

THE GREENE HOME OWNERS ASSOCIATION, INC.
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION, made effective September 1, 1994, by The Greene Home Owners Association, Inc. ("Association"), pursuant to the provisions of Section 204.005 of the Texas Property Code.

208308

RECITALS

07/08/98
Deed

1078318

\$35.00

1. The Association is a designated representative of the owners of property in a subdivision created by Glen Oaks, Inc., with respect to that certain Declaration of Covenants and Restrictions dated January 11, 1972, with respect to the real property called The Greene, more particularly described in Article II.

2. The Association desires to continue thereon a residential community with open spaces and facilities for the use and enjoyment of the members of the Association hereinafter defined.

3. The Association desires to provide:

- a. For the preservation of the values and amenities in said community;
- and
- b. A method for the future improvement of such open spaces; and
- c. For the maintenance of such spaces and improvements,

all for the mutual benefit of the association members, and, to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

4. The Association has deemed it desirable, for the efficient preservation of the values and amenities in said community, to continue itself as an entity to which should be delegated and assigned the powers of owning, improving, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

5. Declarants' predecessor founded and organized under the laws of the State of Texas as a nonprofit corporation, The Greene Home Owners Association, Inc., for the purpose of exercising the functions of the aforesaid.

6. The Association has the authority to approve and circulate a petition relating to the extension of, addition to, or modification of existing restrictions pursuant to Section 204.005 of the Texas Property Code.

7. The Association in August 1994 approved and circulated a petition to extend, add to, or modify existing restrictions subject to The Greene.

8. The petition was approved by the owners (excluding lienholders, contract purchasers, and owners of mineral interests, if any) of at least 75 percent of the real property in The Greene.

9. The petition, reduced to writing as set forth in this instrument, has been or will be filed with the county clerk of Dallas County, Texas, the county in which The Greene is located.

10. The Property Owners' Association in September 1994 notified all record owners of property in The Greene in writing of the proposed extension, addition to, or modification of the existing restrictions. Notice was sent by regular mail to each owner's last known mailing address as reflected in the ownership records maintained by the Association.

11. The Association declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens ("covenants and restrictions") hereinafter set forth.

ARTICLE 1 DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- a. "Association" shall mean and refer to THE GREENE HOME OWNERS ASSOCIATION, INC., a Texas non-profit association.
- b. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties. The Common Area is described as follows:

Blocks A, B, C, D, and E on the Plat of The Greene filed and recorded with

the Declaration of Covenants and Restrictions.

- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and included within the properties as above defined, with the exception of Common Properties as heretofore defined.
- e. "Owner" and/or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Dallas County, State of Texas, and is more particularly described as:

~~A tract of land situated in the John H. Spruce Survey Abstract No. 1298, City of Duncanville, Dallas County, Texas, and being more particularly described as follows:~~
BEGINNING at a point in the east line of Clark Road, said point being 40.02 ft. North of the north line of Big Stone Gap Road (60 ft road);
Thence N 0° - 03' - 40" E along the east line Clark Road (80 ft. road) 1727.54 ft. to corner;
Thence S 89° 56' - 50" E along the south line of Wheatland Road (100 ft. road) 10.0 ft. to corner;
Thence S 0° - 03' - 40" W 325.33 ft. to corner;
Thence in an easterly direction along a curve to the right having a radius of 151.80 ft. through a central angle of 31° - 14' - 40" a distance of 82.78 ft. to end of curve;
Thence S 54° - 34' - 50" E 91.56 ft. to corner;
Thence in a northeasterly direction along a curve to the right having a radius of 465 ft. through a central angle of 6° - 50' a distance of 55.46 ft. to point of reverse curve;
Thence along a curve to the left having a radius of 415 ft., a central angle of 45° - 00' a distance of 325.94 ft. to end of curve;
Thence North 70.02 ft. to corner;
Thence S 89° - 56' - 50" E along the south line of Wheatland Road (100 ft. road) 889.30 ft. to corner;
Thence S 0° - 13' - 10" W along an existing fence and hedgerow and also along the west line of I.M. Redman tract 1774.91 ft. to corner;
Thence N 89° - 35' - 50" W along the north line of Big Stone Gap Road (60 ft. road) 1164.38 ft. to corner;

Thence N 44° -46' W 56.73 ft. to place of beginning.
This tract of land contains 47.825 acres of land.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- a. Upon Approval in writing of the Association pursuant to a vote of its members as provided in its BY-LAWS, the owner of any property who is desirous of adding it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modification of the covenants 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 the scheme of this Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.
- b. 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 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 Existing Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with the Existing Property except as hereinafter provided.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership. The members shall be all Owners, and such Owners 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.

