

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

FIRST AMENDED DEED RESTRICTIONS

FOR

EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Whereas, the subdivision known as Emerald Forest, Phase II, a subdivision of the City of College Station, Brazos County, Texas ("Subdivision"), described by plat recorded in Volume 453, Page 905, of the Deed Records of Brazos County, Texas, is subject to the reservations, restrictions, agreements, covenants and easements ("Original Restrictions") recorded in Volume 456, Page 826, of the Deed Records of Brazos County, Texas; and

Whereas, the Owners of the Lots within the Subdivision generally support the substance and effect of the Original Restrictions, but recognize that laws, circumstances, customs, technology and building styles have changed or evolved since the Original Restrictions were established in 1980; and

Whereas confusion has arisen regarding the powers and duties of the Property Owners' Association;

Therefore the undersigned, representing a majority of the Owners of the Lots acting pursuant to and under the authority of Paragraph 20 of the Original Restrictions and in compliance with Texas Property Code §209.0041 Adoption of Amendment of Certain Dedicatory Instruments, desiring to update and replace the Original Restrictions for the benefit of the present and future Owners of said Lots, do hereby adopt and establish the following reservations, restrictions, agreements, covenants and easements to apply uniformly to the use, occupancy and conveyance of all Lots in the Subdivision, and each contract or deed which may be hereafter executed with regard to any Lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject thereto.

When recorded, the First Amended Deed Restrictions for Emerald Forest, Phase II, College Station, Texas fully restates, replaces and supersedes the Original Restrictions.

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ARTICLE 1 DEFINITIONS

Except as specifically defined, the words and phrases used herein shall have their ordinary meaning unless the context otherwise requires or prohibits. If a controversy arises as to the ordinary meaning, the definition found at *Merriam-Webster's Collegiate Dictionary* (11th ed.). (2019). Springfield, MA: Merriam-Webster Incorporated shall control. Unless otherwise specified, the singular includes the plural and the plural the singular. Any word, including pronouns, used herein and traditionally understood to be gender specific shall include any gender.

Words and phrases which are capitalized, italicized and underlined shall have the meaning provided in this Article, or in other Articles or Sections.

- 1.01 Amended Restrictions – This instrument, effective when signed by a majority of the current Owners and filed for record in the Deed Records of Brazos County, Texas.
- 1.02 Auxiliary Dwelling Unit – known as detached servant quarters in the Original Restrictions, an Auxiliary Dwelling Unit contains a kitchen, bathroom, living and sleeping areas; however, the living and sleeping areas need not be separate rooms. It has its own separate entrance; it is not accessible from the interior of the main residence.
- 1.03 Common Areas or Common Properties – any tract of land described and set forth by Developer as such and intended to be devoted to the common use and enjoyment of the owners of the Neighborhood.
- 1.04 Developer – Haldec, Inc, its successors and assigns, or such other individual or entity described in the Deed Records of Brazos County as a developer of any subdivision within the Neighborhood.
- 1.05 Fractional Ownership Interest – where a Lot is owned by two or more individuals or entities, that portion of the ownership interest, whether divided or undivided, vested in each of the record owners. By way of example, in the case where two spouses are record owners, each of an undivided ½ interest in a Lot, each spouse would have a ½ ownership interest.
- 1.06 Lot – any plot of land so designated and enumerated upon the plat of the Subdivision.
- 1.07 Member – Members of the Property Owners' Association as provided in Article 6, hereof.
- 1.08 Neighborhood – a collective term referring to the subdivisions known as Emerald Forest Phases 1-11(c), whether the phases are designated with Roman or Arabic numerals.

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- 1.09** Original Restrictions – Deed Restrictions for Emerald Forest, Phase II, College Station, Texas, recorded in Volume 456, Page 826, of the Deed Records of Brazos County, Texas.
- 1.10** Owner - the current record owner in fee simple of one Lot within the Subdivision, whether held by one or more persons or entities and whether divided or undivided, as recorded in the Deed Records of Brazos County, Texas. Notwithstanding any applicable theory of mortgage, Owner, as used herein, 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.
- 1.11** Property Owners' Association, HOA or Association – the Emerald Forest Community Improvement Association, also known as the Emerald Forest Homeowners' Association, or such similar successor charged with regulating, managing and otherwise controlling the use of the common areas within the Neighborhood.
- 1.12** Single Family Dwelling – A residential unit providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, cooking, eating and sanitation. The definition specifically excludes hospitals, clinics, commercial or professional buildings, 2-4 family dwellings, apartment houses, boarding houses and hotels, and all such structures are expressly prohibited within the Subdivision.
- 1.13** Subdivision - Emerald Forest, Phase II, College Station, Texas, according to the plat recorded in Volume 453, Page 905 of the Deed Records of Brazos County, Texas.

