITNESS WHEREOF, I hereunto set my hand this _____ day of _____, 2021.

PRESTON GREEN HOMEOWNERS ASSOCIATION
Acting by and through its Board of Directors

By _____

Printed Name: Carmen Stratton
Title: Secretary

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 20____,

By _____ as Secretary for Preston Green

Homeowners Association.

Printed Name:

Notary Public, State of Texas