



20060209000174790 02/09/2006 10:32:05 AM FD 1/22

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

McKinney Greens Homeowners Association

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

§

COUNTY OF COLLIN

§

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR McKinney Greens Homeowners Association** (this "Declaration"), is made on the date hereinafter set forth by McKinney Greens, L. P., a Texas Limited Partnership ("Declarant"), for the purpose of evidencing the covenants, conditions and restrictions contained herein.

## WITNESSETH:

**WHEREAS**, Declarant, is the owner of that certain real property platted as McKinney Greens, **PHASE 2**, as approved by the City of McKinney and filed of record on October 18, 2005, said subdivision referred to as the "Development", and such plat as may be amended or replatted, being referred to as the "Plat", all of said real property being more specifically described on the Plat of the Development which are incorporated herein and made a part hereof for all purposes (the "Property").

**NOW, THEREFORE**, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant and each owner thereof.

## ARTICLE I

### ADDITIONAL DEFINITIONS

**1.1 Association.** "Association" shall mean and refer to McKinney Greens Homeowners Association, its successors and assigns.

**1.2 Areas of Common Responsibility.** "Areas of Common Responsibility" shall mean those areas in which the Association shall maintain, upkeep and repair, consisting of an open area, common area or other area that is designated as an area "to be maintained by the HOA" on Final Plat.

Provided, however, Areas of Common Responsibility shall specifically exclude sidewalks, street signs, traffic control devices or any other facility owned or operated by the City or public utility companies.

Provided, however, Areas of Common Responsibility shall specifically exclude sidewalks, street signs, traffic control devices or any other facility owned or operated by the City or public utility companies.

**1.3 Declarant.** The term "Declarant" shall mean **McKinney Greens, L.P.**, a Texas Limited Partnership, and any party to whom it shall expressly assign in writing, its rights, powers, privileges and prerogatives hereunder.

**1.4 City.** "City" shall mean the City of McKinney, Texas.

**1.5 Home.** "Home" shall mean a single-family residential unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.

**1.6 Lienholder.** "Lienholder" or "Mortgagee" shall mean the holder of a first mortgage lien, either on any Home and/or any Lot.

**1.7 Lot.** "Lot" or "Lots" shall mean and refer to a portion of the Property designated as a Lot on the Plats of the Property, excluding Open Space, streets, alleys and any Area of Common Responsibility. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.

**1.8 Member.** "Member" shall mean and refer to every person or entity who holds membership in the Association. The Declarant and each Owner shall be a Member in the Association.

**1.9 Owner.** "Owner" shall mean and refer to the record Owner, other than Declarant whether one or more persons or entities, of a fee simple title to any Lot and shall include any homebuilder, but shall exclude those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is a part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.

## **ARTICLE II**

### **PROPERTY RIGHTS**

**2.1 Maintenance of Areas of Common Responsibility by the Declarant and the Association.** Initially, the Declarant will be solely obligated to maintain and improve the Areas of Common Responsibility in a prudent manner to enhance the safety, security and overall appearance of the Development. Upon the happening of either of the events set forth in Section 3.2(b) hereunder, the Association will be solely obligated to maintain and improve the Areas of Common Responsibility in a prudent manner to enhance the safety, security and overall appearance of the Development. As such, the Declarant and Association shall not, except as the Declarant or Association may reasonably deem appropriate to comply with applicable laws or to protect the health, safety or welfare of the Development or the Members, cause (i) any buildings or permanent

structures to be constructed within the Areas of Common Responsibility, or (ii) allow any interference or conflict with the natural or planted vegetation or trees in the Areas of Common Responsibility. The Association shall have the following rights with regard to the Areas of Common Responsibility:

- (i) the right to dedicate or transfer all of any part of the Areas of Common Responsibility to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (a) an instrument of agreement to such dedication or transfer, signed by two-thirds (2/3) of each class entitled to vote (determined pursuant to Section 3.2 hereof) is properly recorded, in the Deed Records of Collin County, Texas, (b) a written notice of proposed action under this Section is sent to every Owner (including Lienholder or Mortgagees) not less than thirty (30) days, nor more than sixty (60) days in advance of said action, and (c) the City consents in writing to the dedication or transfer;
- (ii) the right to borrow money to be secured by a lien against the Areas of Common Responsibility; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder; and
- (iii) the right to enter upon and make rules and regulations relating to the use of the Areas of Common Responsibility.

**2.2 Title to Areas of Common Responsibility.** Immediately upon the recordation of this Declaration, the Declarant shall dedicate and convey to the Association by separate deed, without consideration, the fee simple title to the Areas of Common Responsibility owned by Declarant free and clear of monetary liens and encumbrances other than those created in or subordinate to this Declaration.

## **ARTICLE III**

### **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**3.1 Membership.** Declarant, during the time it owns any Lots, and each person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to assessments which have accrued prior to such transfer.

**3.2 Voting Rights.** The Association shall have two classes of voting membership.

(a) **Class "A".** The Class "A" Members shall be all Owners. The Class "A" Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in

any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class "B".** The Class "B" Member shall be Declarant. The Declarant shall be entitled to ten (10) votes for each Lot it owns; provided however that Declarant shall cease to be a Class "B" Member and shall become a Class "A" Member entitled to one vote per Lot on the happening of either of the following events:

- (i) when the total votes outstanding in the Class "A" membership equals the total votes outstanding in the Class "B" membership, or
- (ii) the expiration of ten (10) years from the recording date of this instrument in the Real Property Records of Collin County, Texas.

**3.3 No Cumulative Voting.** At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors shall determine the total number of votes outstanding and entitled to vote by the Members.

**3.4 Association's Powers.** In addition to the rights of the Association set forth in other sections of this Declaration, the Association shall have the duty to enforce the covenants under this Declaration and maintain all Areas of Common Responsibility and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

(a) The power to levy and collect Assessments (as hereinafter defined), of whatever nature for the maintenance, repair or replacement of the Areas of Common Responsibility existing on the Property and for such other purposes as are herein provided;

(b) The power to keep accounting records with respect to the Association's activities;

(c) The power to contract with and employ others for maintenance and repair; and

(d) The power to adopt rules and regulations concerning the operation of the Association.

**3.5 City's Rights.** Should the Declarant, the Association or its Board fail or refuse to maintain such Areas of Common Responsibility to City specifications for an unreasonable time, not to exceed ninety days after written request to do so, the City, by and through a majority of the City Council members, shall have the same right, power and authority as is herein given to the Association and its Board to enforce this Declaration and levy Assessments in the manner set forth herein. It is understood that in such event, the City may elect to exercise the rights and powers of the Association or its Board, to the extent necessary to take any action required and levy any Assessment that the Association might have, either in the name of the Association, or otherwise, to cover the cost of maintenance of such Areas of Common Responsibility.

## ARTICLE IV



## **ASSESSMENTS MAINTENANCE FUND AND ASSESSMENT LIENS**

**4.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements. Such assessments (collectively, the "Assessments") are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity who was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

**4.2 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots, the improvement and maintenance of the Areas of Common Responsibility and any other property owned by the Association, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs (including reasonable reserves) for all taxes, insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Board of Directors; legal and accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property; reasonable replacement reserves and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, and other charges required or contemplated by this Declaration and/or that which the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein.

### **4.3 Basis and Maximum of Annual Assessments and Assessments on Sale of Lots.**

(a) Commencing as of January 1, 2006, the regular maximum annual Assessment shall be an amount not to exceed \$240 per Lot.

(b) From and after January 1, 2006, the maximum regular annual assessment may be increased by an amount up to twenty percent (20%) over the preceding year's regular annual assessment solely by the Board of Directors. Any increase over and above 20% of the previous year's regular annual assessment shall be done only by the prior written approval of sixty-six and two-thirds percent (66-2/3 %) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting at which a quorum is present.

(c) In addition to the regular annual assessment, each and every time a Lot in the Development is sold an additional assessment of \$150.00 and the pro-rata share of annual

assessments due on such Lot shall be paid to the Association by the purchaser of the Lot at the closing of each sale of said Lot.

**4.4 Special Assessments.** In addition to the regular annual Assessment and Assessments on the sale of lots authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to the provisions of this Declaration, provided that any such Assessment shall have the prior written approval of sixty-six and two-thirds percent (66-2/3 %) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting at which a quorum is present. Any Special Assessments shall be prorated based on the period of time the Owner owns the Lot during such year.

**4.5 Notice and Quorum for any Action Authorized Under Sections 4.3 and 4.4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 and 4.4 hereunder shall be given to all Members not less than ten (10) days nor more than twenty (20) days in advance of such meeting. At such meeting, the presence of Members or of written proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

**4.6 Uniform Rate of Assessment.** Both the regular annual and Special Assessments shall be fixed at a uniform rate for all Lots, and shall commence and be due in accordance with the provisions of Section 4.7 hereof. Each Owner shall pay one hundred percent (100%) of the established Assessment for each Lot he or it owns.

**4.7 Date of Commencement of Annual Assessments; Due Dates.**

(a) The obligation to pay regular annual Assessments provided for herein shall commence no earlier than January 1, 2006. The Assessments shall then be due on such payment dates as may be established by the Association. Assessments shall be due and payable on an annual basis unless otherwise designated by the Association.

(b) As long as Declarant is a Class "B" Member pursuant to Section 3.2 hereof, Declarant shall pay the deficiency resulting in the event the cost of maintenance exceeds the amount of the Assessments received from the Owners; provided, however, in such event, Declarant shall not otherwise be required to pay Assessments with respect to portions of the Property owned by Declarant; and further, provided, however, in no event shall Declarant be required to pay an amount which is in excess of one hundred percent (100%) of the established Assessment for each Lot it owns. When the Declarant is converted to a Class "A" Member, the Declarant (i) shall no longer be responsible for contributing shortfalls outlined in the preceding sentence but rather, (ii) shall commence making regular annual and Special Assessments pursuant to Sections 4.3 and 4.4 hereof calculated on the number of Lots Declarant then owns.

(c) The annual Assessments for the first Assessment year shall be fixed by the Association prior to the sale of the first Lot to an Owner. Except for the first Assessment year, the

Association shall fix the amount of the annual Assessment at least thirty days in advance of each Assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the regular annual Assessment upon thirty days written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted pursuant to Section 4.3 hereof. Written notice of the regular annual Assessment shall be given as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed either by the President, Vice President or the Treasurer of the Association setting forth whether the annual and special Assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(d) No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Development or Open Spaces or by abandonment of his Home.

#### **4.8 Effect of Non-Payment of Assessments; Remedies of the Association.**

(a) All payments of the Assessments shall be made to the Association at its principal place of business in Tarrant County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

(b) Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the date of delinquency (with no notice required to be given), until paid, at the rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is the lesser. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided in Subsection 4.8(d) hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce any Assessments.

(c) No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of Collin County; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option,

include interest on the unpaid Assessment at the maximum legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association.

(d) Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas (as it may be amended from time to time), or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the Association a power of sale as set forth in said Section 51.002 of the Property Code, in connection with the Assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(e) Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing or recording the lien and the release. The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided.

**4.9 Subordination of Lien to First Mortgages.** The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any first lien mortgage on any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any first lien mortgage, pursuant to a decree of foreclosure or a non-judicial foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

**4.10 Management Agreements.** The Association shall be authorized to enter into management agreements with third parties in connection with the operation and management of the development and the performance of its obligations hereunder. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty by either party with thirty (30) days written notice. Any and all management agreements shall be for a term not to exceed one year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Association may, at its discretion, assume self management of the development by the Association.

**4.11 Insurance Requirements.** The Association shall obtain insurance policies covering the Areas of Common Responsibility and Open Spaces and covering all damage or injury caused by the negligence of the Association, any of its employees, officers, directors and/or agents, including, but not limited to, commercial general liability insurance, directors and officers liability insurance, and such other insurance as the Association may from time to time deem necessary or appropriate.



## ARTICLE V

### ARCHITECTURAL REVIEW COMMITTEE

**5.1 Appointment of Members.** The Declarant shall appoint an Architectural Control Committee (the "Committee"), which shall consist of three members who shall be natural persons and may be employed by Declarant. All matters before the Committee shall be decided by majority vote of its members. After the construction of a Home on the last Lot in the Development, the Association shall assume all of the rights and powers of the Committee. In the event of death, incapacity or resignation of a member of the Committee, the successor for such member shall be appointed by the majority of the remaining members of the Committee if before the above date and by the Association if after such date.

**5.2 Submission of Plans to Architectural Control Committee.** No building, fence, wall, parking area, swimming pool, spa, pole, mail box, driveway, fountain, pond, tennis court, sign, exterior color or shape, or new or modification of a structure shall be commenced, erected or maintained upon any Lot or the patio or garage used in connection with any Lot after the purchase of any Lot from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved by the Committee. Plans and specification shall be submitted to the Committee at least fourteen (14) days prior to the commencement of any construction or modification. The following shall be submitted for approval: a site plan showing the entire Lot with existing improvements, and floor plan and elevations of all faces of the proposed structure; and a description of all exterior construction materials. A copy of the above described plans and specifications may be retained by Declarant.

**5.3 Approval of Plans.** The Committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. If the Committee fails to approve or disapprove said plans and specifications within fourteen (14) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. Any disapproval shall set forth the elements disapproved and the reason or reasons thereof. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive and the Owner shall promptly correct the plans and specifications (if disapproved) and resubmit them for approval. No construction, alteration, change or modification shall commence until approval of the Committee is obtained. The Committee may approve any deviation from these covenants and restrictions as the Committee, in its sole and absolute discretion, deems consistent with the purpose hereof. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the denial of any submittal or grant of any deviation to an Owner. Future requests for deviations submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a deviation to any Owner shall not constitute a waiver of the Committee's rights to strictly enforce the Declaration and the architectural standards provided herein against any other Owner. Approval by the Committee of the plans and specifications or its determination that the completed construction or modification has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgment by the Committee that such are in



accordance with this Declaration and such acknowledgment shall be binding against the Owners of the Lots and the Property.

**5.4 Committee Members' Liability.** Neither the Declarant, the Association, the Board, the Committee nor any employees, officers, directors or members thereof shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications. Any errors in or omissions from the plans of the site plan submitted to the Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other issue.

**5.5 Homebuilder Plans.** Notwithstanding anything to the contrary contained herein, once a particular set of plans and specifications submitted by a homebuilder (which for purposes hereof shall be defined as any entity or person in the business of constructing single family residences for the purpose of sale to third parties) has been approved by the Committee or deemed approved, such homebuilder may construct homes in the Development on any Lot in accordance with such plans and specifications without the necessity of obtaining subsequent approvals therefor, so long as there are no major material changes in the plans and specifications and the Committee approves of the location of the plans and specifications to prevent unnecessary duplication thereof within the Development.

**5.6 Design Guidelines.** The Committee has the right to issue Design Guidelines from time to time which will contain the specific provisions applicable to all of the Lots regarding style, basic site design issues, aesthetics of each home, the use of quality exterior finish materials and minimum landscaping plans for the Lots. The Design Guidelines will be used by the Committee with the Declaration to determine the approval of all plans.

## **ARTICLE VI**

### **CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS**

**6.1 Residential Use.** The Property shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence per Lot, which residence may not exceed two and one-half (2-1/2) stories in height and a private garage as provided below, which residence shall be constructed to minimum Federal Housing Authority ("FHA") and Veteran's Administration ("VA") standards, unless otherwise approved in writing by the Committee.

**6.2 Single Family Use.** Each residence shall be limited to occupancy by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons residing together as a single housekeeping unit, in addition to any household or personal servant staff.

**6.3 Garage Required.** Each residence shall have an enclosed garage suitable for parking a minimum of two standard size automobiles, which garage shall conform in design and materials with the main structure.

**6.4 Restrictions on Resubdivision.** No Lot shall be subdivided into smaller Lots.

**6.5 Driveways.** All driveways shall be surfaced with concrete or similar substance approved by the Committee.

**6.6 Uses Specifically Prohibited.**

(a) No temporary dwelling shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street on which the Lot fronts) shall be permitted on any Lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a specifically permitted Lot during construction of the residence on that Lot. No building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless properly concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked while in use for the construction, maintenance or repair of a residence in the Development.

(c) Trucks with tonnage in excess of one and one-half (1.5) tons and any commercial vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements.

(d) No vehicle of any size which transports flammable or explosive cargo may be kept on the Property at any time.

(e) No motorized vehicle or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks (including those with attached bed campers) that are in operating condition and have current license plates and inspection stickers and are in current use.

(f) No structure of a temporary character, such as a trailer, tent, shack, barn, underground tank or structure or other out-building shall be used on the Property at any time as a dwelling house;

provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during the construction period, but not as a residence.

(g) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other qualified animals may be kept as household pets. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the peace and quiet and health and safety of the community. No more than four pets will be permitted on each Lot. Pets must be restrained or confined to the homeowner's rear yard within a secure fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris or odor noxious to adjoining Lots. All animals must be properly registered and tagged for identification in accordance with local ordinances.

(i) No Lot or other area of the Property shall be used as a dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may only be stored on Lots during construction of the improvement thereon.

(j) No individual water supply system shall be permitted on any Lot.

(k) No individual sewage disposal system shall be permitted on any Lot.

(l) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any Owner, tenant or other person prior to the erection of a residence.

(m) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(n) Except with the written permission of the Committee, no antennas, satellite dishes or other equipment for receiving or sending sound or video signals shall be permitted in or on the Property except antennas for AM or FM radio reception and UHF and VHF television reception. Such antennas shall be located inside the attic of the main residential structure except that, only upon the prior written permission of the Committee, one antenna may be permitted to be attached to the roof of the main residential structure not to extend above said roof more than a maximum of six (6.0)

feet and one satellite dish or similar antenna may be placed in the rear yard of a Lot so long as it is completely screened from view from any adjacent street or other public area.

(o) No Lot or improvement thereon shall be used for a business, professional, commercial or manufacturing purposes of any kind for any length of time. No business activity shall be conducted on the Property which is not consistent with single family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales/construction office for so long as such builder is actively engaged in construction on the Property. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' peaceful use and enjoyment of their residences and yards.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between three and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within that area that is ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a minimum height of six feet above the adjacent ground line.

(q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property.

(r) Within those easements on each Lot as designated on the Plat of the Development, no improvement, structure, planting or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation and maintenance of public utilities, or which might alter the direction of flow within drainage channels or which might obstruct or retard the flow of water through drainage channels. The general grading, slope and drainage plan of a Lot as established by the Declarant's approved development plans may not be altered without the approval of the City and/or other appropriate agencies having authority to grant such approval.

(s) No sign of any kind or character, including (a) any signs in the nature of a "protest" or complaint against Declarant or any homebuilder, (b) or that describe, malign or refer to the reputation, character or building practices of Declarant or any homebuilder, or (c) discourage or otherwise impact or attempt to impact anyone's decision to acquire a lot or residence in the Development shall be displayed to the public view on any Lot or from any home on any Lot except for one professionally fabricated sign of not more than five square feet advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sales period. Declarant, any home builder, or their agents shall have the right, without notice, to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The failure to comply with this restriction will also subject any Owner to a fine of \$100.00



per day (to be collected by Declarant) for each day that such Owner fails to comply with this restriction. The non-payment of such fine can result in a lien against said Lot, which lien may be foreclosed on in order to collect such fine.

(t) Outdoor clothes lines and drying racks visible to adjacent Properties are prohibited. Owners or residents of Lots where the rear yard is not screened by solid fencing or other such enclosures, shall construct a drying yard or other suitable enclosure or screening to shield from public view clothes drying racks, yard maintenance equipment and/or storage of materials.

(u) Except within fireplaces in the main residential dwelling and equipment for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

**6.7 Minimum Floor Area.** The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls (but exclusive of open porches, garages, patios and detached accessory buildings) shall be not less than one thousand two hundred (1,200) square feet or the minimum floor area as specified by the City, whichever is greater.

**6.8 Building Materials.** The total exterior wall area (excluding windows, doors and gables) of each residence constructed on a Lot shall not be less than seventy-five percent (75%) (but not less than the minimum percentage as established by the City by ordinance or building code requirement) brick, brick veneer, stone, stone veneer, or other masonry material approved by the Committee. Hardiplank is not considered to be a masonry material. Windows, doors, other openings, gables or other areas above the height of the top of standard height first-floor windows are excluded from calculation of total exterior wall area. All roofing shall be "20 year composite shingles", or approved equal, or variegated pitch in "Weathered Wood" or other Committee approved color and shall comply with requirements of the City, the FHA, the VA and the Committee. All main residences shall have a minimum 8/12 roof pitch on the major portions of the building.

**6.9 Setback Requirements.** No dwelling shall be located on any Lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or as required by the City.

**6.10 Waiver Of Setback Requirements.** With the written approval of the Committee and subject to plat and zoning restrictions, any building may be located further back from the front property line of a Lot than provided above, where, in the opinion of the Committee, the proposed location of the building will enhance the value and appearance of the Lot and will not negatively impact the appearance of adjoining Lots.

**6.11 Fences and Walls.** All fences and walls shall be constructed of masonry, brick, wood or other material approved by the Committee. No fence or wall on any Lot shall extend nearer to any street than the front of the residence thereon. Except as otherwise specifically approved by the Committee, all streetside side yard fencing on corner Lots shall be set no closer to the abutting side street than the property line of such Lot. No portion of any fence shall exceed six (6) feet in height. Any fence or portion thereof that faces a public street shall be constructed so that all structural members and, unless Declarant determines otherwise, support posts will be on the side of the fence away from the street and are not visible from any public right-of-way.



**6.12 Sidewalks.** All walkways along public right-of-ways shall conform to the minimum property standards of the City, FHA and VA.

**6.13 Mailboxes.** Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee (unless gangboxes are required by the U.S. Postal Service).

**6.14 Windows.** Windows, jambs and mullions shall be composed of anodized aluminum or wood. All front elevation windows shall have baked-on painted aluminum divided light windows (no mill finish).

**6.15 Landscaping.** Landscaping of each Lot shall be completed within sixty (60) days, subject to extension for delays caused by inclement weather, after the home construction is completed and shall include grassed front, side and back yards, a minimum of twelve (10) three (3) gallon shrubs, and, subject to the soil conditions of each Lot, a minimum of one (1) two-inch (2") caliper tree.

**6.16 General Maintenance of Lots.** Following occupancy of the Home upon any Lot, each Owner shall maintain and care for the Home, all improvements and all trees, foliage, plants, and lawns on the Lot and otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area, such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components, (ii) the regular painting of all exterior surface, (iii) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas and other exterior portions of the improvements to maintain an attractive appearance, and (iv) regular mowing and edging of lawn and grass areas. Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Declarant or the Association, or either of them, at its option and discretion, but without any obligation to do so, but only after ten days written notice to such Owner to comply herewith, may enter upon such Owner's Lot and undertake to maintain and care for such Lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Declarant and/or Association for the cost of such work within ten days after presentment of such statement. This provision, however, shall in no manner be construed to create a lien in favor of any party on any Lot for the cost or charge of such work or the reimbursement for such work.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

**7.1 Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plats. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences, Declarant reserves the right to make changes in and additions to the above-referenced easements for the purpose of most efficiently and economically installing improvements to the Lots.

**7.2 Enforcement.** The Declarant or the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and Articles of Incorporation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys fees from the nonprevailing party.

**7.3 Severability.** If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the final judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

**7.4 Term.** The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant (during the time it owns any Lots), the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, in perpetuity.

**7.5 Amendment.**

(a) This Declaration may be amended or modified upon the express written consent of at least sixty-six and two-thirds percent (66-2/3 %) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by Members at a meeting at which a quorum is present. If the proposed amendment involves a modification of any of the Association's agreements, covenants or restrictions pertaining to the use, maintenance, operation, maintenance and/or supervision of any Areas of Common Responsibilities, the approval of the City must also be obtained for such amendment. Any and all amendments, if any, shall be recorded in the office of the County Clerk of Collin County, Texas. Notwithstanding the foregoing, Declarant shall have the right to execute and record amendments to this Declaration without the consent or approval of any other party if the sole purpose of the amendment is for the purpose of correcting technical errors or for purposes of clarification.

