

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
VILLAGE ON THE GREEN HOMEOWNERS ASSOCIATION, INC.

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

This NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR VILLAGE ON THE GREEN HOMEOWNERS ASSOCIATION, INC. (this "Notice") is made this 27th day of April, 2010, by the Village on the Green Homeowners Association, Inc., a Texas non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Portrait Homes – Village on the Green, L.L.C., an Illinois limited liability company ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Village on the Green," on or about December 4, 2003, at Volume 5558, Page 1467 and as Clerk's Document No. 2003-0235302 of the Real Property Records, Collin County, Texas (the "Declaration"); and

WHEREAS, the Declarant prepared and recorded an instrument entitled "Bylaws of Village on the Green Homeowners Association, Inc." (the "Bylaws") as Exhibit "B" to the Declaration; and

WHEREAS, the Declarant prepared and recorded an instrument entitled "Articles of Incorporation of Village on the Green Homeowners Association, Inc.," on or about December 4, 2003, at Volume 5558, Page 1462 and as Clerk's Document No. 2003-0235301 of the Real Property Records, Collin County, Texas (the "Articles of Incorporation"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the single-family residential development covered by the Declaration, which development is more particularly described in the Declaration and in the Supplements and Amendments thereto as may be recorded in the Real Property Records of Collin County, Texas, from time to time; and

WHEREAS, the Association's Board of Directors subsequently adopted, on or about July 12, 2007, a Resolution for the application of payments received from the Association's Members for amounts due and owing to the Association, which Resolution was recorded on or about May 27, 2008, as Clerk's Document No. 20080527000629280 of the Real Property Records, Collin County, Texas (the "Application of Payments Policy"); and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

**VILLAGE ON THE GREEN HOMEOWNERS ASSOCIATION, INC.,
A Texas Non-Profit Corporation**

By: Anne Hall

Its: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS :

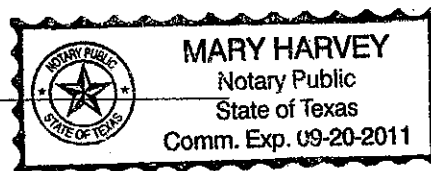
COUNTY OF COLLIN :

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Anne Hall, Secretary of Village on the Green Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of April, 2010.

Mary Harvey
Notary Public in and for
the State of Texas

My Commission Expires:



G/NOTICE.DED/VillagenGreen.Notice.Mar2010

EXHIBIT "A"

DEDICATORY INSTRUMENTS

- A-1 Covenant Enforcement and Fining Policy, adopted April 6, 2010
- A-2 Rules and Regulations, adopted June 12, 2007

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

VILLAGE ON THE GREEN HOMEOWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, Village on the Green Homeowners Association, Inc. (the "Association") and the individually-owned properties located in Village on the Green are subject to various restrictions, covenants, rules and policies set forth in the Declaration of Covenants, Conditions and Restrictions for Village on the Green (the "Declaration") and in the Association's Bylaws, Rules, Regulations and Policies (all collectively referred to in this Policy as the Association's "Governing Documents"); and

WHEREAS, the Governing Documents authorize the Association, acting through its Board of Directors, to enforce the restrictions, covenants, rules and regulations and to establish policies and procedures for enforcement actions and for imposing penalties for violations, such as assessing fines; and

WHEREAS, the Association's Board of Directors finds there is a need to establish orderly procedures for enforcing the Governing Documents and for the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Governing Documents and for the elimination of violations of the Governing Documents found to exist in, on and about the Village on the Green and the following policies and procedures are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy").

1. **Application of the Policy.** This Enforcement Policy and the procedures set forth herein apply to any enforcement action against an Owner *except* enforcement actions in which: (i) the Association files suit seeking a temporary restraining order or a temporary injunction against the violating party, (ii) the Association is seeking to recover unpaid assessments, or (iii) the Association is pursuing a self-help remedy that may be authorized by the Governing Documents. The notice and hearing requirements set forth in this Enforcement Policy do not apply to the Association's temporary suspension of an Owner's right to use Common Areas and recreational facilities based upon a violation that occurred in the Common Areas or Cross Easement Areas and involved a significant risk of harm to others in the community.

