Grayson County Deana Patterson County Clerk Sherman, TX 75090

Instrument Number: 2023 - 26780

ERecordings-RP

Recorded On: October 05, 2023 11:49 AM Number of Pages: 16

" Examined and Charged as Follows: "

Total Recording: \$72.00

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

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

File Information: Record and Return To:

Document Number: 26780 Simplifile

Receipt Number: 20231005000076 100 W. Houston Ste. 17

Recorded Date/Time: October 05, 2023 11:49 AM

User: Kenady P Sherman TX 75090

Station: CC007



STATE OF TEXAS COUNTY OF GRAYSON

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 Grayson County, Texas.

Deana Patterson County Clerk Grayson County, TX

CERTIFICATE FOR RECORDATION OF DEDICATORY INSTRUMENT OF VILLAGE GREEN HOMEOWNERS ASSOCIATION OF DENISON, INC.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GRAYSON §

WHEREAS, Section 202.006 of the Texas Property Code requires that "A Property Owners' Association shall file its dedicatory instruments in the Real Property Records of each county in which the Property to which the dedicatory instruments relates is located."; and

WHEREAS, Village Green Homeowners Association of Denison, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the Real Property Records of Grayson County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Village Green Homeowners Association of Denison, Inc., Executed by Village Green of Denison, Inc., as Declarant, was recorded at Volume 1656, Page 250 on or around August 10, 1983 in the Real Property Records of Grayson County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants, Conditions and Restrictions for Village Green" (the "Declaration") subjected to the scheme of development therein certain land located in Grayson County, Texas;

NOW THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

(signature page follows)

EXECUTED this \(\frac{\sqrt{\chi}}{\chi} \) day of September, 2023

Village Green Homeowners Association of Denison, Inc.,

A Texas non-profit corporation

Eric Campbell,

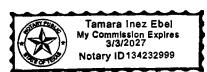
Village Green Homeowners Association of Denison, Inc.

STATE OF TEXAS

5

COUNTY OF GRAYSON

This instrument was acknowledged before me on the (day of September, 2023 by Eric Campbell, authorized representative of Village Green Homeowners Association of Denison, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

After Recording, Return to: Manning & Meyers, Attorneys at Law 4340 N. Central Expressway, Suite 200 Dallas, TX 75206

VILLAGE GREEN HOMEOWNERS ASSOCIATION (VGHA)

AMENDED BYLAWS

AUGUST 2023

Pursuant to the Texas Non-Profit Corporation Act, by resolution of the VGHA Board of Directors adopted on this 21st day of August, the following are herewith adopted as the Amended Bylaws of the VILLAGE GREEN HOMEOWNERS ASSOCIATION OF DENISON, INC., a corporation organized pursuant to said Act:

SITUATED in the County of Grayson, State of Texas, being part of the M.C. Davis Survey, Abstract No.336, and being a part of the tract of land conveyed by Charles M. Beatty and others to James E. Green, by deed recorded in Volume 1624, Page 652, Deed LRecords, Grayson County, Texas, and being described by metes and bounds as follows, to-wit:

BEGINNING at a steel rod maintaining the Northeast corner of said James Green tract;

THENCE South 00 deg. 36min. 35 sec. West a distance of 378.40 ft. to a steel rod maintaining the Southeast corner of said Green tract;

THENCE North 88 deg. 50 min. 38 sec. West, with Green's South line, a distance of 429.81 ft. to a steel rod;

THENCE North 01 deg. 09 min. 22 sec. East, a distance of 144.67 ft. to a steel rod;

THENCE North 88 deg. 24 min 29sec. West, a distance of 75.73 to a steel rod; THENCE North 01 deg. 35min. 31sec.East a distance of 8.99ft. to a steel rod;

THENCE North, a distance of 227.77ft. to a steel rod maintaining the Northwest corner of said Green tract:

THENCE South 88 deg 26 min. 20 sec. East. a distance of 506.42 ft. to the place of beginning and containing 4.1555 acres of land.

ARTICLE ONE

Office

Section 1. <u>Principal office</u>. The principal office of the Corporation in the State of Texas shall be located at 40 Village Green Court, Denison, Grayson County, Texas 75020.