(b) Declarant intends that this Declaration may be amended to comply (if not in compliance with all requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), FHA and VA. Notwithstanding anything to the contrary contained herein, if this Declaration does not comply with FHLMC, FNMA, VA or FHA requirements, the Board and/or the Declarant shall have the power in its discretion (on behalf of the Association and each and every Owner) to amend the terms of this Declaration or to enter into any agreement with FHLMC, FNMA, VA, and FHA, or their respective designees, reasonably required by FHLMC, FNMA, VA or FHA to allow this Declaration to comply with such requirements. Should the FHLMC, FNMA, VA or FHA subsequently delete any of their respective requirements which necessitate any of the provisions of this Declaration or make any such requirements less stringent, the Board and/or the Declarant, without approval of the Owners, may, upon reasonable justification, cause an amendment to this Declaration to be executed and recorded to reflect such changes.

(c) Any amendment to this document by the Declarant or by election of the Members, shall require the approval of the City of McKinney.

**7.6 Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

**7.7 Remedies.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the covenants, conditions and restrictions contained herein could cause irreparable injury to Declarant and/or the other Owners and that the Declarant's and/or the other Owner's remedies at law for any breach of the Owners' obligations contained herein would be inadequate. Enforcement may be commenced by the Association, the Declarant, the City, or any Owner against any person or persons violating or attempting to violate them, and failure by the Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The rights created herein are unique and enforceable by specific performance.

**7.8 Notices to Member/Owner.** Any notice required to be given to any Member and/or Owner under the provisions of this Declaration shall be deemed to have been properly delivered forty-eight (48) hours after deposited in the United States Mail, postage prepaid, certified or registered mail, and addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**7.9 Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender and words in the singular, shall be held to include the plural and vice versa unless the context requires otherwise.

**7.10 Formation of Association; Inspection of Documents, Books and Records.** The Association shall be formed by Declarant as a non-profit corporation in accordance with the laws of the State of Texas. Management and governance of the Association shall be implemented and/or undertaken in accordance with its Articles of Incorporation, in accordance with this Declaration, and in accordance with the Bylaws which shall be adopted by the Association following its formation. The Association shall make available copies of the Declaration, Bylaws, Articles of Incorporation, rules and regulations governing the Association as well as the books, records and financial statements of the Association for inspection by Owners or any Mortgagee during regular business hours or other reasonable times.

**7.11 Indemnity.** The Association shall indemnify, defend and hold harmless the Declarant, the Board, the Committee and each director, officer, employee and agent of the Declarant, the Board and the Committee from all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorneys' fees) incurred by such indemnified person under or in connection with this Declaration or the Property to the fullest extent permitted by

applicable law. Such indemnity shall include matters arising as a result of the sole or concurrent negligence of the indemnified party, to the extent permitted by applicable law.

**7.12 FHA/VA Approval Requirement.** As long as there remains any Class B membership and any first lien mortgage is in effect with respect to any Lot which is insured by FHA or VA, the following actions shall require prior approval of FHA or VA (if such approval is required under the then applicable FHA or VA regulations): amendment of the Articles of Incorporation, Declaration or Bylaws; annexation of additional property; mortgaging or dedication of the Open Space; and dissolution of the Association.

**7.13 Failure of Declarant or Association to Perform Duties.** Should the Declarant or the Association fail to carry out its duties as specified in this Declaration, the City or its lawful agents shall have the right and ability, after due notice to the Declarant or the Association, to remove any landscape systems, features or elements that are the responsibility of and cease to be maintained by the Declarant or the Association; to perform the responsibilities of the Declarant or the Association if either party fails, to do so in compliance with any of the provisions of this Declaration or of any applicable City codes or regulations; to assess the Declarant or the Association for all costs incurred by the City in performing said responsibilities if the Declarant or the Association fails to do so; and/or to avail itself of any other enforcement actions available to the City pursuant to state law or City codes and regulations. Should the City exercise its rights as specified above, the Declarant or the Association shall indemnify and hold harmless the City from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the City's removal of any landscape systems, features or elements that cease to be maintained by the Declarant or the Association or from the City's performance of the aforementioned operations, maintenance or supervision responsibilities of the Declarant's or the Association's failure to perform said duties. The obligations described in this paragraph are solely obligations of the Association (and the Declarant if the Declarant remains so obligated), and no other party, including without limitation, the Declarant (assuming the Declarant is no longer so obligated) or any Owner, shall have any liabilities or obligations in connection therewith.

**7.14 Binding Effect.** Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Development. This Declaration, when executed, shall be filed of record in the Real Property Records of Collin County so that each and every owner or purchaser of any portion of the Development is on notice of the conditions, covenants, restrictions and agreements herein contained.

**7.15 Recorded Plat; Other Authorities.** All dedications, limitations, restrictions and reservations that are shown on the Plats are deemed to be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by the Declarant, conveying the Lots, whether specifically referred to therein or not. If other authorities, such as the City or Collin County, impose more demanding, expensive, extensive or restrictive requirements than those that are set forth herein (through zoning or otherwise), the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those that are set forth herein shall not supersede or diminish the requirements that are set forth herein.



**7.16 Additions to the Development.** Additional property may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with the City and the Real Property Records of Collin County, Texas, which shall extend the scheme of this Declaration to such property, provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association. Any additions made pursuant to paragraphs (a) and (b) of this Section, when added, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(c) The Declarant shall have the right and option, without the joinder, approval or consent of any person(s) or entity(ies) except for the City of McKinney to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or part) within 1 mile of any real property then subject to the jurisdiction of this Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme.

(d) Any amendment to this document or addition of real property by the Declarant or by election of the Members, shall require the approval of the City of McKinney.

**7.17 No Warranty of Enforceability.** While the Declarant has no reason to believe that any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Development in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant and the Committee harmless therefrom. The Declarant shall not be responsible for the acts or omissions of any individual, entity or other Owners.

**7.18 Right of Enforcement.** The failure by Declarant or the Committee to enforce any provision of this Declaration shall in no event subject Declarant or the Committee to any claims, liability, costs or expense; it being the express intent of this Declaration to provide Declarant with



the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Lot(s) in the Development.

**7.19 Residential Construction Liability Act.** Without waiving any rights under law or equity, all Owners acknowledge, covenant and agree that residential construction defect claims regarding any Home against the Declarant or any homebuilder in Texas are controlled by the Texas Residential Construction Liability Act (Tex. Prop. Code §27.001 *et seq.*, as amended) which preempts the Texas Deceptive Trade Practices Act (Tex. Bus. & Com. Code ' 17.41 *et seq.*, as amended) and any other law.

**7.20 Universal Easements.** The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed two (2) foot in width over all adjoining Lots for the purpose of accommodating any encroachment or protrusion due to engineering or fence line errors, errors in original construction, surveying, settlement or shifting of any building, or any other cause. There shall be easements for the maintenance of said encroachment, protrusion, settling or shifting; provided, however, that in no event shall an easement for encroachment or protrusion be created in favor of an Owner or Owners of said encroachment or protrusion occurred due to willful misconduct of said Owner or Owners. In addition, the Owner of each Lot is hereby granted an easement for encroachments not to exceed three (3) feet in width by misplaced fences or fence lines and overhanging roofs, eaves or other improvements as originally constructed over each adjoining Lot and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to each affected Lot and shall pass with each conveyance of said Lot.

**7.21 EPA Compliance.** The Owner of each Lot agrees to comply with all EPA rules and regulations regarding erosion control and compliance with a Storm Water Pollution Prevention Plan affecting the Lots (the "Plan") which will include elements necessary for compliance with the nationwide general permit for construction activities administered by the EPA under the National Pollutant Discharge Elimination System. Each Owner acknowledges that the Declarant and any homebuilder will not bear any responsibility for complying with a Plan on any Lot upon the sale of each Lot in the Development.

**7.22 Soil Movement.** EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION AND CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL MOVEMENT.

If the Owner fails to exercise the necessary precautions, damage, settlement, movement or upheaval to the foundation may occur. Owners are highly encouraged to install and maintain a full irrigation system around the home to ensure even, proportional, and prudent watering around the foundation.

Accordingly, by each Owner's acceptance of a warranty deed to any Lot, each Owner, on behalf of Owner and Owner's representatives, successors and assigns, hereby acknowledge that the developer, Declarant, all homebuilders in the Development, the Association, and Architectural Control

Committee shall not be responsible or liable for any damage, settlement, movement or upheaval to the foundation or any other part of the residence constructed on said Lot and hereby releases and forever discharges, developer, all homebuilders in the Development, Declarant, Association, and Architectural Control Committee, and their respective shareholders, members, officers, directors, partners, employees, agents, representatives, affiliates, attorneys, successors and assigns, of and from any and all claim for the relief and/or causes of actions, liabilities, damages and claims whatsoever, known or unknown direct or indirect, arising from or relating to the foundation and/or the residence constructed upon the Lot, including but not limited to any damage thereto caused by and/or related in any fashion to the soil condition upon which the same are constructed, the presence of groundwater and any other subsurface condition affecting the Lot and/or from the failure or improper or uneven watering of the Lot, inadequate grading or drainage facilities to carry water away from the foundation, or planting of improper vegetation near the foundation or any action which affects the drainage of the Lot.

The Owner of any Lot, and the Owner's legal representatives, successors and assigns, shall assume all risk and consequences to the residential structure, including but not limited to those arising or relating to the subsurface and surface soil condition in and around the Lot, the failure of the Owner or any other person or entity to exercise prudent maintenance procedures and/or the Owner's negligence in protecting and maintaining the integrity of the foundation and structure of the residence.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 8 day of February, 2008.

McKinney Greens L.P.,  
a Texas Limited Partnership

By: PARS Investments Inc.,  
Its: General Partner

By: Mehrdad Moayed  
Mehrdad Moayed, President

STATE OF TEXAS §  
COUNTY OF Tarrant §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mehrdad Moosipedi, President of PARS Investments Inc., the General Partner of McKinney Greens L.P., 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 as the act of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8 day of February, 2007.



Laura Wayland  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: Laura Wayland  
My Commission Expires: July 14, 2008

**AFTER RECORDING RETURN TO:**

McKinney Greens HOA  
3901 W. Airport Freeway, Suite 200  
Bedford, TX 76021

Filed and Recorded  
Official Public Records  
Brenda Taylor, County Clerk  
Collin County, TEXAS  
02/09/2006 10:32:05 AM  
\$100.00 PHORN  
20060209000174790



Brenda Taylor

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR**

**McKinney Greens Homeowners Association**

**STATE OF TEXAS**

**§**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF COLLIN**

**§**

**§**

This **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR McKinney Greens Homeowners Association** (this "First Amendment") is made on the date hereinafter set forth by McKinney Greens, L. P., a Texas Limited Partnership ("Declarant"), for the purpose of evidencing the covenants, conditions and restrictions contained herein.

**RECITALS**

A. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for McKinney Greens Homeowners Association, which instrument is filed under Instrument Number 20060209000174790 of the Real Property Records of Collin County, Texas (the "Declaration"). All terms defined in the Declaration are used in this First Amendment with the same meanings except as otherwise provided herein.

B. Pursuant to the rights reserved to Declarant in Section 7.5(a) of the Declaration, Declarant has determined that certain amendments are required to correct technical errors in the Declaration.

ACCORDINGLY, Declarant hereby adopts the terms and provisions of this First Amendment and declares that the Declaration is amended as hereinafter set forth.

1. The definition of "Association" (as defined in Article I, Section 1.1 of the Declaration) is hereby amended to mean and refer to McKinney Greens HOA, its successors and assigns.

2. The definition of "Plat" (as defined in the first recital on page 1 of the Declaration) is hereby amended to mean and refer to that certain plat referred to as The Greens of McKinney, Phase 2, an addition in the City of McKinney, Collin County, Texas according to the plat thereof recorded as Instrument Number 20060324010001190 of the Plat Records of Collin County, Texas.

3. The terms and provisions of this First Amendment shall modify and supersede all terms and provisions of the Declaration that are in irreconcilable conflict herewith. Except as so modified

and superseded by this First Amendment, the terms and provisions of the Declaration are ratified and confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 24 day of March, 2006.

McKinney Greens L.P.,  
a Texas Limited Partnership

By: PARS Investments Inc., a Texas Corporation  
Its: General Partner

By: Mehrdad Moayed  
Mehrdad Moayed, President

STATE OF TEXAS §  
COUNTY OF Tarrant §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mehrdad Moayed, President of PARS Investments Inc., the General Partner of McKinney Greens L.P., 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 as the act of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24 day of March, 2006.



Laura Wayland  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: Laura Wayland  
My Commission Expires: July 14, 2008

**AFTER RECORDING RETURN TO:**

McKinney Greens HOA  
3901 W. Airport Freeway, Suite 200  
Bedford, TX 76021



Filed and Recorded  
Official Public Records  
Brenda Taylor, County Clerk  
Collin County, TEXAS  
03/27/2006 10:28:19 AM  
\$20.00 BNOPP  
20060327000309620



*Brenda Taylor*

## COLLIN COUNTY, TEXAS

200 S. McDonald, Suite 120

McKinney, TX, 75069

972-548-4185



Brenda Taylor

COUNTY CLERK

Receipt for Services

Cashier	BNOPP	Batch #	21268
		Date:	03/27/2006
		Time:	10:28:19AM
Customer Name	MCKINNEY GREENS HOA 3901 W AIRPORT FRWY #200 BEDFORD, TX 76021		

Date	Instrument No	Document Type	Transaction Type	GF Number	Pg/Amt
3/27/2006 10:28:19AM	20060327000389820	AM			2
		AM		Total:	20.00
		Fee Total:			20.00
CASH					20.00
		Payment Total:			20.00

**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR**

**McKinney Greens Homeowners Association**

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

This **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR McKinney Greens Homeowners Association** (this "**First Amendment**") is made on the date hereinafter set forth by McKinney Greens, L. P., a Texas Limited Partnership ("**Declarant**"), for the purpose of evidencing the covenants, conditions and restrictions contained herein.

**RECITALS**

A. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for McKinney Greens Homeowners Association, which instrument is filed under Instrument Number 20060209000174790 of the Real Property Records of Collin County, Texas (the "**Declaration**"). All terms defined in the Declaration are used in this First Amendment with the same meanings except as otherwise provided herein.

B. Pursuant to the rights reserved to Declarant in Section 7.5(a) of the Declaration, Declarant has received written consent of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding votes held by members at a meeting at which a quorum was present.

ACCORDINGLY, Declarant hereby adopts the terms and provisions of this Second Amendment and declares that the Declaration is amended as hereinafter set forth.

1. Article 6.6 (s) is amended to read: No sign of any kind or character, including (a) any signs in the nature of a "protest" or complaint against Declarant or any homebuilder, (b) or that describe, malign or refer to the reputation, character or building practices of Declarant or any homebuilder, or (c) discourage or otherwise impact or attempt to impact anyone's decision to acquire a lot or residence in the Development shall be displayed to the public view on any Lot or from any home on any Lot except for one professionally fabricated sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. **Signs advertising the property for Lease or Rent are expressly prohibited.** Declarant, any home builder, or their agents shall have

the right, without notice, to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The failure to comply with this restriction will also subject any Owner to a fine of \$100.00 per day (to be collected by Declarant) for each day that such Owner fails to comply with this restriction. The non-payment of such fine can result in a lien against said Lot, which lien may be foreclosed on in order to collect such fine

2. Article 6.11 is amended to read: All fences and walls shall be constructed of masonry, brick, wood or other material approved by the Committee. No fence or wall on any Lot shall extend nearer to any street than the front of the residence thereon. Except as otherwise specifically approved by the Committee, all streetside side yard fencing on corner Lots shall be set no closer to the abutting side street than the property line of such Lot. No portion of any fence shall exceed six (6) feet in height. Any fence or portion thereof that faces a public street shall be constructed so that all structural members and, unless Declarant determines otherwise, support posts will be on the side of the fence away from the street and are not visible from any public right-of-way. **Any fence at the rear of a lot that abuts the golf course must be constructed of wrought iron must not exceed four (4) feet in height and be designed to the specifications outlined in the attached Exhibit A.**
3. Article 6.13 is amended to read: Mailboxes shall be standardized and shall be constructed of a material and design as outlined in the **Attached Exhibit B.**
4. Article 6.15 is amended to read: Landscaping of each Lot shall be completed within sixty (60) days, subject to extension for delays caused by inclement weather, after the home construction is completed and shall include grassed front, side and back yards, a **minimum of twelve (12) three (3) gallon shrubs, and, subject to the soil conditions of each Lot, a minimum of one (1) three-inch (3") caliper tree.**
5. The terms and provisions of this Second Amendment shall modify and supersede all terms and provisions of the Declaration that are in irreconcilable conflict herewith. Except as so modified

**[The remainder of this page left intentionally blank]**



IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 14 day of Sept, 2006.

McKinney Greens L.P.,  
a Texas Limited Partnership

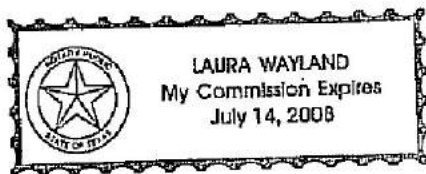
By: PARS Investments Inc., a Texas Corporation  
Its: General Partner

By: Mehrdad Moayed  
Mehrdad Moayed, President

STATE OF TEXAS §  
COUNTY OF Tarrant §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mehrdad Moayed, President of PARS Investments Inc., the General Partner of McKinney Greens L.P., 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 as the act of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

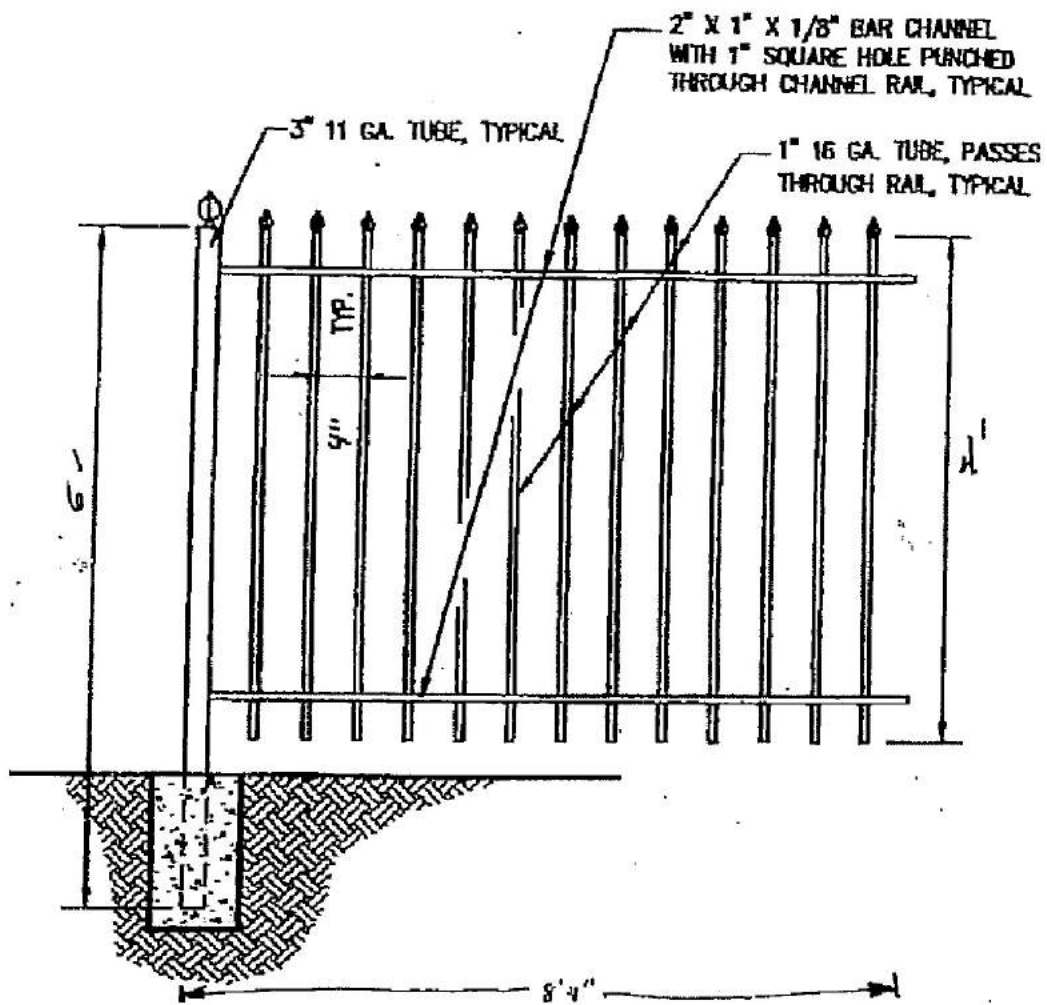
Given under my hand and seal of office this 14 day of Sept., 2006.



Laura Wayland  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: Laura Wayland  
My Commission Expires: July 14, 2008

**AFTER RECORDING RETURN TO:**

McKinney Greens HOA  
3901 W. Airport Freeway, Suite 200  
Bedford, TX 76021



## WROUGHT IRON FENCE DETAIL

1/2" = 1'-0"

McCutcheon Welding, Inc.

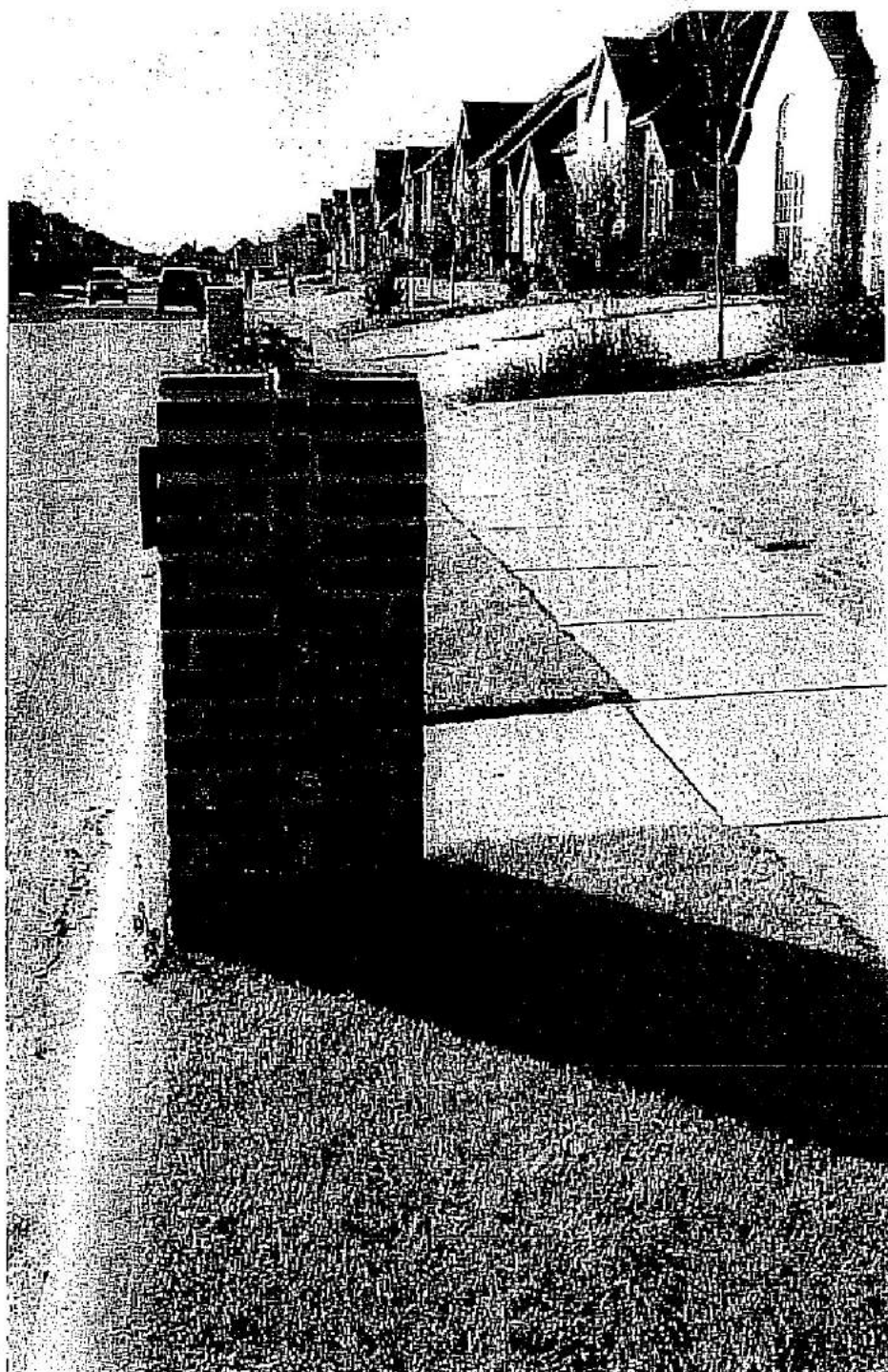


Ornamental Fencing

1-479-636-3358 • Fax 631-9954

Lynn

1-479-263-1695



Filed and Recorded  
Official Public Records  
Brenda Taylor, County Clerk  
Collin County, TEXAS  
10/18/2006 01:47:45 PM  
\$35.00 DLAIRD  
20061018001499570



*Brenda Taylor*



**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR**

**McKinney Greens Homeowners Association**

**STATE OF TEXAS       §  
                              §  
COUNTY OF COLLIN   §**

**KNOW ALL MEN BY THESE PRESENTS**

This **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR McKinney Greens Homeowners Association** (this "First Amendment") is made on the date hereinafter set forth by McKinney Greens, L. P., a Texas Limited Partnership ("Declarant"), for the purpose of evidencing the covenants, conditions and restrictions contained herein.