ARTICLE 2 IMPROVEMENTS AND LAND USE

- 2.01** COMPLIANCE WITH LOCAL LAW – Any structures erected, altered or improved within the Subdivision must comply with all local laws, ordinances and building codes, and any required building permits must be obtained. Except as otherwise specified herein, such compliance is conclusively deemed to satisfy the Subdivision's quality of construction requirements.
- 2.02** DWELLING SIZE – The livable area of each main residential structure, exclusive of open screened porches, open terraces, garages or any permitted Auxiliary Dwelling Unit shall not be less than 1800 square feet.
- 2.03** BUILDING TYPE AND LAND USE – No building shall be erected, altered, placed or permitted to remain on any lot other than one Single Family Dwelling not to exceed two and one-half stories in height and permitted accessory structures. No lot shall be used for any purpose except for single family residential purposes, including Home Occupations as defined in the Code of Ordinances, City of College Station, Supplement 5, Update 7, Adopted August 12, 2021, Part I, Subpart B, Appendix A, Article 11.

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- 2.04 FACING OF RESIDENCES** – Residences on corner lots shall face the street from which the greater building line setback is shown on the recorded plat.
- 2.05 GARAGES** – No garage (or carport) shall face and open to the street at less than a ninety (90) degree angle unless the door is located fifty (50) feet or more from the front lot line.

Garages are limited to space for a maximum of three (3) vehicles.

Garages on corner lots may open to the front or may optionally open directly towards, and have driveway access from, the streets at the sides of the lots, except that no garage shall face and open at less than a ninety (90) degree angle to the side street.

No access from garages on Lots 12-15, Block 2, or Lot 17, Block 1, will be allowed onto Emerald Parkway.

- 2.06 AUXILIARY DWELLING UNIT** – The livable area of any Auxiliary Dwelling Unit, if permitted and whether attached or detached, is limited to the larger of twenty-five percent (25%) of the livable area of the main residential structure or 600 sq ft.
- 2.07 BUILDING MATERIALS** – The main residential structures shall have not less than fifty-one percent (51%) of the exterior wall areas constructed of brick, stone, wood or fiber cement products.
- 2.08 TEMPORARY STRUCTURES** – No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
- 2.09 LOT AREA AND WIDTH** – Lots may be re-subdivided into building sites comprised of one or more lots as platted, provided that no dwelling shall be erected or placed upon any building site having a width less than sixty (60) feet at minimum building setback line or having an area less than 9500 square feet.
- 2.10 BUILDING LOCATION** – No building or fence shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line, unless a city ordinance regulating the property permits the front building line to be less than twenty-five (25) feet, in which instance the city ordinance front building line setback would apply, nor shall any residential building be located nearer than fifteen (15) feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than twenty-five (25) feet to the rear lot line or nearer than seven feet six inches (7 ft, 6 in) to any side lot line. For the purpose of this covenant, eaves, steps and uncovered porches shall not be considered a part of the building.

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No fence, wall, stoop or other detached structure shall be erected or maintained on any part of any lot forward of the front or side building line of any corner lot on side facing street. No chain link or wire constructed fences shall be erected on any properties whatsoever located in the Subdivision.

- 2.11 ARCHITECTURAL CONTROL** – An instrument, creating and defining the powers and duties of an Architectural Committee comprising an odd number of not less than three nor more than seven voting members, may be executed by a majority of the then Owners of the Lots within the Subdivision. If created, a recorded ownership interest in at least one Lot within the Subdivision is a requirement to serve as a voting member of the Committee; however, the Committee may appoint advisory members from without the Subdivision. Prior to taking effect, the executed agreement, and the contact information for at least one member, shall be filed for record.

Any authority established under this Section is subject to revocation at the option of a majority of the then Owners of the Lots within the Subdivision, which revocation shall be effective when executed by the requisite number of Owners and filed for record in the Deed Records of Brazos County, Texas.

- 2.12 OIL AND MINING OPERATIONS** – No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot; nor shall wells, tanks, tunnels, mineral excavations or shafts in support of oil or mining operations be permitted upon or in any lot; nor shall any derrick or other structure designed for use in boring for oil or natural gas be erected, maintained or permitted on any lot.

- 2.13 LAND NEAR PARKS AND WATER COURSES** – No building shall be placed nor shall any material or refuse be placed or stored on any lot within 7 ½ feet of the property line of any parks or of the edge of any open water courses, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. Any culvert or bridge constructed in or over any water course, including any drainage ditch, shall permit the free flow of water through or under the structure sufficient for proper drainage. If a culvert, it shall be a minimum of 18 inches in diameter and of concrete pipe.

- 2.14 SEWAGE DISPOSAL AND WATER SUPPLY** – Each Owner must use the water and sewer services provided by the City of College Station or such other government body authorized to provide such services. No water well, except as permitted by the City of College Station and used exclusively for lawn and garden irrigation, and no cesspool or other individual sewage system shall be constructed or used on any lot.

