FIFTH SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS for PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

THE STATE OF TEXAS §

§

COUNTY OF DALLAS §

The undersigned, being the authorized representative of Prestonwood Country Club Condominium Association, Inc. ("the Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements those certain instruments entitled "Notice of Filing of Association Instruments", "First Supplement to Notice of Filing of Association Instruments", "Prestonwood Country Club Condominium Association, Inc. Third Supplement to Notice of Filing of Dedicatory Instruments", and "Fourth Supplemental Notice of Dedicatory Instruments for Prestonwood Country Club Condominium Association, Inc." recorded in the Official Public Records of Dallas County, Texas under Clerk's File Nos. 1088309, 20080116736, 200900186573, 201500069230 and 201700159795 ("Notice") which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

<u>Additional Dedicatory Instrument</u>. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

- Open Records for Prestonwood Country Club Condominium Association, Inc.
- Document Retention Policy for Prestonwood Country Club Condominium Association, Inc.
- Certificate of Resolution of Board of Administrators of Prestonwood Country Club Condominium Association, Inc. (Amenity Use Guidance Pursuant to Chapter 148, Texas Civil Practice & Remedies Code).
- Amendment to Prestonwood Country Club Condominium Association, Inc. Rules.

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Dallas County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

Executed on this 26th day of October, 2021.

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

By:

Ashley Koirtyohann, authorized representative

THE STATE OF TEXAS §

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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 26th day of October, 2021 personally appeared Ashley Koirtyohann, authorized representative of Prestonwood Country Club Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and

in the capacity therein expressed.

Notary Fublic in and for the State of Texas



SUSAN B KRYGER Notary ID #124018437 My Commission Expires October 31, 2021

OPEN RECORDS POLICY $for \\ PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC. \\$

THE STATE OF TEXAS	§
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COUNTY OF DALLAS	§
the Association (the " Board " with at least a quorum of the	Secretary of Prestonwood Country Club Condominium ciation"), do hereby certify that at a meeting of the Board of Directors of ') duly called and held on the day of september 2021, ne Board members being present and remaining throughout, and being business, the following Open Records Policy was duly approved by a rs of the Board:

RECITALS:

- 1. The property encumbered by this Open Records Policy is that property restricted by the Condominium Declaration for Prestonwood Country Club Condominiums, recorded in the Official Public Records of Real Property of Dallas County, Texas, at Volume 77112, Page 00006, et seq., as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
- 2. Chapter 82 of the Texas Property Code was amended to add Section 82.1141 to set forth open records procedures and to require condominium unit owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
- 3. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 82.1141 of the Texas Property Code.
- 4. This Open Records Policy replaces and supersedes any previous open records policy, if any, adopted by the Association.

POLICY:

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. <u>Request</u>. An Owner or the Owner's Representative must submit a written request for access or information. The written request must:

- a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 82.116 of the Texas Property Code;
- b. describe with sufficient detail the books and records of the Association that are requested; and
- c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
- 2. <u>Election to Inspect</u>. If an inspection is requested, the Association must send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice must be sent on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.
- 3. <u>Election to Obtain Copies</u>. If copies of the identified books and records are requested, the Association must produce copies of the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.
- **4.** <u>Inability to Produce Records Within 10 Days</u>. If the Association is unable to produce requested books and records on or before the tenth (10th) business day after the date the Association receives the request, the Association must provide written notice to the Owner or the Owner's Representative that:
 - a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association received the request; and
 - b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15th) business day after the date such notice is given.
- **5.** Extent of Books and Records. The Association must produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.
- 6. <u>Time of Inspection; Copies</u>. If an inspection of books and records is requested or required, the inspection will take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative may identify the books and records to be copied and forwarded. The Association must thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

- 7. <u>Format</u>. The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.
- 8. <u>Costs</u>. The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3"), as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this policy (either through amendment or error by this policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Overhead charge*	20% of labor costs
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 \times 17, greenbar and bluebar)	\$0.50 per page
Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

9. Advance Payment of Estimated Costs. The Association must estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. Actual Costs.