**RECITALS**

A. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for McKinney Greens Homeowners Association, which instrument is filed under Instrument Number 20060209000174790 of the Real Property Records of Collin County, Texas (the "Declaration"). All terms defined in the Declaration are used in this First Amendment with the same meanings except as otherwise provided herein.

B. Pursuant to the rights reserved to Declarant in Section 7.5(a) of the Declaration, Declarant has determined that certain amendments are required to correct technical errors in the Declaration.

ACCORDINGLY, Declarant hereby adopts the terms and provisions of this First Amendment and declares that the Declaration is amended as hereinafter set forth.

1. The definition of "Association" (as defined in Article I, Section 1.1 of the Declaration) is hereby amended to mean and refer to McKinney Greens HOA, its successors and assigns.

2. The definition of "Plat" (as defined in the first recital on page 1 of the Declaration) is hereby amended to mean and refer to that certain plat referred to as The Greens of McKinney, Phase 2, an addition in the City of McKinney, Collin County, Texas according to the plat thereof recorded as Instrument Number 20060324010001190 of the Plat Records of Collin County, Texas.

3. The terms and provisions of this First Amendment shall modify and supersede all terms and provisions of the Declaration that are in irreconcilable conflict herewith. Except as so modified

and superseded by this First Amendment, the terms and provisions of the Declaration are ratified and confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 24 day of March, 2006.

McKinney Greens L.P.,  
a Texas Limited Partnership

By: PARS Investments Inc., a Texas Corporation  
Its: General Partner

By: Mehrdad Moayed  
Mehrdad Moayed, President

STATE OF TEXAS §  
COUNTY OF Tarrant §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mehrdad Moayed, President of PARS Investments Inc., the General Partner of McKinney Greens L.P., 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 as the act of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24 day of March, 2006.



Laura Wayland  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: Laura Wayland  
My Commission Expires: July 14, 2008

**AFTER RECORDING RETURN TO:**

McKinney Greens HOA  
3901 W. Airport Freeway, Suite 200  
Bedford, TX 76021

**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR**

**McKinney Greens Homeowners Association**

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

This **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR McKinney Greens Homeowners Association** (this "First Amendment") is made on the date hereinafter set forth by McKinney Greens, L. P., a Texas Limited Partnership ("Declarant"), for the purpose of evidencing the covenants, conditions and restrictions contained herein.

**RECITALS**

A. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for McKinney Greens Homeowners Association, which instrument is filed under Instrument Number 20060209000174790 of the Real Property Records of Collin County, Texas (the "Declaration"). All terms defined in the Declaration are used in this First Amendment with the same meanings except as otherwise provided herein.

B. Pursuant to the rights reserved to Declarant in Section 7.5(a) of the Declaration, Declarant has received written consent of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding votes held by members at a meeting at which a quorum was present.

ACCORDINGLY, Declarant hereby adopts the terms and provisions of this Second Amendment and declares that the Declaration is amended as hereinafter set forth.

1. **Article 6.6 (s)** is amended to read: No sign of any kind or character, including (a) any signs in the nature of a "protest" or complaint against Declarant or any homebuilder, (b) or that describe, malign or refer to the reputation, character or building practices of Declarant or any homebuilder, or (c) discourage or otherwise impact or attempt to impact anyone's decision to acquire a lot or residence in the Development shall be displayed to the public view on any Lot or from any home on any Lot except for one professionally fabricated sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. **Signs advertising the property for Lease or Rent are expressly prohibited.** Declarant, any home builder, or their agents shall have

the right, without notice, to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The failure to comply with this restriction will also subject any Owner to a fine of \$100.00 per day (to be collected by Declarant) for each day that such Owner fails to comply with this restriction. The non-payment of such fine can result in a lien against said Lot, which lien may be foreclosed on in order to collect such fine

2. Article 6.11 is amended to read: All fences and walls shall be constructed of masonry, brick, wood or other material approved by the Committee. No fence or wall on any Lot shall extend nearer to any street than the front of the residence thereon. Except as otherwise specifically approved by the Committee, all streetside side yard fencing on corner Lots shall be set no closer to the abutting side street than the property line of such Lot. No portion of any fence shall exceed six (6) feet in height. Any fence or portion thereof that faces a public street shall be constructed so that all structural members and, unless Declarant determines otherwise, support posts will be on the side of the fence away from the street and are not visible from any public right-of-way. **Any fence at the rear of a lot that abuts the golf course must be constructed of wrought iron must not exceed four (4) feet in height and be designed to the specifications outlined in the attached Exhibit A.**
3. Article 6.13 is amended to read: Mailboxes shall be standardized and shall be constructed of a material and design as outlined in the **Attached Exhibit B.**
4. Article 6.15 is amended to read: Landscaping of each Lot shall be completed within sixty (60) days, subject to extension for delays caused by inclement weather, after the home construction is completed and shall include grassed front, side and back yards, **a minimum of twelve (12) three (3) gallon shrubs, and, subject to the soil conditions of each Lot, a minimum of one (1) three-inch (3") caliper tree.**
5. The terms and provisions of this Second Amendment shall modify and supersede all terms and provisions of the Declaration that are in irreconcilable conflict herewith. Except as so modified

**[The remainder of this page left intentionally blank]**



IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 14 day of Sept, 2006.

McKinney Greens L.P.,  
a Texas Limited Partnership

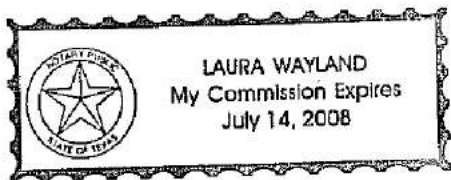
By: PARS Investments Inc., a Texas Corporation  
Its: General Partner

By: Mehrdad Moayed  
Mehrdad Moayed, President

STATE OF TEXAS §  
COUNTY OF Tarrant §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mehrdad Moayed President of PARS Investments Inc., the General Partner of McKinney Greens L.P., 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 as the act of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

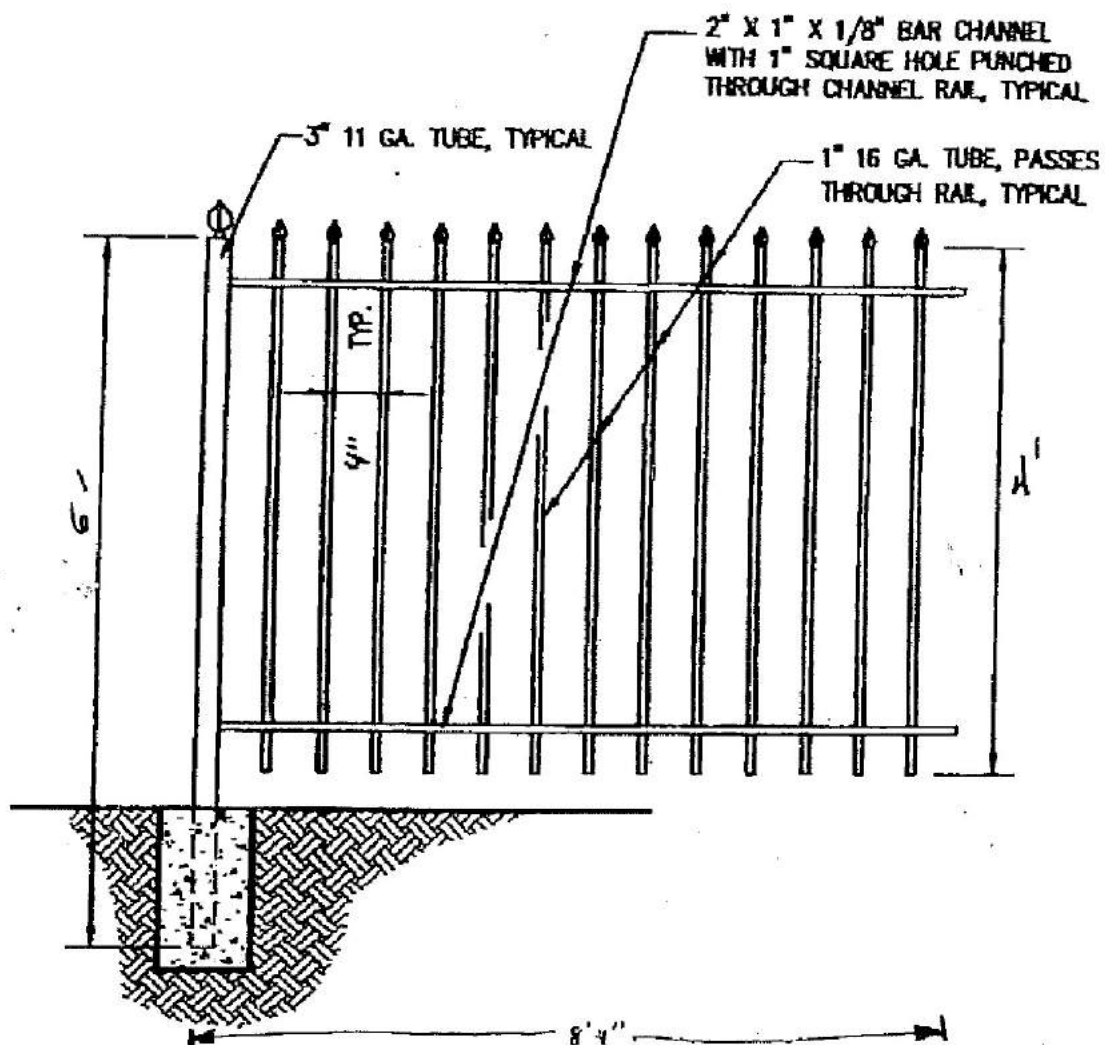
Given under my hand and seal of office this 14 day of Sept., 2006.



Laura Wayland  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: Laura Wayland  
My Commission Expires: July 14, 2008

**AFTER RECORDING RETURN TO:**

McKinney Greens HOA  
3901 W. Airport Freeway, Suite 200  
Bedford, TX 76021



## WROUGHT IRON FENCE DETAIL

1/2" - 1'-0"

McCutcheon Welding, Inc.



Ornamental Fencing

1-479-636-3358 • Fax 631-9954

Lynn

1-479-263-1695



Filed and Recorded  
Official Public Records  
Brenda Taylor, County Clerk  
Collin County, TEXAS  
10/18/2006 01:47:45 PM  
\$36.00 DLAIRD  
20061018001499570



*Brenda Taylor*



AFTER RECORDING, PLEASE RETURN TO:

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

CERTIFICATE AND MEMORANDUM OF RECORDING OF  
DEDICATORY INSTRUMENTS FOR  
MCKINNEY GREENS HOA

STATE OF TEXAS           §  
                                     §  
COUNTY OF COLLIN     §

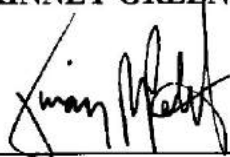
The undersigned, as attorney for McKinney Greens HOA, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto (the "Property"), hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- Bylaws of McKinney Greens Homeowners Association, Inc.  
(Exhibit A).

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 instrument until amended.

IN WITNESS WHEREOF, McKinney Greens HOA has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Collin County, Texas.

**MCKINNEY GREENS HOA**



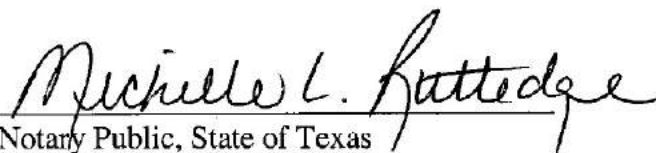
By: \_\_\_\_\_  
Its: Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for McKinney Greens HOA, 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 23<sup>rd</sup> day of September, 2013.



  
Notary Public, State of Texas

# **EXHIBIT A**

## **BYLAWS OF MCKINNEY GREENS HOMEOWNERS ASSOCIATION INC. ( A Texas Non-Profit Corporation)**

### **ARTICLE I NAME, PRINCIPAL OFFICE AND DEFINITIONS**

1.1 **Name.** The name of the corporation is McKinney Greens Homeowners Association Inc. (the "Association").

1.2 **Principal Office.** The principal office of the Association shall be located in County, Texas or in such other county in Texas as the Board of Directors determines. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 **Definitions.** In addition to the definitions set forth herein, capitalized terms that are not defined herein shall have the meaning as defined in the Declaration of Covenants, Conditions and Restrictions for Mc Kinney Greens Homeowner Association Inc, recorded or to be recorded in the public land records of Collin County, Texas 10/18/2006 , recording #20061019001499570, as it may be amended from time to time (the "Declaration"), which definitions are incorporated herein by this reference.

### **ARTICLE II ASSOCIATION; MEMBERSHIP AND MEETINGS**

2.1 **Membership.** The Owners shall be the members of the Association.

2.2 **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

2.3 **Annual Meetings.** The first meeting of the Association, whether regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meetings shall be at a time set by the Board of Directors.

2.4 **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board of Directors or upon a petition signed by Members representing at least 10% of the total votes in the Association.

2.5 **Notice of Meetings.** Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to an Owner of each Lot entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

2.6 **Voting.** The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference.

2.7 **Proxies.** At all meetings of Members, each Member may vote in person (or if a corporation, partnership or trust, through any officer, director, partner or trustee duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of Texas law. All proxies shall be in writing specifying the Lot(s) for which it is given, signed by the Member or its duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it is given, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or 11 months from the date of the proxy, unless a shorter or longer period is specified in the proxy.

2.8 **Quorum - Adjournment.** Except as provided in these Bylaws or in the Declaration, the presence, in person or by proxy, of Members representing 20% or greater of the total votes in the Association shall constitute a quorum at all meetings of the Association. If, however, such quorum shall not be present or represented at any meeting, the Members present at the meeting that are entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as stated above is present or represented.

2.9 **Action Without a Meeting.** Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without notice and without a vote, if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within 90 days of the earliest date that a notice regarding such consent is delivered by the Association, which date shall be designated in the notices. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. For votes taken by written consent as provided above, the date specified in the notice as the ownership date, which date shall not be more than 20 days prior to the date the notices are sent, shall be the date used for determining the ownership of the Lot for the written consent voting purposes. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

### **ARTICLE III BOARD OF DIRECTORS**

3.1 **Governing Body; Composition.** The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to directors appointed by Declarant, the directors shall be Members or Residents and no Owner and Resident representing the same Lot may serve on the Board of Directors at the same time. A "Resident" shall be any natural person 18 years of age or older whose principal place of residence is a Dwelling. In the case of a Member which is not a natural person, any officer, director, partner, employee or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided no Member may have more than one such representative on the Board of Directors at a time, except for the Declarant.

3.2 **Number of Directors.** The Board of Directors shall consist of 3, 5 or 7 directors, as provided herein and as determined by the Board of Directors. The initial Board of Directors shall consist of 3 directors as identified in the Articles of Incorporation.

3.3 **Directors - During Development Period.** During the Development Period, all directors shall be selected and removed by Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant.

3.4 **Directors - After Development Period.** Following expiration of the Development Period, the directors shall be nominated and elected as follows:

a. **Nomination Procedures.** Prior to each election, the Board of Directors shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position. The Board of Directors shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner. Nominations from the floor shall also be permitted.

b. **Nominating Committee.** Nominations for election to the Board of Directors may also be made by a nominating committee. The nominating committee, if any, shall consist of a Chairperson, who shall be a member of the Board of Directors, and three or more Members or representatives of Members. The Board of Directors shall appoint the members of the nominating committee not less than 30 days prior to each annual meeting to serve a term of one year and until their successors are appointed, and such appointment shall be announced at each annual meeting. The nominating committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine. In making the nominations, the nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

c. **Election and Term.** At the first annual meeting after the expiration of the Development Period, all directors shall be elected by the Members to a term of 1 year. The number of directors to be elected at such meeting shall be determined by the then current Board of Directors. Upon the expiration of the term of office of each director elected by the Members, a successor shall be elected to serve a term of 1 year, unless the Board of Directors decides to allow one or more of the directors to be elected to serve for a term of 2 years. Unless removed as provided herein, the directors shall hold office until their respective successors shall be elected.

d. **Election Procedures.** Each Owner may cast the entire vote assigned to his or her Lot for each position to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

e. **Removal.** Any director elected by the Members may be removed, with or without cause, by a 40% or greater vote of all outstanding votes entitled to be cast. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director. Any director who has 3 or more consecutive unexcused absences from the Board of Directors meetings, or who is more than 60 days delinquent (or is the



representative of a Member who is delinquent more than 60 days) in the payment of any assessment or other charge due the Association, or who after notice and hearing is held to be in violation of the Declaration, may be removed by a majority of the other directors present at a regular or special meeting at which a quorum is present, and the Board of Directors may appoint a successor to fill the vacancy for the remainder of the term. In the event of death, disability or resignation of a director, the Board of Directors may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term.

**3.5 Compensation.** Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a 67% or greater vote at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board of Directors prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

**3.6 Meetings of the Board of Directors.**

a. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as a majority of the directors shall determine, but at least 4 such meetings shall be held during each fiscal year with at least 1 per quarter. Notice of the time and place of a regular meeting shall be communicated to directors not less than 4 days prior the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

b. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President or Vice President or by any 2 directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (i) as provided in Section 8.4 herein; (ii) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iii) by facsimile, computer or such other communication device. All such notices shall be given at the director's telephone number, fax number or sent to the director's address as shown on the records of the Association. Notices given by mail shall be deposited at least 7 business days prior to the time set for the meeting. Notices given by personal delivery, telephone, or other electronic device shall be delivered or transmitted at least 72 hours before the time set for the special meeting.

c. **Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding a meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting.

d. **Telephonic Participation in Meetings.** Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communication equipment,

by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

e. **Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors, unless otherwise specified in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

f. **Notice to Owners; Open Meetings.** Subject to the provisions of Section 3.6g, all meetings of the Board of Directors shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, and may exclude Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

g. **Action Without Meeting.** Any action to be taken at a meeting of directors or any action that may be taken at a meeting of directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

3.7 **Powers of Directors.** The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs and operation of the Association and for the operation and maintenance of the Property as may be required or permitted by the Declaration, these Bylaws, the Articles of Incorporation, and Texas law. The Association, acting through the Board of Directors, may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Declaration, the Articles of Incorporation, or these Bylaws.

3.8 **Duties of Directors.** The powers and duties of the Board of Directors shall include, without limitation:

- a. preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses, and determining the amount(s) of all assessments;
- b. levying and collecting such assessments from the Owners;
- c. providing for the operation, care, upkeep, and maintenance of the Common Maintenance Areas;
- d. designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of

such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

e. depositing all funds received on behalf of the Association in appropriate bank accounts or in other accounts approved by the Board of Directors, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;

f. making, amending and enforcing policies, resolutions, rules and regulations governing the administration and operation of the Association, including but not limited to policies and procedures regarding the application of payments for assessments, late charges, interest, costs of collection (including but not limited to attorneys' fees), fines and any and all other charges received from Owners;

g. opening the bank accounts on behalf of the Association and designating the signatories required;

h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Maintenance Areas in accordance with the Declaration and these Bylaws;

i. enforcing the provisions of the Declaration and any rules or standards developed pursuant to the Declaration, the Articles of Incorporation, these Bylaws and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;

j. obtaining and carrying insurance as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

k. paying the cost of all services rendered to the Association;

l. keeping books with detailed accounts of the receipts and expenditures of the Association;

m. taking such actions as contemplated by the Board of Directors in the Declaration, these Bylaws and/or the Articles of Incorporation;

n. permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property; and

o. indemnifying a director, officer or committee member, or former director, officer or committee member of the Association or any agent, contractor or management company of the Association to the extent such indemnity is required or permitted under Texas law, the Articles of Incorporation or the Declaration.

**3.9 Borrowing.** The Association shall have the power to borrow money for any legal purpose; provided, the Board of Directors shall obtain Member approval in the same manner provided for Special Assessment as specified in the Declaration if the total amount of such borrowing, together with all other debt incurred within the previous 12 month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

BYLAWS OF MCKINNEY GREENS HOMEOWNERS ASSOCIATION INC.

## **ARTICLE IV OFFICERS**

4.1 **Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President and Secretary shall be elected from among the members of the Board of Directors; other officers may, but need not be members of the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary.

4.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

4.3 **Term.** The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for 1 year, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

4.4 **Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

4.5 **Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

4.7 **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors, including, without limitation, the following:

a. **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors and the Members and shall see that orders and resolutions of the Board of Directors are carried out.

b. **Vice President.** The Vice President shall act in place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

c. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board of Directors.

d. **Treasurer.** The Treasurer shall receive and deposit, in appropriate bank accounts or in other accounts approved by the Board of Directors, all monies of the Association

BYLAWS OF MCKINNEY GREENS HOMEOWNERS ASSOCIATION INC.

and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

**4.8 Authorized Agents.** Except when the Declaration, these Bylaws or the Articles of Incorporation require execution of certain instruments by certain individuals, the Board of Directors may authorize any person to execute instruments on behalf of the Association. In the absence of such Board of Directors' resolution, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association. However, only the President and/or Secretary shall have the authority to sign a mortgage or deed of trust relating to the Common Area.

## **ARTICLE V ASSOCIATION MATTERS**

**5.1 Committees.** The Board of Directors may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board of Directors may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

**5.2 Management.** The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board of Directors may establish, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

**5.3 Right to Contract.** The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into management, operational, or other agreements with other persons or entities; provided, any such agreement shall require approval of the Board of Directors.

**5.4 Accounting Standards.** The following management standards of performance shall be followed unless the Board of Directors by resolution specifically determines otherwise: (i) accrual accounting, as defined by generally accepted accounting principles, shall be employed; (ii) accounting and controls should conform to generally accepted accounting principles; (iii) cash accounts of the Association shall not be commingled with any other accounts; (iv) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; any thing of value received shall benefit the Association; and (v) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

**5.5 Accounting Reports.** Unless the Board of Directors by resolution specifically determines otherwise, the Board of Directors shall obtain the following reports:

**a. Quarterly Reports.** Commencing at the end of the quarter in which the first Lot with a Dwelling thereon is conveyed, financial reports shall be prepared for the Association at least quarterly containing (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis; (ii) a variance report reflecting the status of all accounts



in an actual versus approved budget format; (iii) a balance sheet as of the last day of the preceding period; and (iv) a delinquency report listing all Owners who are delinquent in paying any assessment at the time of the report and describing the status of any action to collect such assessments which remain delinquent.

b. **Annual Reports.** An annual report consisting of at least the following, which shall be made available to all Members within 6 months after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board of Directors determines, by an independent public accountant.

5.6 **Enforcement of Declaration.** The Association shall have the power, as provided in the Declaration and in accordance with all applicable laws, regulations, rules and statutes, to impose sanctions for any violation of any duty imposed under the Declaration (and any rules promulgated pursuant thereto), these Bylaws and the Articles of Incorporation and any amendment thereto.

a. **Notice, Opportunity to Cure and Hearing.** Prior to imposition of any sanction, lawsuit or enforcement of the terms of the Declaration, the Board of Directors or its designee shall: (i) deliver written notice to the Owner of the Lot related to or connected with the alleged violation, if such delivery of notice is desired by the Board of Directors or is required by law, statute, regulation or rule, (ii) inform the Owner of its opportunity to cure the alleged violation if such cure period is desired by the Board of Directors or is otherwise required by law, statute, regulation or rule, and (iii) inform the Owner of its right to a hearing if such hearing is desired by the Board of Directors or is required by law, statute, regulation or rule.

b. **Optional Courtesy Letter.** The Association may, at its option and in its sole and absolute discretion, voluntarily provide the Owner of the Lot related to or connected with the alleged violation with a courtesy letter informing the Owner of the violation. The foregoing courtesy letter is not required to be given by the Association and such notice shall not constitute the written notice described Section 5.6a above. The Board of Directors or its designee shall have the sole and exclusive right to determine under which facts and circumstances the Association may elect to send a courtesy letter.

c. **No Waiver.** In the event the Board of Directors decides, in its discretion, not to take enforcement action, such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction, or rule.