- 2.15 ANIMALS** – Normal household pets, as defined in the Code of Ordinances, City of College Station, Supplement 5, Update 7, adopted August 12, 2021, Part I, Subpart A, Chapter 6, Sec. 6-7 are permitted; however, keeping more than two dogs and two cats is prohibited within the Subdivision even if a permit to exceed this number has

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been granted by the City of College Station. Commercial breeding of animals is prohibited. All other animals are prohibited.

ARTICLE 3 GENERAL PROVISIONS

- 3.01 YARD APPEARANCE** – All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material and equipment except for normal residential requirements, incidental to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish. All clothes lines, yard equipment, woodpiles or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from a view of neighboring lots, streets or other property.
- 3.02 DRAINAGE** – All drainage areas through Lots shall be maintained in the same manner as the rest of the yard, shall be kept neat and mowed, and shall be unobstructed at all times.
- 3.03 GARBAGE AND REFUSE DISPOSAL** – No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and 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.
- 3.04 NUISANCES** – No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 3.05 SIGNS** – No signs of any kind shall be displayed to the public view on any Lot, with the following exceptions:
- One sign, maximum of eight square feet, advertising the property for sale or rent.
 - Political signs, limited to one sign per candidate or measure, not larger than four feet by six feet and displayed not earlier than 90 days nor later than 10 days after the date of the election to which the sign relates.
 - Congratulatory signs not more than six square feet commemorating academic or extracurricular achievement or involvement, or special occasions.
 - Signs not more than one square foot indicating security monitoring.
- 3.06 PARKING OF VEHICLES** – Overnight parking of vehicles or trailers owned by or under the control of residents of said installment is prohibited on the public streets within the Subdivision.

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ARTICLE 4 ENFORCEMENT

- 4.01** Enforcement of any restriction which mirrors the Ordinances of the City of College Station shall lie exclusively with the code enforcement division of the City.
- 4.02** The covenants, reservations, easements and restrictions set out herein, which are more restrictive than provisions of city ordinance, are for the benefit of the Owners, their heirs, successors and assigns, and equally for the benefit of any subsequent Owner(s) of any Lot(s) in the Subdivision. Accordingly, all of the covenants, restrictions, easements and reservations contained herein shall be construed to be covenants running with the land, with enforcement at law or in equity lying exclusively with the Owner(s) of Lot(s) in the Subdivision, acting individually or in concert.
- 4.03** ALTERNATIVE DISPUTE RESOLUTION ENCOURAGED – To promote harmony among the Owners, the use of mediation, arbitration or other alternative dispute resolution processes to find a mutually acceptable solution is encouraged.
- 4.04** LOSER PAYS – If any enforcement action is brought in civil court to compel compliance with the Amended Restrictions, the prevailing party is entitled to recover all reasonable costs incurred in prosecuting or defending the action. In the event that each party prevails only in part, the court is empowered to award costs at its discretion.

ARTICLE 5 LEGAL

- 5.01** TERMS – The Amended Restrictions are effective upon recording by the County Clerk of Brazos County Texas, are to run with the land and shall be binding on all Owners of Lots in the Subdivision, and all persons claiming under them for twenty (20) years, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

These Amended Restrictions may be amended, altered, rescinded or modified only by instrument signed by at least sixty-seven percent (67%) of the then Owners of Lots in the Subdivision, subject to the provisions of Sections 5.06 and 5.07 herein, and filed for record in Brazos County, Texas. Notwithstanding any contrary theory, the Lots in the Subdivision will not be subject to any dedicatory instrument purporting to establish a uniform set of restrictions for the Neighborhood unless signed by at least sixty-seven percent (67%) of the then Owners of Lots in the Subdivision, fully compliant with the provisions of this Article for amending, altering, rescinding or modifying the Amended Restrictions.

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- 5.02 RIGHTS OF MORTGAGEE** – Any violation of any of the easements, agreements, restrictions or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of trust outstanding against the lot at any time that the easements, agreements, restrictions, reservations or covenants are violated.
- 5.03 RESERVATIONS AND EASEMENTS** – The following reservations and easements shall be considered a part of and be constructed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots in the Subdivision.

It is agreed and understood that the title conveyed to any lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric light, electric power or telegraph or telephone lines, poles or conduits, or any other utilities or appurtenances thereto constructed by the original developers of the Subdivision or any public utility companies through, along or upon any portion of the hereinabove mentioned streets, drives, lands, roads, easements and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances is hereby expressly reserved by the Subdivision.

There are dedicated and reserved permanent and unobstructed easements as shown on the recorded plat of the Subdivision across certain designated portions of various lots therein upon, under and through which to construct and maintain drainage easements, water, gas, telephone and electric light services and other public utilities, which said easements shall be a burden and charge against such lots in the Subdivision, by whomsoever owned, and there is also dedicated and reserved an unobstructed aerial easement for utilities five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to all easements shown on the above mentioned recorded plat.

- 5.04 SAVINGS AND SEVERABILITY** – Where any one of these covenants, reservations, easements and restrictions are made invalid by ordinance, statute or court decision, and can be saved by conforming to applicable law, such conformity shall be automatic.

If the offending covenant, reservation, easement or restriction cannot be made to conform to law, it shall be deemed stricken in its entirety.

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements or restrictions shall in nowise affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

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- 5.05 EXISTING VIOLATIONS** – If any improvement or land use, existing at the time these Amended Restrictions are filed of record in the Deed Records of Brazos County, is found to be in violation of the Original Restrictions or the Amended Restrictions, such non-compliant improvement or land use shall be deemed to be permitted by virtue of variance granted to the current Owner, whether or not any record of such variance exists.

Any existing non-compliant improvement is grandfathered in perpetuity unless said improvement is condemned by government authority for neglect or disrepair, or unless the improvement is the subject of voluntary demolition. Any existing non-compliant improvement may be repaired, restored or rebuilt in the event it is damaged or destroyed by fire, natural disaster, civil unrest or other insurable event.

Any non-compliant land use, grandfathered under this provision, may continue so long as the lot is owned by at least one of the parties holding a recorded interest in the lot at the time these Amended Restrictions are adopted and recorded; the deemed variance for non-compliant land use shall not survive complete change of ownership.

It is the responsibility of the Owner, if challenged, to provide evidence that the non-compliant condition existed at the time these Amended Restrictions were adopted and recorded.

- 5.06 EFFECT OF FRACTIONAL OWNERSHIP INTERESTS** - Where any action requires agreement of a stated percentage of the Owners, and record ownership of any Lot is vested in two or more individuals or entities, each individual or entity is empowered to provide or withhold his or her assent to the question, as expressed in terms of the portion of the Lot owned. The assenting Fractional Ownership Interests may be aggregated and counted toward the total number of Owners required.
- 5.07 EVIDENCE OF OWNER AGREEMENT** – Requisite agreement specified in Sections 2.11, 5.01, 5.06 and/or 6.01 must be evidenced by signature, manually applied and acknowledged in the presence of a Notary Public. A signature applied pursuant to a duly executed and recorded Power of Attorney is recognized as evidence of an Owner's agreement; however, in no case will a signature offered under a Proxy Statement be so recognized.

ARTICLE 6 PROPERTY OWNERS' ASSOCIATION

- 6.01 MEMBERSHIP AND PURPOSE OF THE PROPERTY OWNER'S ASSOCIATION** – Each Owner of a Lot within the Subdivision is a member of the Property Owners' Association, and subject to these covenants. The purpose of the Association is to

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regulate, manage and otherwise control the use of the Common Areas within the Neighborhood and such other activities within the Neighborhood as may from time to time be agreed upon by the membership; however, the powers of the Association may not be extended to regulate, manage or otherwise control the use or improvement of lots within the Subdivision, except by amendment to these Amended Restrictions as provided in Section 5.01. Without limiting other prohibitions on its authority, the Association is specifically prohibited from exercising any powers of architectural control within the Subdivision. The Association may intervene to enforce the land use, improvement and/or general provisions of these Amended Restrictions or any subsequent amendment to the Subdivision's restrictions if, and only if, one or more Owner(s) of Lot(s) within the Subdivision specifically request such intervention. No management company employed by the Association to assist in the discharge of Association duties may impose additional restrictions upon the Owners and/or Lots in the Subdivision, whether by enactment of company policy or otherwise.

The powers of the Association "to regulate, manage [or] otherwise control . . . other activities within the Neighborhood" do not extend to activities occurring wholly on one or more Lots within this Subdivision, nor do they imply power over public streets used for access or necessary parking for such activities.

- 6.02** EXISTING PROPERTY AND ADDITIONS TO EXISTING PROPERTY – The real property which is held, transferred, sold, conveyed and occupied subject to this Article is located in the State of Texas, County of Brazos, and is described in instruments filed for record expressly subjecting said property to the terms and conditions of this Article. The Developer has fully developed the Neighborhood. Notwithstanding any theory or interpretation of the phrase, "the Developer, its successors and assigns," the Association is not empowered to bring additional properties within the scheme of this Article.
- 6.03** MEMBERSHIP – Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.
- 6.04** VOTING RIGHTS – Members (formerly known as Class A Members) shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 6.03. When more than one person or entity holds such interest or interests in any Lot all such persons shall be Members, and 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 such Lot. If permitted by the Association's by-laws and regulations, fractional votes may be cast according to the Fractional Ownership Interest held by each Member.

