

THE GREENE HOME OWNERS ASSOCIATION, INC.
PROPOSED AMENDMENTS TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS

Detailed Amendment Language — Ballot Items #1–#11 (numbered in the order they appear in the Declaration)

This document sets out the exact current text of each Declaration provision proposed for amendment, alongside the exact proposed replacement or additional text, for every item on the Special Meeting ballot. This is the reference document members should review before voting — the ballot itself contains only short descriptions.

This document is reference material only and is not itself a ballot. Votes must be cast on the Special Meeting Absentee Ballot.

Each item is voted on independently and requires the assent of owners holding at least **67% of the total votes allocated to all Lots** in The Greene to pass, regardless of how many owners actually cast a ballot. An item may pass or fail without affecting the outcome of any other item.

New or changed language, relative to the original recorded Declaration, is shown **highlighted in yellow** throughout. The Board met and reached agreement on this full 11-item package on the evening of September 1, 2026.

BALLOT ITEM #1 — Article V, Section 3: *Basis and Maximum of Annual Assessments*

Current Text:

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.

The Association's actual current assessment is \$100.00/month (\$1,200.00/year) per Lot. This item does not assert that the current assessment is invalid; the Board's longstanding practical interpretation — consistent with how prior assessment increases were conducted — has been that this Section limits how *often* the maximum may be increased (once every two years), not that an approved increase expires. This item makes that interpretation explicit in the text, so it no longer depends on institutional memory.

Proposed Text:

Section 3. Basis and Maximum of Annual Assessments. Effective November 1, 2026, the maximum annual assessment shall be \$1,200.00 per lot (the “Base Assessment”). The Board

of Directors may decrease the maximum annual assessment at any time, in its discretion, without a vote of the membership. The maximum annual assessment may not be increased more than once in any two-year period, and any such increase shall require the assent of the Owners, as provided in Section 5 of this Article, at a meeting duly called for that purpose in accordance with the quorum requirements of Section 6 of this Article. Once approved, an increase in the maximum annual assessment shall remain in effect until changed by a subsequent vote of the Owners under this Section, and shall not expire or require re-approval at the end of any period. 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 an amount not exceeding the then-current maximum annual assessment.

Section 5 (which sets the 30-day notice, 60% quorum, and two-thirds assent requirements for any future change to Section 3) is not being amended and requires no conforming edit. Section 5's reference to "the periods therein specified" continues to correctly describe the two-year cadence in the proposed Section 3 above — this item clarifies what that period means (a limit on how often increases may occur, not an expiration of an approved increase) without eliminating the period concept itself.

BALLOT ITEM #2 — Article VII, Section 10: *Pet Policy*

Current Text:

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.

Proposed Text:

Section 10. Pet Policy.

a. 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.

b. No resident may keep any dangerous or exotic animal including trained attack dogs, or any other animal deemed by the Board to be a potential threat to the safety or well-being of residents, visitors or other animals.

c. All pets must have current vaccination tags as required by local ordinances.

d. Pet owners are responsible for the immediate cleanup and disposal of any pet waste created by their pet or pets while on the Common Properties. No pets shall be permitted to create excessive noise, odors or disturbances that unreasonably interfere with the quiet enjoyment of other residents.

e. Removal of violating pets:

(1) If a pet is found to be in violation of this Pet Policy or any Rules and Regulations related to pet ownership, or if a pet causes a nuisance, odor, or unreasonable disturbance, the Board shall issue a written notice to the owner specifying the violation and providing a reasonable period of not less than 10 days to correct the issue.

(2) If the violation is not remedied within the specified timeframe, the Board may issue a second written notice requiring the permanent removal of the pet within 10 days of receipt of such notice.

(3) Failure to remove the pet as directed by the Board may result in additional fines and legal action as per the governing documents, local and state laws/statutes.

Change from prior draft: removed the specific city ordinance citation from the section title, and standardized “community rules” to the newly-defined term “Rules and Regulations.”

BALLOT ITEM #3 — Article VII, Section 11: *Sight Distance at Intersection and Tree Maintenance*

Current Text:

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.