## **ARTICLE VI ASSESSMENTS**

As more fully provided in the Declaration each Member is obligated to pay to the Association annual and special assessment (and specific assessments if applicable) which are secured by a continuing lien upon the Lot against which the assessment is made. If an assessment is not paid as provided in the Declaration, then the Association shall be entitled to the remedies provided in the Declaration, these Bylaws and the Articles of Incorporation.

## **ARTICLE VII AMENDMENTS**

7.1 **Amendment by Declarant or Board of Directors.** During the Development Period and subject to any applicable provisions in the Declaration, the Declarant may amend these Bylaws without approval of the Board of Directors or any Members. In addition, after the expiration of Development Period, Declarant or the Board of Directors may amend these Bylaws if such amendment (i) is necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) is necessary to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U. S. Department of Veterans Affairs, the U. S. Department of Housing and Urban Development, or any other applicable governmental agency or secondary mortgage market entity; (iii) is necessary to clarify or to correct technical, typographical or scrivener's errors; or (iv) or any other purpose; provided, however, any such amendment must not have a material adverse effect upon any right of any Owner.

7.2 **Amendment by Members.** Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of at least 51% of all outstanding votes entitled to be cast. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

7.3 **Validity and Effective Date of Amendments.** Amendments to these Bylaws shall become effective upon the date of the amendment, unless a different date is specified in the amendment. Any procedural challenge to an amendment must be made within 3 months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

## **ARTICLE VIII INDEMNIFICATION OF OFFICERS AND DIRECTORS**

8.1 Indemnification.(a) The association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of the indemnification allowed by Article 1396-2.22A of the Texas non-Profit Corporation Act (the "Act"), then such persons named above shall be indemnified to the full extent permitted by the Act as it may exist from time to time.

(b) In case of a threatened or pending suit, action or proceeding (collectively, "Suit"), whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person, if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the Suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

- (i) acted in good faith in the transaction which is the subject of the Suit; and
- (ii) reasonably believed:
  - (A) If acting in his or her official capacity as director, officer, agent or employee of the Association; and

- (B) In all other cases, his or her conduct was not opposed to the best interests of the Association; and
- (iii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (e).

- (d) A determination that the standard in paragraph (c) above has been satisfied must be made:
- (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding; or
- (ii) if such quorum cannot be obtained, by a majority vote of a special committee designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or
- (iii) by special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in subparagraphs (i) or (ii) above, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.
- (e) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under paragraphs (a) through (f) above.
- (f) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to special assessment.
- (g) The Board of Directors, officers, or representatives of the Association shall enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

## **ARTICLE VIII MISCELLANEOUS**

**9.1 Fiscal Year.** The fiscal year of the Association shall be determined by the Board of Directors. If the Board of Directors fails to adopt a certain fiscal year, then until the Board of Directors adopts a specific fiscal year the fiscal year shall be January 1<sup>st</sup> to December 31<sup>st</sup> of every year, except that the first fiscal year shall begin on the date of incorporation.

**9.2 Conflicts.** In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

### **9.3 Books and Records.**

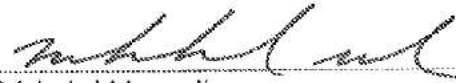
a. **Inspection by Members.** The Board of Directors shall make the books and records of the Association available for inspection and copying by any Member, or the duly appointed representative of any Member. The files and records of an attorney or accountant who performs services for the Association are not records of the Association and are not subject to inspection by Members. The Board of Directors may deny the request to review particular records to the extent the Board of Directors determines that the Member is not entitled to such documents as a matter of law.

b. **Rules of Inspection.** The Board of Directors may establish reasonable rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested.

c. **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

9.4 **Notices.** Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements and other communications under the Declaration or these Bylaws shall be in writing and shall be given personally or by mail. Notices that are mailed shall be deemed to have been duly given 3 days after deposit, unless such mail service can prove receipt at an earlier date. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address for a Lot with the Association, then the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, then notice to one co-owner is deemed notice to all co-owners. Attendance by a Member or director at any meeting shall constitute waiver of notice by the Member or director of the time, place and purpose of the meeting. Written waiver of notice of a meeting, either before or after a meeting, of the Members or directors shall be deemed the equivalent of proper notice.

IN WITNESS WHEREOF, we all being all of the current Directors of the McKinney Greens Homeowner Association Inc hereby adopt the foregoing Bylaws for the association to be effective as of the 18 day of Sept 2006

  
Mehrdad Moayed

  
David Keener

  
Ross Calhoun

## EXHIBIT B

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

- All property subject to the Declaration of Covenants, Conditions and Restrictions for McKinney Greens, filed of record on February 9, 2006 under Instrument Number 20060209000174790 in the Official Public Records of Collin County, Texas; and
- All tracts of land and property situated in the The Greens of McKinney, an Addition to the City of McKinney, Collin County, Texas, according to the Map/Plat thereof recorded in Volume 2006, Page 178, 179 & 180, Map/Plat Records, Collin County, Texas.

~1~



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
09/23/2013 01:30:30 PM  
\$72.00 DEOSTER  
20130923001331480

*Stacey Kemp*



**THIRD AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**FOR**

**McKinney Greens Homeowners Association Inc**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**KNOW ALL MEN BY THESE PRESENTS**

This **THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR McKinney Greens Homeowners Association, Inc.** (this "third Amendment") is made on the date hereinafter set forth by McKinney Greens, L. P., a Texas Limited Partnership ("Declarant"), for the purpose of evidencing the covenants, conditions and restrictions contained herein.

RECITALS

A. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for McKinney Greens Homeowners Association, which instrument is filed under Instrument Number 20060209000174790 of the Real Property Records of Collin County, Texas (the "Declaration"). All terms defined in the Declaration are used in this Third Amendment with the same meanings except as otherwise provided herein.

B. Pursuant to the rights reserved to Declarant in Section 3.2(b) and 7.5(a) of the Declaration, Declarant has received written consent of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding votes held by members at a meeting at which a quorum was present.

ACCORDINGLY, Declarant hereby adopts the terms and provisions of this Third Amendment and declares that the Declaration is amended as hereinafter set forth.

1.       **Notices of Delinquency or Payment.**   The Association, the Association's attorney or Declarant may file notice of any delinquency payment of any Assessment in the Records of Collin County, Texas. Upon the timely curing of any default for which a notice was recorded by the Association, the Association through its attorney is hereby authorized to file of record a release of such notice upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing a release.

Upon request of any Owner, any title company on behalf of such Owner or any Owner's mortgagee, the Board through its agents may also issue certificates evidencing the status of payments of Assessments as to any particular Lot( i.e whether they are current or delinquent and if delinquent, the amount thereof). The Association or its Managing Agent may impose a reasonable fee for furnishing such certificates or statements.

2. **Suit to Recover.** The Association may file suit to recover any unpaid Assessment and, in addition to collecting such Assessment and interest thereon, may also recover all expenses reasonably expended in enforcing such obligation, including reasonable attorneys' fees and court costs.
3. **Late Charges and Collection Fees.** If any Assessment or any part thereof remains unpaid after thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month or any part thereof, that any portion of any Assessment remains unpaid. Should any Assessment be payable in installments, the Association is authorized to accelerate the entire Assessment and demand immediate payment thereof. The late charge shall be in the amount of Twenty-five and No/100 Dollars (\$25.00) per month. The Association's Managing Agent shall be entitled to charge an Owner a monthly collection fee of fifteen and No/100 Dollars (\$15.00) for each delinquent month to compensate Managing Agent for its administrative costs and efforts to collect and process the late payment of Assessments. A service charge in the amount of Twenty And No/100 Dollars (\$20.00) shall be charged for each check that is returned because of insufficient funds or any other reason. The amount of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the administrative costs to collect unpaid Assessments or the Association's bank charges. All late charges, collection fees, service charges and attorneys' fees assessed or incurred due to late payment of Assessments shall be charged to an Owner's Assessment account which shall be part of the delinquent Assessment and shall be payable and secured in the same manner as herein provided with regard to Assessments.
4. **Interest on Past Due Amounts.** All Assessments past due more than thirty days, unpaid fines and other amounts owed to the Association by any Owner which are not paid when due shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum, but in excess of the maximum rate allowed by applicable law.
5. **Suspension of Voting Rights.** No Owners who is delinquent in paying its Assessments shall have the right to vote as a member of the Association while such delinquency continues; an Owner may cure a delinquency at a meeting to regain the right to vote by paying all outstanding amounts (including interests, fines, and penalties) by cashier's or certified check or other good funds acceptable to the Board.

6. **Transfer Fees and Fees for Issuance of Resale Certificates.** The Board may, at its sole discretion, enter into contracts with third parties to oversee the daily operation and management of the Association. These third parties may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a Resale Certificate. The Association or its agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent. Transfer fees and fees for the issuance of a Resale Certificate are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments, and are in addition to the Working Capital Contribution in Section 4.3 (c) above. This section does not obligate the Board or any third party to levy such fees.
7. The terms and provisions of this Third Amendment shall modify and supersede all terms and provisions of the Declaration that are in irreconcilable conflict herewith. Except as so modified.

**[The remainder of this page left intentionally blank]**

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 30 day of Dec, 2009

McKinney Greens L.P.,  
a Texas Limited Partnership

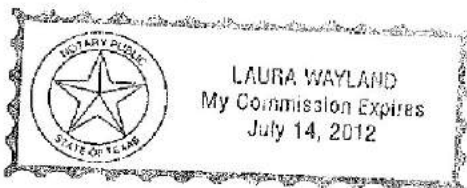
By: PARS Investments Inc., a Texas Corporation  
Its: General Partner

By: [Signature]  
Mehrdad Moayedi, President

STATE OF TEXAS §  
COUNTY OF Dallas §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, President of PARS Investments Inc., the General Partner of McKinney Greens L.P., 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 as the act of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30 day of Dec, 2009.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

McKinney Greens HOA  
1221 IH 35, Suite 112  
Carrollton, TX 75006



**Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
12/31/2009 10:53:56 AM  
\$28.00 TKING  
20091231001555500**

[Signature]

**AFTER RECORDING, PLEASE RETURN TO:**

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

**FIRST SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF  
RECORDING OF DEDICATORY INSTRUMENTS FOR  
MCKINNEY GREENS HOA**

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

The undersigned, as attorney for McKinney Greens HOA, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto (the "*Property*") hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- (1) *Architectural Guidelines for the Installation of Flagpoles and the Display of Flags (Exhibit A-1);*
- (2) *Architectural Guidelines for the Installation of Rain Barrels or Rain Water Harvesting Systems (Exhibit A-2);*
- (3) *Architectural Guidelines for the Display of Certain Religious Items (Exhibit A-3);*
- (4) *Architectural Guidelines for the Installation of Solar Panels (Exhibit A-4);*
- (5) *Document Retention Policy (Exhibit A-5);*

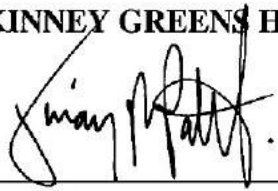


- (6) *Architectural Guidelines for Drought Resistant Landscaping (Exhibit A-6);*
- (7) *Architectural Guidelines for the Installation of Certain Roofing Materials (Exhibit A-7);*
- (8) *Inspection and Copying of Books and Records Policy (Exhibit A-8); and*
- (9) *Payment Plan and Payment Application Policy (Exhibit A-9).*

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 until amended.

IN WITNESS WHEREOF, McKinney Greens HOA has caused this First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Collin County, Texas and supplements that Certificate and Memorandum of Recording of Dedicatory Instruments filed on September 23, 2013, as Instrument No. 20130923001331480 in the Official Public Records of Collin County, Texas.

**MCKINNEY GREENS HOA**

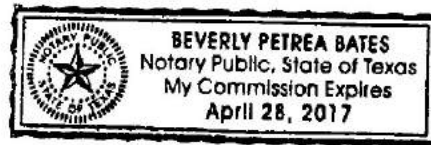
By:   
Its: Attorney

STATE OF TEXAS       §  
                                 §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for McKinney Greens HOA, 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 31st day of October, 2013.

  
Notary Public, State of Texas



# **EXHIBIT A-1**

## **MCKINNEY GREENS HOA**

### **ARCHITECTURAL GUIDELINES FOR THE INSTALLATION OF FLAGPOLES AND THE DISPLAY OF FLAGS**

(As provided in Chapter 202.012 of the Texas Property Code)

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

10. A "front yard" is defined as "a yard within a Lot having a front building setback line within a setback of not less than 15 feet extending the full width of the Lot between the front lot line and the front building setback line." Any Owner who has front yard and who otherwise complies with the permitted regulations may, subject to Architectural Control Committee approval, install a flagpole in accordance with these Guidelines.
11. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flag removed until Owner resolves the noise complaint.
12. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
13. Flagpoles shall not be installed in Common Area or property maintained by McKinney Greens HOA.
14. All flagpole installations must receive prior written approval from the Architectural Control Committee.

These Architectural Guidelines are promulgated pursuant to and in accordance with Section 202.0012 of the Texas Property Code addressing Flag Displays.

Notice and Recording. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that these Architectural Guidelines are effective as of September 1, 2011, being the effective date of Section 202.011, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

Date: 10/17/13

MCKINNEY GREENS HOA

 President  
 Secretary

## EXHIBIT A-2

### MCKINNEY GREENS HOA

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

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

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

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

Notice and Recording. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.



IT IS RESOLVED that these Architectural Guidelines are effective as of September 1, 2011, being the effective date of Section 202.007, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

Date: 10/17/13

MCKINNEY GREENS HOA

[Signature] President  
[Signature] Secretary

## **EXHIBIT A-3**

### **MCKINNEY GREENS HOA**

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

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

- (1) An Owner may display or affix on the entry to the Owner's or resident's dwelling one or more religious items the display of which is motivated by the Owner's or resident's sincere religious belief.
- (2) If displaying or affixing of a religious item on the entry to the Owner's or resident's dwelling violates any of the following covenants, the McKinney Greens HOA may remove the item displayed –
  - (a) threatens the public health or safety;
  - (b) violates a law;
  - (c) contains language, graphics, or any display that is patently offensive to a passerby;
  - (d) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
  - (e) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.
- (3) No Owner or resident is authorized to use a material or color for an entry door or door frame of the Owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the restrictive covenants or otherwise expressly approved by the McKinney Greens HOA.

These Architectural Guidelines are promulgated pursuant to and in accordance with Section 202.018 of the Texas Property Code addressing the Regulation of Display of Certain Religious Items.

Notice and Recording. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that these Architectural Guidelines are effective as of September 1, 2011, being the effective date of Section 202.011, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

Date: 10/17/13

MCKINNEY GREENS HOA

 , President  
 , Secretary

## EXHIBIT A-4

### MCKINNEY GREENS HOA

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

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

1. Solar energy devices, including any related equipment or system components (collectively, "*Solar Panels*") may only be installed after receiving the written approval of the Architectural Control Committee.
2. Solar Panels may not be installed upon or within common area or any area which is maintained by McKinney Greens HOA ("*Association*").
3. Solar Panels may only be installed on designated locations on the roof of a home, on any structure allowed under any Association dedicatory instrument, or within any fenced rear-yard or fence-in patio of the Owner's property.
4. If located on the roof of a home, Solar Panels shall be located on the roof facing the rear of the home and shall not be visible from the street facing the home unless the Owner demonstrates that the location proposed by the Owner increases the estimated annual energy production of the Solar Panels, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Panels if located in an area on the roof requested by the Association.
5. If located on the roof of a home, Solar Panels shall:
  - a. not extend higher than or beyond the roofline;
  - b. conform to the slope of the roof;
  - c. have a top edge that is parallel to the roofline; and
  - d. have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace and blends with the color of the roof to the greatest extent possible.
6. If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line.
7. The Architectural Control Committee, may deny a request for the installation of Solar Panels if it determines, and such determination is reduced to writing, that the placement of the Solar Panels as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Owner may obtain the written approval of the proposed placement of the Solar Panels by all property owners of adjoining property. In this case, the Architectural Control Committee shall approve the installation should it meet all other requirements contained herein unless it determines

that the placement substantially interferes with the use and enjoyment of land of persons other than adjoining landowners.

8. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the Owner.
9. Solar Panels must be properly maintained at all times or removed by the Owner.
10. Solar Panels which become non-functioning or inoperable must be removed by the Owner of the property.
11. Solar Panels are prohibited if a Court determines that the installation thereof violates any law or threatens the public health or safety.

These Architectural Guidelines are promulgated pursuant to and in accordance with Chapter 202 of the Texas Property Code addressing the Regulation of Solar Energy Devices.

Notice and Recording. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that these Architectural Guidelines are effective as of September 1, 2011, being the effective date of Section 202.011, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

Date: 10/17/13

MCKINNEY GREENS HOA

 President  
 Secretary



## EXHIBIT A-5

### MCKINNEY GREENS HOA

#### DOCUMENT RETENTION POLICY

**WHEREAS** McKinney Greens HOA (the "*Association*") keeps correct and complete books and records of account and minutes of the proceedings of its members and Board of Directors (the "*Board*"); and,

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

**NOW THEREFORE BE IT RESOLVED** that the following requirements are hereby establishes and adopts the following procedures to be observed in furtherance of the Document Retention Policy of the Association:

1. Policy
  - a. It is the Association's policy to maintain complete, accurate and high quality documents. Documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Document Retention Policy.
  - b. Documents that are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner.
  - c. The Manager is responsible for ensuring that Documents within his or her area of assigned responsibility are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Document Retention Policy.
2. Compliance - This Document Retention Policy is not intended to be exhaustive and accordingly, will be implemented to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state and local statutes and regulations and industry custom and practice.
3. Board Members - The Association does not require Board members to maintain any Documents. Board members, in their discretion, may dispose of Documents generated by the Association because the Association has maintained such Documents in the Official Files. However, if Board members receive Documents relating to the Association, which were not generated by the Association, or not

received through the Association, Board members shall send the originals of such Documents to the Manager to be maintained in the Official Files.

4. Annual Purge of Files

- a. The Manager and each Board member electing to maintain Documents shall conduct an annual purge of files that are under their control. The annual purge of files shall be completed within the first quarter of each calendar year.
- b. When a member of the Board ceases to be a member, the Board member shall either destroy or turn over to the Manager, all Documents and files relating to the business of the Association. If the Documents and files are turned over, from that time forward, the Manager shall have the responsibility to conduct the annual purge of files maintained by the former Board member.

5. Destruction Procedure

- a. If the Documents to be destroyed are of public record, it is recommended that they be recycled. If recycling is not possible, the Documents may be placed in a trash receptacle.
- b. If the Documents to be destroyed are not of public record, they should be recycled if their confidentiality can be protected or they may be shredded, burned, chemically treated or otherwise made illegible.

6. Certification - Following the annual purge of files, the Manager, if requested by the Board, shall complete a Certification Letter directed to the Association's Board of Directors stating that all Documents under his or her control conform to the retention guidelines.

7. Miscellaneous - There may be immediate destruction of copies of any Document, regardless of age, provided that an original is maintained in the Official Files of the Association.

8. Onset of Litigation - Upon the institution of litigation, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. Therefore, at the direction of legal counsel, the Manager will advise the Board Members, and any other person who may maintain Association Documents, of the facts relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeal periods have expired. At the conclusion of the litigation, the "hold" period will cease and the time periods provided in the Records Retention Schedule will be applied.

9. Definitions

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

10. Record Retention Schedule

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

### RECORD RETENTION SCHEDULE

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

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



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


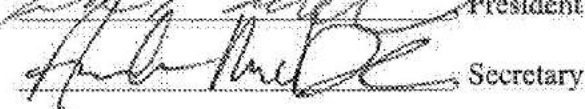
This Policy was duly introduced, seconded and was thereafter adopted at a regular scheduled meeting of the Board of Directors, at which a quorum was present, by a majority vote of the members of the Board of Directors present and eligible to vote on this matter.

Notice and Recording. Upon recording this Policy with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

**IT IS FURTHER RESOLVED** that this Policy is effective as of \_\_\_\_\_, 20\_\_\_\_, being the date it was approved by the Board of Directors, 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 Collin County, Texas.

Date: 10/12/17

MCKINNEY GREENS HOA

 President  
 Secretary

## EXHIBIT A-6

### MCKINNEY GREENS HOA

#### **ARCHITECTURAL GUIDELINES FOR DROUGHT RESISTANT LANDSCAPING**

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

- (1) Subject to McKinney Greens HOA's rules and approval from the Architectural Control Committee, an owner may install or use drought-resistant landscaping or water-conserving natural turf.
- (2) Astroturf or similar synthetic landscaping materials do not qualify as water-conserving turf and thus, are not permitted.
- (3) Prior to installation of drought-resistant landscaping or water-conserving natural turf, the Owner must submit a detailed description or a landscaping plan for review and approval by the Architectural Control Committee.
- (4) The Architectural Control Committee, to the extent reasonably practical, will review the xeriscaping application with maximum aesthetic compatibility with other landscaping in the McKinney Greens HOA, provided the determination of aesthetic compatibility shall not be unreasonably determined.

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

Notice and Recording. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that these Architectural Guidelines are effective as of September 1, 2013, being the effective date of Section 202.007(d)(8), and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

Date: 10/17/13

MCKINNEY GREENS HOA

 President  
 Secretary

**MCKINNEY GREENS HOA**

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

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

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

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


Notice and Recording. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that these Architectural Guidelines are effective as of September 1, 2011, being the effective date of Section 202.011, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

Date: 10/17/13

MCKINNEY GREENS HOA

 President

 Secretary

**MCKINNEY GREENS HOA**

**INSPECTION AND COPYING OF BOOKS AND RECORDS POLICY**

**WHEREAS** McKinney Greens HOA (the "*Association*") keeps correct and complete books and records of account and minutes of the proceedings of its members and Board of Directors (collectively, the "*Association Records*"); and,

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

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

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

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



within 15 business days of the notice provided under this paragraph 4(iii), by which the Association Records will be made available for inspection to the owner.

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

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 of Directors present and eligible to vote on this matter.

Notice and Recording. Upon recording this Policy with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

**IT IS FURTHER RESOLVED** that this Policy is effective as of \_\_\_\_\_, 20\_\_\_\_, being the date it was approved by the Board of Directors, 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 Collin County, Texas.

Date: 10/17/13

MCKINNEY GREENS HOA

[Signature] President

[Signature] Secretary

**MCKINNEY GREENS HOA**

**PAYMENT PLAN AND PAYMENT APPLICATION POLICY**

**WHEREAS**, the Board of Directors for McKinney Greens HOA (the “*Board*”) is empowered to govern the affairs of the McKinney Greens Homeowners Association, Inc. (“*Association*”) pursuant to the Declaration of Covenants, Conditions and Restrictions (“*Declaration*”); and

**WHEREAS**, there is a need to adopt a specific policy on collections, payment of assessments, and other charges and fees; and

**WHEREAS**, it is the intent that this Policy shall be applicable to all Owners, and shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board;

**NOW THEREFORE, BE IT RESOLVED THAT** the following policy on collections, payment of assessments, and the application of payment of assessments and other charges and fees is hereby adopted by the Board:

**PAYMENT PLAN POLICY**

The Board maintains the sole authority to enter into payment plans with the homeowners in accordance with applicable law, the Payment Plan Policy, and the Governing Documents. The Owner may, upon written request, petition the Board to establish a payment plan for the purpose of resolving a delinquent account.

- 1) The Association will allow payment plans for repayment of delinquent amounts with a minimum of three (3) months’ duration and a maximum of twelve (12) months’ duration.
- 2) Assessments that become due and are added to the Owner’s account during the term of the payment plan must be paid when due in addition to repayment of delinquent amounts or must be addressed in the payment plan.
- 3) The Association will charge a fee to negotiate, establish and initiate a payment plan for the Owners’ delinquent balance and charge a monthly fee to administer the plan for the duration of the payment plan.
- 4) The plan must include the total debt owed to the Association, including late fees, interest, fines, attorneys’ fees, and other collection costs.
- 5) There shall be no waiver of any charges on the Owner’s account unless the Owner submits a request for consideration of a full or partial waiver.
- 6) To be eligible for a payment plan, the Owner must not have defaulted on a prior payment plan within the two (2) year period preceding the request for a payment plan.
- 7) Interest on the unpaid balance on the Owner’s account may be charged during the payment plan.
- 8) The payment plan must contain a schedule setting forth the date that each payment will be made and the exact amount of each payment to be made.