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- 6.05 MEMBERS MEETING** – There shall be an annual meeting of the Members of the Association, at a time and place provided in the Bylaws or Regulations of the Association. The Board of Directors of the Association shall notify all members at least one week in advance of the meeting.
- 6.06 BOARD OF DIRECTORS** – The Board of Directors of the Association shall consist of an odd number of persons, not less than three nor more than nine, unless expanded by a vote of a majority of the Members voting either in person or by proxy at the annual meeting of the Members. The Board of Directors shall be responsible for the affairs of the Association and shall adopt such Bylaws and Regulations as necessary to carry out its functions, but cannot adopt Bylaws or Regulations which are contrary to these Amended Restrictions.

ARTICLE 7

COVENANT FOR MAINTENANCE ASSESSMENTS

- 7.01 RENEWAL AND EXTENSION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Lien and Personal Obligation of Assessments created by the Developer for each Lot in the Neighborhood is renewed and extended and each current or future Owner of any Lot by acceptance of a deed therefor, whether or not expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association; (1) monthly assessments and charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the Owner of such Lot at the time of the assessment. The Association is not authorized to impose liens upon the Lots or any personal obligation against the Owners for any other purpose.
- 7.02 EFFECT OF NON-PAYMENT OF ASSESSMENT; PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION** – If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the 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.

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If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, any such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Upon demand and at any time, the Association shall furnish to any Owner liable for said assessments a certificate in writing, signed by an officer of the Association or an employee of a management company delegated by the Association to maintain its books and records, 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.

7.03 SUBORDINATION OF THE LIEN TO MORTGAGES – The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

7.04 PURPOSE OF ASSESSMENT – 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 Neighborhood through the improvements and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common 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 the cost of providing private security patrols to the extent permitted by the City of College Station and authorized by the Members at the annual meetings of the Association. The Association is specifically prohibited from using assessments, either monthly or special, for the repair, maintenance or replacement of any property which is privately owned.

7.05 BASIS OF ASSESSMENT – There shall be a uniform monthly assessment levied against each Lot in the Neighborhood. Any special assessment shall be levied and apportioned uniformly against each Lot in the Neighborhood.

7.06 MAXIMUM MONTHLY ASSESSMENT – The Association may establish the maximum monthly assessment for any year with the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this

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purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Increases in the maximum monthly assessment may not be applied retroactively.

The Board of Directors of the Association may, after consideration of current maintenance costs and further needs of the Association, fix the annual assessment for any period year at a lesser amount.

- 7.07 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS** – In addition to the monthly assessments authorized by Section 7.05, the Association may levy in any assessment year a special assessment, 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 (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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

- 7.08 QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 7.06 or 7.07** – If a meeting, other than the annual meeting described in Section 6.05, is called for the purpose of enacting any increase in maximum monthly assessment, or any special assessment, the presence at the meeting of Members, or their proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, the resolution increasing the maximum monthly assessment, or special assessment, may not be taken up until the next annual meeting described in Section 6.05.

- 7.09 EXEMPT PROPERTY** – The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:
- All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
 - All Common Properties described in Article I, Section 1.03
 - Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

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ARTICLE 8

PROPERTY RIGHTS IN THE COMMON PROPERTIES

8.01 MEMBERS' EASEMENTS OF ENJOYMENT – Subject to the provisions of Section 8.03, every Member shall have a 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.

This applies to both existing and additional lands, in that all the Common Property is for the use of all Members when and if said land is developed in accordance with the provisions contained herein.

8.02 TITLE TO COMMON PROPERTIES – Title to the Common Properties is presumed to have been conveyed to the Association by the Developer.

8.03 EXTENT OF MEMBERS' EASEMENTS – The Members' rights and easements of enjoyment in the Common Properties is 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. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued employment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- b) The right of the Association to take such steps, as reasonably necessary to protect the above-described properties from foreclosure; and
- c) 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
- d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

ADOPTED, ESTABLISHED and FILED FOR RECORD on this
the 19th day of September 2022.

FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Carol Kamps Holtzapfle Mark Thomas Holtzapfle

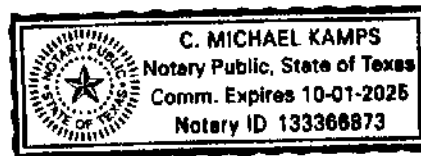
Record owner(s) of Lot 6, Block 1, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, C. MICHAEL KAMPS, notary public, State of Texas, on this day, personally
appeared CAROL KAMPS HOLTZAPFLE, MARK THOMAS HOLTZAPFLE known to
me or ~~proved to me through~~ _____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 20TH day of FEBRUARY 22

C. MICHAEL KAMPS
Notary Public, State of Texas



[Signature]

J. H. Mabe

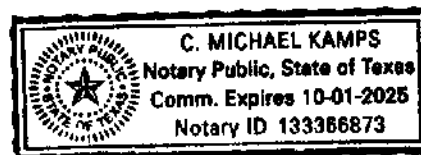
Record owner(s) of Lot 7, Block 2, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, C. MICHAEL KAMPS, notary public, State of Texas, on this day, personally
appeared CHRISTY JO AND JAMES HENRY MABE, known to
me or proved to me through DL, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 6TH day of MARCH 2022