Proposed Text:

Section 11. Sight Distance at Intersection and Tree Maintenance.

a. 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.

b. Tree and Landscape Maintenance:

(1) Owner Responsibility: Each Owner will be responsible for all tree and landscape maintenance within the boundaries of their property. This responsibility includes pruning, trimming and removing dead or hazardous trees; maintaining tree canopies to prevent encroachment onto neighboring properties or common areas; ensuring that landscaping does not obstruct sidewalks, roadways, or visibility for vehicular and pedestrian traffic; not allowing trees, shrubs, or other vegetation to cause damage to community infrastructure such as sidewalks, roadways, or utilities; and removing debris caused by trees or plants located on their property.

(2) Enforcement: In the event of noncompliance, the Association reserves the right to notify the Owner in writing. If the Owner fails to address maintenance within 30 days of notice, the Association shall have the right to enter upon the Owner's Lot to perform the necessary maintenance at the Owner's expense, which shall become part of the Owner's assessment obligation under Article V of this Declaration.

(3) Indemnification: Owners shall indemnify and hold harmless the Association for any damages, claims, or liabilities arising from an Owner's failure to properly maintain trees and landscaping on their property.

(4) Tree and Root Maintenance Responsibility: The Association shall be responsible for the maintenance, trimming, and cutting back of tree branches and roots that extend or encroach onto a Member's Lot from trees whose trunks are located wholly or predominantly within the boundaries of the Association's Common Area, including situations where encroaching branches overhang a Member's roof or roots impact a Member's structures or safety. Maintenance by the Association will be performed as necessary to mitigate hazards or nuisances upon discovery or notice.

Changes from prior draft: replaced "Homeowner" with "Owner" to match the defined term; combined the original points (1) and (2) into a single, clearer statement of Owner responsibility (removing an awkward "activity" framing and a confusing double-negative sentence about compliance); removed a reference to Association tree-removal guidelines that do not currently exist in writing; removed a redundant sentence from the tree/root maintenance point that duplicated what points (1) and (4) already cover; and, at the attorney's suggestion, added an explicit right of entry for the Association to perform unaddressed maintenance, with the cost recoverable as part of the Owner's assessment obligation under Article V.

BALLOT ITEM #4 — Article VII, Section 13: *Fences, Walls, Hedges, and Plantings*

Current Text:

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.

Proposed Text:

Section 13. Fences, Wall, Hedges, and Plantings.

a. 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.

b. All fences and gates installed or replaced within the HOA shall be constructed using only pre-approved materials to ensure uniformity throughout the community. All existing fences prior to the date of this revision will be grandfathered in and allowed until such time as they require replacement. Architectural Control Committee (ACC) approval is required before replacement may begin. Owners remain separately responsible for obtaining any permit required by the City of Duncanville for fence construction or repair, regardless of whether ACC approval has been obtained.

c. The following materials are the only acceptable materials for fences and gates within the HOA:

- (1) Cedar or pressure-treated pine, stained in a cedar-toned color approved by the ACC
- (2) Black wrought iron or aluminum fencing
- (3) Composite wood fencing in pre-approved ACC colors
- (4) Vinyl fencing in white or tan

d. All fences shall be constructed within the height ranges set forth in this Section, as approved by the ACC. The rear fence facing the Commons of all zero-lot line homes shall be wrought iron with pickets, with a height of 42 to 72 inches above the ground to the top of the fence. All other residential home fences shall be cedar, pressure-treated pine, composite wood, or vinyl fencing as described above, with a height of 48 to 72 inches above the ground, except that side lot line fencing may be constructed up to a maximum of 96 inches with ACC approval. Owners remain responsible for compliance with any applicable City height requirements.

e. Any fence or gate constructed, altered, or replaced without required ACC approval, or that does not conform to the requirements of this Section, may be required by the Association to be brought into compliance or removed at the Owner's expense, in accordance with Article IX, Section 2.

f. Any fence, wall, hedge, or planting existing as of the effective date of this Amendment that does not conform to the requirements of this Section shall be permitted to remain in its current condition and shall not be required to be brought into compliance, provided that any repair, replacement, or reconstruction of such fence, wall, hedge, or planting shall comply fully with the requirements of this Section as then in effect.