10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association will submit

^{*} No labor or overhead will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

Open Records Policy for Prestonwood Country Club Condominium Association, Inc.

Page 3 of 5

- a final invoice to the Owner on or before the thirtieth (30th) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner is required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association must refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

11. Books and Records Not Required to be Produced.

- 11.1. To the extent the requested information is not located in meeting minutes, unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:
 - a. identify the history of violations of dedicatory instruments of an individual Owner;
 - disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
 - c. disclose an Owner's contact information or Owner's address; or
 - d. disclose information related to an employee of the Association, including personnel files.
- 11.2. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.
- **12.** <u>Business Day</u>. As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

[Certification page follows.]

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Dallas County, Texas.

TO CERTIFY which witness my hand this the 21 day of OCOOPU 2021.

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

Printed: Oud (Att Ame Cyle

Its: Secretary

THE STATE OF TEXAS §

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COUNTY OF DALLAS

personally appeared Suddeller, Secretary of Prestonwood Country Club Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



DOCUMENT RETENTION POLICY for PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

THE STATE OF TEXAS	1
COUNTY OF DALLAS	

I, Secretary of Prestonwood Country Club Condominium Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the ab day of secretary of Prestonwood Country Club Condominium Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of the Board:

RECITALS:

- 1. The property encumbered by this Document Retention Policy is that property restricted by the Condominium Declaration for Prestonwood Country Club Condominiums, recorded in the Official Public Records of Real Property of Dallas County, Texas, at Volume 77112, Page 00006, et seq., as same has been or may be amended and/or supplemented from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
- 2. Chapter 82 of the Texas Property Code was amended to add Section 82.1141(l) to set forth document retention procedures and to require condominium unit owners' associations to adopt and record document retention policies consistent with the procedures set forth in the statute.
- 3. The Board of Directors of the Association desires to adopt a policy relating to the retention of various types of financial and other records of the Association.
- 4. This Document Retention Policy replaces and supersedes any previous records retention policy, if any, adopted by the Association.

POLICY:

This Policy provides for the future systematic review, retention, and destruction of documents received or created by the Association in connection with the transaction of the Association's business. This Policy covers all records and documents, regardless of physical form, and contains guidelines for how long certain documents should be kept and how records should be destroyed.

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. Documents that may not be specifically listed will be retained for the time period of the documents most closely related to them as listed below. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types listed below will be maintained for the identified time period. Provided, however, at the option of the Board of Directors, documents may be retained for a longer period of time. The Association is not required to retain any records other than those described in this Policy or Section 15 of the Declaration. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

1. Retention Periods.

DOCUMENT TYPE	DEFINED	TIME PERIOD	EXCEPTION
Account Records of Current Owners	Member assessment records	Five (5) years	Unless period of ownership exceeds five (5) years, then retain last five (5) years.
Audit Records	Independent Audit Records	Seven (7) years	
Bylaws	And all amendments	Permanently	
Certificate of Formation	And all amendments	Permanently	
Contracts	Final contracts between the Association and another entity	Later of completion of performance or expiration of the contract term plus four (4) years	
Financial Books & Records	Year End Financial Records and supporting documents	Seven (7) years	
Minutes of Board & Owners Meetings	Board minutes and written consents in lieu of a meeting; Annual and special member meetings	Seven (7) years	

Voting records, proxies and correspondence relating to amendments to Declaration	All amendments to Declaration	Permanently
Restrictive Covenants	And all amendments	Permanently
All Other Dedicatory Instruments ¹	And all amendments	Permanently
Condominium Information Statement	And all amendments	Permanently
Tax Returns	Federal and State Income and Franchise Tax Returns and supporting documentation	Seven (7) years

2. Destruction of Documents.

The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, or required to be kept in accordance with the Declaration, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents will be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents will be by deletion from hard disks and reformatting of removable disks. Provided, however, immediately upon learning of an investigation or court proceeding involving an Association matter, all documents and records (both hard copy and electronic, including e-mail) related to the investigation or proceeding must be preserved; this exception supersedes any established destruction schedule for the records in question to the contrary.

[Certification page follows.]

¹ As defined by § 82.003(a)(11-a) of the Texas Property Code.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Document Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Dallas County, Texas.

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

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Its:

Secretary

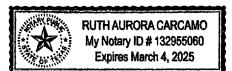
THE STATE OF TEXAS

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COUNTY OF DALLAS

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of BOARD OF ADMINISTRATORS

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC. (Amenity Use Guidance Pursuant to Chapter 148, Texas Civil Practice & Remedies Code)

STATE OF TEXAS	
COUNTY OF DALLAS	

I, Secretary of Prestonwood Country Club Condominium Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 28 day of September 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Resolution was duly approved by a majority vote of the members of the Board:

RECITALS:

- 1. The property encumbered by this Resolution is that property restricted by the Condominium Declaration for Prestonwood Country Club Condominiums, recorded in the Official Public Records of Real Property of Dallas County, Texas, at Volume 77112, Page 00006, et seq., as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
- 2. Article IV, Section 3(b) of the By-Laws of Prestonwood Country Club Condominium Association, Inc. grants the Board the power to adopt rules, regulations and/or guidelines regarding the use of the Common Elements.
- 3. On June 14, 2021, Chapter 148 of the Texas Civil Practices & Remedies Code was amended to state that a person (as the term is defined in Section 311.005(2) of the Texas Government Code) is not liable for injury or death caused by exposing an individual to a pandemic disease during a pandemic emergency unless the claimant establishes certain facts, including a failure to implement or comply with government-promulgated standards, guidance, or protocols intended to lower the likelihood of exposure to the disease that were applicable to the person's business.
- 4. The Association has taken affirmative steps to comply with applicable state, local, and federal guidance throughout the pendency of the COVID-19 pandemic, including the adoption of policies governing the use of amenities and posting signage warning Owners about the risk of exposure to the virus.

- 5. The Centers for Disease Control ("CDC") and State of Texas have issued guidance and recommendations for avoiding the spread of COVID-19 (collectively, the "Government-Promulgated Guidance").
- 6. Should the Government-Promulgated Guidance change, the Association will implement and the Owners must comply with such altered guidelines without further action by the Association.
- 7. The Board wishes to adopt this Resolution in order to implement the relevant Government-Promulgated Guidance with respect to Association amenities and other Common Elements.
- 8. In an effort to comply with the terms of Chapter 148 of the Texas Civil Practices & Remedies Code and the Government-Promulgated Guidance, the Board adopts the following Resolution.

Amenity Use Guidance Pursuant to

Chapter 148, Texas Civil Practice & Remedies Code

- 1. Warning Regarding Use of Amenities and Other Common Elements. THERE ARE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION'S AMENITIES AND OTHER COMMON ELEMENTS DUE TO HIGH FOOT TRAFFIC AND CLOSE PROXIMITY TO OTHERS. THESE RISKS INCLUDE BUT ARE NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH RESULTING FROM EXPOSURE TO THE VIRUS THAT CAUSES COVID-19.
- 2. <u>Precautionary Measures for Unvaccinated Individuals</u>. Per the Government-Promulgated Guidance, unvaccinated individuals are encouraged to practice the following precautionary measures when visiting Association amenities or when entering other Common Elements:
 - a. Get vaccinated; and
 - b. Wear a face covering over your nose and mouth; and
 - c. Practice social distancing by maintaining six feet (6') of distance from others who are not a member of your household.
- Precautionary Measures for Fully Vaccinated Individuals. Per the Government-Promulgated Guidance, to reduce the risk of becoming infected with the Delta variant and potentially spreading it to others, fully vaccinated individuals are encouraged to practice the following precautionary measures when visiting Association amenities or when entering other Common Elements in counties of substantial or high transmission which may be found on the following CDC website: https://covid.cdc.gov/covid-data-tracker/#county-view: wear a face covering over your nose and mouth in public indoor settings and crowded outdoor settings.