- 9) Payment plans approved after the account has been turned over to the Association's attorney for collection must be paid in certified funds.
- 10) Payment plans approved after notice has been given to an Owner that the property is in foreclosure must include a minimum amount established by the Board of Directors in the individual payment plan request and the initial payment must be received on or before the deadline established by the Association's attorney.

**Settlements:**

The Board will consider offers to settle an account once the Owner is at the foreclosure stage. Settlements must be paid in certified funds and are subject to the deadlines established by the Association's attorney.

**Default:**

The Board shall herein establish criteria for determining what constitutes "default" on payment plans.

"Default" may include one or all of the following:

- 1) Failure of an Owner to make a payment by the proposed date in accordance with the approved payment plan.
- 2) Failure of an Owner to make the full amount of a payment as stated in the approved payment plan.
- 3) Failure of an Owner to make a timely payment of any additional assessments that come due during the term of the payment plan.

Should the Owner default on a payment plan:

- 1) The Board, at their sole discretion, reserves the right to add suspended interest from the date the plan was approved.
- 2) The Board, at their sole discretion, can declare the outstanding balance due and payable immediately in certified funds.
- 3) The Board reserves the right to preceed with appropriate collection measures in order to secure payment of amounts due to the Association.

### PAYMENT APPLICATION POLICY

Any payment received by the Association from the owner shall be applied to the owner's debt in the following order of priority:

- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any attorney's fees incurred by the association that are not subject to Subdivision (3);
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

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 of Directors present and eligible to vote on this matter.

Notice and Recording. Upon recording this Policy with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS FURTHER RESOLVED that this Policy is effective as of \_\_\_\_\_, 20\_\_\_\_, being the date it was approved by the Board of Directors, 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 Collin County, Texas.

Date: 10/17/13

MCKINNEY GREENS HOA

 President  
 Secretary

## EXHIBIT B

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

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for McKinney Greens**, filed of record on **February 9, 2006** under **Instrument Number 20060209000174790** in the **Official Public Records of Collin County, Texas**; and
- All tracts of land and property situated in the **The Greens of McKinney, an Addition to the City of McKinney, Collin County, Texas**, according to the **Map/Plat** thereof recorded in **Volume 2006, Page 178, 179 & 180, Map/Plat Records, Collin County, Texas**.



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
10/31/2013 11:41:41 AM  
\$120.00 CJAMAL  
20131031001485660

*Stacey Kemp*



**AFTER RECORDING, PLEASE RETURN TO:**

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

**SECOND SUPPLEMENTAL CERTIFICATE AND MEMORANDUM  
OF RECORDING OF DEDICATORY INSTRUMENTS FOR  
MCKINNEY GREENS HOA**

**STATE OF TEXAS           §  
                                     §  
COUNTY OF COLLIN   §**

The undersigned, as attorney for McKinney Greens HOA, 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 the owners of property described on Exhibit B attached hereto (the "*Property*") hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***Certificate of Ratification and Promulgation of the Enforcement Policy for McKinney Greens HOA (Exhibit A).***

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 instrument until amended.

**IN WITNESS WHEREOF**, McKinney Greens HOA has caused this Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Collin County, Texas and supplements that Certificate and Memorandum of Recording of Dedicatory Instruments filed on September 23, 2013, as Instrument No. 20130923001331480 in the Official Public Records of Collin County, Texas; and

that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on October 31, 2013, as Instrument No. 20131031001485660 in the Official Public Records of Collin County, Texas.

**MCKINNEY GREENS HOA**

By: 

Its: Attorney

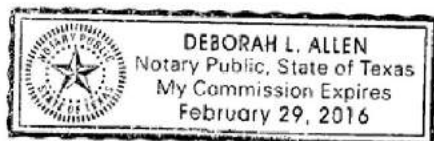
STATE OF TEXAS §

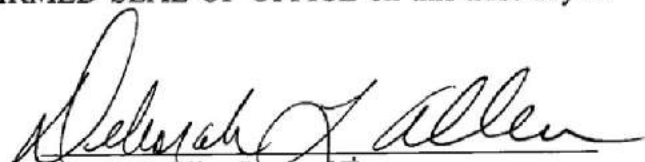
§

COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for McKinney Greens HOA, 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 21st day of February, 2014.



  
Notary Public, State of Texas

# EXHIBIT A

## CERTIFICATE OF RATIFICATION AND PROMULGATION OF THE ENFORCEMENT POLICY FOR MCKINNEY GREENS HOA

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**WHEREAS**, the Board of Directors of McKinney Greens HOA (the "Board") is the entity responsible for the operation of McKinney Greens HOA (the "Association"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for McKinney Greens Homeowners Association including any amendments thereof or supplements thereto (collectively, the "Declaration") and the Bylaws of McKinney Green Homeowners Association, Inc. including any amendments thereof or supplements thereto (the "Bylaws"), recorded in the Official Public Records of Collin County, Texas; and

**WHEREAS**, the Declaration affects certain parcels or tracts of real property in the City of McKinney, Collin County, State of Texas (the "Properties"); and

**WHEREAS**, pursuant to express authority set forth in Article III, Section 3.4 of the Declaration and Article V, Section 5.8 of the Bylaws, the Association, acting by and through the Board, has the authority to enforce the provisions of the Declaration, the power to promulgate and enforce the provisions of the Declaration, including establishing and imposing sanctions or penalties for the violation of the Declaration, the Bylaws or such rules and regulations (collectively, the "Governing Documents"); and

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

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

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

**1. Establishment of a Violation.**

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

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

c. **Sanctions.** Sanctions to be imposed include, but are not limited to, suspension of Common Area privileges, fines, etc. An exemplar of common violations is outlined on addendum listed as Exhibit I.

**2. Notification**

a. **Initial Notice.** Upon verification of the existence of a Violation by the management staff ("Management") of the Association, and subject to the approval of the Board, Management will send to the Lot Owner a written notice of the existence of the Violation ("Initial Notice"). The Initial Notice will inform the Owner of the following:

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

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

- (i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated within fourteen (14) days from the date of the Notice of Violation, no further action will be taken; and
- (ii) Notification that if the Violation is not corrected or eliminated within fourteen (14) days from the date of the Notice of Violation, any attorneys' fees incurred by the Association in eliminating or abating the Violation, and any sanctions or violation fines imposed as determined by the Board, shall be charged to the Owner's account; and
- (iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation; and
- (iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the Committee;
- (v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Enforcement Policy; and
- (vi) His right to assert and protect his rights as a member of the Armed Forces of the United States. The protected individual or family member shall send written notice of the active duty military service to the sender of the Notice of Violation immediately.

The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first class U.S. mail, and shall advise the Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30<sup>th</sup>) day after the Owner receives the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before a Committee, if appointed, or the Board. In the event the hearing shall be held before a Committee, the Owner shall be advised of the Owner's right to appeal the Committee's decision to the Board.

c. **Failure to Remedy and Notice of Sanction/Fine.** Failure to either (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Lot within ten (10) days of the date of the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of sanction or violation fines as determined by the Board against the Owner, and/or (b) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy including, but without limitation, the recording in the Official Public Records of Collin County, Texas, of a

Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. Management may send additional notice to the Owner in the form of a formal written notice of fine (the "Notice of Sanction/Fine") informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "Notice of Fine Date."

d. **Fine Structure.** Any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$500.00 as determined by the Board. An Initial Fine of not less than \$25.00 may be imposed for failure to remedy or cure the violation. In the event the Owner fails to respond or comply by remedying or curing the violation within fourteen (14) days after the Initial Fine, an additional fine of \$25.00 or more, as determined by the Board, may be imposed. Fines may be imposed every thirty (30) days that the Violation continues to exist after the Notice of Fine date. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The Owner may be notified by Management in writing of the amount of fines accrued to Owner's account.

3. **Right to a Hearing Before the Board of Directors.** If Management receives a written request for a hearing on or before the thirtieth (30<sup>th</sup>) day after the date the Owner received the Notice of Violation, the Committee (if appointed) or the Board shall hold a hearing not later than the thirtieth (30<sup>th</sup>) day after the date Management received the written request for a hearing. Management shall notify the Owner of the date, time and place of the hearing not later than the tenth (10<sup>th</sup>) day before the date of the hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. 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.

Prior to the hearing, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by an Officer, Director or agent who delivered such notice. The notice requirement shall be satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction, if any, imposed.

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

a. Management must first provide the Owner with an Initial Notice as provided above. Should the Violation not have been remedied by the Owner within ten



(10) days from the date of the Initial Notice, then Management must give the Owner, and any third party directly affected by the proposed action, prior written notice of the undertaking of the action ("Notice of Corrective Action"). The Notice of Corrective Action shall include an opportunity for the Owner to cure the Violation or request a hearing before the Board prior to the undertaking of any corrective action. Should the Owner fail to provide Management with a written request for hearing within ten (10) days from the date of the Notice of Corrective Action, that party shall have waived its right to a hearing.

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

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

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

6. Notices.

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

- (i) When the notice is delivered by facsimile, the notice is deemed delivered and received when the sender receives a facsimile acknowledgment acknowledging delivery of the notice.
- (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First Class U.S. Mail.

b. Where the Lot is occupied by a tenant, where the interests of an Owner have been handled by a representative or agent of such Owner, or where Owner has otherwise

acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such tenant, representative or agent.

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

8. **Repeated Violation of the Same Provision of the Governing Documents.** Whenever an Owner, who has previously cured or eliminated a violation after receipt of an Initial Notice, commits a separate violation of a similar provision of the Governing Documents within six (6) months from the date of the Initial Notice, Management shall reinstate the Violation, including the fines previously imposed related to such Violation that were waived by the Board, and pursue the procedures set forth herein as if the Violation had never been cured or eliminated. For purposes of illustration only, in the event the Owner cured the Violation after having received an Initial Notice, the second Violation of the same provision shall prompt Management to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt Management to send a Notice of Fine as provided hereunder. In the event an Owner cured the Violation after having received a Notice of Fine, the second Violation shall prompt Management to commence the levying of violation fines without further notice to the Owner. In the event of a repeated violation, the Board shall be authorized to double the fine amount.

9. **Authority of Management To Act.** The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy without further action by the Board.

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

11. **Definitions.** The definitions contained in McKinney Green HOA's Governing Documents are hereby incorporated herein by reference.

Executed to be effective as of the Feb. 13<sup>th</sup>, 2014.

IN WITNESS WHEREOF, the Board has caused this Enforcement Policy to be executed by its duly authorized representative as of the Feb. 13<sup>th</sup>, 2014.

**MCKINNEY GREENS HOA**

[Signature], President

[Signature], Secretary

**CERTIFICATION OF APPROVAL**

I, Frank B. BROS, the duly-elected President of McKinney Greens HOA hereby certify:

That the Enforcement Policy for McKinney Greens HOA as evidenced by the records and minutes of the Board of Directors, was approved by the affirmative vote of the majority of the Board of Directors at a regularly scheduled meeting held on the 02 day of February, 2014, and that the same does now constitute an official policy of McKinney Greens HOA and shall be filed of record with the office of the Collin County Clerk.

By: [Signature], President

## EXHIBIT 1

### Fine Schedule

Payment of fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the violation. All violations must be corrected and brought into compliance with McKinney Greens HOA's Governing Documents. If there is a subsequent violation of a similar rule, the fine amount will double with each subsequent violation. Failure to pay fines may result in a lien on the Owner's Property. The Owner shall be responsible for any fines and enforcement costs assessed on the Property. If applicable, it is the Owner's responsibility to pursue reimbursement of the fines from the occupant(s) and/or tenant(s). The violation fines will be levied each time the violation is observed. The violation fines are subject to change without further notice and at the discretion of the Board of Directors.

- |  |         |
|--|---------|
| • Holiday Decorations on Common Area Elements (i.e. trees, fences)<br>(each time the violation is observed)  | \$25.00 |
| • Property used for storage (boats, vehicles, trailers, oversized<br>work trucks and any other oversized vehicle, etc.)<br>(each time the violation is observed)   | \$25.00 |
| • Trash cans, trash bags and recycling left in public view on<br>days other than designated city trash pick-up days<br>(each time the violation is observed)   | \$25.00 |
| • Debris or refuse on Lots<br>(each time the violation is observed)  | \$25.00 |
| • Signs in Yards or on Lots<br>(each time the violation is observed)   | \$25.00 |
| • Home repairs needed (rotting wood, replacing missing<br>or dilapidated fences that conform with other homes in the<br>subdivision as established in the plot layout survey of the McKinney<br>Greens subdivision, sagging gutters, damaged garage door,<br>replacing broken light fixtures, etc.)<br>(each time the violation is observed) | \$25.00 |
| • Exterior painting needed (house, front door, siding, etc.)<br>(each time the violation is observed)  | \$25.00 |
| • Littering in common areas<br>(each time the violation is observed)   | \$25.00 |

### Fine Schedule

---

- Modification, and/or addition made to Property without prior approval from the ACC \$25.00  
(each time the violation is observed)
- Vehicle violations, include, but are not limited to, any vehicle without a current (or missing) license plates or inspection sticker, wrecked, dismantled in any way or discarded is considered inoperable. \$25.00  
(each time the violation is observed or as the Board deems necessary)
- Vehicle parking violations, i.e. "Parking in Common Area Elements (communal driveways) \$25.00  
(each time the violation is observed)
- Other violations in compliance with the City of McKinney, Code Compliance and City Ordinances, and any other violations as voted for by the HOA Board as deemed necessary in good faith of the governing documents. \$25.00  
(each time the violation is observed or as the Board deems necessary)

## EXHIBIT B

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

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for McKinney Greens**, filed of record on **February 9, 2006** under **Instrument Number 20060209000174790** in the **Official Public Records of Collin County, Texas**; and
- All tracts of land and property situated in the **The Greens of McKinney, an Addition to the City of McKinney, Collin County, Texas**, according to the **Map/Plat** thereof recorded in **Volume 2006, Page 178, 179 & 180, Map/Plat Records, Collin County, Texas**.



*Stacey Kemp*



**AFTER RECORDING, PLEASE RETURN TO:**

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

**THIRD SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF  
RECORDING OF DEDICATORY INSTRUMENTS FOR  
MCKINNEY GREENS HOA**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §**

The undersigned, as attorney for McKinney Greens HOA, 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 the owners of property described on Exhibit B attached hereto (the “Property”) hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

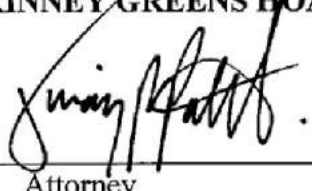
- ***First Amendment to the Bylaws of McKinney Greens Homeowners Association, Inc. (Exhibit A).***

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 instrument until amended.

**IN WITNESS WHEREOF**, McKinney Greens HOA has caused this Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Collin County, Texas and supplements that Certificate and Memorandum of Recording of Dedicatory Instruments filed on September 23, 2013, as Instrument No. 20130923001331480 in the Official Public Records of Collin County, Texas; that certain First

Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on October 31, 2013, as Instrument No. 20131031001485660 in the Official Public Records of Collin County, Texas; and that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on February 24, 2014, as Instrument No. 20140224000165200 in the Official Public Records of Collin County, Texas.

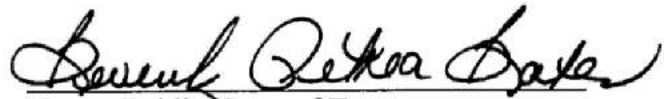
MCKINNEY GREENS HOA

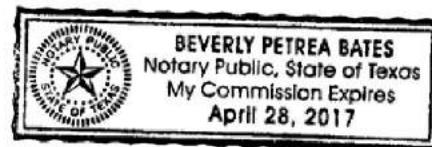
By:   
Its: Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for McKinney Greens HOA, 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 3<sup>rd</sup> day of February, 2015.

  
Notary Public, State of Texas



**FIRST AMENDMENT TO THE BYLAWS OF  
MCKINNEY GREENS  
HOMEOWNERS ASSOCIATION, INC.**

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

This First Amendment to the Bylaws of McKinney Greens Homeowners Association, Inc. (the "*Association*") is effective as of the 1 day of June, 2015, by the Association:

**WITNESSETH:**

**WHEREAS**, Texas Property Code Section 209.00593(b) authorizes the Board of Directors for the Association to amend the Bylaws of the Association to provide for elections as required by Texas Property Code Section 209.00593(a); and

**WHEREAS**, the amendment to the Bylaws of McKinney Greens Homeowners Association, Inc. (the "*Bylaws*"), as set forth hereinafter with specificity, has received the majority vote of the Board of Directors at a duly-convened Board of Directors' meeting, in which a quorum of the Directors was present, on the 1 day of June, 2015.

**NOW, THEREFORE**, the Bylaws of the Association are hereby amended as follows:

Article II of the Bylaws is hereby amended to add Section 2.8(A), in its entirety, and shall hereinafter read as follows:

**2.8(A).** Except as provided in these Bylaws or in the Declaration, the presence of ten percent (10%) of the Members, in person, by proxy or other means allowed by law, shall constitute a quorum for the sole and exclusive purpose of conducting an election of directors at any meeting of the Association. No other business may be transacted at a meeting convened under this Section 2.8(A). In order to conduct business of the Association at a meeting of the Members other than the election of directors, the applicable quorum requirement contained in Section 2.8 of these Bylaws must be satisfied. In the event of a conflict between this Section 2.8(A) and any other provision in the Bylaws, the terms and conditions of this Section 2.8(A) shall control.

SIGNED this 1 day of June, 2015.

MCKINNEY GREENS  
HOMEOWNERS ASSOCIATION, INC.

By [Signature]  
Amanda McDaniel, President

CERTIFICATION OF AMENDMENT TO BYLAWS

I, Amanda McDaniel, the duly-elected President of McKinney Greens Homeowners Association, Inc., hereby certify:

That this First Amendment to the Bylaws of McKinney Greens Homeowners Association, Inc. was approved by the majority vote of the Board of Directors at a duly-convened Board of Directors' meeting, in which a quorum of the Directors was present, on the 1 day of June, 2015, and that the same does now constitute a portion of the Bylaws of McKinney Greens Homeowners Association, Inc.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this 1 day of June, 2015.

[Signature]  
President

## EXHIBIT B

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

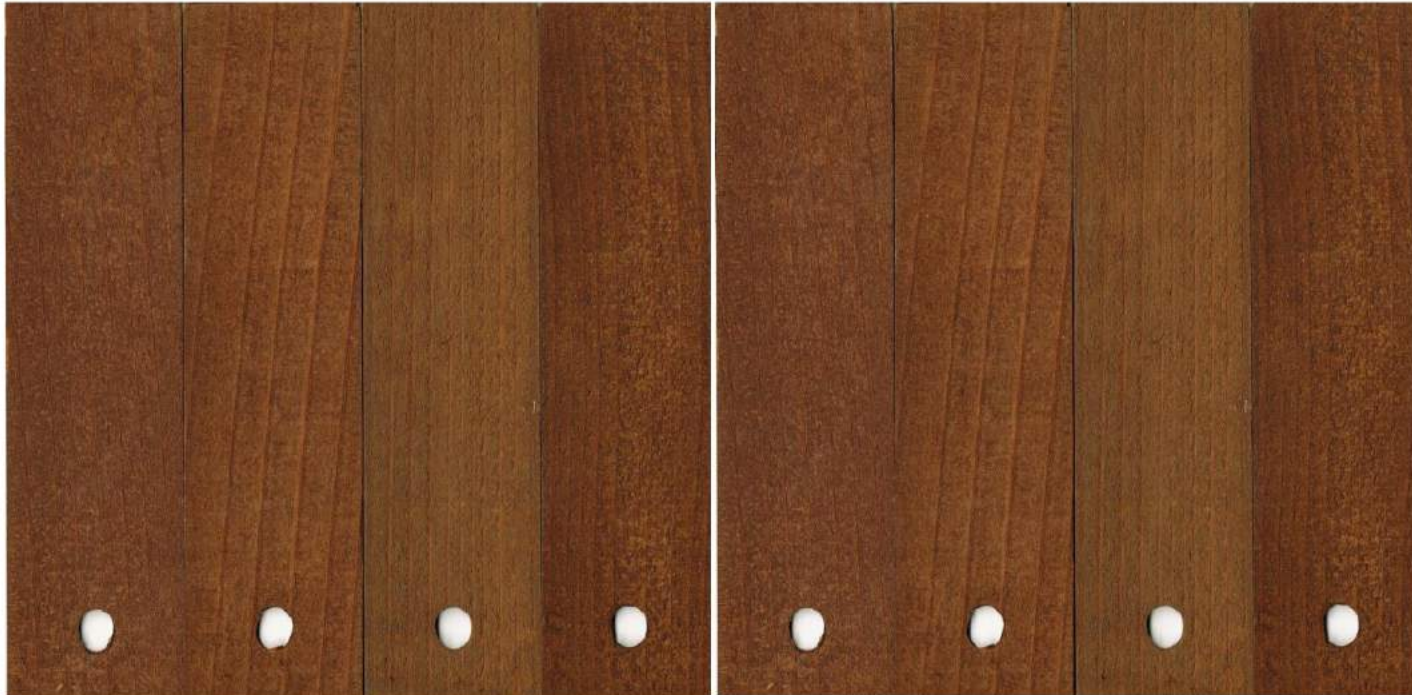
- All property subject to the **Declaration of Covenants, Conditions and Restrictions for McKinney Greens**, filed of record on **February 9, 2006** under **Instrument Number 20060209000174790** in the **Official Public Records of Collin County, Texas**; and
- All tracts of land and property situated in the **The Greens of McKinney, an Addition to the City of McKinney, Collin County, Texas**, according to the **Map/Plat** thereof recorded in **Volume 2006, Page 178, 179 & 180, Map/Plat Records, Collin County, Texas**.



*Stacey Kemp*

*Approved Wood Fence Colors for McKinney Greens*  
*For reference the new Home Depot Behr Premium color numbers are:*

*Chocolate SC-129 Solid*  
*Chocolate ST-129 Semi transparent*  
*Chocolate T-129 Transparent*







20161010001366030

10/10/2016 09:15:34 AM EM 1/10

**AFTER RECORDING, RETURN TO:**

Vinay Patel, Esq.  
 Henry Oddo Austin & Fletcher, P.C.  
 1700 Pacific Avenue  
 Suite 2700  
 Dallas, TX 75201

**ACCESS AND MAINTENANCE EASEMENT AGREEMENT**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF COLLIN

§

THAT, the undersigned, MCKINNEY FAIRWAYS, LLC, a Texas limited liability company, hereinafter referred to as "Grantor", for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) paid to Grantor by McKINNEY GREENS HOA, hereinafter referred to as "Grantee", and in further consideration of the covenants made herein by Grantor, the receipt and sufficiency of which are hereby acknowledged and confessed, has this day GRANTED and CONVEYED and by these presents do hereby GRANT and CONVEY unto said Grantee, its successors and assigns, a perpetual, nonexclusive, fifty (50) foot easement (the "Easement") in, upon and across the Real Property, such Easement being more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference;

WHEREAS, Grantor is the owner of certain real property, including improvements thereon, located in the City of McKinney, Collin County, Texas, commonly known as "Greens at McKinney Golf Course" (the "Real Property"), which Real Property being more particularly described in **Exhibit "A"**, attached and incorporated herein by reference;

WHEREAS, the Real Property consists of common areas of the residential subdivision generally known as "The Greens of McKinney" (the "Residential Subdivision"), which Residential Subdivision is managed by Grantee;

WHEREAS, certain aspects of the Residential Subdivision's irrigation system and equipment are physically located on and installed within the Real Property;

WHEREAS, in order to maintain the Residential Subdivision's common areas, Grantee has requested the right to enter upon and perform necessary maintenance and/or repairs to the irrigation system and equipment physically located on and installed within the Real Property located within the Easement; and

WHEREAS, Grantor desires to allow Grantee, including its authorized vendors, access to the Easement for the purpose of performing necessary maintenance and/or repairs to the irrigation system and equipment.

NOW, THEREFORE, for and in consideration of the recitals herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and unconfessed, Grantor and Grantee hereby agree as follows:

1. This Access and Maintenance Easement Agreement shall be for the right and limited purpose of performing maintenance and repairs to Grantee's irrigation system and equipment located

within the Easement. Grantee shall use reasonable care in and repair any damage to Grantor's property resulting from the exercise of such easement right.