Changes from prior draft: removed specific city-permitting cross-references and a sentence that incorrectly conflated city permit requirements with ACC material requirements; fixed inconsistent capitalization of material names; reworded the height provision so “uniform height” no longer contradicts the stated range; added new point (e) addressing a gap — the prior draft did not say what happens if a fence is built without approval; and added new point (f), a general grandfather

clause for any existing fence, wall, hedge, or planting that predates this Amendment and doesn't conform to this Section (broader than point (b)'s materials-specific grandfather language, since it also covers height, setback, or any other nonconformity), with full compliance required upon any future repair or replacement.

BALLOT ITEM #5 — Article VII, Section 16: Vehicles

Current Text:

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.

Proposed Text:

Section 16. Vehicles.

a. 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.

b. No commercial vehicle with a Gross Vehicle Weight Rating (GVWR) over 10,000 pounds may be parked on any residential street.

c. No box truck, cube van, step van, or other vehicle with an enclosed cargo body exceeding eight (8) feet in height may be parked on any residential street, regardless of Gross Vehicle Weight Rating.

d. No trailer exceeding twenty (20) feet in length may be parked on any residential street, whether or not the trailer is attached to a towing vehicle at the time.

e. Owners are responsible for compliance with this Section by their tenants, guests, and invitees. For purposes of this Section, “residential street” means any street within The Greene. This Section constitutes a private covenant applicable to Owners and their tenants, occupants, guests, and invitees and does not authorize the Association to exercise governmental or municipal authority over any public street.

Changes from prior draft: removed the city ordinance citation and replaced the “¾ ton” threshold with a precise, self-contained Gross Vehicle Weight Rating standard (b); restructured into lettered subsections; and added three new provisions in response to specific member complaints — a box-truck/cube-van height restriction (c) targeting a reported sightline obstruction, a trailer-length restriction (d) targeting a reported traffic-flow obstruction from an auto-hauler trailer, and an Owner-responsibility and geographic-scope clause (e) clarifying that Owners answer for their

tenants'/guests' vehicles. At the attorney's direction, "residential street" is now limited to streets within The Greene itself (removing "or immediately adjacent to its boundary"), and a sentence was added confirming this Section is a private covenant and does not authorize the Association to exercise governmental or municipal authority over any public street — consistent with recent Fifth Court of Appeals authority holding that an HOA may not do so.

BALLOT ITEM #6 — Article VII, Section 19: *Amendment of Protective Covenants*

Current Text:

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.

This Section, as currently recorded, states that the Board may amend this Article by resolution alone. Texas Property Code Section 209.0041 requires that amendments to the Declaration be approved by a vote of Owners holding at least 67% of all Lots, and that statute supersedes any contrary language in the Declaration regardless of what this Section says. This means the current text has had no legal effect since that statute began applying, but it inaccurately describes the Board's actual authority and should be corrected.

Proposed Text:

Section 19. These protective covenants in this Article may be changed, amended, or altered only in accordance with the amendment procedures and voting requirements applicable to this Declaration under the Texas Property Code, as it may be amended from time to time, and any other applicable law. The Board may, in its discretion, refer any proposed changes to a committee it designates for that purpose prior to submitting them to the membership for approval. Any amendment approved under this Section shall be filed for record in Dallas County, Texas.

This item does not name the Architectural Control Committee or any other specific committee, since the committee structure used for governing-document amendments may reasonably change over time (this year's amendments, for example, came from a purpose-formed Governing Documents Committee, not the ACC). It also references the Texas Property Code generically rather than stating a specific percentage, so this Section does not go stale if the statutory requirement is ever changed.

BALLOT ITEM #7 — Article VII, Section 20 (New): *Yard Maintenance and Appearance Standards*

Current Text:

None — this is a new section. It does not replace or modify existing Sections 18 or 19.

Proposed Text:

Section 20. Yard Maintenance and Appearance Standards.

Each Owner shall maintain their Lot in a neat, safe, and sightly condition, which includes but is not limited to keeping grass and weeds trimmed, removing trash and debris, and repairing broken structures visible from neighboring properties or common areas. The Association shall provide written notice to the Owner of any apparent violation and allow a reasonable cure period before taking any enforcement action. Enforcement shall be focused on substantive and sustained violations that negatively impact the neighborhood's general appearance or safety, not on trivial or temporary conditions. The Association may impose reasonable fines or corrective measures consistent with its enforcement policy and applicable Texas law when Owners fail to remedy violations within the designated cure period.