- 4. <u>Self-Isolation for all Symptomatic Individuals</u>. Vaccinated and unvaccinated individuals should self-isolate in accordance with current CDC guidance if they begin to exhibit symptoms of COVID-19. As of the date of this Resolution, the Government-Promulgated Guidance provides you should suspend self-isolation only when:
 - a. at least ten (10) days have passed since your symptoms first appeared; and
 - b. you have gone at least twenty-four (24) hours without a fever without the use of fever-reducing medication; and
 - c. your other COVID-19 symptoms are improving.
- 5. Quarantine for Unvaccinated Individuals Exposed to COVID-19. Unvaccinated individuals should additionally quarantine in accordance with CDC guidance after having close contact with someone who has COVID-19, unless the exposed individual has had COVID-19 in the preceding three (3) months. As of the date of this Resolution, the Government-Promulgated Guidance provides that such quarantine should last for a period of fourteen (14) days after the last occurrence of close contact. Close contact means:
 - a. You were within six feet (6') or less of someone who has COVID-19, for a total of fifteen (15) minutes or longer;
 - b. You provided care at home to someone who is sick with COVID-19;
 - c. You had direct physical contact with someone who is sick with COVID-19 (e.g., hugged or kissed them);
 - You shared eating or drinking utensils with someone who is sick with COVID-19; or
 - e. Someone who is sick with COVID-19 sneezed, coughed, or somehow got respiratory droplets on you.
- 6. For purposes of this Resolution, you are considered unvaccinated until two (2) weeks following your final dose of a COVID-19 vaccine.
- 7. While the recommendations in this Resolution are current as of the date of this Resolution, individuals are strongly encouraged to visit the following websites for guidance on continually changing protocols for vaccinated and unvaccinated individuals:
 - a. Centers for Disease Control and Prevention (CDC): https://www.cdc.gov/coronavirus/2019-ncov/index.html; and
 - b. Texas Department of State Health Services (DSHS): https://www.dshs.texas.gov/coronavirus/opentexas.aspx#protocols; and
 - c. Dallas County: https://www.dallascounty.org/covid-19/.

The provisions of the foregoing Resolution are in addition to any other applicable rules or policies. To the extent the provisions of this Resolution conflict with any other applicable rules or procedures (other than those contained in the Bylaws or Declaration), the provisions of this Resolution control.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Resolution was approved by a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Dallas County, Texas.

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

By: Judille Aline Pole
Printed: Judill Anne Ly CE

Its: Secretary

THE STATE OF TEXAS

§

COUNTY OF DALLAS

personally appeared July Secretary of Prestonwood Country Club Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

RUTH AURORA CARCAMO My Notary ID # 132955060 Expires March 4, 2025

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AMENDMENT

to

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC. RULES

COUNTY OF DALLAS	§ §				
1, Judelle Hun	e like	Secretary of	Prestonwood	Country	Club
Condominium Association,	Inc. (the "Associa	tion"), do hereb	y certify that at	a meeting of	of the
Board of Directors of the As	ssociation (the "Bo	ard") duly called	d and held on th	_{ie} <u> </u>	lay of
september 202	1, with at least a c	quorum of the b	oard members b	eing presen	t and
remaining throughout, an					
Amendment to the Prest	tonwood Country	Club Condo	minium Associa	ation, Inc.	(this
"Amendment") was duly m	ađe and approved	by a majority vo	ote of the membe	ers of the Bo	ard:

RECITALS:

- 1. The Board adopted and the "Prestonwood Country Club Condominium Association, Inc." (the "Rules"), recorded" in the Official Public Records of Real Property of Dallas County, Texas on August 16, 2016 under Clerk's File No. 201600226887.
- 2. The Board of Directors of the Association, desires to amend the Rules as set forth herein.

WITNESSETH:

The following shall be inserted into the Rules as Section 3(d):

"D. Dangerous Dogs.

STATE OF TEXAS

- **1. Definitions**. The following definitions can be found in Chapter 7 of the Dallas City Code of Ordinances.
 - a. "Animal Services" means the department designated by the City of Dallas for the purpose of animal control and enforcement of Chapter 7 of the City of Dallas Code of Ordinances.
 - b. "Dangerous Dog" means a dog that:
 - makes an unprovoked attack that causes bodily injury to a human and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or

- ii. commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.
- c. "Dangerous Dog Incident" means any incident described in Section D(1)(b), above, as well as any attack, with or without injury, that occurs on the Common Elements while the attacking dog is unleashed or otherwise unrestrained.
- 2. Cooperation with Animal Services. Any Owner whose dog commits a Dangerous Dog Incident shall report the Dangerous Dog Incident to Animal Services and cooperate with Animal Services in connection with any related investigation."

Section 11(B)(4) shall be deleted in its entirety and replaced with the following:

"4. Pets:

a. Curative Action Following a Dangerous Dog Incident. The Board may require the Owner of a Dangerous Dog to take curative action designed to prevent future Dangerous Dog Incidents. Such curative measures may include but are not limited to mandatory leashing any time the Dangerous Dog is outside of the Owner's Unit, muzzling while present on Common Elements, and behavior training. In the event training is required, the Owner shall provide the Board with documentation sufficient to confirm such training has been successfully completed.

b. Removal.

- i. Failure to Cure Pet-Related Violations. If an Owner is cited for a pet-related violation and the violation continues beyond the cure period set forth in the notice of such violation, the Board may provide the Owner with written notice that the Owner is required to remove the pet giving rise to the violation from the Prestonwood Country Club Condominium property. Such removal shall occur within ten (10) days of the mailing of any such notice by the Association. If the Owner fails to remove a pet upon instruction of the Board, the Board may cause the pet to be removed.
- ii. Removal of Dangerous Dogs. If the Owner of a Dangerous Dog does not take the curative actions required by the Board pursuant to Section 11(B)(4)(a) above, or if the Dangerous Dog engages in a subsequent Dangerous Dog Incident, the Board may provide the Owner with written notice that the Owner is required to remove the Dangerous Dog from the Prestonwood Country Club Condominium property. Such removal shall occur within ten (10) days of the mailing of any such notice by the Association. If the

Owner fails to remove the Dangerous Dog upon instruction of the Board, the Board may cause the Dangerous Dog to be removed.

c. Animal Services. The Association may report any animal-related violation of the Dallas City Code of Ordinances to Animal Services for investigation and intervention."

In the event of a conflict between the Rules and this Amendment, this Amendment shall control. All other provisions of the Rules remain in full force and effect.

[Certification follows.]

CERTIFICATION:

I certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Amendment was approved as set forth above and now appears in the books and records of the Association.

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

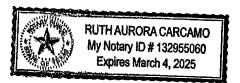
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Its: Secretary

THE STATE OF TEXAS

SOUNTY OF Dalas

BEFORE ME, the undersigned notary public, on this 21 day of October, 2021 personally appeared Secretary of Prestonwood Country Club Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Dallas County John F. Warren Dallas County Clerk

Instrument Number: 202100321162

eRecording - Real Property

Recorded On: October 26, 2021 02:06 PM Number of Pages: 20

" Examined and Charged as Follows: "

Total Recording: \$98.00

******* THIS PAGE IS PART OF THE INSTRUMENT ********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information: Record and Return To:

Document Number: 202100321162 CSC Global

20211026000381

Recorded Date/Time: October 26, 2021 02:06 PM

User: Blanca M Station: CC04



Receipt Number:

STATE OF TEXAS COUNTY OF DALLAS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren Dallas County Clerk Dallas County, TX