ARTICLE IV.
EASEMENT RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article, every member shall have a non-exclusive right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot. No member shall have any right to partition the Common Property.

Section 2. Title to Common Properties. The Common Properties have been conveyed to the Association, free and clear of all liens and encumbrances.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. the right of the Association, in accordance with its Article and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.
- b. the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- c. the right of the Association to dedicate, sell or transfer all or any part of the Common Properties to the public or any governmental unit or to any public agency, authority or utility for such purposes and subject to such conditions as the Association may approve, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled cast a majority of the votes of each class of membership has been signed, agreeing to such dedication, sale, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is mailed to every Member at least ninety (90) days in advance of any action taken.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Declarant for each Lot owned by him within The Properties hereby covenants and each purchaser of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other

conveyance, be deemed to covenant and agree to pay the Association; (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such late payment handling charge and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property, including the lot and improvements, and appurtenant easements, against which such assessment is made. Each such assessment, together with such late payment handling charge and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Each such assessment shall be payable to the Association in Dallas County, Texas.

Section 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 residents in the area to be known as The Greene, an addition to the City of Duncanville, Texas, and in particular for the improvement and maintenance of private walkways, and other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for carrying out the purpose of the Association as stated in its Articles of Incorporation and By-Laws.

Section 3. Basis and Maximum of Annual Assessments. The calendar year beginning January 1, 1995, the maximum annual assessment shall be \$708.00 per lot. From and after January 1, 1995, the maximum annual assessment may be increased by vote of the Owners, as hereinafter provided, for the next succeeding period of two years. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, equally per lot, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the quorum specified in Section 6 of this Article at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the quorum specified in

Section 6 of this article at a meeting duly called for the purpose, written notice shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof, shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At the meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all of the votes of the membership shall constitute a quorum. 64

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

~~The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable in twelve equal installments, with the payments to become due on the first day of the month.~~

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relation to the annual assessment, provided for in Section 3 hereof, as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties new subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of assessment equally against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent by mail to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said

assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment. The Personal Obligation of the Owner: The Lien: Remedies of the Association. The payment of any assessment made hereunder plus late payment handling charge, costs and attorney fees, if any, are secured by a lien upon the lot and appurtenant easement of the Owner liable for such assessments; and, if such assessment is not paid when due, such assessment shall become delinquent and shall, together with such late payment handling charge thereon and cost of collection as hereinafter provided, continue to bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall be subject to foreclosure, as hereinafter provided. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall ~~BE SUBJECT TO A TEN (10) DOLLAR LATE PAYMENT HANDLING CHARGE ADDED TO THE FIRST MONTH OF DELINQUENCY PLUS IN ADDITION A TEN (10) DOLLAR LATE PAYMENT HANDLING CHARGE FOR THE SECOND CONSECUTIVE MONTH, AND EACH CONSECUTIVE MONTH, OR PORTION OF A MONTH, THEREAFTER AND CONTINUING SO LONG AS THE ASSESSMENT REMAINS UNPAID.~~ There shall be added to the amount of such assessment the collection costs, including reasonable attorney fees. The Association may bring an action at law and/or equity against the owner personally obligated to pay the same or to foreclose the lien against the property, or for both, and for any other lawful remedy.

In the event the Association should fail or be unable for any reason to collect the accrued assessments provided for herein, then the City of Duncanville shall be authorized to collect such assessments along with the taxed levied, assessed and collected by the City of Duncanville, on such properties, provided, however, that no further assessments shall accrue or be made or fixed at any time after the non-exclusive easements of the lot owners have ceased because the Common Properties have become public property or have become subject to public use, if either event shall occur, but nothing herein shall impair any assessment or lien which shall have accrued prior to such event even though payable thereafter.

Section 10. Subordination of the Lien to Mortgages. The lien for assessments accruing after any existing mortgage shall be subordinate to such existing mortgage. The lien for assessments accruing prior to any mortgage shall not be subject to such subordination.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

No erection of buildings or exterior additions or alterations to any building situated upon the

Properties nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance and location in relation to surrounding structures and topography by the Association or, upon designation by the Association to an architectural committee which may consist of members of the Board of Directors, persons who are members of the Association, and qualified architects, planners and builders, as designated by the Board of Directors of the Association. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and the provisions of this Article will be deemed to have been fully satisfied. Neither the members or such committee nor its designated representative shall be entitled to compensation for services performed pursuant to this Article.

ARTICLE VII **PROTECTIVE COVENANTS**

Section 1. These covenants shall be deemed covenants running with the land and they shall be binding on each and all of the owners of the lots, tracts and property contained within the above designated subdivision, and shall be binding upon all present and subsequent owners of any lot, tract or parcel within said subdivision, and the acceptance of any person of title to any one of said lots, tracts or parcels or any interest therein shall constitute such person's acceptance and joinder in said covenants, and all of present and future owners of said lots, tracts or parcel within the above designated subdivision. And if any party hereto or any present or subsequent owner of any lot, tract or parcel within the said subdivision, or their heirs, successors and assigns, shall violate any of the covenants contained herein, The Greene Home Owners Association, Inc. ("Association"), shall have the exclusive right to file and prosecute any proceedings at law or in equity against the person or persons violating, threatening to violate or attempting to violate any of such covenants, and it is expressly agreed and understood that said Association shall be entitled to secure an injunction, restraining order or other equitable process, and to also proceed to recover damages for such violation; or said Association may if it so elects, in writing authorize any other owner or owners within the subdivision to bring all such actions in their own name to the same extent as could the Association itself, or the Board of Directors of The Greene Home Owners Association may if it desires, and hereby expressly reserves unto itself the right to relieve and forgive any violation of the covenants which in its exclusive discretion it determines will not substantially depreciate or materially lower the desirable character of the addition as a whole. The Association reserves the right at any time or times to assign any, each, or all of its rights, limitations, or privileges under these restrictive covenants to any other person, firm or corporation.

Section 2. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or be permitted to remain on any residential building plot other than

one single-family dwelling not to exceed two and one-half standard stories in height. A private garage with incidental storage space or car port or vehicle shelter for not more than four cars, may be either attached, semidetached, or detached. All garages, carports, or vehicle shelters must be architecturally harmonious with the main dwelling and be a substantial first quality construction comparable to the main dwelling.

Section 3. All dwellings shall be located on the respective building sites and no building shall be located nearer to the front lines or nearer to the side street line than the building setback lines shown on the recorded plot. All dwellings built under the zero lot line concept (the practice of locating and construction a structure immediately adjacent to a side property line) must adhere to the following guidelines:

- (1) Where the first home to be built has a wall or walls that are immediately adjacent to a side lot line, masonry, brick or stone facing must be used on the first five feet of wall (walls) from the street and the last three feet of wall (walls) toward the common area except that all perimeter walls which are not an integral part of the dwelling and which are designed to be in the nature of fencing must be of masonry, brick or stone construction and a minimum of six feet eight inches in height.
- (2) All roof lines must be designed so that no drainage is directed onto an adjacent lot or lots.
- (3) Any dwelling that is to be constructed, immediately adjacent to a side lot line at which there is an existing dwelling, must cover the existing wall up to the face brick as provided by the existing wall.
- (4) The joint between two abutting, individual walls must be water proofed to prevent any moisture from getting between the two buildings and the responsibility for installation of this cap or waterproofing shall be the responsibility of the latest or last unit built adjoining such wall. The maintenance of such cap or waterproofing shall be the joint responsibility of the abutting building site owners.

Section 4. All dwellings and all garages (whether detached or semi-detached or detached) shall be built with masonry, brick or stone exterior. The ground floor area of the main structure (excluding all porches, attached or semi-detached garages) shall be no less than 1600 square feet, except as may be otherwise provided herein with respect to plans for dwellings of more than one story.

Section 5. A dwelling of more than one story may be erected on a lot provided it is not higher than two and one-half standard stories and provided further that:

- (1) On all lots in Block One, Three and Four the dwelling shall contain a minimum of

eighteen hundred (1800) square feet of living area with a minimum of one thousand square feet of living area on the ground floor.

- (2) On all lots in Blocks Two and Five, the dwelling shall contain a minimum of sixteen hundred square feet of living area.

Defined living area does not include attached garages, porches, and other areas which are not fully enclosed.

Section 6. No lot in this subdivision shall be re-subdivided into additional lots, without the express consent of the Association in writing.

Section 7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily, or permanently, nor shall any structure of a temporary character be used as a residence. No garage or outbuilding shall be erected unless it shall conform with City Building Codes and Zoning Regulations governing locations and construction of garages and outbuildings.

Section 8. All easements for the installation and maintenance of utilities and drainage facilities, are reserved for the use as shown on the recorded plat.

Section 9. No noxious or offensive trade or activity of any kind shall be carried on, conducted or permitted upon any lot. No tower, mast or antenna, or other structure of any kind shall exceed 35 feet in height from ground level without the special consent of the developer first obtained in writing.

Section 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purpose, and provided further, that such dogs, cats or other household pets shall not be permitted or allowed upon any common area maintained by the Association, unless such pets are on a leash and accompanied by their owner.

Section 11. Sight distance at intersection. No fences, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-line.

Section 12. Garbage and refuse disposal: The Common Area or any lot shall not be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 13. No fence, wall, hedge or planting shall be located nearer to any front, rear or side lot lines than the building setback lines, without prior approval of the architectural planning committee.

Section 14. No dam or other obstruction shall be erected in, or across, a creek by any lot owner, without the consent of the developer in writing first obtained, and neither the Association, developer nor the City, nor other governmental agency, shall ever be laible to any lot owner in the subdivision because of any overflow or flooding of said creek, even though the flow of said creek shall be increased because of development of adjacent or nearby properties by the developer, or others, or because of any act or omission of the city or other governmental agency in the handling of storm drainage water.

Section 15. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the developer or buider to advertise the property during the cosntruction of said project.

Section 16. Vehicles which are not in operating condition, nor currently licensed, shall not be parked except within an enclosed garage. For this purpose, vehicles which have been inoperative for three or more days shall come within this prohibition. Also, no vehicles shall be operated, kept or stored on the common properties except as required for the care and maintenance thereof. Vehicles shall include, but are not limited to, cars, trucks, recreational vehicles, trailers, boats, motorcycles, etc.

Section 17. Sidewalks shall be located immediately adjacent to the curb line and shall meet the City's specifications in all respects.

Section 18. All City ordinances now or hereafter applicable to the properties as well as all of the foregoing protective covenants shall both be fully observed and complied with by each lot owner.

Section 19. These protective covenants in this Article may be changed, amended, or altered from time to time by resolution of the Board of Directors of the Association acting pursuant to recommendation of the Architectural Control Committee, and such resolution shall be filed for record in Dallas County, Texas.

ARTICLE VIII
RIGHT OF ASSOCIATION TO PURCHASE

Section 1. Should the owner (other than the Developer) of any lot decide to sell, lease or otherwise dispose of said lot, the Association shall have an option to buy or lease the lot from the owner at the same price and on the same terms as those which appear in a good faith written offer of purchase, or proposed agreement to rent or lease, or for the reasonable market value thereof, if other dispositions is contemplated. Such owner shall furnish a true copy of such bonafide written offer (showing the terms and names and address of the peron or persons making the offer) to the Association and shall offer such lot to the Association on the same terms. The Association shall have no option on any lot owned by the Developer.

Section 2. The option contained in Section 1 of this Article VIII shall not apply and the Association shall have no rights or option in respect to:

- a. Bonafide gifts of a lot to a spouse or other member of the family or the owner of the lot, or
- b. ~~Transfers of, or succession to, such lot by will or as the result of intestacy, but the option shall apply to said lot in the hands of any such successor to the title or,~~
- c. ~~Transfer of a lot as security for the performance of an obligation, or~~
- d. Transfer of a lot by virtue of foreclosure proceedings under a deed of trust or any procedure in lieu of foreclosure.

Section 3. Whenever the owner of any lot is advised of a default in any loan secured by a deed of trust on a lot, said owner will immediately notify the Association and furnish to the Association a copy of such notice.

Section 4. The Association will notify the owner in writing within five (5) days from the date of said delivery of its election to exercise or waive the option rights hereinabove set forth. Failure by the Association to give any notice within the said five (5) days will constitute its waiver of the said option, but the option hereinabove granted shall survive any waiver and every succeeding contract, proposal to lease, rent or otherwise dispose of said lot shall give rise to the said option rights of the Association.

ARTICLE IX
GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by The Greene Home Owners Association, Inc., or the owner of any land subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of thirty (30) years from the date that the underlying Declaration (the original Declaration respecting The Greene) was recorded, after which time said covenants and

restrictions shall be automatically extended for successive periods of ten (10) years, provided however, that such covenants and restrictions shall terminate not later than twenty (20) years from and after the death of the survivor of W. Claton Wyman, John D. Rubrecht and William C. Wyman, Jr. and all their children living at the time the underlying Declaration was recorded.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by The Greene Home Owners Association, Inc. 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.

Section 3. Severability. Invalidation of any one of these covenants or retractions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

DATED effective September 1, 1994.

Harold Bottles
HAROLD BOTTLES, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ACKNOWLEDGED BEFORE ME on *June 22*, 1998.

Seal:

Karen Bohn
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