[Signature]
Notary Public, State of Texas



FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Aaron Lewis Ruby A. Lewis

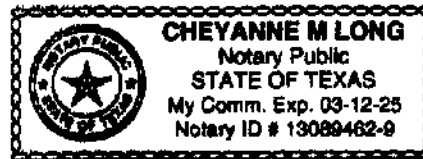
Record owner(s) of Lot 12, Block 1, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, Cheyenne Long, notary public, State of Texas, on this day, personally
appeared Aaron Lewis and Ruby Lewis, known to
me or proved to me through TXDL, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 9 day of Mar, 2022.

Cheyenne Long
Notary Public, State of Texas



Karen Hoelker
Notary Public, State of Texas

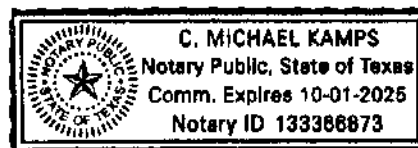
Record owner(s) of Lot 14, Block 2, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, C. Michael Kamps, notary public, State of Texas, on this day, personally
appeared Karen Hoelker and Aaron Hoelker, known to
me or proved to me through TX DL, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 26th day of MARCH, 2022.

C. Michael Kamps
Notary Public, State of Texas



FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

ROBERT C. DAVIS

[Signature]

Record owner(s) of Lot 13, Block 1, Emerald Forest, Phase II, City of College Station, Brazos County, Texas

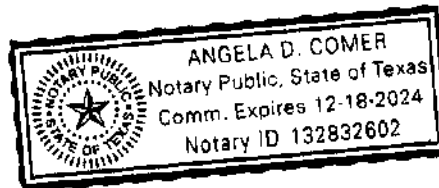
STATE OF TEXAS
COUNTY OF BRAZOS

Before me, Angela D Comer, notary public, State of Texas, on this day, personally appeared Robert C Davis, known to me or proved to me through Government ID, to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for the purposes and consideration expressed herein.

Given under my hand and seal of office this 28 day of March, 2022

Angela D Comer

Notary Public, State of Texas



[Signature]

Record owner(s) of Lot 6, Block 2, Emerald Forest, Phase II, City of College Station, Brazos County, Texas

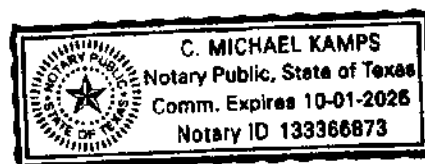
STATE OF TEXAS
COUNTY OF BRAZOS

Before me, C. MICHAEL KAMPS, notary public, State of Texas, on this day, personally appeared CHARLES CATES, known to me or proved to me through TX DL, to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for the purposes and consideration expressed herein.


Given under my hand and seal of office this 28th day of April, 2022

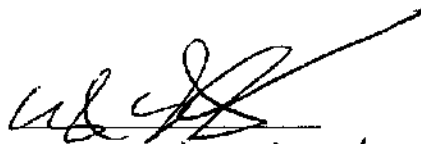
[Signature]

Notary Public, State of Texas



FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS


Mark Schinzel

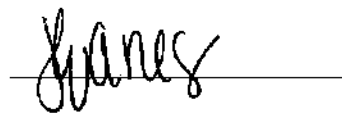

Crystal Schinzel

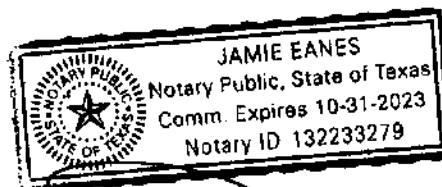
Record owner(s) of Lot 7, Block 1, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, Jamie Eanes, notary public, State of Texas, on this day, personally
appeared Mark + Crystal Schinzel, known to me or proved to me through
Driver's Licenses, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 21 day of March, 2022.


Notary Public, State of Texas



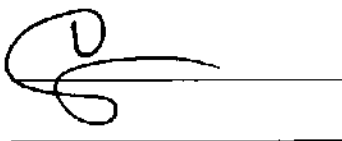


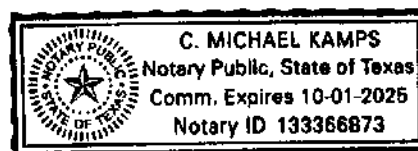
Record owner(s) of Lot 15, Block 2, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, C. Michael Kamps, notary public, State of Texas, on this day, personally
appeared Jaime and Lonnie Griffin, known to me or proved to me through
TX DLs, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 26th day of MARCH 2022.