No changes from the prior draft.

BALLOT ITEM #8 — Article VII, Section 21 (New): *Long Term Lease Limitations and Owner-Occupancy Requirements*

Current Text:

None — this is a new section.

Proposed Text:

Section 21. Long Term Lease Limitations and Owner-Occupancy Requirements.

a. Owner-Occupancy Requirement: No Lot or Unit may be leased or rented by an Owner to a non-owner tenant during the twelve (12) months immediately following the date of acquisition of legal title by that Owner, and each Owner shall occupy the Lot or Unit as their primary residence during this twelve-month period. This requirement applies to leases entered into by the Owner after acquiring title and does not restrict an Owner's ability to purchase a Lot or Unit that is already subject to a valid, pre-existing lease, provided that the Owner may not renew or extend that tenant's lease during the twelve-month period following acquisition of title. This requirement shall not apply to (i) mortgage lenders who acquire title by foreclosure or deed in lieu of foreclosure, or (ii) heirs or devisees who acquire title through inheritance. This Section does not restrict an Owner who occupies the Lot or Unit as their primary residence from sharing the residence with family members, guests, or roommates. Occupancy of the Lot or Unit by a settlor, trustee, or beneficiary of a trust, or by a member of a limited liability company, that holds title to the Lot or Unit, shall satisfy the owner-occupancy requirement of this subsection. This twelve-month requirement shall not apply to, and shall not be restarted by, a transfer of title between spouses, a transfer incident to divorce, a transfer to or from a revocable trust for estate planning purposes where the transferor or a family member remains the beneficial owner, or a transfer by inheritance or devise.

b. Rental Cap: At no time shall more than twenty-five percent (25%) of the total Lots or Units within the Association be leased or rented to non-owner occupants. Once the twenty-five percent (25%) cap is reached, no additional Lots or Units may be leased until the number of leased Lots or Units falls below the cap. The Association, through its Board of Directors, may establish a waiting list procedure once the rental cap is reached.

c. Grandfather Provision: Any Lot or Unit that is leased to a non-owner tenant as of the effective date of this Amendment, pursuant to a valid, then-existing lease agreement, shall not be counted against the twenty-five percent (25%) Rental Cap during the remaining term of that lease. This exemption ceases upon any renewal, extension, or new lease of that Lot or Unit, or upon any change in ownership of that Lot or Unit, after which continued leasing shall be subject to the Owner-Occupancy Requirement and Rental Cap set forth above.

d. Lease Terms and Compliance: All leases must be in writing, for a term of not less than thirty-one (31) consecutive days, and must require compliance by the tenant with the Declaration, By-Laws, and Rules and Regulations of the Association. The Owner remains responsible for compliance with the governing documents by their tenants.

e. Notification Requirement: Any Owner who leases their Lot or Unit shall notify the Association in writing within ten (10) days of executing a lease, providing the lease term (start and end dates) sufficient to confirm compliance with this Section. Financial terms of the lease need not be disclosed.

f. Enforcement: Any lease of a dwelling without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer no possessory interest in a dwelling to the purported lessee. For violations of the above provisions, the Association may impose a fine of up to \$500.00 for non-recurring violation and up to \$100 per day for a continuing violation for each day in which the violation remains uncured. The Association shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, levying fines and/or taking action to evict the occupants of any dwelling which does not comply with the requirements and restrictions hereof. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER DWELLING AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION. Each Owner shall fully and truthfully respond to all requests by the Association for information regarding the occupancy of his or her dwelling which in the judgment of the Board are reasonably necessary to monitor compliance with this Section.

Changes from prior draft: clarified that the owner-occupancy requirement applies to leases the Owner enters into, not to a home already tenanted at the time of purchase; clarified that this Section does not restrict roommates or family members living with an Owner who occupies the property as their primary residence; simplified the two overlapping grandfather-clause provisions into one clearer rule; and added a notification requirement so the Association has a practical way to detect leasing activity subject to this Section.