ARTICLE TWO

Members

Section 1. <u>Eligibility</u>. Each individual lot within the subdivision shall be entitled to one membership in the corporation. The rights, privileges, duties, and obligations pertaining to such membership shall be automatically vested with the conveyance of record title in the record title holder, subject to the provisions of the Articles of Incorporation with respect to voting, and subject to the other provisions of these Bylaws.

Section 2. <u>Use of Membership</u>. The rights and privileges inuring to the membership in the corporation, except for voting rights and rights upon dissolution, shall be exercisable by the record title holder, who shall be deemed the member, and his/her immediate family. Where there is more than one record title holder, only one of such owners shall be deemed the Member and shall be permitted to exercise the rights and privileges of membership. Nothing herein shall, however, relieve all record title holders of the duties and obligations of membership. Provided, that the VGHA Board of Directors may, by resolution, permit more than one record owner of a lot to exercise the privileges and rights of membership, except to the extent that such privileges and rights are conferred on one owner under the Articles of Incorporation.

Section 3. <u>Transferability</u>. No membership, nor any right or privilege there under appertaining, shall be transferred, assigned, pledged or hypothecated, or in any manner alienated, in whole or in part, except in conjunction with a bona fide sale of the lot realty and improvements to which such membership inures.

ARTICLE THREE

Meeting of Members

Section 1. Annual Meeting. An annual meeting of the members shall be held in the month of December of each year, for the purpose of electing the VGHA Board of Directors whose terms have ended or those who have resigned and for the transaction of such other business as may become before the meeting.

Section 2. <u>Special Meetings</u>. Special meetings of the members may be called by the President, a member of the VGHA Board of Directors, or by not less than twenty-five percent (25%) of the members having voting rights.

Section 3. <u>Place of Meeting</u>. The VGHA Board of Directors may designate any place within Denison, Texas, as the place of meeting for any annual meeting or for any special meeting called by the VGHA Board of Directors.

Section 4. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of members (Annual or Special) shall be posted at the mail house or delivered either personally, or by mail, website, or by email, to each member entitled to vote at such meeting not less than three (3) days prior to the date of such meeting, by or at the direction of the President, or the Directors or other persons calling the meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail with proper first class postage prepaid thereon addressed to the member at his address as it appears on the record of the corporation. If emailed, the notice shall be deemed to be delivered when sent.

Section 5. <u>Informal Action by Members</u>. Any action required by law to be taken at a meeting of the members, or any action that may be taken at a meeting of the members, may be taken without a meeting if a consent in writing setting forth the action to be taken, shall be signed by all members entitled to vote with respect to the subject matter thereof.

Section 6. <u>Quorum</u>. The members holding twenty five percent (25%) of the votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of the members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7. <u>Voting and Voting Lists</u>. Any vote cast in an election or vote by a member of a property owners' association must be in writing and signed by the member. Electronic votes cast by email constitute written and signed ballots. In an association-wide election, written and signed ballots are not required for uncontested races. In order to be considered for the Board of Directors, all outstanding balances and fees must be up to date. Additionally, prior to ballot vote, a paragraph will be required of each candidate by way of introduction to the members of the voting community.

The original membership transfer books shall be prima facie evidence as to who are the members entitled to vote at any meeting of members. Members are to provide their current mailing address, phone number, and email address in writing to the Village Green Homeowners Association of Denison, Inc. within 7 days of any change of mailing address, phone number, or email address. It is an owner's duty to keep an updated email address registered with VGHA.

ARTICLE FOUR

VGHA Board of Directors

Section 1. <u>General Powers</u>. The affairs of the corporation shall be managed by its VGHA Board of Directors. VGHA Directors must be members of the corporation.

Section 2. <u>Number, Tenure and Qualifications</u>. The number of VGHA Directors shall be seven (7) and shall be designated as

Director One

Director Two

Director Three

Director Four

Director Five

Director Six

Director Seven

Directors One, Two, Three and Four shall be elected on even years, and shall serve until the next annual meeting held in an even year and shall be elected on the even years thereafter.

Directors Five, Six, and Seven shall be elected on odd years, and shall serve until the next annual meeting held in an odd year and shall be elected on the odd years thereafter.