Notary Public, State of Texas



FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Record owner(s) of Lot _____, Block _____, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, _____, notary public, State of Texas, on this day, personally
appeared _____, known to
me or proved to me through _____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas

Record owner(s) of Lot _____, Block _____, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, _____, notary public, State of Texas, on this day, personally
appeared _____, known to
me or proved to me through _____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas

FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Record owner(s) of Lot _____, Block _____, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

**STATE OF TEXAS
COUNTY OF BRAZOS**

Before me, _____, notary public, State of Texas, on this day, personally
appeared _____, known to me or proved to me through
_____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this _____ day of _____, 20_____.

Notary Public, State of Texas

Record owner(s) of Lot _____, Block _____, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

**STATE OF TEXAS
COUNTY OF BRAZOS**

Before me, _____, notary public, State of Texas, on this day, personally
appeared _____, known to me or proved to me through
_____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this _____ day of _____, 20_____.

Notary Public, State of Texas

FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Ryan F. Becker
Ryan F. Becker

Kari J. Keller Becker
Kari J. Keller Becker

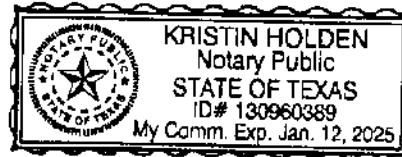
Record owner(s) of Lot 2, Block 2, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, Kristin Holden, notary public, State of Texas, on this day, personally
appeared Ryan Becker & Kari Becker, known to me or proved to me through
TXDL, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 24th day of August, 2022.

Kristin Holden
Notary Public, State of Texas



Record owner(s) of Lot _____, Block _____, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, _____, notary public, State of Texas, on this day, personally
appeared _____, known to me or proved to me through
_____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas

FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Janet KillianBilly Killian

Record owner(s) of Lot 8, Block 2, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

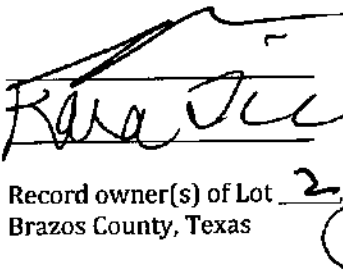
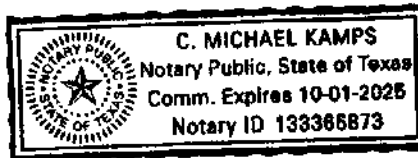
STATE OF TEXAS
COUNTY OF BRAZOS

Before me, C. MICHAEL KAMPS, notary public, State of Texas, on this day, personally
appeared JANET KILLIAN AND BILLY KILLIAN, known to
me or proved to me through TX DLS, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 26th day of MARCH, 2022



Notary Public, State of Texas



Record owner(s) of Lot 2, Block 1, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

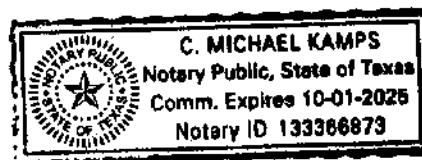
STATE OF TEXAS
COUNTY OF BRAZOS

Before me, C. MICHAEL KAMPS, notary public, State of Texas, on this day, personally
appeared BRADSEN M. TILLEY AND KARA G. TILLEY, known to
me or proved to me through TX DLS, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 4th day of SEPTEMBER, 2022



Notary Public, State of Texas



FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Joe Ferrer

Record owner(s) of Lot 1, Block 17, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

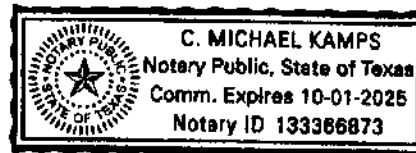
STATE OF TEXAS
COUNTY OF BRAZOS

Before me, C. MICHAEL KAMPS, notary public, State of Texas, on this day, personally
appeared JOSEPH FERRER, known to
me or proved to me through TX DL, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 27TH day of MARCH, 2022

[Signature]

Notary Public, State of Texas



Record owner(s) of Lot _____, Block _____, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, _____, notary public, State of Texas, on this day, personally
appeared _____, known to
me or proved to me through _____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas

FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Jean C. Pearson

Record owner(s) of Lot 10, Block 2, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

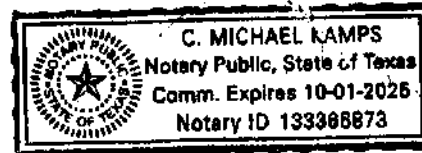
STATE OF TEXAS
COUNTY OF BRAZOS

Before me, C. MICHAEL KAMPS, notary public, State of Texas, on this day, personally
appeared JEAN DELCARMEN PEARSON, known to me or proved to me through
TX DL, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 17TH day of SEPTEMBER 2022

[Signature]

Notary Public, State of Texas



Record owner(s) of Lot _____, Block _____, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, _____, notary public, State of Texas, on this day, personally
appeared _____, known to me or proved to me through
_____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas

FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Mary E. Jacobs Timothy Jacobs

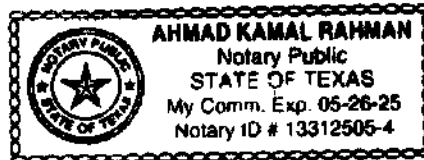
Record owner(s) of Lot 12 Block 2, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, Ahmad Kamal Rahman, notary public, State of Texas, on this day, personally
appeared Mary E. Jacobs and Timothy Jacobs, known to
me or proved to me through Driver Licenses to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 14 day of 09, 2022.