2. Grantor, its successors and assigns, shall not construct or place, either temporarily or permanently, any additional structure or improvement within the Easement which will impact Grantee's ability to perform the contemplated maintenance and repairs, without the prior written consent of the Grantee.

3. Grantee covenants and agrees to be responsible for its irrigation system and equipment, including maintenance, repair, replacement and upkeep of same, located within the Easement and assumes responsibility for any damages to person, property or otherwise which may result from the existence of the Easement or actions by Grantee's or Grantee's agents, representatives, employees, invitees, and contractors.

4. Grantor represents and warrants that it is the sole owner of the Easement.

5. Nothing contained in this Access and Maintenance Easement Agreement or any other agreement between Grantor and Grantee is intended to create a joint venture between or among any of them and any implication to the contrary is hereby expressly disavowed. This Access and Maintenance Easement Agreement does not create a joint enterprise, nor does it appoint either the Grantor or Grantee as an agent of another for any purpose whatsoever.

6. Neither Grantor nor Grantee may collect, and each waives the right to collect, any special, consequential, indirect, punitive, statutory and other damages from the other, other than actual, direct damages. Furthermore, any recourse against the other with respect to any obligation, responsibility, undertaking, duty or liability of any kind or nature under or in connection with this Access and Maintenance Easement Agreement, whether liquidated, unliquidated, claimed, or adjudged, is limited to the assets of the breaching party as an entity, and no other person or entity whatsoever has any liability whatsoever, direct, indirect, contingent, or otherwise, in connection therewith.

7. All notices, requests, approvals, consents, and other communications required or permitted under this Access and Maintenance Easement Agreement must be in writing and are effective:

- (a) on the business day sent if (i) sent by fax prior to 5:00 p.m. Dallas, Texas time, (ii) the sending fax generates a written confirmation of sending, and (iii) a confirming copy is sent on the same business day by one of the other methods specified below;
- (b) on the next business day after delivery, on a business day, to a nationally recognized overnight courier service for prepaid overnight delivery;
- (c) three (3) days after being deposited on a business day in the United States mail, certified, return receipt requested, postage prepaid; or
- (d) on the date of delivery (or, if delivery is refused, the date of the first attempted delivery) if delivered by any method other than the methods specified above;

in each instance addressed to the applicable party at the following addresses, or to any other address a party may designate by ten (10) days' prior notice to the other party (provided that no party may designate more than two (2) such addresses):

To Grantor: McKinney Fairways, LLC

c/o Lynd Residential Properties  
8000 IH 10 West  
Suite 1200  
San Antonio, TX 78230

To Grantee: McKinney Greens HOA  
c/o SBB Management Company  
8360 Lyndon B Johnson Fwy.  
Suite 300  
Dallas, TX 75243

8. The easements and access herein granted and all rights and obligations of Grantor and Grantee shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and permitted assigns.

*[Signatures on following pages]*

EXECUTED this 22 day of September, 2016.

GRANTOR:

MCKINNEY FAIRWAYS, LLC,  
a Texas limited liability company

By: LRP Golf Partners, LP,  
a Texas limited partnership,  
its Member

By: LRP Golf Partners Management, LLC,  
a Texas limited liability company,  
its General Partner

By: [Signature]  
Michael J. Lynd, President

STATE OF TEXAS

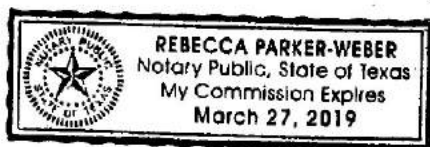
§

COUNTY OF BEXAR

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Michael J. Lynd, the President of LRP Golf Partners Management, LLC, a Texas limited liability company, the General Partner of LRP Golf Partners, LP, a Texas limited partnership, the Member of McKinney Fairways, LLC, a Texas limited liability company, 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 22nd day of September, 2016.



[Signature]  
Notary Public, State of Texas

GRANTEE:

MCKINNEY GREENS HOA,  
a Texas non-profit corporation

By: Linda S. Hooper  
Title: President, McKinney Greens HOA

STATE OF TEXAS

§  
§  
§

COUNTY OF COLLIN

BEFORE ME, the undersigned Notary Public, on this day personally appeared Linda S. Hooper, duly elected President of McKinney Greens HOA, a Texas non-profit corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she 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 27<sup>th</sup> day of September, 2016.

[Signature]  
Notary Public, State of Texas

(RAMESH  
DHARMARAJAN)  
Notary  
Public



My Commission  
Expires  
05/05/2020

## **EXHIBIT "A"**

### **REAL PROPERTY**

#### **TRACT I:**

Lots 1 and 3, in Block A, of The Greens of McKinney, Section 2, an addition to the City of McKinney, Collin County, Texas, according to the Map or Plat thereof recorded in/under Volume 2008, Page 171, Map/Plat Records, Collin County, Texas.

SAVE AND EXCEPT: That portion thereof conveyed from McKinney Fairways, LLC to The City of McKinney, by instrument dated 9/29/11, filed 10/3/11, recorded in/under Doc. No. 20111003001048690, Real Property Records, Collin County, Texas.

#### **TRACT II:**

Lot 2R1, in Block A, of The Greens of McKinney, Section 3, an addition to the City of McKinney, Collin County, Texas, according to the Map or Plat thereof recorded in/under Volume 2008, Page 194, Map/Plat Records, Collin County, Texas.

#### **TRACT III:**

Easement Estate as created and defined by that certain Cross-Easement Agreement, dated 4/1/08, by and between The Greens at McKinney Phase IA, LP and The Greens at McKinney Phase IB, LP and McKinney Corners, LP and McKinney Golf, LP, filed 4/3/08, recorded in/under Doc. No. 20080403000397200, Real Property Records, Collin County, Texas.

#### **TRACT IV:**

Easement Estate as created and defined by that certain Easement for Golf Course, dated 2/29/08, by and between McKinney Greens, L.P. and McKinney Golf, L.P., filed 4/3/08, recorded in/under Doc. No. 20080403000397220, Real Property Records, Collin County, Texas. As affected by Partial Release of Easement for Golf Course, filed 10/3/11, recorded in/under Doc. No. 20111003001048710, Real Property Records, Collin County, Texas.

#### **TRACT V:**

Easement Estate as created and defined by that certain Declaration of Restrictive Covenants and Easement Agreement, dated 4/1/08, by and between McKinney Corners, L.P., The Greens at McKinney, Phase IA, L.P., The Greens at McKinney, Phase IB, L.P. and McKinney Golf, L.P., filed 4/3/08, recorded in/under Doc. No. 20080403000397190, Real Property Records, Collin County, Texas.



## EXHIBIT "B"

### EASEMENT

#### LEGAL DESCRIPTION

1.332 Acres

**BEING** a tract of land situated in the S. McFarland Survey, Abstract No. 558, City of McKinney, Collin County, Texas and being a portion of Lot 1, Block A of the Minor Plat of Lots 1, 2 & 3, Block A, The Greens of McKinney, Section 2, according to the Minor Plat thereof recorded in Volume 2006, Page 171 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at the southeast corner of Lot 11, Block A of the Greens of McKinney, Phase 2, according to the plat thereof recorded in Volume 2006, Page 178 of the Plat Records of Collin County, Texas, common to the northeast corner of Common Area A-2, said Block A of the Greens of McKinney, Phase 2, being on the westerly line of said Lot 1;

**THENCE** departing the easterly line of said Block A of the Greens of McKinney, Phase 2, and the westerly line of said Lot 1, and crossing said Lot 1, the following courses:

North 88°56'12" East, a distance of 50.00 feet to a point for corner;

South 1°03'48" East, being 50 feet east of and parallel with the westerly line of said Lot 1, a distance of 528.01 feet to a point for corner;

South 38°28'11" East, being 50 feet northeast of and parallel with the southwesterly line of said Lot 1, a distance of 615.36 feet to a point for corner;

South 51°31'49" West, a distance of 50.00 feet to the northwest corner of Lot 30, said Block A of the Greens of McKinney, Phase 2, common to the northeast corner of Common Area A-4, said Block A of the Greens of McKinney, Phase 2, being on the southwesterly line of said Lot 1, from which a 1/2 inch iron rod with plastic cap stamped "ILL" found for witness bears North 57°52' East, 0.4 feet, and a 1/2 inch iron rod with plastic cap stamped "DAA" found for corner bears South 38°28'11" East, 214.83 feet;

**THENCE** North 38°28'11" West, along the southwesterly line of said Lot 1 and the northeasterly line of said Block A of the Greens of McKinney, Phase 2, a distance of 632.29 feet to a point for corner, from which a 1/2 inch iron rod found for witness bears North 59°08' East, 0.3 feet;

**THENCE** North 1°03'48" West, along the westerly line of said Lot 1 and the easterly line of said Block A of the Greens of McKinney, Phase 2, a distance of 544.94 feet to the **POINT OF BEGINNING** and containing 1.332 acres (58,015 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

**PRELIMINARY**

THIS DOCUMENT SHALL  
NOT BE RECORDED FOR  
ANY PURPOSE AND  
SHALL NOT BE USED OR  
VIEWED OR RELIED  
UPON AS A FINAL  
SURVEY DOCUMENT

SYLVANIA GUNAWAN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6461  
5750 GENESIS COURT, SUITE 200  
FRISCO, TEXAS 75034  
PH. 972-335-3580  
sylviana.gunawan@kimley-horn.com

**EXHIBIT "A"**  
**50' IRRIGATION EASEMENT**  
**LOT 1, BLOCK A**  
**THE GREENS OF MCKINNEY,**  
**SECTION 2**

S. McFARLAND SURVEY, ABSTRACT NO. 558  
CITY OF MCKINNEY, COLLIN COUNTY, TEXAS

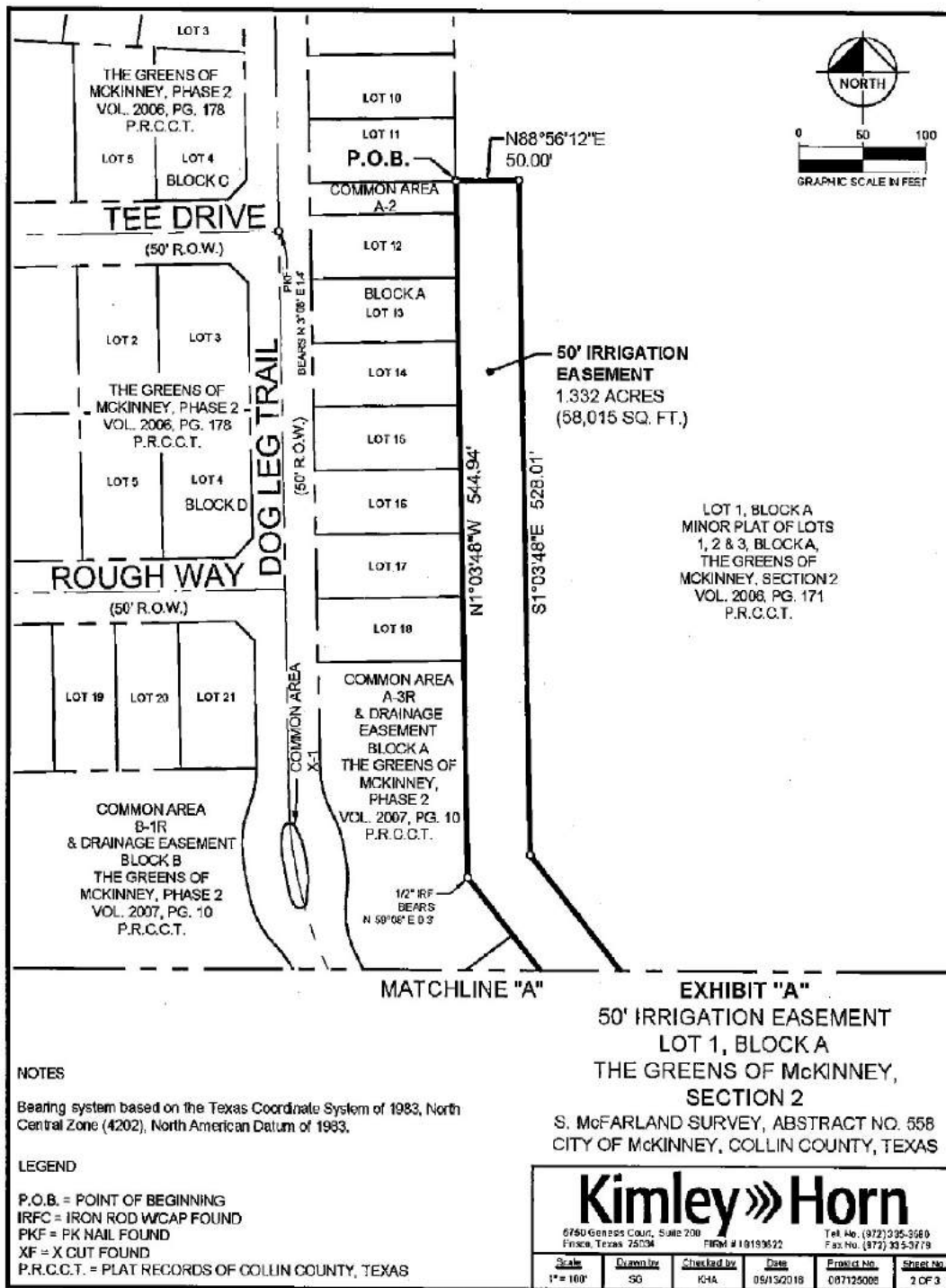
**Kimley»Horn**

5150 Genesis Court, Suite 200  
Frisco, Texas 75034

Tel. No. (972) 935-5960  
Fax No. (972) 935-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	09/12/2016	057125006	1 OF 3

GUNAWAN, SYLVIANA 2/13/2015 1:17 PM K:\FRI SURVEY\057125006-GREEN S OF MCKINNEY\DWG\057125006 IRRIGATION EASEMENT.DWG





**AFTER RECORDING, PLEASE RETURN TO:**

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

**FOURTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM  
OF RECORDING OF DEDICATORY INSTRUMENTS  
FOR  
MCKINNEY GREENS HOA**

**STATE OF TEXAS           §  
                                     §  
COUNTY OF COLLIN    §**

The undersigned, as attorney for McKinney Greens HOA, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto (the "*Property*") hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

1. ***McKinney Greens Homeowners Association – Architectural Control Committee: Guidelines and Rules (October 19, 2017) (Exhibit A-1); and***
2. ***McKinney Greens Homeowners Association – Rules Clarification (October 19, 2017) (Exhibit A-2).***

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 and they 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, McKinney Greens HOA has caused this Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Collin County, Texas, and supplements that Certificate and Memorandum of Recording of Dedicatory Instruments filed on September 23, 2013, as Instrument No. 20130923001331480 in the Official Public Records of Collin County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on October 31, 2013, as Instrument No. 20131031001485660 in the Official Public Records of Collin County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on February 24, 2014, as Instrument No. 20140224000165200 in the Official Public Records of Collin County, Texas; and that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on June 3, 2015, as Instrument No. 20150603000657310 in the Official Public Records of Collin County, Texas.

MCKINNEY GREENS HOA

By: \_\_\_\_\_

Its: Attorney

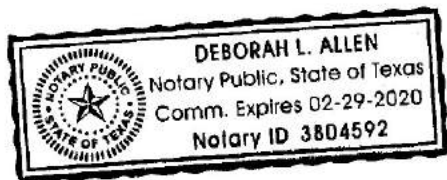
STATE OF TEXAS §

§

COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for McKinney Greens HOA, 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 21<sup>st</sup> day of November, 2017.



\_\_\_\_\_  
Notary Public, State of Texas

## McKinney Greens Homeowners Association

### Architectural Control Committee Guidelines and Rules

October 19, 2017

This Architectural Control Committee Guidelines and Rules document is intended to replace and supersede all previously adopted and recorded dedicatory instruments addressing similar subject matter, including the September 12, 2012 and September 17, 2013 versions.

**PURPOSE:** The purpose of the Architectural Control Committee (ACC) is to ensure the appearance and maintenance of the dwelling, lot, and fences so as not to be unsightly when viewed from the street, park/greenbelt (formerly known as the golf course), common areas or neighboring homes and lots.

ACC approval is required for anything that changes the exterior appearance of your home. By way of example and not limitation, the following require prior ACC approval: all patio covers, exterior construction, additions, alterations, accessory structures, paint and stain colors, accessory structures, fences, landscaping, retaining walls, yard art, and flag poles. Each project requires a separate ACC Request to provide details.

Approval is based on compliance with the Association's Governing Documents (to include the Covenants, Conditions, and Restrictions (CC&R), and By-Laws) and City of McKinney Ordinances.

**APPROVAL PROCESS:** All homeowners who would like to make improvements or modifications to their home and lot are responsible for submitting the necessary request to the ACC for approval. All submittals to the Committee for approval must be filled out completely and include a copy of all documents required by the CC&R, including building permits if required by the City of McKinney for the proposed project. Submit the request to the HOA management company.

The Request for ACC Approval form is located on the HOA website at [mckinneygreenshoa.com](http://mckinneygreenshoa.com), under Documents, click on Architecture Documents. The Approval Form Submission Guide is also located here.

**VIOLATIONS:** The HOA Management Company regularly tours the neighborhood to visually inspect homes and lots. Violations will be noted and homeowners will receive notices. If Violations are not corrected in a timely way, fines and other charges will accrue.

If there are questions with the interpretation of these guidelines, please contact the Homeowners Association or the HOA management company.

**These rules and guidelines are not all inclusive. Refer to the governing documents and amendments for additional requirements, standards and information.**



## **A. ROOFS**

- Shingles covered under these guidelines are exclusively those designed primarily to:
  - a. Be wind and hail resistant
  - b. Provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
  - c. Provide solar generation capabilities
- Shall resemble the shingles used or otherwise authorized for use on property in the subdivision
- Shall match the aesthetics of the property surrounding the property of the owner requesting permission to install the shingles
- Shall be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for used in the McKinney Greens HOA
- Roofing shingles shall only be installed after receiving the written approval of the ACC
- No roofing material of any kind or character shall be placed or stored upon the lot until work is ready to commence
- All roofing material shall be placed totally within the property lines of the lot upon which the work is to be done
- Weathered Wood and Driftwood are two approved shingle colors. Similar colors may be approved by the ACC
- Failure to obtain a permit will result in the City of McKinney issuing an order to stop work and could result in the City levying a fine

### **Required for Submission to ACC for Approval**

- City of McKinney permit is required, homeowner or the roofing company shall contact the City of McKinney to obtain the permit
- Permit must be posted on the residence to be viewable from the street
- Manufacturer's Specification sheet that specifies shingle color and warranty
- Completed ACC Request for Approval form

## **B. FENCE REPLACEMENT AND REPAIR**

- All fences shall be constructed of wood, except any fence that abuts the park/greenbelt (formerly known as the golf course) must be constructed of wrought iron
- No fence, including fences screening trash and recycle bins, shall extend no nearer to any street than the front edge of the home
- Fences that are used to screen trash and recycle bins and accessory structures must meet these same requirements and have ACC approval
- Any fence that faces a public street or common area shall be constructed so that all structural members and support posts will be on the side of the fence away from the street or common area.
- Wood fences shall not exceed six (6) feet in height
- A single one (1) inch x four (4) inch or a two (2) inch x six (6) inch footer board may be installed around the entire perimeter to curtail erosion and mower damage
- It is recommended that fences at sloped areas either be stepped up or stepped down and not follow the grade
- Fences may be topped with a flat top cap
- Stain must be maintained in a non-faded condition. All colors used must be approved by the ACC
- Wood fences should be constructed of one (1) inch x four (4) inch or one (1) inch x six (6) inch pickets to meet standard designs of board on board or board beside board

- Repairing fence pickets, posts and individual sections of a fence does not require ACC approval
- Any repairs must be stained to match the existing fence so that the entire fence presents a uniform appearance
- No portion of any wrought iron fence shall exceed four (4) feet in height

**NOTE: Any fence that is over six (6) feet in height as of the recording of this document shall be grandfathered in. Once the fence needs to be replaced it must be brought into compliance and only be six (6) feet in height.**

**Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)
- A Plat / survey showing the location of the fence, existing structures and property lines
- Color of stain to be used, painting a fence is not allowed, the exception is wrought iron fences which must be painted black
- Height of fence
- Completed ACC Request for Approval form

**C. SCREENING OF TRASH AND RECYCLE CONTAINERS**

- Trash and recycle containers shall be screened from view from any street, common area or park/greenbelt (formerly known as the golf course).
- Trash and recycle containers must be placed in the garage or screened from public view either enclosed by a wooden fence or screened by large dense shrubs
- If shrubs are used as screening, the density of the shrubs must provide appropriate screening of the containers as viewed from the street, park/greenbelt (formerly known as the golf course) or common areas
- If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen
- Plant material, if used, must be trimmed and maintained the same as other landscape scrubs or bushes
- Fencing to screen trash and recycle containers shall not extend past the front building line of the home

**Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)
- A Plat / survey showing the location of the fence or screen, existing structures and property lines
- Color of stain to be used, painting the fence is not allowed
- Type of plant material, if used
- Height of fence
- Completed ACC Request for Approval form

#### **D. STORAGE SHEDS**

- Only one storage shed is permitted on a lot
- Shall be located behind a six (6) foot privacy fence
- Shall not be located in front yards or in unfenced portions of side yards
- Storage sheds located on park/greenbelt lots (formerly known as the golf course) or common area lots shall be screened from view
- Shall not exceed a maximum size of eight (8) feet x eight (8) feet and shall not be greater than six (6) feet tall at its tallest point
- Storage shed color shall match or complement that of the house
- Storage structures must have a three (3) foot minimum setback from any side fence or property line

#### **Required for Submission to ACC for Approval**

- A Plat / survey showing the location of the shed, existing structures and property lines
- A description and the dimensions of the shed (i.e., construction drawing)
- Description of materials and color of the shed and those of the house
- Completed ACC Request for Approval form

#### **E. DRIVEWAYS/PARKING PADS**

- Repairing or replacing driveways or adding parking pads shall match the concrete texture of the existing driveway
- No driveway or parking pad shall be constructed closer than one (1) foot from any property line

#### **Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)
- A Plat / survey showing the location of the driveway or parking pad, existing structures and property lines
- A description (including construction material) and dimensions of the driveway or parking pad
- Completed ACC Request for Approval form

#### **F. PATIOS**

- Patios must be built inside the same building lines as the house itself
- Must not change or obstruct the drainage plan of the Lot as established by the approved development plans

#### **Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)
- A Plat / survey showing the location of the patio, existing structures and property lines
- A description and the dimensions of the patio
- Material to be used
- Completed ACC Request for Approval form

#### **G. PATIO COVERS AND PERGOLAS**

- Shall be built inside the same building lines as the house itself
- Edge of the patio cover or pergolas must be at least three (3) feet from the property line
- If shingles are used they must be the same type and color as the shingles used on the roof of the house
- ACC will not approve corrugated panels or similar material on slanted or pitched roofs of patios and pergolas

#### **Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)
- A Plat / survey showing the location of the patio cover or pergola, existing structures and property lines
- A description and the dimensions of the patio cover or pergola (i.e., construction drawing)
- Color of stain to be used
- Completed ACC Request for Approval form

#### **H. YARD (OUTDOOR) ART**

- All fountains, statues, and light fixtures must be approved by the ACC prior to placement, construction or installation
- The number of pieces approved is limited to four (4)
- ACC will determine if the art is appropriate

#### **Required for Submission to ACC for Approval**

- Description of the art to be placed
- Number of pieces of art to be placed
- Completed ACC Request for Approval form

#### **I. PAINTING/STAINING/COLOR CHANGES**

- Any color/stain change on exterior walls, trim, doors, siding, etc. must be submitted to the ACC for approval
- Doors and shutters must be painted or stained in colors that complement the colors and trim of the house

#### **Required for Submission to ACC for Approval**

- Paint manufactures name, paint name, paint number and paint color
- Completed ACC Request for Approval form

#### **J. TREE REMOVAL**

- Each Lot must have, in the front yard, at least one (1) tree having a diameter of three (3) inches or more measured from a point six (6) inches above ground level
- All tree stumps must be ground below ground level or be entirely removed. No part of the stumps can be visible to the eye. Stump removal area and tree ring area must be covered with grass
- Dead or dying trees must removed

#### **Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)

- Diameter of tree to be removed
- Number of trees remaining in the front yard
- Completed ACC Request for Approval form

#### **K. STORM DOORS**

- Storm doors shall be finished to match or complement the window mullions or the house trim
- Storm doors installed on the front of the house facing a street shall have transparent glass
- Storm doors installed on a side of a house facing a park/greenbelt (formerly known as the golf course) or common areas shall have transparent glass
- Cross members, decorative grills, or opaque panels are not allowed

#### **Required for Submission to ACC for Approval**

- Picture of door
- Information from manufacturer on size and materials used
- Completed ACC Request for Approval form

#### **L. TRASH AND RECYCLE CONTAINERS**

- Trash and Recycle bins may be placed out ready for pick up on the day prior to the trash pick-up day
- Trash and Recycle bins must be properly stored not later than the next day after trash pick-up

#### **Required for Submission to ACC for Approval**

- None required provided you comply with the above guidelines

#### **M. HOLIDAY DECORATIONS**

- All holiday decorations and lights must be tasteful, in keeping with the character of the neighborhood
- All holiday decorations and lights must be removed and stored out of sight within 21 days after the holiday has passed
- Seasonal decorations are permitted

#### **Required for Submission to ACC for Approval**

- None required provided you comply with the above guidelines

#### **N. BASKETBALL GOALS**

- Basketball goals shall be mounted on a metal pole
- Goals cannot be mounted on the house or other structure
- Goals, including nets, pole, and backboards, must be maintained in good condition
- Using stones, bricks, or any item to weigh down the base is not allowed
- Goals cannot be placed in the street, on sidewalks or in the city street right of ways (i.e. that area between the curb and the sidewalk)
- Only one (1) goal per lot is allowed

#### **Required for Submission to ACC for Approval**

- None required provided you comply with the above guidelines

**O. OTHER SPORTS EQUIPMENT**

- When not in use other types of sport equipment must be kept in a fenced backyard or fenced side yard

**Required for Submission to ACC for Approval**

- None required provided you comply with the above guidelines



## **McKinney Greens Homeowners Association**

### **Rules Clarification**

**October 19, 2017**

This McKinney Greens Homeowners Association Rules Clarification document is intended to replace and supersede all previously adopted and recorded dedicatory instruments addressing similar subject matter, including the September 12, 2012 version.