Each director shall serve two years or until a successor shall have been elected and qualified. Regular attendance at board meetings is expected.

Section 3. Regular Meetings. The regular annual meeting of the VGHA Board of Directors shall be held immediately after, and at the same place, as the annual meeting of members. The notice for the regular annual meeting of the VGHA Board of Directors may be included in the same notice for the annual meeting of members. The VGHA Board of Directors may provide by resolution the time and place, within

Denison, Texas, for the holding of additional regular meetings of the VGHA Board without other notice than such resolution.

Section 4. <u>Special Meetings</u>. Special meetings of the VGHA Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the VGHA Board may fix any place within Denison, Texas, as the place for holding any special meetings of the VGHA Board called by them.

Notice of any special meeting of the VGHA Board of Section 5. Notice. Directors shall be given at least three (3) days previously thereto by written or printed notice posted at the mail house and on the website, (Village Green HOA) or delivered either personally, or by mail, or by email to each VGHA Director at his address as shown on the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with proper first class postage prepaid thereof in a sealed envelope so addressed. If notice is to be given by email, such notice shall be deemed to be delivered when the email is sent. Any Director may waive notice of any meeting. The attendance of a VGHA Director at any meeting shall constitute a waiver of notice of such meeting, except where a VGHA Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The notice of any special meeting shall set forth the purpose for which such meeting is called, and no other business may be transacted at such meeting except with the express written consent of all VGHA Directors.

Section 6. Quorum. Four (4) members of the VGHA Board of Directors shall constitute a quorum for the transaction of business at any meeting of the VGHA Board; but if less than four (4) of the VGHA Directors are present at said meeting, the VGHA Directors present may adjourn the meeting from time to time without further notice.

Section 7. <u>Manner of Acting.</u> The act of a simple majority (exceeds 2nd highest number of votes.) of the VGHA Directors present at a meeting at which a quorum is present shall be the act of the VGHA Board of Directors, unless the act of a greater number is required by law or these Bylaws.

Section 8. <u>Vacancies</u>. Any vacancy occurring in the VGHA Board of Directors shall be filled by the affirmative vote of the remaining VGHA Directors. A VGHA Director elected to fill a vacancy shall be elected for the unexpired term of this predecessor in office.

Section 9. <u>Compensation</u>. VGHA Directors as such shall not receive any stated salaries for their services, but by resolution of the VGHA Board of Directors any Director may be indemnified for expenses and costs, including attorneys' fees,

actually and necessarily incurred, in connection with any claim asserted against the Director, by action in Court or otherwise, by reason of having been such VGHA Director, except in relation to matters as to which the Director shall have been guilty of gross negligence or gross misconduct in respect of the matter in which indemnity is sought. The provisions of this Bylaw shall be cumulative of, and in addition to the rights of indemnity afforded a Director of a nonprofit corporation under the applicable statutes in such cases made and provided. Nothing herein shall preclude a VGHA Director from receiving compensation from the Corporation for services rendered by the Director such as legal, accounting or other professional services for which he/she would ordinarily receive remuneration, provided that such compensation shall not exceed the usual and customary charges for such services in Grayson County, Texas, and shall previously have been authorized by resolution of the VGHA Board of Directors.

Section 10. <u>Informal Action</u>. To the extent permitted by law, the VGHA Board of Directors may by unanimous written consent, take any action which could have been taken at a regular or special meeting of the VGHA Board. Also the VGHA Board of Directors may take a telephone poll and/or email vote to expedite an issue and confirm the action and vote at the next VGHA Board regular or special meeting.

ARTICLE FIVE

Officers

Section 1. Officers. The VGHA officers of the corporation shall be President, Vice President, Secretary, Treasurer, and such other officers as may be elected in accordance with the provisions of this Article.

Section 2. <u>Election and Term of Office</u>. The VGHA officers of the corporation must be members and shall be elected annually by the VGHA Board of Directors at the regular annual meeting of the VGHA Board of Directors. If the election of VGHA officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New VGHA officers may be created and filled at any meeting of the VGHA Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have been qualified.

Section 3. <u>Removal</u>. Any VGHA officer elected or appointed by the VGHA Board or Directors may be removed by the VGHA Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the VGHA officer so removed.

Section 4. <u>Vacancies</u>. A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by the VGHA Board of Directors for the unexpired portion of the term.

Section 5. <u>President</u>. The President shall be the principal executive officer of the corporation and shall, in general, supervise and control all of the business and affairs of the corporation. He/she shall preside at all meetings of the members and of the VGHA Board of Directors. He/she may sign, with the secretary or any other proper officer of the corporation authorized by the VGHA Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments that the VGHA Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the VGHA Board of Directors or by these VGHA Bylaws, or by statute to some other officer or agent of the corporation; and, in general, he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the VGHA Board of Directors.

Section 6. <u>Vice President</u>. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions on the President. The Vice President shall perform such other duties as which may be assigned to him/her, by the President or by the VGHA Board of Directors.

Section 7. <u>Secretary</u>. The Secretary shall keep the minutes of the meetings of the members and of the VGHA Board of Directors; see that all notices are duly given in accordance with the provisions of these VGHA Bylaws or as required by law; be custodian of the corporate records; keep a register of the post office address of each member; and in general perform all duties incident to the office of secretary and such other duties which may be assigned to him/her by the President or by the VGHA Board of Directors.

Section 8. Treasurer. If required by the VGHA Board of Directors, the treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such sureties as the VGHA BOARD of Directors shall determine and fund. He/she shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit such monies in the name of the corporation in such bank, trust companies, or other depositories as shall be selected by the VGHA Board of Directors and, in general, perform all the duties incident to the office of treasurer and such other duties which may be as assigned to him/her by the President or by the VGHA Board of Directors.

ARTICLE SIX

Contracts, Checks, Deposits and Funds

The VGHA Board of Directors may authorize any officer or officers

Section 2. <u>Checks, Drafts, or Orders for Payment</u>. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by two officers, of the corporation and in such manner as shall be determined by resolution of the VGHA Board of Directors. At least 3 officers of the corporation shall be on the the signature at the bank, trust companies or other depositories as shall be selected by the VGHA Board of Directors.

Section 3. <u>Deposits</u>. All funds of the Corporation shall be deposited promptly to the credit of the Corporation in such banks, trust companies, or other depositories as the VGHA Board of Directors may select by the officer elected to perform such duties

Section 4. <u>Gifts</u>. The VGHA Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Corporation.

ARTICLE SEVEN

Rules and Regulations

Section 1. <u>Adoption</u>. The VGHA Board of Directors may, by resolution, from time to time adopt such rules and regulations concerning the use of common property and facilities within the subdivision such as the park and green area as the VGHA Directors may seem proper and in the best interest of the members. Such rules and regulations shall be published or otherwise made available to all persons affected thereby in any manner reasonably calculated to give notice thereof.

Section 2. <u>Enforcement</u>. After due notice, the VGHA Board of Directors may, by resolution, assess a fine/fines and/or suspend the membership rights and privileges of any person found to have willfully or habitually violated such rules and regulations. After a period of 6 months of nonpayment the VGHA Board of Directors may then proceed with measures including, but not limited to assessing liens, foreclose on the property and payment of associated attorneys fees.

Section 3. <u>Emergency Enforcement</u>. Where the necessity of the situation is such that there is not sufficient time for the VGHA Board of Directors to act, the membership rights and privileges of any member who has or is about to violate any rule or regulation adopted pursuant hereto and such violation has or is likely to cause damage or harm to person or property, may be fined or suspended, without prior notice or hearing, by a VGHA officer, Director or duly authorized employee of the Corporation. A special meeting of the VGHA Board of Directors shall be convened to afford the fined or suspended member an opportunity to be heard. At such meeting, or any adjournment thereof, the fine or suspension shall be removed, modified or affirmed by the VGHA Board of Directors for a reasonable amount or period of time.

Section 4. Other Remedies. The remedies of a fine or suspension provided herein shall be cumulative of and in addition to all other rights and remedies available, at law or in equity, to the corporation or the members thereof.

ARTICLE EIGHT

<u>Dues & Special Assessments</u>

Section 1. <u>Nature</u>; <u>Amount</u>. The VGHA Board of Directors shall, at the annual VGHA Board of Directors meeting, or at any special meeting called for such purpose, establish monthly dues or special assessment charges for each member. The amount of such assessment shall be the same for each lot owned. The exception may be assessments determined by square feet or area as it applies to insurance and roof replacements.

Dues or special assessments levied by the VGHA Board of Directors shall be due and payable on the 1st day of each month thereafter and shall be late if paid after the 10th of month after which late fees in the amount of 1.5 % monthly or 18 % annually.

Section 2. <u>Lien, Personal Property</u>. Such assessments shall be deemed to be a continuing purchase money obligation. Further, the obligation to pay said assessments shall be deemed to be a covenant running with the lot as set forth in a *dedication deed from the developer*. A vendor's lien shall be reserved in each deed to any lot in the subdivision to secure payment of said assessment. In order to provide for the speedy and effectual enforcement of said lien, each owner shall execute a deed of trust on each of his/her lot within the subdivision on the form prescribed from time by the said Association.

The owner or owners of each lot in the subdivision shall also be personally liable for any assessment, whether or not the same constitutes a valid lien upon said realty and improvements and irrespective of whether the obligation to paysame constitutes a covenant running with the lot.

Section 3. Other Remedies for Enforcement. The foregoing rights and remedies for enforcement of the assessment shall be cumulative of and in addition to all other rights and remedies afforded by law for the collection of such assessments.

ARTICLE NINE

Maintenance and Services Furnished by Corporation

Section 1. <u>Landscaping</u>. The corporation shall at all times maintain suitable ground cover and such trees, shrubs, garden plants, and other plants as; shall be deemed appropriate by the VGHA Board of Directors or architectural committee. The corporation shall exercise reasonable diligence in the mowing, raking, edging, fertilizing, and weeding, of each lot in the subdivision and each area owned by the corporation. The corporation shall have the right, through its employees, hired or independent contractors, to enter upon each lot in the subdivision, during daylight hours, for purposes of landscaping and landscape maintenance. The corporation shall have the right to use outside water of each home for the necessary and sufficient care of the area owned by the corporation.

The corporation shall not be obliged to repair or replace any tree, shrub, bush or other vegetation damaged or destroyed by any member, invitee of a member, person living with a member, lessee, or renter unless and until indemnified to its reasonable satisfaction by the member for the cost and expense involved in such replacement. The VGHA Board of Directors may by resolution determine repairs or replacements are necessary and may assess a fine for the full recovery of costs associated with such repairs or replacements.

Section 2. <u>Parks and Other Facilities</u>. The corporation shall operate and maintain for the benefit of the members, the parks designated on the subdivision plan and such other recreation facilities and equipment as from time to time be acquired. Such facilities shall be operated in accordance with and subject to such rules and regulations as may from time to time be established by the resolution of the VGHA Board of Directors.

Section 3. <u>Liability for Damages</u>. The corporation shall not be liable or responsible for the destruction, or loss of, or damage to the property or person of any member or the guest of any member, or visitor, invitee, lessee, renter, or other person.

Section 4. <u>Maintenance of Private Improvements</u>. In addition to maintenance upon the common areas, the Homeowners Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows:

Repair/Replace of roofs, balconies, gates, balconies, gates, exterior building surfaces, exterior lighting, gutters & downspouts, yard landscaping, and walks & driveways.

Exceptions shall be porches, decks, fences, gates, screendoors, screens, glass surfaces, skylights, locks, and garage door openers.

Homeowners must have prior approval of the VGHA Board before any exterior modifications and/or improvements including solar panels. Approval is valid for one year from date originally approved.

In the event that the need for maintenance and repair is caused through the willful or negligent act of the owner or his/her family, or guests, or invitees, or lessees, or renters, the cost of such maintenance or repairs, shall be added to or become a part of the assessment to which said lot, is subject.

At such times, the VGHA Board of Directors shall have the right to make repairs and paint the exterior of any building in the subdivision. The corporation shall use the color or color scheme selected by the VGHA Board of Directors. The corporation, through its agents, servants, employees or independent contractors, shall have the right to go upon any premises for the purposes of painting or performing other maintenance as herein provided .

Section 5. <u>Insurance & Insurance Assessments</u>. The corporation shall insure real exterior property and improvements thereon owned by the corporation under a Texas standard form policy of fire and extended coverage insurance issued by a solvent, reputable insurance company licensed to do business in the State of Texas. Each homeowner shall be assessed for yearly exterior insurance costs. The amount of such assessment shall be on a case by case basis depending on the circumstances and is due and payable the 1st day of the month and shall be late if paid after the 10th of month in which it is assessed. Interior insurance is the responsibility of each homeowner at homeowner expense. A condo loss assessment policy is optional and would be at homeowner expense if coverage is obtained.

ARTICLE TEN

Committees

Section 1. <u>Architectural Committee</u>. The Board of Directors may appoint an architectural control committee consisting of one or more members of the VGHA Board of Directors, and any volunteer from the VGHA community. The opinion of a majority of the members of the committee shall be made in the form of a recommendation to the VGHA Board of Directors, who shall in turn vote on each application at their called meetings.

No permanent structure may be erected in the subdivision without the written approval of the VGHA Board of Directors having first been obtained. To obtain approval, all drawings, designs, specifications, architectural plans, and other such documents as the committee or VGHA Board request shall be submitted to the VGHA Board.

The VGHA Board shall have the right to retain all documents submitted to it permanently. Approval of any plans submitted shall not be withheld unless the committee or VGHA Board of Directors determines from the documents submitted, or from other sources (1) that the proposed structure does not conform to the subdivision restrictions or to the applicable statutes, rules, regulations, and zoning ordinances of any governmental authority having jurisdiction in the premises; or, (2) that the proposed structure is, in the opinion of the committee or VGHA Board, architecturally or aesthetically unpleasant or not architecturally or aesthetically in harmony with the existing structures in the subdivision. The good faith determination of the committee or VGHA Board shall in all respects be deemed conclusive and not subject to review.

The VGHA Board of Directors shall have the right, on behalf of the corporation, to take any action necessary to enforce the subdivision deed restrictions.

The VGHA Board of Directors may, on behalf of the corporation and the members thereof, waive any deed restriction in instances where its enforcement would, in the opinion of the committee or VGHA Board, cause undue hardship, and where, in the opinion of the committee or VGHA Board, the waiver will not detract from the value of the immediately adjacent properties. The good faith determination of the VGHA Board in this respect shall be conclusive.

If the VGHA Board determines that any structure is or has been constructed not strictly in accordance with the plans approved by it, it may require that such structure be removed or the deviation corrected, at the expense of the member, on whose lot the same is situated, within a reasonable time. The VGHA Board shall, on behalf of the corporation, have the right to exercise such legal and equitable remedies as may be necessary to insure that any structure conforms strictly to the plans approved by the VGHA Board, or to secure removal of any nonconforming structures.

Miscellaneous Provisions

Section 1. <u>Amendments</u>. These Bylaws may be amended, modified, or repealed and new Bylaws adopted, only by the VGHA Board of Directors and filed with the Grayson County clerk office.

Section 2. <u>Fiscal Year</u>. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of each year.

Section 3. <u>Fines</u>. After warning in writing (mailed or emailed), violators of the Village Green Homeowners Association of Denison, Inc. Bylaws, CC&R's, or Rules and Regulations promulgated by the Village Green Homeowners Association of Denison, Inc. Board of Directors shall be subject to a fine in addition to all other legal remedies. Said fine may be assessed repeatedly as time permits and warnings given in writing by the VGHA Board of Directors and upon failure of owner or member to correct infraction or obey rules as well as other obligations imposed by the above described documents, and shall be collected in the same manner as common expenses or Homeowners' assessments.

Section 4. <u>Statutory Compliance and Severability</u>. In the event that any provision of these Amended Bylaws violates the Texas Property Code then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of the Amended Bylaws. All other provisions of the Amended Bylaws shall remain in full force and effect.

Adopted by the VGHA Board of Directors on August, 2023.

ENC CAMPBULL
956F420A87094A9...

ERIC CAMPBELL
VGHA PRESIDENT

Α