BALLOT ITEM #9 — Article VII, Sections 9, 14, and 15; and Article VIII: Retiring Obsolete “Developer” Provisions and Modernizing the Association's Purchase Option

Sections 9, 14, and 15 all depend on “the Developer” (the original 1972 declarant, Glen Oaks, Inc.), a role that no longer has any active participant now that The Greene is fully built out. Left

as-is, Sections 9 and 14 require a consent that has become impossible to obtain. Article VIII, which gives the Association a right of first refusal to buy or lease any Lot, is retained and modernized rather than repealed, at the Board's request: it preserves the Association's ability to acquire a Lot after a casualty loss if the Owner does not rebuild — motivated by the 2023 fire event, in which some Owners took insurance payouts rather than rebuild and a developer reportedly made offers on some of the resulting vacant lots.

Current Text (Article VII, Section 9):

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.

Proposed Text (Article VII, Section 9):

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 Association first obtained in writing.

Current Text (Article VII, Section 14):

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 liable 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.

Proposed Text (Article VII, Section 14):

Section 14. No dam or other obstruction shall be erected in, or across, a creek by any lot owner, without the consent of the Association in writing first obtained, and neither the Association nor the City, nor other governmental agency, shall ever be liable 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, or others, or because of any act or omission of the city or other governmental agency in the handling of storm drainage water.

Current Text (Article VII, Section 15):

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 builder to advertise the property during the construction of said project.

Proposed Text (Article VII, Section 15):

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, or one sign of not more than five square feet advertising the property for sale or rent.

The clause permitting developer/builder construction-marketing signage is removed as no longer applicable to a fully built-out community.

Current Text (Article VIII):

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... Section 2. [exemptions for gifts, inheritance, security transfers, and foreclosure] ... Section 3. [default notice requirement] ... Section 4. The Association will notify the owner in writing within five (5) days... [full text in the Declaration].

Proposed Text (Article VIII):

Section 1. Should the owner **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 disposition is contemplated. Such owner shall furnish a true copy of such bona fide written offer (showing the terms and names and address of the person or persons making the offer) to the Association and shall offer such lot to the Association on the same terms.

Section 2. Unchanged: the option does not apply to bona fide gifts to family, transfers by will or intestacy (though the option follows to the successor), transfers as security for an obligation, or foreclosure-related transfers.

Section 3. Unchanged: an Owner in default on a deed of trust must notify the Association.

Section 4. The Association will notify the owner in writing within **thirty (30) days** from the date of said delivery of its election to exercise or waive the option rights hereinabove set forth (increased from five (5) days). Failure by the Association to give any notice within the said **thirty (30) 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.

Section 5. Casualty Loss; Option to Purchase Unrepaired Lots. In the event a dwelling situated on a Lot is destroyed or substantially damaged by fire or other casualty, and the Owner does not commence reconstruction or repair within twelve (12) months of the casualty, or does not diligently pursue completion once commenced, the Association shall have an option to purchase the Lot at its then-current fair market value, as determined by an independent appraisal obtained at the Association's expense, regardless of whether the Owner has received or accepted any third-party offer for the Lot. After the initial twelve (12) month period expires, the Association shall provide written notice to the Lot Owner that the Board of Directors believes the casualty condition has triggered this Section 5 and provide the Lot Owner with

60 days' notice to commence construction or demonstrate reasonable progress. This option applies notwithstanding the exemptions set forth in Section 2 of this Article. This option is subordinate to all pre-existing recorded deeds of trust and other consensual mortgage liens, such that exercise of this option does not impair the lienholder's lien, foreclosure rights, insurance rights, loss-payee rights, or rights to casualty proceeds, and the Association is not entitled to require a lender to release its lien except upon payment or other satisfaction acceptable to the lender. The Association's exercise of this option does not extinguish or impair the pre-existing recorded deeds of trust or other consensual mortgage liens. The Association shall have ninety (90) days from expiration of the twelve-month cure period (or any diligent-completion period) to exercise this option by written notice to the Owner, with closing to occur within one hundred eighty (180) days thereafter. If any pre-existing recorded deeds of trust or other consensual mortgage liens cannot be resolved so that the contemplated title can be delivered, the Association is not obligated to close. This Section does not apply during any period of delay reasonably caused by insurance disputes, permitting delays, or other circumstances beyond the Owner's control, or during any period an Owner who is a servicemember is entitled to protection under the Servicemembers Civil Relief Act. Notwithstanding anything herein to the contrary, the option created by this Section shall terminate and be of no further force or effect on December 31, 2046; provided, however, that any option timely exercised on or before that date shall survive solely for purposes of consummating the resulting purchase and closing. The termination date may be amended or extended in a manner that complies with applicable law, including the Rule Against Perpetuities. Nothing in this Section transfers, assigns, or grants the Association any right to insurance proceeds payable to the Owner or any mortgagee, and all rights to such proceeds shall remain governed by the applicable insurance policy, mortgage documents, and applicable law.

Changes from prior draft: this item now modernizes Article VIII rather than repealing it. The "(other than the Developer)" carve-out and Developer-ownership exclusion are removed (Section 1), consistent with retiring stale Developer references elsewhere. The Board's response window is extended from 5 to 30 days (Section 4) to allow a realistic decision/financing timeline. New Section 5 is a purpose-built option letting the Association purchase a casualty-damaged, unrepaired Lot at appraised fair market value after a 12-month cure period, regardless of whether a competing offer exists — addressing a gap the original right-of-first-refusal structure did not reach (an Owner who simply abandons a lot rather than selling it). Section 5 is newly drafted, not a modernization of existing text, and is flagged separately below for closer legal review.

Flag for attorney: Section 5 is a newly drafted option, not a modernization of prior text, and should be reviewed independently for Rule Against Perpetuities validity, sufficiency of the lienholder-subordination language, and any additional protections (notice, right to cure, interaction with insurance proceeds) before this goes to the membership. This section warrants more dedicated drafting attention than the rest of this amendment package.

BALLOT ITEM #10 — Article IX, Section 1: *Term and Termination*

Current Text:

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure 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.

Proposed Text:

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure 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 representatives, heirs, successors and assigns, for a term ending December 31, 2046, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless, prior to the expiration of the then-current term, an instrument signed by Owners holding at least sixty-seven percent (67%) of the total votes allocated to Owners entitled to vote is recorded in the Real Property Records of Dallas County, Texas, providing that this Declaration shall terminate upon expiration of the then-current term.

This replaces a method that ties the Declaration's expiration to the lifespan of three named individuals from 1972 and their children with a fixed term and automatic renewal — the approach used in most current Texas HOA declarations. Updated note: Article VIII (Item #9) has been retained and modernized rather than repealed. This reopens a Rule Against Perpetuities question previously thought resolved by Article VIII's repeal — please confirm with the attorney that this modernized termination clause still adequately supports the validity of Article VIII's option-to-purchase (Sections 1 and 5) now that the option remains in the document.

BALLOT ITEM #11 — Article IX, Section 2: Enforcement

Current Text:

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.

Proposed Text:

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. The Association, through its Board of

Directors, may establish a system of monetary sanctions for violations of this Declaration, the Bylaws or any rules and regulations. All remedies available under this Section, including monetary sanctions, shall be cumulative and not exclusive of any other remedy available at law or in equity. To the extent permitted by applicable law, the Association shall be entitled to recover its reasonable attorney's fees and costs incurred in any action in which the Association prevails in enforcing this Declaration. 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.

Changes from prior draft: the attorney's-fee clause was reworded to condition recovery “to the extent permitted by applicable law” and to tie recovery specifically to actions “in enforcing this Declaration,” a minor refinement of the previously proposed language.

ADDITIONAL DEFINITION — Article I (accompanies multiple items above)

Several items above use the term “Rules and Regulations.” This term does not currently appear in Article I's definitions. The following new definition is proposed to accompany Items #2, #8, and #11:

f. “Rules and Regulations” shall mean any written rules, standards, or policies adopted, amended, and published by the Board of Directors from time to time, in accordance with its authority under this Declaration and the Bylaws, governing the use of the Properties or the conduct of Owners, tenants, and occupants, including without limitation any enforcement policy and fine schedule adopted pursuant to Article IX, Section 2.