The McKinney Greens HOA is governed by the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) and Architectural Control Committee (ACC) Standards, Guidelines and Rules that contain standards and basic guidelines for the community, which every homeowner must follow.

The Board of Directors has approved these McKinney Greens Home Owners Association rules and clarifications. They will be used in conjunction with the Association's Governing Documents (to include the Covenants, Conditions and Restrictions, amendments and By-Laws) and City of McKinney Ordinances.

#### **PARKING**

1. No vehicle shall drive on or park on the Areas of Common Responsibility. The exception is first responder vehicles and landscape maintenance equipment.
2. Commercial vehicles displaying painted advertising, vehicle wraps, or signs are not permitted to be parked overnight on the street or in a homeowner's driveway except for vehicles (1) kept fully enclosed within a garage located on such Lot or (2) is in use for the maintenance or repair of a home.
3. Parked vehicles must not interfere with the adjacent or adjoining homeowner's ingress or egress to their own residence and driveway.
4. Vehicles parked and/or their location must not create congestion, obstruct site lines, or create safety hazards.
5. Trucks with tonnage in excess of one and one-half (1.5) tons shall not be permitted to park overnight on the property.
6. Vehicles parked on the street must not interfere with emergency vehicles, mail delivery, or with other service or delivery vehicles needing access to the neighborhood.
7. Vehicles may not park in any location in front of, or blocking access to a mailbox, any common area or any view lot.
8. All residences must consistently provide off street parking space to accommodate a minimum of two (2) vehicles in the required driveway, in addition to the two (2) spaces required in the garage.

9. There is no parking on the street in the area the community refers to as the “bridge”.
10. As a courtesy to your neighbors, homeowner’s vehicles should be parked only in front of their own lot.
11. On street parking must not interfere with any homeowner’s rights to peacefully enjoy their residences and yards.
12. Vehicles shall not park on or block access to any sidewalk.
13. Orange reflectors in the center of the street are used to identify a No Parking zone.
14. All parked vehicles must be operable, have current registration, current inspection stickers.
15. Recreational vehicles, including but not limited to boats and personal water crafts, campers, travel trailers, motor homes, or similar vehicles or equipment, shall not be parked for storage in the driveway or front yard of any dwelling or parked on any public street overnight. For purposes of this provision, “storage” means a time period in excess of 48–consecutive hours. This provision is not intended to prevent owners who must temporarily bringing in such vehicles for the purpose of cleaning, loading, or packing.
16. Per City of McKinney ordinance, it shall be unlawful to park any truck, truck trailer, or van with a manufacturer's rated capacity exceeding one ton on a public street, between the hours of 6:00 p.m. and 7:00 a.m.
17. Per City of McKinney ordinance, it shall be unlawful to park any tractor, tractor trailer, farm trailer, or other agricultural equipment on a street, between the hours of 6:00 p.m. and 7:00 a.m.

#### **OPERATING A HOME BUSINESS**

1. The following items are taken from the City of McKinney ordinance regarding home occupations. Additional requirements and standards for operating a home business can be found on the City of McKinney website.
  - a. Home based business shall maintain the residential character of the neighborhood.
  - b. The uses must conform to applicable City of McKinney ordinances and State of Texas statutes.
  - c. A home business shall be clearly incidental and secondary to the use of the premises for residential purposes.
  - d. A maximum of one commercial vehicle, capacity one ton or less may be used or parked on the property in connection with the home business. The commercial vehicle shall not be parked in the street.
  - e. Displaying advertising signs or other visual or audio devices that call attention to the business use is not allowed.

2. Per our CCR:

a. No business activity shall be conducted on the property which is not consistent with single family residential purposes.

b. Homeowners may use their residence for quiet, inoffensive activities so long as the activity does not materially increase the number of vehicles parked on the street.

#### **AREAS OF COMMON RESPONSIBILITY**

1. Common areas are to be used exclusively by McKinney Greens residents and their guests.

2. Residents should notify the Board of Directors when an event is planned. This allows the Board to provide any needed assistance.

3. Contact any Board member to unlock electrical outlets if electric power is needed to support an event.

4. When an event is not sponsored by the HOA, organizers shall take responsibility for safety and actions of all participants. In addition, any damage to property that may occur, the organizers shall be responsible for any cost to replace or repair.

5. Events and activities that could cause disturbance to surrounding homes should begin after 9:00 am and end by 10:00 pm.

6. Safety should be a focus for all homeowners, especially when children are involved. Risks include: common area terrain, water, snakes, dangerous wildlife and busy roads.

7. Parking should not create any restricted access for emergency vehicles that are responding to 911 or other calls.

8. No open fire of any kind is permitted. Traditional cooking grills are fine.

9. Any and all equipment, structures, chairs, etc. should be totally removed at the event conclusion. Any trash should be cleaned up and removed.

10 Alcoholic beverages should be used in moderation for the benefit and protection of all involved.

11. Events for the purpose of protest against our HOA or residents are discouraged.

12. View lots, although common areas should not be used for any type of group event. Suitable event areas include Stewart Road, Dog Leg Bridge east, Dog Leg Bridge west.

13. No parking on or driving on the Common Areas, including the view lots.

14. Enjoy our neighborhood, meet new neighbors and make new friends. Have fun!

## **Architectural Control Committee (ACC)**

1. The ACC ensures the appearance and maintenance of the lot, fences, the dwelling, and accessory structures so as not to be unsightly when viewed from the street, park/greenbelt (formerly known as the golf course), common areas or neighboring lots.
2. The ACC approves, among many improvements and modifications, roof replacement, exterior alterations, home additions, patio covers, pergolas, paint of exterior doors and exterior walls of the house, and stain color of fences.
3. The ACC is composed of three (3) volunteer members who are homeowners in McKinney Greens. All ACC members are appointed by the McKinney Greens HOA Board of Directors. A Board member may be appointed to serve on the ACC to maintain the three (3) person membership.
4. All matters before the Committee shall be decided by majority vote of its members. A majority of votes either for or against approval of a homeowner's request is the approved course of action.
5. The ACC members will decide among themselves who will be the Chairman of the committee.
6. Refer to the ACC Rules and Guidelines document for information and requirements.

## **SIGNS**

### **1. The following signs are not allowed:**

- Signs or unsightly objects may not be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling
- For Rent signs and For Lease signs
- Advertising or personal business signs in the yard
- Advertising signs on vehicles parked overnight
- Any offensive signs

### **2. The following signs are permitted:**

- One (1) Realtor sign advertising a home for sale
- Homes for sale by owner may have one (1) professionally-made yard sign of not more than five (5) square feet advertising the property
- Political signs may be used in accordance with State Law, one per issue or candidate put in place no sooner than 90 days before the pertinent election and removed ten (10) days immediately after
- City of McKinney required ET controller sign
- Security system notification signs, one (1) in the front yard and one (1) in the back yard
- A small No Solicitation sign
- One (1) school spirit or athletic sign is allowed for each activity

## **WROUGHT IRON FENCES**

1. Any fence that abuts the park/greenbelt (formerly known as the golf course) shall be constructed of wrought iron and shall not exceed four (4) feet in height and be designed to the specifications outlined in the CCR Second Amendment, Exhibit A.
2. Wrought iron fencing shall separate each Lot from the park/greenbelt (formerly known as the golf course), then turn the corner of the lot and extend an additional ten (10) linear feet along the side property lines separating the lot from the adjacent lots or Common Areas. At that ten (10) foot point, the fence will change from four (4) feet high wrought iron to wood. The wood fence will gradually step up to the maximum six (6) foot height allowed.
3. Wrought iron fencing shall only be painted black.

## **MCKINNEY GREENS OWNERS RESPONSIBILITIES**

### **PETS**

1. In accordance with the City of McKinney "pooper scooper" law, pet owners are required to pick up their pet's feces. Failure to do so will result in a citation from the city.
2. All pets must be on a leash no longer than six (6) feet in length when in public places.
3. All pets must be confined either behind an adequate fence or inside of the home.
4. Pet owners are responsible to keep their property free of pet debris to reduce noxious odors.
5. No more than four pets will be permitted on each Lot.

### **LANDSCAPE COMPLIANCE STANDARDS**

1. Each owner, at their own expense, must maintain their yard at a level, standard, and appearance that is commensurate with the neighborhood.
2. Maintain an attractive ground cover, bark mulch or lawn on all yards visible from a street, Common Areas or park/greenbelt with consistent watering. Bare dirt is not allowed.
3. Edge the street curbs and all sidewalks at regular intervals and dispose of clippings.
4. Mow the lawns and trim all plant materials at regular intervals and dispose of clippings. Fertilize as required and practice weed control.
5. Prevent lawn weeds or grass from exceeding 6 inches in height by mowing at regular intervals.
6. Keep shrubs trimmed to maintain an attractive appearance; bed areas must be free of weeds and grass.

7. Trees on a Lot must not have branches within five (5) feet of the ground unless that is a known characteristic of the tree (i.e. Magnolia).
8. Tree branches must be trimmed to a minimum height of six (6) feet above city streets and sidewalks.
9. Trees must be maintained in good health; dead or dying trees must be removed.
10. If a tree is older than one year, stakes, wires or straps may not be attached to the tree.
11. Replace dead plant material, as needed, to maintain the minimum landscaping and lawn requirements.
12. A minimum of twelve (12) three (3) gallon shrubs and at least one (1) three (3) inch caliper tree in the front yard is required.
13. Sidewalk and driveway seams must be kept free of grass and weeds.
14. Sprinkler systems are required; they must be operational and operated on a regular schedule.

#### **HOUSE MAINTENANCE STANDARDS**

1. Each owner is expected to maintain his lot and dwelling to a level, standard, and appearance that is commensurate with the neighborhood.
2. Maintain all improvements to include but not limited to, the dwelling, pergolas, patio covers, accessory structures, fences, landscaping, sprinkler systems, sidewalks, and driveways.
3. Maintenance includes preventative maintenance, repairs as needed, and replacement as needed.
4. Each owner must repair and replace worn, rotten, deteriorated, dead, and unattractive materials, and must repaint all painted surfaces or re-stain all stained surfaces when needed. Colors must be approved by the ACC.

#### **FENCE MAINTENANCE**

All fences shall be maintained so as to comply with the requirements of the governing documents at all times. Such requirements include, but are not necessarily limited to, the following maintenance standards:

1. All broken, loose, rusted, damaged, or missing parts (i.e., slats, rails, bars, posts, gates, and panels) of fences shall be replaced or repaired when needed to be compliant.
2. Repairs of any nature shall be made with materials of comparable composition, color, size, shape, and quality of the original fence to which the repair is being made.
3. Paint on wrought iron fences or stain on wooden fences, if applied, must be maintained in a non-faded condition. All colors used must be approved by the ACC.



4. Products manufactured for other uses such as plywood, corrugated steel, or fiberglass panels are prohibited as fencing materials.

5. Fences and gates enclosing swimming pools or spas must be repaired immediately.

6. Wooden fences shall not be out of vertical alignment more than one (1) foot from the vertical, measured at the top of the fence.

7. Wrought iron fences shall not be out of vertical alignment more than six (6) inches from the vertical measured at the top of the fence.

8. Gates shall close and maintain alignment to fence.

## EXHIBIT B

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

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for McKinney Greens**, filed of record on February 9, 2006 under Instrument Number 20060209000174790 in the Official Public Records of Collin County, Texas; and
- All tracts of land and property situated in the **The Greens of McKinney, an Addition to the City of McKinney**, Collin County, Texas, according to the Map/Plat thereof recorded in Volume 2006, Page 178, 179 & 180, Map/Plat Records, Collin County, Texas.



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
11/21/2017 09:46:04 AM  
\$90.00 SCAPELA  
20171121001545910

*Stacey Kemp*

**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  
MCKINNEY GREENS HOA**

**STATE OF TEXAS           §  
                                     §  
COUNTY OF COLLIN    §**

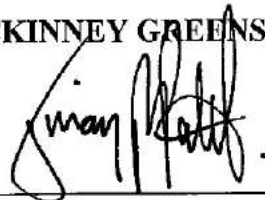
The undersigned, as attorney for McKinney Greens HOA, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto (the "*Property*") hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- 1.     *Architectural Control Committee: Guidelines and Rules (April 28, 2019) (Exhibit A-1); and***
- 2.     *Rules Clarification (April 28, 2019) (Exhibit A-2).***

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 and they 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**, McKinney Greens HOA has caused this Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Collin County, Texas, and supplements that Certificate and Memorandum of Recording of Dedicatory Instruments filed on September 23, 2013, as Instrument No. 20130923001331480 in the Official Public Records of Collin County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on October 31, 2013, as Instrument No. 20131031001485660 in the Official Public Records of Collin County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on February 24, 2014, as Instrument No. 20140224000165200 in the Official Public Records of Collin County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on June 3, 2015, as Instrument No. 20150603000657310 in the Official Public Records of Collin County, Texas; and that certain Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on November 21, 2017, as Instrument No. 20171121001545910 in the Official Public Records of Collin County, Texas.

**MCKINNEY GREENS HOA**



By: \_\_\_\_\_

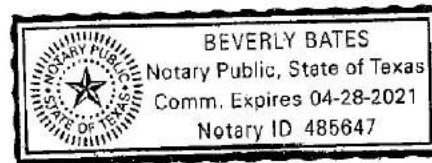
Its: Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for McKinney Greens HOA, 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 30<sup>th</sup> day of April, 2019.

  
Notary Public, State of Texas



# Exhibit A-1



# **McKinney Greens Homeowners Association**

## **Architectural Control Committee Guidelines and Rules**

**April 28, 2019**

This Architectural Control Committee Guidelines and Rules document is intended to replace and supersede all previously adopted and recorded dedicatory instruments addressing similar subject matter, including the September 12, 2012; September 17, 2013; and October 19, 2017 versions.

**PURPOSE:** The purpose of the Architectural Control Committee (ACC) is to ensure the appearance and maintenance of the dwelling, lot, and fences so as not to be unsightly when viewed from the street, park/greenbelt (formerly known as the golf course), common areas or neighboring homes and lots.

ACC approval is required for anything that changes the exterior appearance of your home. By way of example and not limitation, the following require prior ACC approval: all patio covers, exterior construction, additions, alterations, accessory structures, paint and stain colors, accessory structures, fences, landscaping, retaining walls, yard art, and flag poles. Each project requires a separate ACC Request to provide details.

Approval is based on compliance with the Association's Governing Documents (to include the Covenants, Conditions, and Restrictions (CC&R), and By-Laws) and City of McKinney Ordinances.

**APPROVAL PROCESS:** All homeowners who would like to make improvements or modifications to their home and lot are responsible for submitting the necessary request to the ACC for approval. All submittals to the Committee for approval must be filled out completely and include a copy of all documents required by the CC&R, including building permits if required by the City of McKinney for the proposed project. Submit the request to the HOA management company.

The Request for ACC Approval form is located on the HOA website at [mckinneygreenshoa.com](http://mckinneygreenshoa.com), under Documents, click on Architecture Documents. The Approval Form Submission Guide is also located here.

**VIOLATIONS:** The HOA Management Company regularly tours the neighborhood to visually inspect homes and lots. Violations will be noted and homeowners will receive notices. If Violations are not corrected in a timely way, fines and other charges will accrue.

If there are questions with the interpretation of these guidelines, please contact the Homeowners Association or the HOA management company.

**These rules and guidelines are not all inclusive. Refer to the governing documents and amendments for additional requirements, standards and information.**

### **A. ROOFS**

- Shingles covered under these guidelines are exclusively those designed primarily to:
  - a. Be wind and hail resistant

- b. Provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
- c. Provide solar generation capabilities
- Shall resemble the shingles used or otherwise authorized for use on property in the subdivision
- Shall match the aesthetics of the property surrounding the property of the owner requesting permission to install the shingles
- Shall be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for used in the McKinney Greens HOA
- Roofing shingles shall only be installed after receiving the written approval of the ACC
- No roofing material of any kind or character shall be placed or stored upon the lot longer than three (3) to five (5) days prior to work commencing.
- All roofing material shall be placed totally within the property lines of the lot upon which the work is to be done
- Weathered Wood and Driftwood are two approved shingle colors. Similar colors may be approved by the ACC
- Failure to obtain a permit will result in the City of McKinney issuing an order to stop work and could result in the City levying a fine

**Required for Submission to ACC for Approval**

- City of McKinney permit is required, homeowner or the roofing company shall contact the City of McKinney to obtain the permit
- Permit must be posted on the residence to be viewable from the street
- Manufacturer's Specification sheet that specifies shingle color and warranty
- Completed ACC Request for Approval form

**B. FENCE REPLACEMENT AND REPAIR**

- All fences shall be constructed of wood, except any fence that abuts the park/greenbelt (formerly known as the golf course) must be constructed of wrought iron
- No fence, including fences screening trash and recycle bins, shall extend no nearer to any street than the front edge of the home
- Fences that are used to screen trash and recycle bins and accessory structures must meet these same requirements and have ACC approval
- Any fence that faces a public street or common area shall be constructed so that all structural members and support posts will be on the side of the fence away from the street or common area.
- Wood fences shall not exceed six (6) feet in height
- A single one (1) inch x four (4) inch or a two (2) inch x six (6) inch footer board may be installed around the entire perimeter to curtail erosion and mower damage
- It is recommended that fences at sloped areas either be stepped up or stepped down and not follow the grade
- Fences may be topped with a flat top cap
- Stain must be maintained in a non-faded condition. All colors used must be approved by the ACC
- Wood fences should be constructed of one (1) inch x four (4) inch or one (1) inch x six (6) inch pickets to meet standard designs of board on board or board beside board
- Repairing fence pickets, posts and individual sections of a fence does not require ACC approval

- Any repairs must be stained to match the existing fence so that the entire fence presents a uniform appearance
- Lots on Golfview and Barranca with a rear lot retaining wall that is at least six (6) feet tall are allowed to remove the four (4) foot wrought iron side yard fence and replace it with a six (6) foot wooden side yard fence.
- No portion of any wrought iron fence shall exceed four (4) feet in height

**NOTE: Any fence that is over six (6) feet in height as of the recording of this document shall be grandfathered in. Once the fence needs to be replaced it must be brought into compliance and only be six (6) feet in height.**

**Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)
- A Plat / survey showing the location of the fence, existing structures and property lines
- Color of stain to be used, painting a fence is not allowed, the exception is wrought iron fences which must be painted black
- Height of fence
- Completed ACC Request for Approval form

**C. SCREENING OF TRASH AND RECYCLE CONTAINERS**

- Trash and recycle containers shall be screened from view from any street, common area or park/greenbelt (formerly known as the golf course).
- Trash and recycle containers must be placed in the garage or screened from public view either enclosed by a wooden fence or screened by large dense shrubs
- If shrubs are used as screening, the density of the shrubs must provide appropriate screening of the containers as viewed from the street, park/greenbelt (formerly known as the golf course) or common areas
- If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen
- Plant material, if used, must be trimmed and maintained the same as other landscape scrubs or bushes
- Fencing to screen trash and recycle containers shall not extend past the front building line of the home

**Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)
- A Plat / survey showing the location of the fence or screen, existing structures and property lines
- Color of stain to be used, painting the fence is not allowed
- Type of plant material, if used
- Height of fence
- Completed ACC Request for Approval form

**D. STORAGE SHEDS**

- Only one storage shed is permitted on a lot
- Shall be located behind a six (6) foot privacy fence
- Shall not be located in front yards or in unfenced portions of side yards

- Storage sheds located on park/greenbelt lots (formerly known as the golf course) or common area lots shall be screened from view
- Shall not exceed a maximum size of eight (8) feet x eight (8) feet and shall not be greater than six (6) feet tall at its tallest point
- Storage shed color shall match or complement that of the house
- Storage structures must have a three (3) foot minimum setback from any side fence or property line

**Required for Submission to ACC for Approval**

- A Plat / survey showing the location of the shed, existing structures and property lines
- A description and the dimensions of the shed (i.e., construction drawing)
- Description of materials and color of the shed and those of the house
- Completed ACC Request for Approval form

**E. DRIVEWAYS/PARKING PADS**

- Repairing or replacing driveways or adding parking pads shall match the concrete texture of the existing driveway
- No driveway or parking pad shall be constructed closer than one (1) foot from any property line

**Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)
- A Plat / survey showing the location of the driveway or parking pad, existing structures and property lines
- A description (including construction material) and dimensions of the driveway or parking pad
- Completed ACC Request for Approval form

**F. PATIOS**

- Patios must be built inside the same building lines as the house itself
- Must not change or obstruct the drainage plan of the Lot as established by the approved development plans

**Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)
- A Plat / survey showing the location of the patio, existing structures and property lines
- A description and the dimensions of the patio
- Material to be used
- Completed ACC Request for Approval form

**G. PATIO COVERS AND PERGOLAS**

- Shall be built inside the same building lines as the house itself
- Edge of the patio cover or pergolas must be at least three (3) feet from the property line
- If shingles are used they must be the same type and color as the shingles used on the roof of the house
- ACC will not approve corrugated panels or similar material on slanted or pitched roofs of patios and pergolas

**Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)
- A Plat / survey showing the location of the patio cover or pergola, existing structures and property lines
- A description and the dimensions of the patio cover or pergola (i.e., construction drawing)
- Color of stain to be used
- Completed ACC Request for Approval form

#### **H. YARD (OUTDOOR) ART**

- All fountains, statues, and light fixtures must be approved by the ACC prior to placement, construction or installation
- The number of pieces approved is limited to four (4)
- ACC will determine if the art is appropriate

#### **Required for Submission to ACC for Approval**

- Description of the art to be placed
- Number of pieces of art to be placed
- Completed ACC Request for Approval form

#### **I. PAINTING/STAINING/COLOR CHANGES**

- Any color/stain change on exterior walls, trim, doors, siding, etc. must be submitted to the ACC for approval
- Doors and shutters must be painted or stained in colors that complement the colors and trim of the house

#### **Required for Submission to ACC for Approval**

- Paint manufactures name, paint name, paint number and paint color
- Completed ACC Request for Approval form

#### **J. TREE REMOVAL**

- Each Lot must have, in the front yard, at least one (1) tree having a diameter of three (3) inches or more measured from a point six (6) inches above ground level
- All tree stumps must be ground below ground level or be entirely removed. No part of the stumps can be visible to the eye. Stump removal area must be covered with grass
- Dead or dying trees must be removed
- Tree wells must be removed if a new tree is not planted

#### **Required for Submission to ACC for Approval**

- City of McKinney permit, if required (homeowner must contact the City of McKinney)
- Completed ACC Request for Approval form

#### **K. STORM DOORS**

- Shall be finished to match or complement the window mullions and/or the house trim, including color
- Transparent glass is preferred for any door facing a street or greenbelt / common area

#### **Required for Submission to ACC for Approval**

- Picture of door

- Information from manufacturer on size and materials used
- Completed ACC Request for Approval form

#### **L. TRASH AND RECYCLE CONTAINERS**

- Trash and Recycle bins may be placed out ready for pick up on the day prior to the trash pick-up day
- Trash and Recycle bins must be properly stored not later than the next day after trash pick-up

#### **Required for Submission to ACC for Approval**

- None required provided you comply with the above guidelines

#### **M. HOLIDAY DECORATIONS**

- All holiday decorations and lights must be tasteful, in keeping with the character of the neighborhood
- All holiday decorations and lights must be removed and stored out of sight within 21 days after the holiday has passed
- Seasonal decorations are permitted

#### **Required for Submission to ACC for Approval**

- None required provided you comply with the above guidelines

#### **N. BASKETBALL GOALS**

- Basketball goals shall be mounted on a metal pole
- Goals cannot be mounted on the house or other structure
- Goals, including nets, pole, and backboards, must be maintained in good condition
- Using stones, bricks, or any item to weigh down the base is not allowed
- Goals cannot be placed in the street, on sidewalks or in the city street right of ways (i.e. that area between the curb and the sidewalk)
- Only one (1) goal per lot is allowed

#### **Required for Submission to ACC for Approval**

- None required provided you comply with the above guidelines

#### **O. OTHER SPORTS EQUIPMENT**

- When not in use other types of sport equipment must be kept in a fenced backyard or fenced side yard

#### **Required for Submission to ACC for Approval**

- None required provided you comply with the above guidelines

#### **P. LANDSCAPING**

- Xeriscaping (or zero-scaping) is permitted
- Plant numbers may vary based on size and shape of lot as well as type landscape being installed, i.e. Xeriscaping (or zero-scaping)
- Plants/Shrubs may be in the ground or placed in planters/pots



- Plants/shrubs described in the HOA Rules Clarification document may be planted in the front, side, or back yards
- Rock is permitted in lieu of mulch
- Drought resistant landscaping may be used

**Required for Submission to ACC for Approval**

- Submit a description or a plan for the installation of the landscape concept being considered
- Completed ACC Request for Approval form

# Exhibit A-2

# **McKinney Greens Homeowners Association**

## **Rules Clarification**

**April 28, 2019**

This McKinney Greens Homeowners Association Rules Clarification document is intended to replace and supersede all previously adopted and recorded dedicatory instruments addressing similar subject matter, including the September 12, 2012 and the October 19, 2017 versions.

The McKinney Greens HOA is governed by the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) and Architectural Control Committee (ACC) Standards, Guidelines and Rules that contain standards and basic guidelines for the community, which every homeowner must follow.

The Board of Directors has approved these McKinney Greens Home Owners Association rules and clarifications. They will be used in conjunction with the Association's Governing Documents (to include the Covenants, Conditions and Restrictions, amendments and By-Laws) and City of McKinney Ordinances.

### **PARKING**

1. No vehicle shall drive on or park on the Areas of Common Responsibility. The exception is first responder vehicles and landscape maintenance equipment.
2. Parked vehicles must not interfere with the adjacent or adjoining homeowner's ingress or egress to their own residence and driveway.
3. Vehicles parked and/or their location must not create congestion, obstruct site lines, or create safety hazards.
4. Trucks with tonnage in excess of one and one-half (1.5) tons shall not be permitted to park overnight on the property.
5. Vehicles parked on the street must not interfere with emergency vehicles, mail delivery, or with other service or delivery vehicles needing access to the neighborhood.
6. Vehicles may not park in any location in front of, or blocking access to a mailbox, any common area or any view lot.
7. All residences must consistently provide off street parking space to accommodate a minimum of two (2) vehicles in the required driveway, in addition to the two (2) spaces required in the garage.
8. There is no parking on the street in the area the community refers to as the "bridge".
9. As a courtesy to your neighbors, homeowner's vehicles should be parked only in front of their own lot.

10. On street parking must not interfere with any homeowner's rights to peacefully enjoy their residences and yards.

11. Vehicles shall not park on or block access to any sidewalk.

12. Orange reflectors in the center of the street are used to identify a No Parking zone.

13. All parked vehicles must be operable, have current registration, current inspection stickers.

14. Recreational vehicles, including but not limited to boats and personal water crafts, campers, travel trailers, motor homes, or similar vehicles or equipment, shall not be parked for storage in the driveway or front yard of any dwelling or parked on any public street overnight. For purposes of this provision, "storage" means a time period in excess of 48-consecutive hours. This provision is not intended to prevent owners who must temporarily bringing in such vehicles for the purpose of cleaning, loading, or packing.

15. Per City of McKinney ordinance, it shall be unlawful to park any truck, truck trailer, or van with a manufacturer's rated capacity exceeding one ton on a public street, between the hours of 6:00 p.m. and 7:00 a.m.

16. Per City of McKinney ordinance, it shall be unlawful to park any tractor, tractor trailer, farm trailer, or other agricultural equipment on a street, between the hours of 6:00 p.m. and 7:00 a.m.

#### **OPERATING A HOME BUSINESS**

1. The following items are taken from the City of McKinney ordinance regarding home occupations. Additional requirements and standards for operating a home business can be found on the City of McKinney website.

a. Home based business shall maintain the residential character of the neighborhood.

b. The uses must conform to applicable City of McKinney ordinances and State of Texas statutes.

c. A home business shall be clearly incidental and secondary to the use of the premises for residential purposes.

d. A maximum of one commercial vehicle, capacity one ton or less may be used or parked on the property in connection with the home business. The commercial vehicle shall not be parked in the street.

e. Displaying advertising signs or other visual or audio devices that call attention to the business use is not allowed.

2. Per our CCR:

a. No business activity shall be conducted the property which is not consistent with single family residential purposes

b. Homeowners may use their residence for quiet, inoffensive activities so long as the activity does not materially increase the number of vehicles parked on the street.

#### **AREAS OF COMMON RESPONSIBILITY**

1. Common areas are to be used exclusively by McKinney Greens residents and their guests.
2. Residents should notify the Board of Directors when an event is planned. This allows the Board to provide any needed assistance.
3. Contact any Board member to unlock electrical outlets if electric power is needed to support an event.
4. When an event is not sponsored by the HOA, organizers shall take responsibility for safety and actions of all participants. In addition, any damage to property that may occur, the organizers shall be responsible for any cost to replace or repair.
5. Events and activities that could cause disturbance to surrounding homes should begin after 9:00am and end by 10:00pm.
6. Safety should be a focus for all homeowners, especially when children are involved. Risks include: common area terrain, water, snakes, dangerous wildlife and busy roads.
7. Parking should not create any restricted access for emergency vehicles that are responding to 911 or other calls.
8. No open fire of any kind is permitted. Traditional cooking grills are fine.
9. Any and all equipment, structures, chairs, etc. should be totally removed at the event conclusion. Any trash should be cleaned up and removed.
10. Alcoholic beverages should be used in moderation for the benefit and protection of all involved.
11. Events for the purpose of protest against our HOA or residents are discouraged.
12. View lots, although common areas should not be used for any type of group event. Suitable event areas include Stewart Road, Dog Leg Bridge east, Dog Leg Bridge west.
13. No parking on or driving on the Common Areas, including the view lots.
14. Enjoy our neighborhood, meet new neighbors and make new friends. Have fun!

#### **Architectural Control Committee (ACC)**

1. The ACC ensures the appearance and maintenance of the lot, fences, the dwelling, and accessory structures so as not to be unsightly when viewed from the street, park/greenbelt (formerly known as the golf course), common areas or neighboring lots.

2. The ACC approves, among many improvements and modifications, roof replacement, exterior alterations, home additions, patio covers, pergolas, paint of exterior doors and exterior walls of the house, and stain color of fences.
3. The ACC is composed of three (3) volunteer members who are homeowners in McKinney Greens. All ACC members are appointed by the McKinney Greens HOA Board of Directors. A Board member may be appointed to serve on the ACC to maintain the three (3) person membership.
4. All matters before the Committee shall be decided by majority vote of its members. A majority of votes either for or against approval of a homeowner's request is the approved course of action.
5. The ACC members will decide among themselves who will be the Chairman of the committee.
6. Refer to the ACC Rules and Guidelines document for information and requirements.

## **SIGNS**

### **1. The following signs are not allowed:**

- Signs or unsightly objects may not be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling
- For Rent signs and For Lease signs
- Advertising or personal business signs in the yard
- Any offensive signs

### **2. The following signs are permitted:**

- One (1) Realtor sign advertising a home for sale
- Homes for sale by owner may have one (1) professionally-made yard sign of not more than five (5) square feet advertising the property
- Political signs may be used in accordance with State Law, one per issue or candidate put in place no sooner than ninety (90) days before the pertinent election and removed ten (10) days immediately after
- City of McKinney required ET controller sign
- Security system notification signs, one (1) in the front yard and one (1) in the back yard
- A small No Solicitation sign
- One (1) school spirit or athletic sign is allowed for each activity

## **WROUGHT IRON FENCES**

1. Any fence that abuts the park/greenbelt (formerly known as the golf course) shall be constructed of wrought iron and shall not exceed four (4) feet in height and be designed to the specifications outlined in the CCR Second Amendment, Exhibit A.
2. Lots on Golfview and Barranca with a rear lot retaining wall of at least six (6) feet tall are allowed to remove the four (4) foot wrought iron side yard fence and replace it with a six (6) foot wooden side yard fence.



3. Wrought iron fencing shall only be painted black.

## **MCKINNEY GREENS OWNERS RESPONSIBILITIES**

### **PETS**

1. In accordance with the City of McKinney "pooper scooper" law, pet owners are required to pick up their pet's feces. Failure to do so will result in a citation from the city.
2. All pets must be on a leash no longer than six (6) feet in length when in public places.
3. All pets must be confined either behind an adequate fence or inside of the home.
4. Pet owners are responsible to keep their property free of pet debris to reduce noxious odors.
5. No more than four pets will be permitted on each Lot.

### **LANDSCAPE COMPLIANCE STANDARDS**

1. Each owner, at their own expense, must maintain their yard at a level, standard, and appearance that is commensurate with the neighborhood.
2. Maintain an attractive ground cover, rocks, bark mulch or lawn on all yards visible from a street, Common Areas or park/greenbelt with consistent watering. Bare dirt is not allowed.
3. Edge the street curbs and all sidewalks at regular intervals and dispose of clippings.
4. Mow the lawns and trim all plant materials at regular intervals and dispose of clippings. Fertilize as required and practice weed control.
5. Prevent lawn weeds or grass from exceeding 6 inches in height by mowing at regular intervals.
6. Keep shrubs trimmed to maintain an attractive appearance; bed areas must be free of weeds and grass.
7. Trees on a Lot must not have branches within five (5) feet of the ground unless that is a known characteristic of the tree (i.e. Magnolia).
8. Tree branches must be trimmed to a minimum height of six (6) feet above city streets and sidewalks.
9. Trees must be maintained in good health; dead or dying trees must be removed.
10. If a tree is older than one year, stakes, wires or straps may not be attached to the tree.
11. Replace dead plant material, as needed, to maintain the minimum landscaping and lawn requirements.

12. Each lot shall maintain a well landscaped lot consisting of twelve (12) three (3) gallon plants or shrubs either in the ground or in planters and one (1) three (3) inch caliper tree located in the front yard. Numbers of plants can vary based on the size and layout of the yard as well as the landscaping concept, i.e. Xeriscaping (or zero-scaping) would require fewer numbers.

13. Drought resistant landscaping may be used. Astroturf or similar synthetic landscaping material is not permitted.

14. The plants and shrubs, described in item 12 above, may be planted in the front, side or back yards.

15. Sidewalk and driveway seams must be kept free of grass and weeds.

16. Sprinkler systems are required; they must be operational and operated on a regular schedule.

#### **HOUSE MAINTENANCE STANDARDS**

1. Each owner is expected to maintain his lot and dwelling to a level, standard, and appearance that is commensurate with the neighborhood.

2. Maintain all improvements to include but not limited to, the dwelling, pergolas, patio covers, accessory structures, fences, landscaping, sprinkler systems, sidewalks, and driveways.

3. Maintenance includes preventative maintenance, repairs as needed, and replacement as needed.

4. Each owner must repair and replace worn, rotten, deteriorated, dead, and unattractive materials, and must repaint all painted surfaces or re-stain all stained surfaces when needed. Colors must be approved by the ACC.

#### **FENCE MAINTENANCE**

All fences shall be maintained so as to comply with the requirements of the governing documents at all times. Such requirements include, but are not necessarily limited to, the following maintenance standards:

1. All broken, loose, rusted, damaged, or missing parts (i.e., slats, rails, bars, posts, gates, and panels) of fences shall be replaced or repaired when needed to be compliant.

2. Repairs of any nature shall be made with materials of comparable composition, color, size, shape, and quality of the original fence to which the repair is being made.

3. Paint on wrought iron fences or stain on wooden fences, if applied, must be maintained in a non-faded condition. All colors used must be approved by the ACC.

4. Products manufactured for other uses such as plywood, corrugated steel, or fiberglass panels are prohibited as fencing materials.

5. Fences and gates enclosing swimming pools or spas must be repaired immediately.

6. Wooden fences shall not be out of vertical alignment more than one (1) foot from the vertical, measured at the top of the fence.

7. Wrought iron fences shall not be out of vertical alignment more than six (6) inches from the vertical measured at the top of the fence.

8. Gates shall close and maintain alignment to fence.

## EXHIBIT B

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

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for McKinney Greens**, filed of record on February 9, 2006 under Instrument Number 20060209000174790 in the Official Public Records of Collin County, Texas; and
- All tracts of land and property situated in the **The Greens of McKinney, an Addition to the City of McKinney**, Collin County, Texas, according to the Map/Plat thereof recorded in Volume 2006, Page 178, 179 & 180, Map/Plat Records, Collin County, Texas.



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
04/30/2019 11:59:20 AM  
\$102.00 DFOSTER  
20190430000472210

*Stacey Kemp*

**AFTER RECORDING, PLEASE RETURN TO:**

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

**SIXTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF  
RECORDING OF DEDICATORY INSTRUMENTS  
FOR  
MCKINNEY GREENS HOA**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §**

The undersigned, as attorney for McKinney Greens HOA, 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 the owners of property described on Exhibit B attached hereto (the "Property") hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***Second Amendment to the Bylaws of McKinney Greens Homeowners Association, Inc. (Exhibit A)***

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 and they 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**, McKinney Greens HOA has caused this Sixth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the

Official Public Records of Collin County, Texas, and supplements that Certificate and Memorandum of Recording of Dedicatory Instruments filed on September 23, 2013, as Instrument No. 20130923001331480 in the Official Public Records of Collin County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on October 31, 2013, as Instrument No. 20131031001485660 in the Official Public Records of Collin County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on February 24, 2014, as Instrument No. 20140224000165200 in the Official Public Records of Collin County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on June 3, 2015, as Instrument No. 20150603000657310 in the Official Public Records of Collin County, Texas; that certain Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on November 21, 2017, as Instrument No. 20171121001545910 in the Official Public Records of Collin County, Texas; and that certain Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on April 30, 2019, as Instrument No. 20190430000472210 in the Official Public Records of Collin County, Texas.

**MCKINNEY GREENS HOA**

By: 

Its: Attorney

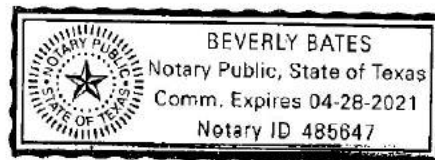


STATE OF TEXAS       §  
                                 §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for McKinney Greens HOA, 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 6<sup>th</sup> day of August, 2019.

  
Notary Public, State of Texas



**SECOND AMENDMENT TO THE BYLAWS  
OF  
MCKINNEY GREENS  
HOMEOWNERS ASSOCIATION, INC.**

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

This Second Amendment to the Bylaws of McKinney Greens Homeowners Association, Inc. (the "Association") is effective as of the 1 day of August, 2019, by the Association:

**WITNESSETH:**

**WHEREAS**, Article VII, Section 7.1 of the Bylaws of McKinney Greens Homeowners Association, Inc. (the "Bylaws") authorizes the Board of Directors for the Association to amend the Bylaws for any purpose; provided, however, such amendment does not have a material adverse effect upon the right of any Owner; and

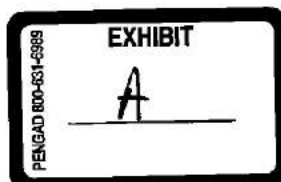
**WHEREAS**, the Board deliberated and determined that the amendment to the Bylaws does not have a material adverse effect upon the right of any Owner; and

**WHEREAS**, the amendment to the Bylaws, as set forth hereinafter with specificity, has received the majority vote of the Board of Directors at a duly-convened Board of Directors' meeting, in which a quorum of the Directors was present, on the 1 day of August, 2019.

**NOW, THEREFORE**, the Bylaws of the Association are hereby amended as follows:

Article II of the Bylaws is hereby amended to delete Section 2.8 and shall hereinafter read, in its entirety, as follows:


**2.8 Quorum – Adjournment.** The presence of holders of twenty percent (20%) of the votes of the Association, represented in person, by proxy, absentee ballot or electronic ballot, shall constitute a quorum for any meeting of Members. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members present, or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At the

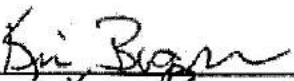


reconvened meeting, which may take place on the same date as the initial meeting, the presence of holders of ten percent (10%) of the votes of the Association, represented in person, by proxy, absentee ballot or electronic ballot, shall constitute a quorum. The Association may call as many subsequent meetings as may be required to achieve a quorum. At such adjourned or subsequent meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

SIGNED this 1 day of August, 2019.

**MCKINNEY GREENS  
HOMEOWNERS ASSOCIATION, INC.**

By   
Kevin Lumberson, President

By   
Kris Bogner, Secretary

**CERTIFICATION OF AMENDMENT TO BYLAWS**

I, Kevin Lumberson, the duly-elected President of McKinney Greens Homeowners Association, Inc., hereby certify:

That this Second Amendment to the Bylaws of McKinney Greens Homeowners Association, Inc. was approved by the majority vote of the Board of Directors at a duly-convened Board of Directors' meeting, in which a quorum of the Directors was present, on the 1 day of August, 2019, 2019, and that the same does now constitute a portion of the Bylaws of McKinney Greens Homeowners Association, Inc.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this 1 day of August, 2019.

  
President

## EXHIBIT B

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

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for McKinney Greens**, filed of record on February 9, 2006 under Instrument Number 20060209000174790 in the Official Public Records of Collin County, Texas; and
- All tracts of land and property situated in the **The Greens of McKinney, an Addition to the City of McKinney, Collin County, Texas**, according to the Map/Plat thereof recorded in Volume 2006, Page 178, 179 & 180, Map/Plat Records, Collin County, Texas.



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
08/06/2019 01:20:20 PM  
\$46.00 KBATES  
20190806000943050

*Stacey Kemp*

**AFTER RECORDING, PLEASE RETURN TO:**

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

**SEVENTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM  
OF RECORDING OF DEDICATORY INSTRUMENTS  
FOR  
MCKINNEY GREENS HOA**

**STATE OF TEXAS           §  
                                     §  
COUNTY OF COLLIN    §**

The undersigned, as attorney for McKinney Greens HOA, 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 the owners of property described on Exhibit B attached hereto (the "*Property*") hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

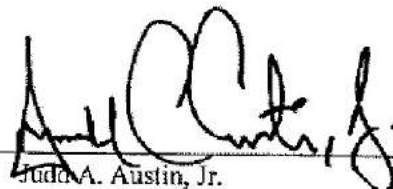
- ***Third Amendment to the Bylaws of McKinney Greens Homeowners Association, Inc. (Exhibit A)***

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 instrument which shall remain in force and effect until revoked, modified or amended by the Board of Directors.

**IN WITNESS WHEREOF**, McKinney Greens HOA has caused this Seventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Collin County, Texas, and supplements that certain Certificate and Memorandum of Recording of Dedicatory Instruments filed on September 23,

2013, as Instrument No. 20130923001331480 in the Official Public Records of Collin County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on October 31, 2013, as Instrument No. 20131031001485660 in the Official Public Records of Collin County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on February 24, 2014, as Instrument No. 20140224000165200 in the Official Public Records of Collin County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on June 3, 2015, as Instrument No. 20150603000657310 in the Official Public Records of Collin County, Texas; that certain Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on November 21, 2017, as Instrument No. 20171121001545910 in the Official Public Records of Collin County, Texas; that certain Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on April 30, 2019, as Instrument No. 20190430000472210 in the Official Public Records of Collin County, Texas; and that certain Sixth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on August 6, 2019, as Instrument No. 20190806000943050 in the Official Public Records of Collin County, Texas.

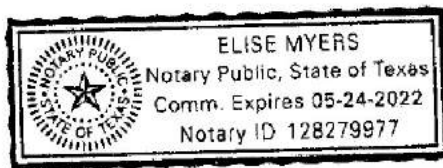
**MCKINNEY GREENS HOA**

By  \_\_\_\_\_  
Judd A. Austin, Jr.

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr, attorney for McKinney Greens HOA, 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 28<sup>th</sup> day of April, 2020.



*Elise Myers*  
\_\_\_\_\_  
Notary Public, State of Texas



## EXHIBIT A

### THIRD AMENDMENT TO THE BYLAWS OF MCKINNEY GREENS HOMEOWNERS ASSOCIATION, INC.

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

This Third Amendment to the Bylaws of McKinney Greens Homeowners Association, Inc. (the "*Association*") is effective as of the day it is filed with the Office of the Collin County Clerk:

#### W I T N E S S E T H :

**WHEREAS**, Article VII, Section 7.1 of the Bylaws of McKinney Greens Homeowners Association, Inc. (the "*Bylaws*") authorizes the Board of Directors for the Association to amend the Bylaws for any purpose; provided, however, such amendment does not have a material adverse effect upon the right of any Owner; and

**WHEREAS**, the Board of Directors deliberated and determined that the amendment to the Bylaws set forth below does not have a material adverse effect upon the right of any Owner; and

**WHEREAS**, the amendment to the Bylaws, as set forth hereinafter with specificity, has received the majority vote of the Board of Directors at a duly-convened meeting of the Board of Directors held on the 27<sup>th</sup> day of April, 2020.

**NOW, THEREFORE**, the Bylaws of the Association are hereby amended as follows:

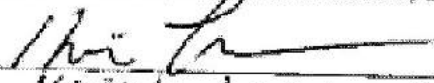
Section 3.1 of Article III of the Bylaws is hereby amended to read, in its entirety, as follows:

**3.1   Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors with each director entitled to cast one (1) vote. All individuals serving on the Board of Directors must be**

**Owners. Owners representing the same Lot may not serve on the Board at the same time. In the case of an Owner which is not a natural person, any officer, director, partner, employee or trust officer of such Owner shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Owner; provided, however, no such Owner may have more than one representative on the Board of Directors at a time.**

**SIGNED** this 27<sup>th</sup> day of April, 2020.

**MCKINNEY GREENS  
HOMEOWNERS ASSOCIATION, INC.**

By   
Kevin Lumberson, President

By   
Kris Begner, Secretary

**CERTIFICATION OF AMENDMENT TO BYLAWS**

I, Kevin Lumberson, the duly-elected President of McKinney Greens Homeowners Association, Inc., hereby certify:

That this Third Amendment to the Bylaws of McKinney Greens Homeowners Association, Inc. was approved by the majority vote of the Board of Directors at a duly-convened Board of Directors' meeting, in which a quorum of the Directors was present, on the 27<sup>th</sup> day of April, 2020, and that the same does now constitute a portion of the Bylaws of McKinney Greens Homeowners Association, Inc.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this 27<sup>th</sup> day of April, 2020.

  
President

## EXHIBIT B

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

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for McKinney Greens**, filed of record on **February 9, 2006** under Instrument Number **20060209000174790** in the **Official Public Records of Collin County, Texas**; and
- All tracts of land and property situated in the **The Greens of McKinney, an Addition to the City of McKinney, Collin County, Texas**, according to the **Map/Plat** thereof recorded in **Volume 2006, Page 178, 179 & 180, Map/Plat Records, Collin County, Texas**.



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
04/28/2020 10:23:19 AM  
\$46.00 DKITZMILLER  
20200428000610510