A. Kamal
Notary Public, State of Texas



Record owner(s) of Lot _____, Block _____, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, _____, notary public, State of Texas, on this day, personally
appeared _____, known to
me or proved to me through _____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this _____ day of _____, 20____.

INTENTIONALLY
Notary Public, State of Texas

FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Charles F. Dugas

Elizabeth Grogan

Record owner(s) of Lot 13, Block 2, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

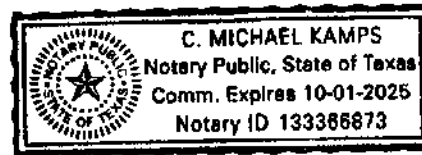
STATE OF TEXAS
COUNTY OF BRAZOS

Before me, C. MICHAEL KAMPS, notary public, State of Texas, on this day, personally
appeared CHARLES FELDER GUGANUS AND ELIZABETH GUGANUS, known to me or proved to me through
TX DL, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 17TH day of SEPTEMBER, 2022.

[Signature]

Notary Public, State of Texas



Record owner(s) of Lot _____, Block _____, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, _____, notary public, State of Texas, on this day, personally
appeared _____, known to me or proved to me through
_____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas

FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Vicki H. Stevens Sidney Stevens

Record owner(s) of Lot 1, Block 11, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

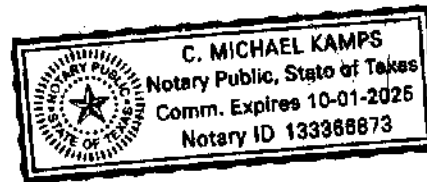
STATE OF TEXAS
COUNTY OF BRAZOS

Before me, C. MICHAEL KAMPS, notary public, State of Texas, on this day, personally
appeared VICKI STEVENS AND SIDNEY HARVARD STEVENS, known to
me or proved to me through TX DL, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 17TH day of SEPTEMBER 2022

[Signature]

Notary Public, State of Texas



Record owner(s) of Lot _____, Block _____, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, _____, notary public, State of Texas, on this day, personally
appeared _____, known to
me or proved to me through _____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this _____ day of _____, 20____.

INTENTIONALLY

Notary Public, State of Texas

BEANK

FIRST AMENDED DEED RESTRICTIONS FOR EMERALD FOREST, PHASE II, COLLEGE STATION, TEXAS

Leslie E. Ruyle

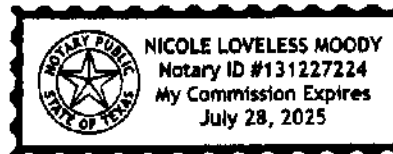
Record owner(s) of Lot 4, Block 2, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

**STATE OF TEXAS
COUNTY OF BRAZOS**

Before me, Nicole Loveless-Moody, notary public, State of Texas, on this day, personally
appeared Leslie Ruyle, known to
me or proved to me through Texas Drivers Licence, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this 19th day of September, 2022.

Nicole Loveless-Moody
Nicole Loveless-Moody
Notary Public, State of Texas



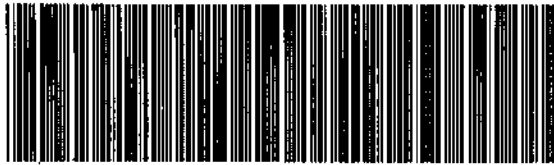
Record owner(s) of Lot _____, Block _____, Emerald Forest, Phase II, City of College Station,
Brazos County, Texas

**STATE OF TEXAS
COUNTY OF BRAZOS**

Before me, _____, notary public, State of Texas, on this day, personally
appeared _____, known to
me or proved to me through _____, to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and who acknowledged that he/she/they executed the same for
the purposes and consideration expressed herein.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas



VG-267-2022-1483952

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1483952

Volume : 18231

Real Property Recordings

Recorded On: September 19, 2022 10:42 AM

Number of Pages: 30

" Examined and Charged as Follows: "

Total Recording: \$141.00

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

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

File Information:

Document Number: 1483952
Receipt Number: 20220919000042
Recorded Date/Time: September 19, 2022 10:42 AM
User: Mary G
Station: CCLERK10

Record and Return To:

Carol Holtzapple
8601 Rosewood Drive

COLLEGE STATION TX 77845



**STATE OF TEXAS
COUNTY OF BRAZOS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX