

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

*(Consolidated Reference Copy — Reflects Proposed Amendments as Would Be Adopted,
Effective November 1, 2026)*

THIS SECOND AMENDED AND RESTATED DECLARATION consolidates and restates, effective November 1, 2026, the Amended and Restated Declaration of Covenants and Restrictions of The Greene Home Owners Association, Inc. (“Association”), originally made effective September 1, 1994, as further amended by the Association pursuant to Section 209.0041 of the Texas Property Code following approval by owners holding the percentage of votes required by law.

[Recording information for the original 1994 restatement: Deed, 07/08/98, Instrument No. 1078318, Fee \$35.00, Dallas County Real Property Records. This Second Amended and Restated Declaration, upon adoption and execution, will be recorded separately in the Dallas County real property records — recording information to be added upon filing.]

**HYPOTHETICAL DRAFT — FOR PLANNING PURPOSES ONLY — NOT YET ADOPTED OR
EXECUTED**

This document illustrates what a fully consolidated, up-to-date Declaration could look like if all eleven pending amendments are approved by the membership and this restatement is executed effective November 1, 2026. The Board met and reached agreement on this full package on the evening of September 1, 2026. Text highlighted in yellow reflects all proposed changes from the original recorded Declaration. Several items remain flagged with comments for attorney attention before this is finalized.

RECITALS

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.
12. Since September 1, 1994, the Association has, from time to time as necessary, adopted further amendments to this Declaration in accordance with Section 209.0041 of the Texas Property Code and the provisions of this Declaration.
13. Effective November 1, 2026, the Association adopted the amendments reflected herein — addressing the basis and maximum of annual assessments, pet policy, tree and landscape maintenance, fencing materials and standards, commercial vehicle parking, the amendment procedure for this Article, yard maintenance and appearance standards, long-term lease

limitations and owner-occupancy requirements, retirement of obsolete provisions referencing the original Developer (including repeal of Article VIII), the term and termination of this Declaration, and enforcement — following approval by owners holding at least 67 percent of the total votes allocated to all lots subject to this Declaration, in accordance with Section 209.0041 of the Texas Property Code.

14. This Second Amended and Restated Declaration consolidates the original Declaration recorded in Volume 72214, Page 0248 of the Deed Records of Dallas County, Texas; the Amended and Restated Declaration effective September 1, 1994 (recorded as Instrument No. 1078318); and the amendments described in Recital 13 above, for the convenience of the Association's members, and restates in a single document the covenants and restrictions currently applicable to The Greene.

ARTICLE I

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.

- 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.

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 of 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 Articles 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.

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 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.

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 taxes 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, 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, limitatives, 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 plat. 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 Association first obtained in writing.

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.

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.

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. 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.

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.

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.

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.

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 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.

Section 20. Yard Maintenance and Appearance Standards.

Each Owner shall maintain their Lot in a neat, safe, and slightly 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.

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.

ARTICLE VIII

RIGHT OF ASSOCIATION TO PURCHASE

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. 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. Bona fide 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 **thirty (30) 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 **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.

ARTICLE IX

GENERAL PROVISIONS

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.

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.

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

This Second Amended and Restated Declaration consolidates the original Declaration of Covenants and Restrictions (Vol. 72214, Pg. 0248, Dallas County Deed Records) and the Amended and Restated Declaration effective September 1, 1994 (executed by Harold Bottles, then President, now deceased, and recorded as Instrument No. 1078318), together with the amendments described in the Recitals above, and is executed by the current President of the Association pursuant to the Board's authorization following the membership's approval of those amendments.

DATED effective November 1, 2026.

LIZ WILSON, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ACKNOWLEDGED BEFORE ME on _____, 2026.

Seal:

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

[Notary name, commission expiration, and recording information to be added upon actual execution and filing.]