

Denton County
Juli Luke
County Clerk

Instrument Number: 160629

ERecordings-RP

CERTIFICATE

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Total Recording: \$114.00

***** 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.

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STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

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
BIG SKY ESTATES HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

The undersigned, as attorney for Big Sky Estates Homeowners Association, Inc., 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. ***Policy Establishing the Composition of the Architectural Review Authority (Exhibit A-1);***
2. ***Policy Resolution of the Board of Directors of Big Sky Estates Homeowners Association, Inc. Establishing Criteria for Obtaining Bids or Proposals for Certain Contracts (Exhibit A-2);***
3. ***Guidelines for the Display of Certain Religious Items (Exhibit A-3);***
4. ***Addendum to Covenant Enforcement and Fining Policy: Hearing Before the Board (Exhibit A-4);***
5. ***Guidelines for Security Measures (Exhibit A-5);***
6. ***Guidelines for the Installation of Swimming Pool Enclosures (Exhibit A-6); and***

7. ***Procedures for Informing Owners of Architectural Decisions and Exercising the Right to Appeal Architectural Decisions to the Board of Directors (Exhibit A-7).***

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. The attached dedicatory instruments 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, Big Sky Estates Homeowners Association, Inc. has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Denton County, Texas.

**Big Sky Estates Homeowners
Association, Inc.,
a Texas Non-Profit Corporation**

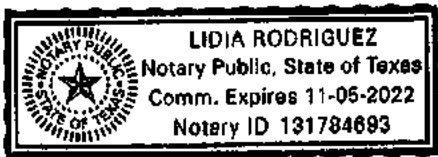


By: _____
Its: Attorney

STATE OF TEXAS §
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COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Big Sky Estates Homeowners Association, Inc., 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 1st day of September, 2021.



Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF DENTON §

BIG SKY ESTATES HOMEOWNERS ASSOCIATION, INC.


POLICY ESTABLISHING THE COMPOSITION OF THE ARCHITECTURAL REVIEW AUTHORITY

- (1) This Policy controls and prevails over the terms in the Declaration in order to comply with an overriding statutory mandate pursuant to Section 209.00505 of the Texas Property Code.
- (2) Notwithstanding any provision contained in the Declaration to the contrary, this instrument outlines and describes how the architectural review authority or body (the "*Architectural Review Authority*") of Big Sky Estates Homeowners Association, Inc. ("*Association*") may be constituted.
- (3) A person may not be appointed or elected to serve on the Architectural Review Authority if the person is –
 - a. a current board member;
 - b. a current board member's spouse; or
 - c. a person residing in a current board member's household.
- (4) Any member of the Board of Directors is authorized to attend a meeting of the Architectural Review Authority as a Board liaison with no voting rights.

IT IS RESOLVED 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 present and eligible to vote on this matter, 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 Denton County, Texas.

Date: August 26th, 20 21.

BIG SKY ESTATES HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation


By: Elaine Torree Shannan Bitt
Its: Officer



STATE OF TEXAS §
 §
COUNTY OF DENTON §

**POLICY RESOLUTION OF THE
BIG SKY ESTATES HOMEOWNERS ASSOCIATION, INC.
ESTABLISHING CRITERIA
FOR
OBTAINING BIDS OR PROPOSALS FOR CERTAIN CONTRACTS**

WHEREAS, the Big Sky Estates Homeowners Association, Inc. (the “*Board*”) is the entity responsible for the operation of Big Sky Estates Homeowners Association, Inc. (the “*Association*”) in accordance with and pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Big Sky Estates Homeowners Association, Inc. filed as Instrument No. 2019-113418 in the Official Public Records of Denton County, Texas, including any amendments or supplements thereto (collectively, the “*Declaration*”) and the Bylaws of the Association (the “*Bylaws*”); and

WHEREAS, pursuant to the Declaration and Bylaws the Board is authorized to enter into contracts for goods or services on behalf of the Association; and

WHEREAS, the Board has determined the need to promulgate criteria for obtaining proposals or bids for certain contracts on behalf of the Association; and

WHEREAS, the Criteria for Obtaining Bids or Proposals for Certain Contracts, attached hereto as Exhibit “1”, as authorized by the Declaration and the Bylaws, were approved by the Board duly introduced, seconded, and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the

Board has resolved to adopt, and does hereby adopt, the Criteria for Obtaining Bids or Proposals for Certain Contracts attached hereto as Exhibit "1".

IT IS FURTHER RESOLVED, that such Criteria for Obtaining Bids or Proposals for Certain Contracts shall be filed of record with the Office of the Denton County Clerk and shall be posted on the Association's website.

Date: August 25th, 2021.

**BIG SKY ESTATES HOMEOWNERS
ASSOCIATION, INC.**
a Texas non-profit corporation



By: ~~Elaine Torres~~ Shannon Kirk
Its: Officer

EXHIBIT "1"

CRITERIA FOR SOLICITING BIDS OR PROPOSALS FOR CERTAIN CONTRACTS

The following shall apply to service contracts in excess of \$50,000 ("*Qualifying Contracts*"). Contracts entered into by the Association which are not Qualifying Contracts are exempt from the criteria set forth below except as otherwise provided by law. The scope of any request for proposal shall be determined by the Board. The following shall constitute the criteria ("*Criteria*") for soliciting bids or proposals for Qualifying Contracts:

- The Association may enter into an enforceable Qualifying Contract with a current Board member, a person related to a current Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current Board member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent of profits (collectively, an "*Interested Director*") only if the following conditions are satisfied:
 - (1) the Interested Director bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Board member, relative, or company, if reasonably available in the community;
 - (2) the Interested Director:
 - (a) is not given access to the other bids;
 - (b) does not participate in any Board discussion regarding the contract; and
 - (c) does not vote on the award of the contract;
 - (3) the material facts regarding the relationship or interest of the Interested Director with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members other than the Interested Director; and
 - (4) the Board certifies that the other requirements contained herein have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Qualifying Contract.
- Qualifying Contracts, regardless of whether an Interested Director is involved, shall be solicited, if required herein, as follows:
 - (1) The Board may determine, in its reasonable discretion, to seek two or more bids

or proposals for Qualifying Contracts to the extent bids or proposals are reasonably available in the community.

- (2) The Board, when seeking bids or proposals for Qualifying Contracts, shall determine the extent and scope of any corresponding request for proposal and may engage a third-party to assist in preparing the request for proposal.
- (3) Qualifying Contracts in effect for six years or less from the date this Criteria is approved by the Board may be renewed automatically as determined by the Board, in its reasonable discretion, without seeking bids or proposals.
- (4) Any Qualifying Contract which has been in effect for a period of at least six years following the date this Criteria is approved by the Board must be put out for bid as provided herein.
- (5) Notwithstanding the foregoing, the Board reserves the right to seek and obtain bids for Qualifying Contracts at any time it deems is in the best interest of the Association.



STATE OF TEXAS §
 §
COUNTY OF DENTON §

BIG SKY ESTATES HOMEOWNERS ASSOCIATION, INC.

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

- (1) These Guidelines are promulgated pursuant to Section 202.018 of the Texas Property Code and outline the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy.
- (2) An owner may display or affix on owner's or resident's property or dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.¹
- (3) If displaying or affixing of a religious item on the owner's or resident's property or dwelling violates any of the following covenants, then Big Sky Estates Homeowners Association, Inc. ("*Association*") may remove or require the removal of the item(s) displayed that –
 - (a) threaten the public health or safety;
 - (b) violate a law other than a law prohibiting the display of religious speech;
 - (c) contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
 - (d) is in a location other than the owner's or resident's property or dwelling, *i.e.*, installed on property owned or maintained by the Association, or owned in common by two or more members of the Association;
 - (e) is located in violation of any applicable building line, right-of-way, setback, or easement; or
 - (f) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
- (4) Display Parameters:
 - a. All religious displays must be located within 5' of the dwelling's frontmost building line (*i.e.*, within 5' of the front facade of the dwelling.)
 - b. Displays may not be located within building setbacks.

¹ For purposes of these Guidelines, a sincere religious belief relates to the faithful devotion to a god or gods, the supernatural or belief that addresses fundamental and ultimate questions having to do with deep and imponderable matters. A religion is comprehensive in nature; it consists of a belief-system as opposed to an isolated teaching. Religious displays are different than signs or other figures related to a cause.


- c. No portion of the display may extend above the lowest point of the dwelling's front roof line.
- d. All displays must be kept in good repair.
- e. Displays may not exceed 5' in height x 3' in width x 3' in depth.
- f. The number of displays is limited to three (3).
- g. This paragraph 4 shall not apply to seasonal religious holiday decorations as described in paragraph 5.
- h. All religious item displays other than seasonal religious displays must receive prior approval from the Association's architectural reviewing body prior to installation, except for displays on any exterior door or door frame of the home that are 25 square inches or smaller. For example, and without limitation, no prior permission is required from the Association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the dwelling's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), then the approval must be received from the Board of Directors.

- (5) Seasonal Religious Holiday Decorations. Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board of Directors has the sole discretion to determine what items qualify as seasonal religious holiday decorations. Unless otherwise provided by the Declaration, seasonal religious holiday decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.

IT IS RESOLVED these Guidelines were duly introduced, seconded, and were 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, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Guidelines shall be filed of record in the Official Public Records of Denton County, Texas.

Date: August 25th, 20 21.

**BIG SKY ESTATES HOMEOWNERS
ASSOCIATION, INC.**
a Texas non-profit corporation


By: Elaine Torres
Its: Officer



STATE OF TEXAS §
 §
COUNTY OF DENTON §

BIG SKY ESTATES HOMEOWNERS ASSOCIATION, INC.

**COVENANT ENFORCEMENT RESOLUTION:
HEARING BEFORE THE BOARD**

WHEREAS, relevant provisions of the Texas Property Code have been amended which govern the hearing afforded to homeowners following a notice of enforcement action; and

WHEREAS, the Board of Directors (the "Board") of Big Sky Estates Homeowners Association, Inc. (the "Association") desires to approve a Resolution to the Enforcement Policy to incorporate the relevant provisions of the Texas Property Code, as amended (the "Resolution").

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth in Chapter 209 of the Texas Property Code and the Declaration, the following procedures and practices are established and adopted as part of the enforcement process.

1. Request for a Hearing and Hearing. If the owner challenges the proposed action by timely requesting a hearing, the hearing may be held in executive session of the Board affording the alleged violator a reasonable opportunity to be heard.

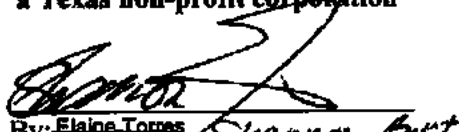
- a. Such hearing shall be held no later than the 30th day after the date the Board receives the owner's request for a hearing. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting.
- b. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing.
- c. The Board or the owner may request a single postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements are allowed but only by agreement between the Board and the owner requesting the hearing.
- d. Not later than 10 days before the Board holds a hearing, the Association shall provide to the owner a packet containing all documents, photographs, and communications relating to the matter which the Association intends to introduce at the hearing (the "Evidence Packet"), if any.
- e. If the Board intends to produce any documents, photographs, and communications during the hearing, and does not send an Evidence Packet to the owner in a timely manner, the owner is entitled to an automatic 15-day postponement of the hearing.
- f. At the commencement of the hearing, a member of the Board or the Association's designated representative shall present the Association's case against the owner.
- g. Following the presentation by the Board, the owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

- h. The owner or the Board may make an audio recording of the hearing.
- i. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any owner.

IT IS FURTHER RESOLVED this Resolution was duly introduced, seconded, and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board. This Resolution shall be filed of record in the Official Public Records of Denton County, Texas.

Date: August 25th, 20 21.

**BIG SKY ESTATES HOMEOWNERS
ASSOCIATION, INC.**
a Texas non-profit corporation


By: Elaine Torres
Its: Officer



STATE OF TEXAS §
 §
COUNTY OF DENTON §

BIG SKY ESTATES HOMEOWNERS ASSOCIATION, INC.

GUIDELINES FOR SECURITY MEASURES

- (1) These Guidelines are promulgated pursuant to Section 202.023 of the Texas Property Code and outline the restrictions applicable to the construction or installation of security measures, including but not limited to a security camera, motion detector, or perimeter fence, by owners.
- (2) Owners may install or build security measures on their lot for the purpose of deterring criminal acts or to increase personal security while adhering to and promoting the design, harmony, and aesthetics of the subdivision. Big Sky Estates Homeowners Association, Inc. ("*Association*") shall have the sole and absolute discretion in determining whether an item or improvement is a reasonable security measure subject to the allowances provided by these Guidelines.
- (3) Cameras/Motion Detectors. Owners may place cameras and motion detectors on their lot for security measures, not on the lot of any other owner, and not on any Association property. Cameras shall be used for the primary purpose of capturing images of the lot on which the camera is installed and shall not unreasonably interfere with the use and enjoyment of any neighbor's lot or Association property. Camera use will be limited to situations that do not violate the reasonable expectation of privacy as defined by law.
- (4) Perimeter Fencing. Plans and specifications, including an application for the installation of a perimeter fence, will not be reviewed or approved by the architectural review body *unless* accompanied by: (i) the drawing showing materials, dimensions and location submitted in order to obtain a permit; and (ii) a permit issued by the City or other applicable municipal authority allowing the installation. Perimeter fencing is permitted by the Association as a security measure and must be ground-mounted on the boundary line of the owner's lot and installed in a contiguous manner around the entirety of the lot boundaries. No gaps in perimeter fencing are permitted, *i.e.*, the perimeter fencing must fully enclose the lot. Perimeter fencing shall not exceed six feet (6') in height or be lower than four feet (4') in height. A gate in a perimeter fence is for all purposes considered part of the fence. Any gate shall open towards the interior of the lot. The Association may prohibit fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the Association's architectural review body. Perimeter fencing shall not consist of any barbed wire, razor wire, wire mesh, chain link, or vinyl. Electrically charged fencing is prohibited.
- (5) Plans and Specifications. Prior to installation of any security measure, the owner must submit plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements

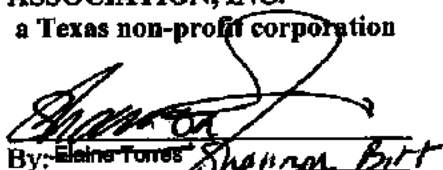
on the lot. Plans must be submitted to the Association's architectural review body, and the owner must receive prior written approval prior to installation of any security measures. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural reviewing body. The architectural reviewing body may require the use of, or prohibit, specific materials, colors, and designs and may require a specific location(s) for the security measure. An owner who builds or installs a security measure must ensure that compliance with all laws, ordinances and codes. An approval of an application for a security measure by the Association's architectural review body is not a guaranty or representation of compliance with any laws, ordinances, codes or drainage requirements, and the owner assumes all risks, expenses and liabilities associated with safety measures built or installed, including, but not limited to, the city or county requiring the removal of perimeter fencing for any reason.

- (6) AN APPROVAL OF AN APPLICATION FOR A SECURITY MEASURE BY THE ASSOCIATION'S ARCHITECTURAL REVIEW BODY SHALL IN NO WAY BE CONSIDERED OR CONSTRUED THAT THE ASSOCIATION OR ITS ARCHITECTURAL REVIEW BODY ARE INSURERS OR GUARANTORS OF SECURITY OR SAFETY OF PERSONS, PROPERTY OR POTENTIAL CRIMINAL ACTIVITY. FURTHER, NEITHER THE ASSOCIATION NOR ITS ARCHITECTURAL REVIEW BODY SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE OR INEFFECTIVENESS OF THE OWNER'S SECURITY MEASURE(S).
- (7) Any security measure built or installed must be properly maintained, kept in good repair, and not permitted to go into a state of disrepair or become an eyesore, as determined in the sole and absolute discretion of the Board of Directors.

IT IS RESOLVED these Guidelines were duly introduced, seconded, and were 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, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Guidelines shall be filed of record in the Official Public Records of Denton County, Texas.

Date: August 25th, 2021.

**BIG SKY ESTATES HOMEOWNERS
ASSOCIATION, INC.**
a Texas non-profit corporation


By: Elaine Torres
Its: Officer



STATE OF TEXAS

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COUNTY OF DENTON

BIG SKY ESTATES HOMEOWNERS ASSOCIATION, INC.

**GUIDELINES FOR THE
INSTALLATION OF SWIMMING POOL ENCLOSURES**

1. A "Swimming Pool Enclosure," as used herein shall mean and refer to a fence that surrounds a water feature, including a swimming pool or a spa, installed as a safety measure to prevent accidental drownings of children.
2. A Swimming Pool Enclosure may not be installed upon or within common area or any area which owned or maintained by Big Sky Estates Homeowners Association, Inc. ("Association").
3. The Swimming Pool Enclosure may be installed after receiving written approval from the Association's architectural reviewing body. The submittal shall include a pictorial design of the Swimming Pool Enclosure which includes, at a minimum, the height of the fence and the colors of all materials.
4. To be approved, the Swimming Pool Enclosure:
 - a. may not exceed six feet (6') in height;
 - b. may not include, as part of the design, any aspect or feature which would allow a child to climb on, up or over the fence;
 - c. must have black metal frames; and
 - d. must have clear plastic panels or black transparent mesh.
5. The owner is solely responsible, to the exclusion of the Association, to ensure that all aspects of the Swimming Pool Enclosure function properly to effectuate its intended purpose as a safety measure to prevent accidental drownings of children.

IT IS RESOLVED that these Guidelines are effective when filed with the Office of the Denton County Clerk, and shall remain in force and effect until revoked, modified or amended by the Association.

Date: August 25th, 2021.

**BIG SKY ESTATES HOMEOWNERS
ASSOCIATION, INC.**

a Texas non-profit corporation


By: Elaine Torres
Its: Officer



STATE OF TEXAS §
 §
COUNTY OF DENTON §

BIG SKY ESTATES HOMEOWNERS ASSOCIATION, INC.

**PROCEDURES FOR INFORMING OWNERS OF
ARCHITECTURAL DECISIONS
AND
EXERCISING THE RIGHT TO APPEAL
ARCHITECTURAL DECISIONS TO THE BOARD OF DIRECTORS**

- (1) These Procedures outline and set forth the owner's opportunity to request a hearing after receipt of the architectural review authority's decision to deny an architectural application to the Board of Directors of Big Sky Estates Homeowners Association, Inc. ("Association").
- (2) A decision by architectural review authority denying or disapproving an architectural application must –
 - a. be provided to the owner in writing by certified mail, hand delivery, or electronic delivery;
 - b. describe the basis for the denial or disapproval in reasonable detail and changes, if any, to the application or proposed improvements required as a condition to approval;
 - c. inform the owner of the right to either:
 - i. submit a modified application to the architectural review authority with the changes proposed by the architectural review authority on or before the thirtieth (30th) after the date the decision notice is mailed, delivered or sent by electronic delivery to the owner; and
 - ii. inform the owner of the right to request a hearing before the Board of Directors (the "Board") on or before the thirtieth (30th) after the date of decision notice is mailed, delivered or sent by electronic delivery to the owner.
- (3) If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the notice, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association shall notify the owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The hearing notice may be provided to the owner in writing by certified mail, hand delivery, or electronic delivery. Only one (1) hearing is required after the architectural review authority denies or disapproves the initial application.

- (4) 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.
- (5) During the hearing, the Board (or designated representative) and the owner (or designated representative) will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's architectural application, and the changes, if any, requested by the architectural review authority in the notice.
- (6) The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Declaration.

IT IS RESOLVED these Procedures were duly introduced, seconded, and were thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board. These Procedures shall be filed of record in the Official Public Records of Denton County, Texas.

Date: August 25th, 2021.

**BIG SKY ESTATES HOMEOWNERS
ASSOCIATION, INC.**
a Texas non-profit corporation

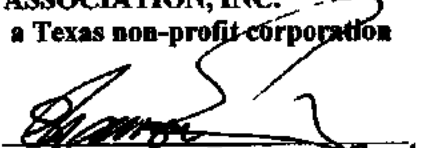

By: Elaine Torres Shanna Holt
Its: Officer /

EXHIBIT B

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

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for Big Sky Estates, recorded on September 10, 2019 as Instrument No. 2019-113418 in the Official Public Records of Denton County, Texas, including amendments and supplements thereto; and**
- All property subject to the **Final Plat of Big Sky Estates Addition, an Addition to Collin County, Texas, according to the Map/Plat recorded in the Map/Plat Records of Collin County, Texas; and**
- All property subject to the **legal description attached on the following page.**

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE RICHARD R. JOWELL SURVEY, ABSTRACT NUMBER 600, BEING PART OF A CALLED 388.049 ACRE TRACT 1 OF LAND DESCRIBED IN THE DEED TO BIG SKY, LLC RECORDED UNDER COUNTY CLERKS DOCUMENT NUMBER 20218-120750, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, BEING ALL OF A CALLED 39.340 TRACT DESCRIBED IN THE DEED TO BIG SKY LLC, RECORDED UNDER COUNTY CLERKS DOCUMENT NUMBER 2018-120751, REAL PROPERTY RECORDS, DENTON COUNTY, AND SAVE & EXCEPT A 1.000 ACRE TRACT DESCRIBED IN A DEED TO BURLINGTON RESOURCES OIL AND GAS COMPANY, L.P., RECORDED UNDER COUNTY CLERKS INSTRUMENT FILE NUMBER 2003-0166720, REAL PROPERTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID 388.049 ACRE TRACT AND ON THE SOUTH LINE OF A CALLED TRACT ONE DESCRIBED IN A DEED TO THE JOE EDWIN BARNETT REAL ESTATE TRUST, RECORDED UNDER CLERKS FILE NUMBER 2004-116615, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING AT THE NORTHEAST CORNER OF A CALLED SECOND TRACT DESCRIBED IN A DEED TO THE JOE EDWIN BARNETT REAL ESTATE TRUST, RECORDED UNDER CLERKS FILE NUMBER 2004-116615, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, ;

THENCE SOUTH 89 DEGREES 57 MINUTES 58 SECONDS EAST WITH A NORTH LINE OF SAID 388.049 ACRE TRACT AND THE SOUTH LINE OF SAID TRACT ONE, A DISTANCE OF 682.26 TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET ON THE NORTH LINE OF SAID 388.049 ACRE TRACT;

THENCE SOUTH 17 DEGREES 57 MINUTES 48 SECONDS EAST, A DISTANCE OF 264.77 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER;

THENCE SOUTH 50 DEGREES 08 MINUTES 30 SECONDS EAST, A DISTANCE OF 210.30 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER;

THENCE SOUTH 28 DEGREES 31 MINUTES 58 SECONDS EAST, A DISTANCE OF 619.01 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER;

THENCE SOUTH 10 DEGREES 52 MINUTES 38 SECONDS EAST, A DISTANCE OF 495.92 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER AND BEING THE BEGINNING OF A CURVE TO RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 27 DEGREES 43 MINUTES 08 SECONDS, A RADIUS OF 816.94 FEET, AN ARC LENGTH OF 293.37 FEET, AND A CHORD BEARING OF SOUTH 58 DEGREES 49 MINUTES 58 SECONDS EAST, A DISTANCE OF 290.61 FEET TO A POINT IN A POND FOR CORNER;

THENCE NORTH 54 DEGREES 00 MINUTES 05 SECONDS EAST, A DISTANCE OF 908.32 FEET TO 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER;

THENCE SOUTH 45 DEGREES 55 MINUTES 11 SECONDS EAST, A DISTANCE OF 984.26 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER;

THENCE SOUTH 21 DEGREES 03 MINUTES 12 SECONDS EAST, A DISTANCE OF 195.60 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER;

THENCE SOUTH 55 DEGREES 05 MINUTES 45 SECONDS EAST, A DISTANCE OF 400.44 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER;

THENCE NORTH 80 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 101.83 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER;

THENCE SOUTH 38 DEGREES 19 MINUTES 26 SECONDS EAST, A DISTANCE OF 477.18 FEET TO A POINT FOR CORNER;

THENCE SOUTH 55 DEGREES 26 MINUTES 59 SECONDS WEST, A DISTANCE OF 539.77 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 55 MINUTES 41 SECONDS EAST, A DISTANCE OF 352.22 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER;

THENCE SOUTH 88 DEGREES 32 MINUTES 40 SECONDS EAST, A DISTANCE OF 622.36 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER;

THENCE NORTH 77 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 479.71 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET FOR CORNER;

THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, A DISTANCE OF 829.22 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET ON THE WEST LINE OF A 60' PRIVATE ROAD EASEMENT (BIG SKY TRAIL), IN BIG SKY TRAILS, AN ADDITION TO DENTON COUNTY, AS SHOWN BY THE AMENDING PLAT THEREOF RECORDED IN CABINET S, PAGE 18, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 01 DEGREES 00 MINUTES 27 SECONDS WEST, WITH THE WEST LINE OF SAID 60' PRIVATE ROAD EASEMENT (BIG SKY TRAIL), A DISTANCE OF 134.49 FEET, TO 1/2 INCH IRON PIN FOUND FOR CORNER;

THENCE NORTH 89 DEGREES 57 MINUTES 07 SECONDS EAST, A DISTANCE OF 29.39 FEET TO PK NAIL FOUND FOR CORNER, SAID NAIL BEING IN JACKSON ROAD, AN EAST LINE OF SAID 388.049 ACRE TRACT AND AT THE NORTHWEST CORNER OF A CALLED 30.102 ACRE TRACT DESCRIBED IN A DEED TO JAGOE-PUBLIC CO., RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2012-77572, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 10 MINUTES 05 SECONDS EAST, WITH AN EAST LINE OF SAID 388.049 ACRE TRACT AND THE WEST LINE OF SAID 30.102 ACRE TRACT IN JACKSON ROAD, PASSING AT A DISTANCE OF 792.92 FEET, A P.K. NAIL FOUND ON AN EAST LINE OF SAID 388.049 ACRE TRACT AND A SOUTHWEST CORNER OF SAID 30.102 ACRE TRACT, SAID PIN ALSO BEING AT THE NORTHWEST CORNER OF A CALLED 13.020 ACRE TRACT DESCRIBED IN A DEED TO BIG SKY LLC, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2018-120750, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 1259.35 FEET TO A PK NAIL FOUND ON AN EAST LINE OF SAID 388.049 ACRE TRACT AND THE WEST LINE OF SAID 13.020 ACRE TRACT IN JACKSON ROAD, SAID NAIL ALSO BEING AT THE NORTHEAST CORNER OF A CALLED 15.000 ACRE TRACT DESCRIBED IN A DEED TO EVERCLEAR INVESTMENTS, INC., RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2013-143203, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE WEST WITH THE NORTH LINE OF SAID 15.000 ACRE TRACT, A DISTANCE OF 1380.05 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID 15.000 ACRE TRACT;

THENCE SOUTH WITH THE WEST LINE OF SAID 15.000 ACRE TRACT, A DISTANCE OF 422.88 FEET TO A 1/2 INCH IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID 15.000 ACRE TRACT AND ON THE NORTH LINE OF U.S. HIGHWAY 380;

THENCE NORTH 85 DEGREES 20 MINUTES 23 SECONDS WEST WITH THE NORTH LINE OF U.S. HIGHWAY 380, A DISTANCE OF 739.76 FEET TO A BRASS TXDOT MONUMENT FOUND ON A WEST LINE OF SAID 388.049 ACRE TRACT AND ON AN EAST LINE OF SAID 39.340 ACRE TRACT, SAID PIN ALSO BEING ON THE NORTH LINE OF U.S. HIGHWAY 380;

THENCE NORTH 85 DEGREES 20 MINUTES 03 SECONDS WEST WITH THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 380, A DISTANCE OF 314.73 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "10023300" SET ON THE SOUTH LINE OF SAID 39.340 ACRE TRACT AND ON THE NORTH RIGHT OF WAY OF U.S. HIGHWAY 380;

THENCE NORTH 80 DEGREES 07 MINUTES 11 SECONDS WEST WITH THE SOUTH LINE OF SAID 39.340 ACRE TRACT AND THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 380, A DISTANCE OF 942.74 FEET TO A 1/2 INCH IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID 39.340 ACRE TRACT AND THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 380, SAID PIN ALSO BEING AT A SOUTHEAST CORNER OF SAID 388.049 ACRE;

THENCE NORTH 80 DEGREES 07 MINUTES 02 SECONDS WEST WITH THE SOUTH LINE OF SAID 388.049 ACRE TRACT AND THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 380, A DISTANCE OF 60.79 FEET TO A 1/2 INCH IRON PIN FOUND AT A SOUTHWEST CORNER OF SAID 388.049 ACRE TRACT, SAID PIN ALSO BEING THE SOUTHEAST CORNER OF LOT 2, BLOCK A, WAGGONER ADDITION AN ADDITION TO DENTON COUNTY, TEXAS. RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2016-239, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 37 MINUTES 34 SECONDS EAST WITH A WEST LINE OF SAID 388.049 ACRE TRACT AND THE EAST LINE OF SAID WAGGONER TRACT, PASSING AT 600.43 FEET A 1/2 INCH IRON PIN FOUND AT THE SOUTHEAST CORNER OF A CALLED 23.194 ACRE TRACT 1, DESCRIBED IN A DEED TO LYNN S. SCHUTTE, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2015-21422 AND CONTINUING A TOTAL DISTANCE OF 1355.88 FEET TO A 1/2 INCH IRON PIN FOUND AT AN INNER ELL CORNER OF SAID 388.049 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 23.194 ACRE TRACT;

THENCE NORTH 71 DEGREES 03 MINUTES 19 SECONDS WEST WITH A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT, A DISTANCE OF 152.83 FEET TO A 1/2 INCH IRON PIN FOUND ON A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT;

THENCE NORTH 69 DEGREES 44 MINUTES 53 SECONDS WEST WITH A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT, A DISTANCE OF 93.32 FEET TO A 1/2 INCH IRON PIN FOUND ON A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT;

THENCE NORTH 87 DEGREES 02 MINUTES 23 SECONDS WEST WITH A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT, A DISTANCE OF 110.53 FEET TO A 1/2 INCH IRON PIN FOUND ON A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT;

THENCE SOUTH 88 DEGREES 53 MINUTES 36 SECONDS WEST WITH A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT, A DISTANCE OF 88.65 FEET TO A 1/2 INCH IRON PIN FOUND ON A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT;

THENCE NORTH 88 DEGREES 23 MINUTES 22 SECONDS WEST WITH A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT, A DISTANCE OF 84.54 FEET TO A 1/2 INCH IRON PIN FOUND ON A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT;

THENCE NORTH 79 DEGREES 36 MINUTES 38 SECONDS WEST WITH A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT, A DISTANCE OF 87.72 FEET TO A 1/2 INCH IRON PIN FOUND ON A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT;

THENCE SOUTH 81 DEGREES 57 MINUTES 19 SECONDS WEST WITH A NORTH LINE OF SAID 23.194 ACRE TRACT AND A SOUTH LINE OF SAID 388.049 ACRE TRACT, A DISTANCE OF 658.24 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID 23.194 ACRE TRACT AND ON THE WEST LINE OF A CALLED 1.000 ACRE TRACT DESCRIBED IN A DEED TO MINDY L. KOEHNE, TRUSTEE TIMOTHY GREEN, TRUSTEE, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2016-163194, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS WEST WITH THE EAST LINE OF SAID 1.000 ACRE TRACT (2016-163194), A DISTANCE OF 111.44 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET AT THE NORTHEAST CORNER OF SAID 1.000 ACRE TRACT (2016-163194);

THENCE SOUTH 89 DEGREES 59 MINUTES 20 SECONDS WEST WITH THE NORTH LINE OF SAID 1.000 ACRE TRACT (2016-163194), A DISTANCE OF 255.24 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET AT THE NORTHWEST CORNER OF SAID 1.000 ACRE TRACT (2016-163194);

THENCE SOUTH 00 DEGREES 00 MINUTES 36 SECONDS EAST WITH SAID WEST LINE OF SAID 1.000 ACRE TRACT (2016-163194), A DISTANCE OF 171.28 FEET TO A 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300" SET AT THE SOUTHWEST CORNER OF SAID 1.000 ACRE TRACT (2016-163194) AND ON A SOUTH LINE OF SAID 388.049 ACRE TRACT;

THENCE SOUTH 89 DEGREES 58 MINUTES 14 SECONDS WEST WITH A SOUTH LINE OF SAID 388.049 ACRE TRACT, A DISTANCE OF 362.65 FEET TO A FENCE POST FOUND AT THE WESTERN MOST SOUTHWEST CORNER OF SAID 388.049 ACRE TRACT AND THE SOUTHEAST CORNER CALLED SECOND TRACT DESCRIBED IN A DEED TO THE JOE EDWIN BARNETT REAL ESTATE TRUST, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2004-116615, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 47 MINUTES 40 SECONDS EAST WITH THE WESTERN MOST WEST LINE OF SAID 388.049 ACRE TRACT AND THE EAST LINE OF SAID SECOND TRACT, A DISTANCE OF 3202.18 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 281.000 ACRES OF LAND AND SAVE AND EXCEPT 1.000 ACRE TRACT TO BURLINGTON LEAVING 280.000 ACRES OF LAND.

SAVE AND EXCEPT TRACT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE R. JOWELL SURVEY, ABSTRACT NUMBER 660, DENTON COUNTY, TEXAS, AND BEING A CALLED SAVE AND EXCEPT 1.000 ACRE TRACT DESCRIBED IN A DEED TO BURLINGTON RESOURCES OIL AND GAS COMPANY, L.P., RECORDED UNDER COUNTY CLERK'S INSTRUMENT FILE NUMBER 2003-0166720, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID 1.000 ACRE TRACT AND THE NORTHERN MOST NORTHWEST CORNER OF A CALLED 39.340 ACRE TRACT DESCRIBED IN A DEED TO BIG SKY, LLC., RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2018-120751, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 37 MINUTES 35 SECONDS WEST WITH THE EAST LINE OF SAID 1.000 ACRE TRACT AND A WEST LINE OF SAID 39.340 ACRE TRACT, A DISTANCE OF 208.70 FEET TO A 1/2 INCH IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID 1.000 ACRE TRACT AND AN INNER ELL CORNER OF SAID 39.340 ACRE TRACT;

THENCE NORTH 89 DEGREES 58 MINUTES 26 SECONDS WEST WITH THE SOUTH LINE OF SAID 1.000 ACRE TRACT AND A NORTH LINE OF SAID 39.340 ACRE TRACT, A DISTANCE OF 208.70 FEET TO A 1/2 INCH IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID 1.000 ACRE TRACT AND A NORTHWEST CORNER OF SAID 39.340 ACRE TRACT;

THENCE NORTH 00 DEGREES 34 MINUTES 41 SECONDS EAST WITH THE WEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 208.44 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID 1.000 ACRE TRACT;

THENCE NORTH 89 DEGREES 57 MINUTES 14 SECONDS EAST WITH THE NORTH LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 208.88 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 1.000 ACRES OF LAND.