

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", "Second 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.

Additional Dedicatory Instrument. 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.

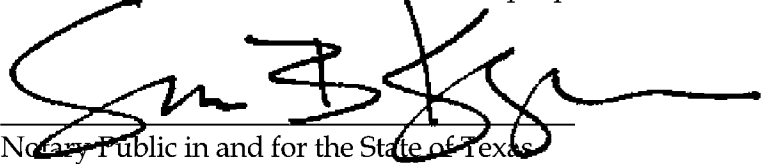


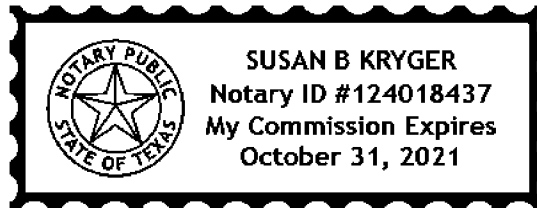
By:

Ashley Koirtyohann, authorized representative

THE STATE OF TEXAS §
 §
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 Public in and for the State of Texas

AMENDMENT
to
PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.
RULES

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, *Andee Anne Lyke*, 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 Amendment to the Prestonwood Country Club Condominium Association, Inc. (this "**Amendment**") was duly made and approved by a majority vote of the members of the Board:

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.

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:
 - i. 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.

TO CERTIFY WHICH WITNESS my hand on this 21 day of October, 2021.

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

By: Judith Anne Lyle

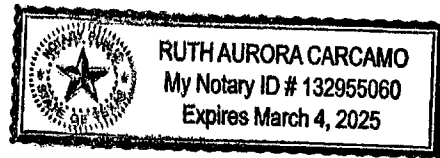
Printed: Judith Anne LYLE

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned notary public, on this 21 day of October, 2021 personally appeared Judith Lyle, 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.

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



**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:

Document Number: 202100321162
Receipt Number: 20211026000381
Recorded Date/Time: October 26, 2021 02:06 PM
User: Blanca M
Station: CC04

Record and Return To:

CSC Global



**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

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.