2. **Violations.** The Declaration, the Bylaws, the Association's Articles of Incorporation, the plats, as well as the rules, regulations, policies and standards adopted by the Board of Directors, and any subsequent amendments or supplements thereto, are collectively referred in this Policy as the Association's "Governing Documents". Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents shall constitute a "Violation" under this Policy for all purposes. Any Member who fails to comply with the Governing Documents, after being notified of such non-compliance, is subject to enforcement action by the Association, to include fines and suspension of certain membership rights, as well as other enforcement measures deemed necessary by the Board of Directors.

3. **Confirming the Violation.** If needed or deemed appropriate, the existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the Violation;
- b. Identification by street address or legal description of the Lot on which the Violation exists;
- c. Date of the verification observation and name of the person making the observation; and
- d. A photograph of the violation.

4. **Courtesy Notice (Optional).** At the time that the field observation report is prepared, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation (the "Courtesy Notice"). The Owner will have at least fourteen (14) days from the date the Courtesy Notice is mailed to correct or eliminate the Violation. The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 5 below.

5. **Notice of Violation.** If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation by personal delivery and by certified mail, return receipt requested (the "Notice of Violation").

A Notice of Violation is not required if the alleged violator received a written Notice of Violation relating to the same or similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to correct the prior Violation. A Notice of Violation is also not required in the case of an emergency or in the event the Board of Directors deems it necessary to file suit for a temporary restraining order or temporary injunction. See Paragraph 1 above. In such circumstances, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 6 below.

Before a sanction is effective against the Owner, the Association shall confirm that written notice was served on the Owner informing the Owner of the right to request a hearing.

The Notice of Violation, if required, will state the following:

- a. The nature, description and location of the Violation, including any property damage caused by the Owner;

- b. The basis for the Violation (i.e. the provision(s) of the Governing Documents being violated), including the authority for recovering property damages caused by the Owner;
- c. A description of the action required to correct the violation;
- d. The proposed sanction to be imposed, including, but not limited to:
 - (i) the amount and frequency of any fine,
 - (ii) the recording of a Notice of Violation in the Real Property Records of the County Clerk's Office,
 - (iii) suspension of voting rights,
 - (iv) suspension of the right to use any portion of the Common Areas and/or the recreational facilities located in the Common Areas,
 - (v) the use of self-help remedies by the Association, and/or
 - (vi) the amount claimed to be due from the Owner for property damage.
- e. That the sanctions will not be taken or assessed if the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation.

If the Owner was given notice and a reasonable opportunity to correct the same or similar violation within the preceding six (6) months, the Association does not have to give the Owner the opportunity to correct in order to avoid the sanctions.

- f. That the recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing pursuant to Paragraph 7 below;
- g. That, if the Violation is not corrected or eliminated within thirty (30) days of the date of the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner; and
- h. That, if a hearing is timely requested and is held before a delegate of the Board, the Owner may appeal the decision of the delegate to the Board.

6. **Final Notice of Violation.** If the Violation has not been timely corrected or eliminated in response to the Notice of Violation and if the Association has not received a timely written request for a hearing, a formal notice of the Violation and the sanction or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested.

7. **Owner's Request for a Hearing.** If the Owner timely requests a hearing, the hearing shall be held in executive session of the Board or its delegate affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board receives the Owner's request for a hearing. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Association or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the Board and the Owner. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board or its delegate. The Association shall notify the Owner in writing of its action within thirty (30) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the thirty-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

8. **Owner's Appeal of Hearing Decision.** If the hearing was conducted by a delegate of the Board, the Owner shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided in Paragraph 7 for hearings before a delegate of the Board.

9. **Correction of Violation.** Where the Owner corrects or eliminates the Violation *before* the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Governing Documents). Written notice confirming the Owner's correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board. See Paragraph 14 below regarding correcting a violation *after* sanctions have been imposed.

10. **Self-Help Corrective Action by the Association.** Notwithstanding any other provision contained herein to the contrary, where a Violation is determined or deemed determined to exist, the Board may undertake to cause the Violation to be corrected, removed or otherwise abated if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where the Board decides to initiate any such action, the following will apply:

Except for circumstances deemed by the Board to require immediate action to protect property and/or to protect the health and safety of the Owners, residents, and guests, corrective action to be taken by the Association under this Paragraph 10 will be undertaken only after the Owner of the property in question has failed to correct the Violation in response to the notices provided pursuant to the preceding sections of this Enforcement Policy.

a. The Board must give the Owner and any third party that is known to the Association to be directly affected by the proposed action prior written notice of undertaking of the action.

b. Costs incurred by the Association in correcting or eliminating the violation become the personal obligation of the Owner and will be charged to the Owner's account with the Association.

c. The Association, and its agents and contractors, will not be liable to the Owner or any third party for trespass or any damages or costs alleged to arise by virtue of action taken under this Paragraph 10.

11. **Referral to Legal Counsel.** Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Lot in the real property records and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

12. **Fines.** Subject to the provisions of this Enforcement Policy and/or the Governing Documents, the imposition of fines will be on the following basis:

a. Fines will be based on a per violation charge in the amount of \$25.00 for the first Violation. If the Violation has not been cured after thirty (30) days from the date of the \$25.00 fine, the fine will increase by \$25.00 every thirty (30) days until the fine totals \$500.00, at which time the fine will increase by \$100.00 every thirty (30) days until the Violation is cured.

b. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Governing Documents or this Enforcement Policy.

c. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots. Upon presentation of outstanding fines to the Board for action, the same will be levied against the respective Lots and their Owners as a specific assessment under the Declaration.

13. **Notices.** Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. An Owner's failure or refusal to accept certified mail from the Association will not relieve the Owner of his/her obligations under the Governing Documents and this Enforcement Policy. At the discretion of the Board of Directors, additional attempts to serve the violating Owner with notice may be sent by email, by regular first-class mail, and/or by personal delivery.

d. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

e. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

f. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

g. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

14. **Cure of Violation During Enforcement.** An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated; the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement

Policy, which costs and fines, if not paid upon demand therefore by Management, will be referred to the Board of Directors of the Association for collection.

15. **Dispute Resolution Procedures.** In addition to the procedures set forth in this Enforcement Policy, the dispute resolution procedures set forth at Article XII of the Declaration shall also apply (to the extent applicable to such enforcement actions).

16. **Conflicting Provisions.** If there should be a conflict between the provisions of this Enforcement Policy and the provisions of the Declaration and/or the Bylaws, the Declaration and the Bylaws shall control and take priority over this Enforcement Policy.

17. **Definitions.** Unless otherwise specified herein, the definitions contained in the Declaration and Bylaws are incorporated into this Enforcement Policy by reference.

IT IS FURTHER RESOLVED that this Covenant Enforcement and Fining Policy shall be effective as of April 6, 2010, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing policy was adopted by the Board of Directors at a meeting of same on April 6, 2010, and has not been modified, rescinded, or revoked.

DATE: 04/06/2010

Anne Hall
Secretary

Village on the Green Homeowners Association

Rules and Regulations

GENERAL HOMEOWNERS INFORMATION

These rules and regulations supersede any existing rules and regulations and general variances effective July 12, 2007 unless amended.

I OBJECTIVE

The purpose of rules and regulations is to promote and maintain the enjoyment and mandated maintenance of the community of all association members and owners property for the exclusive benefit of all association members and their authorized guests; to foster, encourage, and promote an enjoyable, stimulating and dynamic community environment and to maintain and enhance the value of each member's townhouse investment.

In addition the ownership interest in the property, every unit owner should have a personal interest and investment in the environment and well being of his or her neighbors and the status of the property.

II. ADMINISTRATION OF THE ASSOCIATION

Assessments, Dues and the Annual Budget

1. Unit owners are responsible for payment of the monthly assessment or charges and any special assessment for capital improvements with no offsets.
2. All dues and assessments are payable on the 1st of each month.
3. As stated in Article V, Section 9 a late fee of 25% together with interest from the due date at 8% per annum, will automatically be assessed on the 16th of each month.
4. The unit owner will be responsible for all charges and legal fees associated with delinquent accounts. In addition, the Homeowners Association collection Policy will apply.

Leases, Tenants and Off-Site Owners:

1. Use of the unit is restricted to resident dwellings.
2. All unit owners who are absent from their unit for more than two weeks are requested to provide the Managing Agent with an alternate address and phone number for emergency purposes.

EXHIBIT

A-2

HOMEOWNERS RESPONSIBILITIES

General

1. All toys, bicycles, recreation, furniture and similar items must be removed from the common areas, driveways, and sidewalks by sunset daily and during landscape maintenance routines.
2. No activity is permitted on the property, which might cause damage to lawns, landscaping, buildings, pavement or other property. If damage is caused to any community area or another owner's property due to actions of unit owner, a household pet, guest or occupant, the owner of unit will be responsible for repair charges as determined by the Board of Directors and or the Management Company.
3. Unreasonable noises or actions (i.e. loud music, barking dogs, wind chimes, and similar activities) or any other nuisance or illegal activity will not be permitted.
4. No addition, alterations or improvements shall be made to any unit exterior by an owner without prior written approval from the Architectural Control Committee or Board of Directors. Repairs and upkeep of any approved changes are the responsibility of the homeowner.
5. Each owner is responsible for keeping his/her unit and surrounding area clear of all rubbish debris and other unsightly materials. All trash and recyclable containers may be placed outside the area designated by the City of McKinney, the evening before the pickup day. These containers should not obstruct walkways, driveways, mailboxes and common area. Please remove these containers from the curb by dusk on trash pick up day.
6. No signage of any kind is to be displayed on the property. One standard Real Estate For Sale sign is allowed as approved by the Board.
7. Holiday decorations must be removed within 20 days following the observance of the holiday.
8. No Garage Sales are permitted unless it is included as a "Neighborhood Garage Sale", which may be held once a year.

I DOORS, LOCKS, WINDOWS

1. Peepholes or door knockers are permitted. The unit owner is responsible for maintenance and installation of locks, peep holes and door knockers.
2. Storm and screen doors may be installed with prior written permission of the ACC or Board of Directors. Storm door must be full view glass, trimmed in white or color that matches the door or door trim. Screen door must be full view and constructed in a manner approved by the ACC or Board of Directors.
3. Once the storm or screen door is approved and installed, the upkeep and maintenance of the door will be the responsibility of the unit owner. Door jambs must be painted to match the trim color of the unit.

MAINTENANCE RESPONSIBILITIES OF THE UNIT OWNER

All interior maintenance including but not limited to:

- a. Plumbing problems within the unit all the way to where the utility connects to the exterior of the building.
- b. Electrical problems with all metered circuits to the units.
- c. All television, radio, cable service, or telephone service connections.
- d. Heating and air conditioning systems.
- e. Exhaust ventilation systems.

PETS

1. Unit owners are required to abide by the laws and local ordinances with respect to licensing, caring for and controlling pets. (No more than two (2) pets allowed per unit.)
2. All pets must be leashed and attended to at all times while outside of the unit. Pet waste must be removed by the owner or guest immediately regardless of weather conditions, from the area surrounding their unit and from all other areas of the community.
3. Unit owners are responsible for the actions of their pet or the pet of anyone residing in or visiting their unit. The owners are responsible for the costs of repairing any damage to the community area caused by such a pet, including but not limited to the cost of replacing grass, bushes, other landscaped areas and pet litter removal.
4. Please be considerate and use the Pet Waste Disposal Systems that are placed in five locations throughout the property.

IV. LANDSCAPING

1. All garden hoses must be neatly rolled and placed near the water spigot when not in use. Storage of garden hoses must not interfere with the regular landscape maintenance.
2. Flowers may be planted in existing beds only. The unit owner is responsible for the maintenance and upkeep of these additional plantings.
3. No homeowner may change, alter or deviate from the original landscape plan without prior approval from the ACC or Board of Directors.
4. Unit owner must obtain written approval for front chair or benches, sculptures and other similar items from the ACC or Board of Directors.

POOL AREA RULES

1. Children are not to be left unattended.
2. No grills in pool area.
3. No glass containers or bottles
4. No pets
5. No diving
6. All children not "Potty Trained" should wear swimming diapers while in the pool.
7. No skateboards, bicycles or scooters, on the steps or in the pool area
8. **THE POOL IS FOR THE USE OF OUR RESIDENTS AND THEIR GUEST ONLY.**
9. **ALL GUESTS MUST BE ACCOMPANIED BY A RESIDENT OF VILLAGE ON THE GREEN.**
10. **POOL CODE IS CONFIDENTIAL INFORMATION, AND SHOULD NOT BE GIVEN OUT.**

HOMEOWNERS FEEDBACK

- o We always appreciate and encourage homeowners' comments and suggestions. To report an incident or homeowners violation, please contact Principal Management Group 214-368-4030.
- o All warranty repair items must be submitted to your Portrait Homes Division Office.
- o To report damage or repairs needed to your unit, please contact the managing agent at 214-368-4030. This number is answered twenty-four (24) hours a day, seven days a week for emergencies

PROCEDURES REGARDING RESALE OR LEASING OF UNITS

In the event of any resale of a Unit, the following procedures should be followed:

- 1 A written notification must be sent to the managing agent when the unit is available for resale.
- 2 If you are no longer residing in the unit, an alternate address and phone number must be provided to Principal Management Group 214-368-4030.
- 3 Units may be listed through an agent, broker or for sale by owner.
- 4 If a paid assessment letter is needed, please contact Principal Management Group 214-368-4030.
- 5 After your unit is sold, a copy of the closing statement must be sent to Principal Management Group for the name transfer of the account.
Principal Management Group
12700 Park Central Drive, Suite 600
Dallas, TX 75251

In the event of leasing of your unit, the following procedures must be followed:

1. Unit owners intending to lease their unit must provide Principal Management Group (214-368-4030) with an alternate address and phone number of the unit owner.
2. The name and phone number of the tenants residing in the unit and the length of the lease.

V. VEHICLES

1. Vehicles shall be kept in operating condition with a valid registration and inspection sticker while parked in the community.
2. Each unit owner is allocated parking spaces that are limited to your garage.
3. Vehicles may not block fire hydrants and or mailboxes
4. Residents must direct their guests to park in the allocated visitor parking area.
5. No RV's, ATV's, or commercial vehicles, trailers or boats are allowed to be parked in a community except vehicles performing homeowners' or Community services
6. Please be courteous and do not park in the street overnight.
7. The additional parking areas through the community and near the mailboxes are for picking up the mail, short term parking, and deliveries.

IT IS FURTHER RESOLVED that these Rules and Regulations are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on July 12, 2007, and has not been modified, rescinded or revoked.

Richard L. Brown 7/12/07
Signature - Authorized Board Member Date

Village of the Green
Name of Association

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VILLAGE ON THE GREEN HOMEOWNERS ASSOCIATION, INC.

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 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

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WITNESSETH:

WHEREAS, Portrait Homes - Village on the Green, L.L.C., an Illinois limited liability company ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Village on the Green," on or about December 4, 2003, at Volume 5558, Page 1467 and as Clerk's Document No. 2003-0235302 of the Real Property Records, Collin County, Texas (the "Declaration"); and

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VILLAGE ON THE GREEN HOMEOWNERS ASSOCIATION, INC.
A Texas Non-Profit Corporation

By: Anne Hall

Its: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Anne Hall, Secretary of Village on the Green Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of April, 2010.

Mary Harvey
Notary Public in and for
the State of Texas

My Commission Expires:

