

**AMENDED, RESTATED AND CONSOLIDATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
EMERALD FOREST**

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STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

This AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EMERALD FOREST (“**Declaration**”) is made effective as to the property in Emerald Forest Phase 1, Phase 3, Phase 4, Phase 5, Phase 7, Phase 8, Phase 9, Phase 10, and Phase 11 as of the date of recording in the Official Public Record of Brazos County, Texas.

**RECITALS**

WHEREAS, that instrument entitled “Deed Restrictions” for Emerald Forest, Phase I, College Station, Texas, was recorded in Volume 413, Page 15, Deed Records, Brazos County, Texas, covering Emerald Forest Phase I, as described by plat recorded in Volume 412, Page 223, of the Deed Records of Brazos County, Texas (the “**Phase 1 Restrictions**”);

WHEREAS, that instrument entitled “Deed Restrictions” for Emerald Forest, Phase II, College Station, Texas, was recorded in Volume 456, Page 836, Deed Records, Brazos County, Texas, covering Emerald Forest Phase II, as described by plat recorded in Volume 453, Page 907, of the Deed Records of Brazos County, Texas (the “**Phase 2 Restrictions**”);

WHEREAS, that instrument entitled “Deed Restrictions” for Emerald Forest, Phase III, College Station, Texas, was recorded in Volume 485, Page 808, Deed Records, Brazos County, Texas, covering Emerald Forest Phase III, as described by plat recorded in Volume 484, Page 657, of the Deed Records of Brazos County, Texas, as amended by the restrictions applicable only to Lots 7-17, Block One (1) of Emerald Forest, Phase III, recorded in Volume 501, Page 738, of the Deed Records of Brazos County, Texas, and re-filed in Volume 1043, Page 616 of the Deed Records of Brazos County, Texas to add additional signatures (the “**Phase 3 Restrictions**”);

WHEREAS, that instrument entitled “Deed Restrictions” for Emerald Forest, Phase IV, College Station, Texas, was recorded in Volume 519, Page 14 of the Deed Records of Brazos County, Texas, as corrected by that instrument entitled “Corrected Deed Restrictions” for Emerald Forest, Phase VI, recorded in Volume 519, Page 485, Deed Records, Brazos County, Texas, covering Emerald Forest Phase IV, as described by plat recorded in Volume 519, Page 372, of the Deed Records of Brazos County, Texas (the “**Phase 4 Restrictions**”);

WHEREAS, that instrument entitled “Deed Restrictions” for Emerald Forest, Phase V, College Station, Texas, was recorded in Volume 519, Page 25, Deed Records of Brazos County, Texas and re-recorded in Volume 531, Page 568, Deed Records, Brazos County, Texas, covering Emerald Forest Phase V, as described by plat recorded in Volume 530, Page 663, of the Deed Records of Brazos County, Texas (the “**Phase 5 Restrictions**”);

WHEREAS, that instrument entitled "Deed Restrictions" for Emerald Forest, Phase VI, College Station, Texas, was recorded in Volume 531, Page 557, Deed Records, Brazos County, Texas, covering Emerald Forest Phase VI, as described by plat recorded in Volume 530, Page 665, of the Deed Records of Brazos County, Texas (the "**Phase 6 Restrictions**");

WHEREAS, that instrument entitled "Deed Restrictions" for Emerald Forest, Phase VII, College Station, Texas, was recorded in Volume 605, Page 151, Deed Records, Brazos County, Texas, covering Emerald Forest Phase VII, as described by plat recorded in Volume \_\_\_, Page \_\_\_, of the Deed Records of Brazos County, Texas (the "**Phase 7 Restrictions**");

WHEREAS, that instrument entitled "Deed Restrictions" for Emerald Forest, Phase VIII, College Station, Texas, was recorded in Volume 1583, Page 295, Deed Records, Brazos County, Texas, covering Emerald Forest Phase VIII, as described by plat recorded in Volume 1581, Page 323, of the Deed Records of Brazos County, Texas (the "**Phase 8 Restrictions**");

WHEREAS, that instrument entitled "Deed Restrictions" for Emerald Forest, Phase 9, College Station, Texas, was recorded in Volume 2080, Page 12, Deed Records, Brazos County, Texas, covering Emerald Forest Phase 9, as described by plat recorded in Volume 2075, Page 91, of the Deed Records of Brazos County, Texas (the "**Phase 9 Restrictions**");

WHEREAS, that instrument entitled "Deed Restrictions" for Emerald Forest, Phase 10, College Station, Texas, was recorded in Volume 2388, Page 173, Deed Records, Brazos County, Texas, covering Emerald Forest Phase 10, as described by plat recorded in Volume 2379, Page 333, of the Deed Records of Brazos County, Texas (the "**Phase 10 Restrictions**");

WHEREAS, that instrument entitled "Declaration of Covenants and Restrictions for Emerald Forest, Phase Eleven, College Station, Texas," was recorded in Volume 4601, Page 83, under Document No. 00774542 of the Official Records of Brazos County, Texas, covering Emerald Forest Phase 11, as described by plat recorded in Volume 4580, Page 196, of the Official Records of Brazos County, Texas, as amended by that instrument entitled, "First Amendment to Restrictions of Emerald Forest, Phase Eleven, College Station, Texas," recorded in Volume 4800, Page 104, under Document No. 00786482 of the Official Records of Brazos County, Texas, and as supplemented by that instrument entitled, "First Supplement to Restrictions of Emerald Forest, Phase Eleven, College Station, Texas (Phase 11-C)," recorded in Volume 5736, Page 209, under Document No. 008377794 of the Official Records of Brazos County, Texas, and further supplemented by that instrument entitled, "Second Supplement to Restrictions of Emerald Forest, Phase Eleven, College Station, Texas (Phase 11-B)," recorded in Volume 5762, Page 163, under Document No. 00839404 of the Official Records of Brazos County, Texas, (the "**Phase 11 Restrictions**");

WHEREAS, the Phase 1 Restrictions, Phase 3 Restrictions, Phase 4 Restrictions, Phase 5 Restrictions, Phase 7 Restrictions, Phase 8 Restrictions, Phase 9 Restrictions, Phase 10 Restrictions, and Phase 11 Restrictions, along with any amendments or supplements thereto, shall be collectively referred to herein as the "**Restrictions**";

WHEREAS, the property restricted by the Restrictions, including any additional plats,

amended plats, supplemental plats, or replats thereto, shall be collectively referred to herein as the “**Property**” or the “**Subdivision**”;

WHEREAS, the restrictions for each phase of the Property may be altered, rescinded, or modified in whole or in part by an instrument signed by a majority of the current Owners of the Lots in that respective phase of the Property, and recorded in Brazos County, Texas;

WHEREAS, the Owners of Property in Phase 1, Phase 3, Phase 4, Phase 5, Phase 7, Phase 8, Phase 9, Phase 10, and Phase 11 (the “**Amending Phases**”) desire to amend, restate and consolidate the Restrictions of the Amending Phases into one instrument by adopting this Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions of Emerald Forest;

WHEREAS, as of the date of the filing of this instrument, the Owners of property in Phase 2 and Phase 6 have not voted to adopt this Declaration and remain restricted by previously filed restrictions;

WHEREAS the Owners in the Amending Phases further desire to continue and carry out the uniform plan for the improvement, development and sale of the Property that was established by the Restrictions for the benefit of the present and future Owners of the Property;

WHEREAS, when recorded, this Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions of Emerald Forest shall fully restate, replace, and supersede the prior Restrictions as to the Amending Phases.

NOW, THEREFORE, a majority of the Owners in the Amending Phases of Emerald Forest, hereby approve and adopt this Declaration and declare all of the Property in the Amending Phases shall be held, sold, conveyed and occupied subject to the following covenants, conditions, easements, restrictions, liens, and charges which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each Owner.

**ARTICLE I**  
**DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings hereinafter specified:

1.01. **ARCHITECTURAL REVIEW COMMITTEE**. “Architectural Review Committee” shall mean the committee created by the Board to review and approve plans for the exterior construction or modification of Improvements on the Property.

1.02. **ARCHITECTURAL GUIDELINES**. “Architectural Guidelines” shall mean the guidelines adopted by the Board of Directors, as the same may be amended from time to time.

1.03. **ARTICLES**. “Articles” shall mean Articles of Incorporation of Emerald Forest Community Improvement Association, as that instrument may be amended from time to time.

1.04. ASSESSMENT. "Assessment" or "Assessments" shall mean such annual and special assessments as may be levied by the Association under the terms and provisions of the Declaration.

1.05. ASSOCIATION. "Association" shall mean Emerald Forest Community Improvement Association, a Texas nonprofit corporation, which may do business under the assumed name Emerald Forest Homeowners Association.

1.06. BOARD. "Board" shall mean the Board of Directors of the Association.

1.07. BYLAWS. "Bylaws" shall mean the Bylaws of the Association, which may be from time to time amended by the Board of Directors.

1.08. COMMON PROPERTIES. "Common Properties" shall mean any land conveyed, leased, dedicated, or assigned to the Association, with the Association's consent, for maintenance and operation, including, but not limited to, easements, roads, entryways, roadways, rights-of-ways, parkways, median strips, sidewalks, parks, recreational areas, pavilions, walking trails, tennis courts, swimming pools, water features, trails, paths, ponds, creeks, or lakes within the Property.

1.09. DECLARATION. "Declaration" shall mean this instrument as it may be amended from time to time.

1.10. DEDICATORY INSTRUMENTS. "Dedicatory Instruments" shall mean all Dedicatory Instruments as that term is defined in the Texas Property Code. It includes but is not limited to this Declaration, as the same may be amended from time to time, the Emerald Forest Rules, Architectural Guidelines, Articles of Incorporation, Bylaws, and any other policies or rules of the Association as the same are in effect from time to time.

1.11. EMERALD FOREST RULES. "Emerald Forest Rules" or "Rules" shall mean the collective rules, regulations, and policies adopted by the Board as the same may be amended from time to time.

1.12. IMPROVEMENT. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to residences, buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, pole signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities. This definition does not include interior renovations.

1.13. LOT. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a recorded plat of the Property, together with all Improvements located thereon.

1.14. MEMBER. "Member" or "Members" shall mean any person(s), entity, or entities holding membership rights to the Association. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration shall automatically Amended, Restated and Consolidated Declaration for Emerald Forest

be a Member of the Association. Membership shall be appurtenant to and shall run with the land, and may not be severed from or in any way transferred, pledged, mortgaged, or alienated separately from a Lot.

1.15. MORTGAGE. "Mortgage" or "Mortgages" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.16. MORTGAGEE. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.17. OWNER. "Owner" or "Owners" shall mean a person or persons, entity, or entities holding a fee simple interest in any Lot on the Property but shall not include a Mortgagee.

1.18. PLANS AND SPECIFICATIONS. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.19. PROPERTY OR SUBDIVISION. "Property" or "Subdivision" shall mean the real property in Brazos County, Texas which comprises the residential subdivision known as Emerald Forest and additional lands that may be annexed into the Declaration.

## ARTICLE II RESTRICTIONS

### 2.01. LAND USE AND BUILDING TYPE.

Lots shall be used exclusively for Single Family residential purposes. The term "Single Family" as used herein refers not only to the architectural design of the building and Improvements on a Lot but also the number of inhabitants, which shall be limited to one (1) Single Family.

(a) Single Family shall mean the use of and improvement to a Lot with no more than one primary building designed for and containing facilities for living, sleeping, cooking, and eating therein. In no case may a Lot contain more than one residence; provided, that, a garage apartment or approved living quarters shall not be considered a separate residence if it is occupied in the manner permitted by this Declaration. No multi-family residences may be constructed on any Lot. No building, outbuilding, or portion thereof shall be constructed for income property or such that occupants would occupy less than the entire Lot and homesite. Leasing of a Lot and residence is permitted in accordance with Section 2.02, below.

(b) No building shall be erected, altered, placed, or permitted to remain on any Lot other than one Single Family residence not to exceed two and one-half (2½) stories in height and a private garage for not more than three (3) cars and permitted accessory structures.

(c) With regard to inhabitants, "Single Family" shall mean persons who are related by blood, adoption, guardianship, or marriage, living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit.

(d) Trade, business, and commercial activities are prohibited except where (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (ii) the business activity conforms to all governmental requirements and other dedicatory instruments applicable to the Lot; (iii) the business activity does not involve visitation to the residence or Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation in the Subdivision; and (iv) the business activity is consistent with the residential character and use of the Subdivision, does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board. The permitted uses set out in this section are referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision or the use will be deemed to be a violation of this Declaration. Without limitation, a day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor or barber shop or other similar facility, vacation rental, boarding house, "Airbnb", or bed and breakfast are expressly prohibited and are not considered an Incidental Business Use.

2.02. LEASING. Residences within the Subdivision may be leased subject to the occupancy restrictions contained herein. Leasing must be for Single Family residential purposes only. Lots may be leased only in their entirety with all Improvements; no fraction or portion of a Lot, residence, or other Improvement may be leased separately. By way of example and not limitation, a garage apartment or bedroom may not be leased independently from the entire residence. All leases shall be in writing and shall be for a term of not less than six (6) months. Short-term leasing, which for the purpose of this Declaration means leasing for a term of less than six (6) months, is prohibited. Game day or weekend rentals are prohibited. Any lease that would obligate the owner or occupant to pay a "hotel tax" pursuant to Chapter 156 of the Texas Tax Code, or its successor statute, is prohibited, regardless of whether such tax is actually paid. Advertising a residence on websites such as Vacation Rental by Owner ("VRBO"), AirBNB, HomeAway, and the like is prohibited. No later than ten (10) days after the commencement of any lease, the Owner shall provide to the Association, in writing, the name, mailing address, phone number, and e-mail address of each person who will reside at the property under a lease, and the commencement date and term of the lease. Every Owner shall cause all occupants of his or her Lot to comply with this Declaration, and any applicable amendments, and shall be responsible for all violations caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any such violation.

2.03. OCCUPANCY. No Lot shall be occupied by more than one (1) Single Family as defined in Section 2.01, above. It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as

possible to preserve as much of the original provision as allowed by law.

2.04. ARCHITECTURAL REVIEW. No buildings or other Improvements shall be erected, placed or altered on any Lot until the Plans and Specifications have been approved by the Architectural Review Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation, as further provided in Article IV herein.

2.05. RESIDENCE SIZE. The livable, conditioned air area of the residence on every Lot, exclusive of open screened porches, open terraces, garages, or detached servant quarters, shall not be less than 2,000 square feet. If, however, on the date of recording of this Declaration, any residence is not compliant with this section, it will be grandfathered and continue to be allowed until such time as the residence is demolished or, as determined in the sole discretion of the Architectural Review Committee, extensively reconstructed. Notwithstanding the foregoing, an existing residence of less than 2,000 sq. ft. that is demolished and rebuilt or extensively reconstructed may be rebuilt the same size as the original structure, provided that such Plans and Specifications are reviewed and approved by the Architectural Review Committee.

2.06. LOCATION OF IMPROVEMENTS. 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 Lot nearer than twenty-five (25) feet to the front Lot line, nor shall any residential building be located nearer than fifteen (15) feet to any side street line, nor nearer than twenty (20) feet to the rear Lot line or nearer than seven (7) feet, six (6) inches to any side Lot line. Notwithstanding anything in this section to the contrary, an approved fence is permitted to be located on or immediately adjacent to the side and rear Lot lines.

For the purpose of this covenant, eaves, steps, and uncovered porches shall not be considered a part of the building. If, on the date of recording of this Declaration, any residential structure is in violation of this section, it will be grandfathered and allowed to remain until such time as the residential structure is demolished or, as determined in the sole judgment of the Architectural Review Committee, extensively reconstructed.

Notwithstanding the foregoing, Lots 7-17, Block One (1) of Emerald Forest Phase 3 may have been constructed as patio homes and have zero lot lines with the adjoining Lots. In such case, a residence may exist on the lot line adjacent to the lower numbered Lot. Each such Lot owner therefore agrees the adjacent owner shall have an access easement four (4) feet wide and immediately adjacent to the property line to be utilized for repairs and maintenance; provided that, the Owner of said adjacent Lot shall be responsible for restoring or causing to be restored in an equivalent or better manner any landscaping damaged by said usage, said restoration to be accomplished not later than thirty (30) days after such damage occurs.

2.07. FACING OF 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 on corner Lots may open to the front or may, at the Owner's option, open directly towards, and have driveway access from, the street at the side of the Lot, except

that no garage shall face and open at less than a ninety (90) degree angle to the side street unless the approval for same shall be given in writing by the Architectural Review Committee. If, on the date of recording of this Declaration, any garage is in violation of this section, it will be grandfathered and allowed to remain until such time as the garage is demolished or, as determined in the sole judgment of the Architectural Review Committee, extensively reconstructed.

2.08. FACING OF RESIDENCES. Residences on corner Lots shall face the street from which the greater building line setback is shown on the recorded plat.

2.09. BUILDING MATERIALS. The residence on a Lot shall have not less than fifty-one percent (51%) of the exterior wall areas constructed of brick or wood products that are approved by the Architectural Review Committee. The Architectural Review Committee may modify this requirement when the design and appearance as proposed, are deemed to be of such nature as to be equally attractive and permanent.

2.10. RESUBDIVISION OF LOTS. A Lot may not be further subdivided. Two or more adjacent Lots may be consolidated, provided that written approval of the Architectural Review Committee is obtained in advance. Lots that are consolidated will retain the number of votes and Assessment obligations attributed to each Lot prior to the consolidation.

2.11. 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 or the Subdivision.

2.12. TEMPORARY STRUCTURES AND STORAGE BUILDINGS. No storage building, shed, structures of a temporary character, trailer, recreational vehicle, motor home, basement, tent, shack, garage, barn, or other outbuildings shall be used on, built upon, or located upon any Lot at any time as a residence, either temporarily or permanently.

Storage buildings, sheds, workshops, and the like must be approved by the Architectural Review Committee in writing, must be constructed of acceptable brick or wood material, and the exterior finish surface style and color must match the residence. The roof must be of similar roofing material used on the residence. If, on the date of recording of this Declaration, any storage building or workshop is in violation of the foregoing provision, it will be grandfathered and allowed to remain until its removal. If a structure is determined to be in a state of disrepair, the Architectural Review Committee may require its removal, regardless of whether it is a grandfathered. The Architectural Review Committee has the sole discretion to determine if a structure is in a state of disrepair.

2.13. FENCES. All new and modified fences shall be approved by the Architectural Review Committee and must be maintained in accordance with this section.

(a) The term "Estate Fences" when used in this section shall mean all fences located along Emerald Parkway, North Forest, and Appomattox Drive and being comprised entirely of brick or a combination of brick columns with brick or cement footings and wooden pickets. The Association shall be responsible for the maintenance



and repair of the brick and concrete elements of all Estate Fences.

(b) In order to preserve the integrity of the Estate Fences, or any portion thereof, Owners shall engage in the following yard and property maintenance practices:

- (i) adequate drainage shall be maintained to prevent water accumulation at the base of any brick walls, brick columns and concrete fence footings;
- (ii) soil shall be kept below top elevation of adjacent concrete footings;
- (iii) lumber, firewood or any other materials shall not be placed, kept or stacked on Estate Fences;
- (iv) all plants located within three (3) feet of any brick walls and columns shall have non-invasive root systems, in order to prevent damage to any wall or fence;
- (v) no plant shall be allowed to grow on or connect to any part of the fence, walls, or columns for support;
- (vi) irrigation sprinkler systems must be positioned in a manner that will not cause water to hit the brick elements of Estate Fences;
- (vii) any stain used to repair or maintain any wooden fence located along Emerald Parkway and Appomattox Drive shall match the stain already used on such fences.

(c) All wooden fences, along with the wooden picket elements of all Estate Fences, shall be maintained and repaired by the Owner on whose Lot such fence, or any portion thereof, is located or whose Lot is enclosed by (in whole or in part) or abuts such fence. All repairs and maintenance to wooden fencing or wooden pickets by any Owner must utilize cedar pickets, rot resistant posts, runners, and nails of adequate structural integrity, and be done in a manner so that such fencing or picket matches the original fencing.

(d) All fences located along Emerald Parkway and Appomattox Drive shall be six (6) feet tall.

(e) All other fences shall be no less than six (6) feet tall and no more than eight (8) feet tall.

(f) No chain link or wire fences shall be constructed on any Lot, except that black, powder coated chain link or wrought metal fences may be constructed on Lots that back up to wildlife and creek bed areas.

2.14. YARD APPEARANCE. All Lots shall be kept at all times in a sanitary, healthy, and attractive condition, and the Owner or occupant shall keep all weeds and grass thereon cut on a regular basis and shall in no event use any Lot for storage of material and equipment except for normal residential requirements, and as incidental to construction of Improvements thereon as herein permitted. No Owner or occupant of a Lot shall permit the accumulation of garbage, trash, or rubbish on such Lot. All clothes lines, yard equipment, wood piles or storage

piles shall be kept screened by a fenced 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.

2.15. PARKING OF VEHICLES. Overnight parking of vehicles or trailers is prohibited on the streets within the Subdivision. Passenger vehicles owned by or under the control of residents in the Subdivision may only be parked or kept, at any time, on the paved driveway area of the Lot or in an enclosed garage. No vehicle deemed to be unsightly by the Board of Directors, in its sole discretion, shall be parked or kept on any Lot so as to be visible from any adjoining Lot or any street within the Subdivision. Inoperable vehicles and vehicles not currently registered with the Texas Department of Motor Vehicles (or a with a similar department of another state) shall only be kept on a Lot if in an approved, enclosed structure or otherwise screened from view. Parking on the front yard grass area of a Lot is not permitted. No repair or maintenance work shall be done on any vehicle (other than minor emergency repairs) except in an enclosed garage or other enclosed structure.

2.16. SIGNS. Except as provided herein, no signs of any kind shall be displayed to the public view on any Lot except (i) a sign of not more than six (6) square feet advertising the property for sale or rent, and (ii) ground mounted political signs less than four feet (4') by six feet (6'), not to exceed one (1) sign per candidate or ballot issue, and displayed only for the period from ninety (90) days prior to and ten (10) days after the election date. The Board of Directors may adopt or amend policies regulating political signs in accordance with Section 259.002 of the Texas Election Code or its successor statute.

2.17. 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 any wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in, or within two hundred feet below, any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

2.18. ANIMALS. Only four (4) (in the aggregate) generally recognized house or yard pets are permitted to be maintained on a Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. Provided that, no waterfowl or poultry of any kind may be kept on a Lot. No exotic animal and no animal that is aggressive or vicious toward other animals or persons is permitted in the Subdivision. No unleashed dogs are permitted outside of a Lot in the Subdivision. No animal is permitted if it makes an unreasonable amount of noise or becomes a nuisance. The Board has the authority to determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, an exotic animal, or aggressive or vicious toward other animals or persons.

2.19. 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 which shall be regularly emptied as provided through the city's solid waste disposal. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be stored behind an approved screen, fence, or enclosure.

2.20. 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 seven and one half (7 ½) feet of the property line on any parks or 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.

2.21. SEWAGE DISPOSAL AND WATER SUPPLY. No water well, cesspool, septic tank, or other individual sewage system shall be constructed or used on any Lot. Each Lot Owner must use the water and sewer services provided by state, county, municipal (the city), or other government authorities.

2.22. DRAINAGE DITCHES. All drainage ditches on a Lot shall be maintained and mowed by the Lot Owner so as to remain unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be constructed of concrete pipe a maximum of eighteen inches (18") in diameter, unless the depth of the ditch shall require a larger size for proper drainage.

2.23. MAINTENANCE OF LOTS. Each Owner shall maintain and keep in a good state of repair all buildings, structures, and other Improvements located on his or her Lot.

2.24. EASEMENTS. 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 Property, by whomsoever owned.

2.25. RESERVATIONS. 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 developer 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 was expressly reserved by the developer of the Subdivision.

**ARTICLE III**  
**EMERALD FOREST COMMUNITY IMPROVEMENT ASSOCIATION**

3.01. MANAGEMENT OF ASSOCIATION. The affairs of the Subdivision will be administered by the Association. Pursuant to the Articles of Incorporation of the Association, the Association is managed by the Board of Directors. The Association has the right, power, and obligation to provide for the management, administration, and operation of the Subdivision as herein provided for and as provided for in the Articles of Incorporation, Bylaws, and Rules. The business and affairs of the Association will be managed by its Board of Directors. The Board may engage any entity to perform the day to day functions of the Association and to provide for the management, administration, and operation of the Subdivision. The Association, acting through the Board, is entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate, in the Board's sole Amended, Restated and Consolidated Declaration for Emerald Forest

discretion, to manage and operate the Subdivision in accordance with this Declaration, including without limitation, the right to enter into agreements relating to maintenance, repair, administration, patrol services, traffic, or other matters affecting the Subdivision.

3.02. MEMBERSHIP. Every person or entity who is an Owner of any Lot which is subject to the Declaration shall automatically be a Member of the Association. Membership shall be appurtenant to and shall run with the land, and may not be severed from or in any way transferred, pledged, mortgaged, or alienated separately from a Lot.

3.03. VOTING RIGHTS. The Association shall have one (1) class of voting membership. Voting rights are as provided in the Articles of Incorporation. There shall be one (1) vote for each Lot. When more than one (1) person 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; however, in no event shall more than one (1) vote be cast with respect to any such Lot.

3.04. MEMBERS MEETINGS. Annual and special meetings are determined by the Board of Directors and shall be held as provided for in the Bylaws of the Association.

3.05. BOARD OF DIRECTORS. The Board of Directors shall consist of at least three (3) persons and not more than seven (7) persons, and will be determined by Members voting at the annual or special meetings and as provided in the Bylaws. The Board of Directors is responsible for the affairs of the Association and shall adopt, and may amend from time to time, Bylaws and regulations necessary to carry out its functions. The Association cannot adopt Bylaws or regulations which are contrary to provisions as set out herein.

3.06. POWERS AND AUTHORITY OF ASSOCIATION. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of its power as are expressly set forth in this Declaration and Texas law. Without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers at all times:

(a) Rules, Guidelines, and Bylaws. To make, establish and promulgate, and in its discretion, to amend or repeal and re-enact, rules, guidelines, Bylaws, and policies, not in conflict with this Declaration, as it deems proper to address any and all aspects of its functions, including but not limited to enforcement of the provisions contained in this Declaration.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.

(c) Records. To keep books and records of the Association's affairs.

(d) Assessments. To levy and collect Assessments as provided in Article VI of this Declaration.

(e) Right of Enforcement. To enforce this Declaration and the Dedicatory

Instruments of the Association. If an Owner fails to bring a Lot and/or Improvements into compliance with the Declaration after written demand made in accordance with the requirements of the Texas Property Code, the Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the names of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the governing documents of the Association.

(f) Fines. To levy and collect fines against Owners for any violation of the Declaration which is not cured by the Owner within a reasonable time, provided that notice is given as required by law. Fines may be assessed repeatedly for continuing violations. Fines shall be uniform according to a fine policy established and amended from time to time by the Board.

(g) Management, Legal and Accounting Services. To retain and pay for management, legal, and accounting services necessary or proper for the operation of the Association.

3.07. STANDARD OF CONDUCT. The Board of Directors, the officers of the Association, and the Association have the duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any director, officer, or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Declaration, Articles of Incorporation, Bylaws, and the laws of the State of Texas, will be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing will not be a breach of duty on the part of the director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court may not substitute its judgment for that of the director, officer or committee member. A court may not re-examine the decisions made by a director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the director, officer, or committee member believed to be in the best interest of the Association.

3.08. IMPLIED RIGHTS; BOARD AUTHORITY. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration or the Dedicatory Instruments, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where otherwise required by the Dedicatory Instruments or applicable law. The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration or mediation in matters pertaining to:

- (a) Common Properties or other areas in which the Association has or assumes responsibility pursuant to the provisions of this Declaration,
- (b) enforcement of this Declaration or any Dedicatory Instruments, or
- (c) any other civil claim or action.

However, no provision in this Declaration or any Dedicatory Instruments will be construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

3.09. LANDSCAPE MAINTENANCE. The Association shall be authorized to landscape, maintain and repair easements, rights-of-way, Common Properties, entryways, sidewalks, paths, trails, detention ponds, tennis courts, swimming pools, lakes, waterfall pumps, irrigation equipment, entrance buildings, perimeter fences and other areas of the Property, as deemed appropriate by the Board of Directors.

3.10 REGULATION OF SUBDIVISION. The Association, acting through the Board, may regulate the use, maintenance, repair, replacement, modification and appearance of the Subdivision. This shall include, by way of example and not limitation, the authority to adopt and enforce policies for the regulation of rainwater harvesting systems, drought-resistance landscaping or water-conserving natural turf, energy-efficient shingles, flag display, and standby electric generators, in accordance with the limitations of Chapter 202 of the Texas Property Code or its successor statute.

3.11. INDEMNIFICATION. The Association must indemnify a director, officer, or committee member who was, is or is threatened to be named as a defendant or respondent in a claim or proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

#### ARTICLE IV ARCHITECTURAL REVIEW

4.01 ARCHITECTURAL REVIEW REQUIRED. No building or other Improvement shall be erected, placed or altered on any Lot until the Plans and Specifications have been approved in writing by the Architectural Review Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation, as further provided in this Article IV.

4.02. ARCHITECTURAL REVIEW COMMITTEE. The Board shall appoint an Architectural Review Committee which will consist of not fewer than three (3) nor more than five (5) members. No member of the Architectural Review Committee shall be entitled to any compensation for services performed pursuant to his or her service on the Architectural Review Committee. Each member of the Architectural Review Committee shall hold the position until such time as he or she has resigned, has been removed, or his successor has been appointed as provided herein. Unless otherwise provided by law, a current member of the Board shall not also serve on the Architectural Review Committee.

4.03. ACTION BY ARCHITECTURAL REVIEW COMMITTEE. Plans and Specifications presented to the Architectural Review Committee shall be approved or disapproved based on a majority vote of the members of the Architectural Review Committee. The Architectural Review Committee may, when deemed necessary by a majority of the Architectural Review Committee members, retain the services of a third-party professional to assist with the review of Plans and Specifications. Such professionals may include, but are not

limited to, a licensed architect or engineer. The Owner who submits the Plans and Specifications will be responsible for the payment of all fees charged by the third-party professional reviewer.

4.04. ADOPTION OF GUIDELINES. The Board of Directors may adopt and amend Architectural Guidelines from time to time. Architectural Guidelines may include procedural and substantive rules and guidelines not in conflict with this Declaration. The Architectural Guidelines are intended to supplement the Declaration on matters generally relating to architectural control and discretionary authority vested in the Architectural Review Committee. The Declaration and Architectural Guidelines will be reviewed in an effort to harmonize their provisions and avoid conflicts.

4.05. REVIEW OF PLANS AND SPECIFICATIONS. Whenever in this Declaration the approval of the Architectural Review Committee is required, the Architectural Review Committee shall have the right to consider all Plans and Specifications for the exterior Improvement, modification, or proposal in question and all other facts that, in its sole and absolute discretion, are relevant. The process for submission and review of Plans of Specifications will be set forth in the Architectural Guidelines. All reviews, notifications, and appeals related to such reviews shall comply with applicable state law.

4.06. NO WAIVER OF FUTURE APPROVALS. The approval or consent of the Architectural Review Committee of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

4.07. INSPECTION. The Architectural Review Committee may at its option inspect all work in progress to ensure compliance with approved Plans and Specifications. If such inspection requires entry to a Lot, the inspection shall take place with the Owner in attendance at a mutually agreed time. The Owner may waive his right to attend such inspection.

4.08. NO LIABILITY FOR ARCHITECTURAL REVIEW. Neither the Board of Directors, the Architectural Review Committee, nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage, or injury arising out of their being in any way connected with the performance of the Architectural Review Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Board of Directors, the Architectural Review Committee or its members, as the case may be. Neither the Board of Directors, the Architectural Review Committee, nor any member thereof shall be liable to any Owner due to the construction or modification of any Improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots. The Architectural Review Committee's approval will not be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

4.09. REQUIREMENT TO ACT. The Architectural Review Committee shall review and act upon Plans and Specifications within thirty (30) days after the complete submission of

all information requested. The Architectural Review Committee shall approve, disapprove, or approve with conditions or modifications the Plans and Specifications submitted for review.

The decision of the Architectural Review Committee shall be in writing. If the Architectural Review Committee does not respond to the submission of Plans and Specifications within the time period specified herein, the Plans and Specifications shall be deemed approved; provided, however, no Plans and Specifications that violate the requirements of this Declaration shall be deemed approved.

4.10. VARIANCES. Notwithstanding any other provision of this Declaration, a variance from any restriction set out in this Declaration, other than the requirements related to Single Family residential use, may be recommended by a majority of the Architectural Review Committee. The Architectural Review Committee may consider the unique characteristics or topography of a Lot, the overall community interest or benefit such variance may provide, and any other factor the Architectural Review Committee deems appropriate in determining whether to recommend such variance. If the Architectural Review Committee determines a variance is appropriate, it shall recommend approval of such variance to the Board of Directors and the Board of Directors shall consider the variance application. The Board of Directors has the sole discretion to determine whether a variance should be approved. Approval of a variance may only be granted in a written instrument that is duly acknowledged and recorded in the Official Public Records of Brazos County, Texas.

4.11. GOVERNMENTAL AGENCY APPROVAL. Nothing in this Declaration shall be construed to relieve any Owner from securing approvals, certificates, and/or permits as may be required by law in connection with the construction of any Improvements on any Lot.

## ARTICLE V PROPERTY RIGHTS IN THE COMMON PROPERTIES

5.01. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 5.03 of this Article, 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.

5.02. TITLE TO COMMON PROPERTIES. Title to the Common Properties shall be held in the name of the Association.

5.03. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its Articles and Bylaws, 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;



(b) The right of the Association to take such steps, as are reasonably necessary to protect the Common Properties against foreclosure;

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any Assessment remains unpaid by such Member, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, provided that notice is given to such Member as required by law;

(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.

## ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

6.01. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay Assessments to the Association, including: (1) annual assessments or charges and (2) special assessments for capital improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon, cost of collection thereof as hereinafter provided, and reasonable attorney's fees are a charge on the land and a continuing lien upon the Lot or Lots.

6.02. ONE ASSESSMENT PER LOT. Assessments are owed on a per-Lot basis. If an Owner owns more than one Lot at the time this Declaration is recorded, the Owner must pay a full Assessment charge for each Lot owned.

6.03. PURPOSE OF ASSESSMENTS. Assessments levied by the Association shall be held, managed, invested, and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of the Lots therein. The Board may, by way of illustration and not limitation, expend the Assessments for the administration, management, and operation of the Subdivision and Association, for the maintenance, repair and improvement of the Common Properties, for the maintenance of any easements granted to the Association, for the enforcement of the provisions of this Declaration by action at law or in equity, or otherwise, and for the payment of court costs as well as reasonable and necessary legal fees, and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein.

6.04. BASIS AND MAXIMUM ANNUAL ASSESSMENTS. The annual assessment shall be determined annually by the Board of Directors of the Association and is due on January

1<sup>st</sup> each year. The annual assessment due on January 1<sup>st</sup> immediately following the recording of this Declaration shall not exceed \$350.00. Thereafter, the rate of the annual assessment may be increased by the Board of Directors in its sole discretion in an amount of up to ten percent (10%) more than the previous year's annual assessment. Increases in annual assessments may not be cumulative. Any increase greater than ten percent (10%) more than the previous year's annual assessment amount must be approved by two-thirds (2/3) of the votes of Members voting in person or by proxy or absentee ballot at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all Members as required by law.

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 than the previous year.

6.05. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the Assessments authorized by Section 6.04 hereof, the Association may levy in any 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 described capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such special assessment must be approved by two-thirds (2/3) of the votes of Members voting in person or by proxy or absentee ballot at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all Members as required by law.

6.06. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 6.04 AND 6.05. The quorum required for any action authorized by Section 6.04 and 6.05 hereof, shall be as follows: At the meetings called, as provided in Section 6.04 and 6.05 hereof, the presence at the meeting of Members in person or by proxy or absentee ballot entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 6.04 and 6.05, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.07. DATE OF COMMENCEMENT OF SPECIAL ASSESSMENT. The due date of any special assessment shall be fixed in the resolution authorizing such special assessment.

6.08. ESTOPPEL CERTIFICATE. The Association shall upon demand at any time furnish to any Owner liable for Assessments a certificate in writing signed by an officer of the Association, setting forth whether said Assessments have been paid. Such certificate shall be conclusive evidence of payment of any Assessment herein stated to have been paid.

6.09. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

(a) If the Assessments are not paid on the date when due, then such  
*Amended, Restated and Consolidated Declaration for Emerald Forest* *Page 18*

Assessment shall become delinquent and shall, together with such interest thereon, cost of collection thereof as hereinafter provided, and reasonable attorney's fees thereupon, be secured by the continuing lien on the property which shall bind such property 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.

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

6.10. 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 Properties and 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 property or Lots pursuant to a decree of foreclosure by a Mortgagee, or any other proceeding by a Mortgagee in lieu of foreclosure. Such sale or transfer shall not relieve such property and Lots from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

6.11. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the City, or other local public authority, and devoted to public use; and

(b) All Common Properties.

Notwithstanding any provisions herein, no Lot, land, or Improvements devoted to residence use shall be exempt from said Assessments, charges, and liens.

## ARTICLE VII MISCELLANEOUS

7.01. TERM. This Declaration will remain in full force and effect until January 1, 2040, and will be extended automatically for successive ten (10) year periods; provided, however, that the provisions of this Declaration may be terminated on January 1, 2040, or on the commencement of any successive ten (10) year period by filing for record in the Official Public Records of Brazos County, Texas, an instrument in writing signed by Owners representing not less than ninety percent (90%) of the Lots. In addition, termination of this Declaration requires Amended, Restated and Consolidated Declaration for Emerald Forest

written consent of the holders of first Mortgages representing not less than a majority of Lots on which first Mortgages exist as of the date of recordation of the termination document.

7.02. DISSOLUTION. Upon termination of this Declaration, the Association shall be dissolved. In the event of any such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to any appropriate public agency to be used for purposes similar to those of the Association with respect to the Common Properties. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

7.03. AMENDMENT. This Declaration may be amended in whole or in part by recording in the Official Public Records of Brazos County, Texas an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast a majority of the total outstanding votes in the Association.

7.04. RIGHTS OF MORTGAGEE. Any violation of any of these 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 a Lot, at any times that the easements, agreements, restrictions, reservations or covenants are violated.

7.05. ENFORCEMENT.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense or the Association acting through the Board of Directors shall have the right to enforce any and all of the provisions of the Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. Notwithstanding the foregoing, an Owner may not enforce Assessments or liens in favor of the Association.

(b) Nonwaiver. The failure to enforce any provision of the Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(c) Fines. Provided that notice and an opportunity to be heard are provided in accordance with the requirements of the Texas Property Code and any policies of the Association, the Association may impose fines against an Owner for violations of this Declaration and the Dedicatory Instruments of the Association. Fines will be the personal obligation of the Owner and will be secured by the Assessment lien, and collectible in the same manner as the lien for Assessments described in Article VI of this Declaration.

7.06. CONSTRUCTION.

(a) Interpretation. The provisions of this Declaration shall be liberally construed to give effect to its purposes and intent. If this Declaration or any word, clause, sentence, paragraph, or other part thereof is susceptible to more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration and the general plan of development established by this Declaration will govern.

(b) Conflicts. In the event of a conflict in the Dedicatory Instruments that cannot reasonably be reconciled, this Declaration controls over any other Dedicatory Instruments, and other Dedicatory Instruments control in the following order of priority: (i) Articles of Incorporation; (ii) Bylaws; (iii) Guidelines, Policies and Rules; and (iv) all others.

(c) Severability. The provisions of the Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(d) Number and Gender. Pronouns, whenever used herein and of whatever gender, include natural persons and corporations, entities, and associations of every kind and character, and the singular includes the plural, and vice versa, whenever and as often as may be appropriate.

(e) Articles and Sections. All article and section headings used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles.

(f) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

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CERTIFICATION

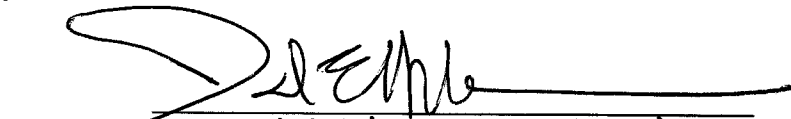
I, the undersigned, do hereby certify:

That I am the President of Emerald Forest Community Improvement Association, a Texas non-profit corporation doing business as Emerald Forest Homeowners Association (the "Association");

That this instrument to which this Certification is attached constitutes the Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for Emerald Forest (the "Declaration") applicable to Phase 1, Phase 3, Phase 4, Phase 5, Phase 7, Phase 8, Phase 9, Phase 10, and Phase 11 (the "Amending Phases") which was approved by Owners representing the votes of a majority of the owners in each of the Amending Phases in Emerald Forest Subdivision, as evidenced by the vote tally attached hereto as Exhibit "A" and incorporated herein; and

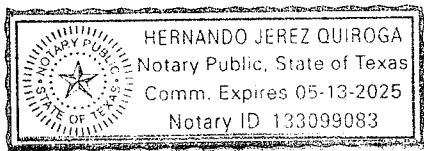
That the owners within the Association voted for or against the Declaration via (i) paper ballots or (ii) electronic ballots using an Internet voting platform provided by Vote HOA Now.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 31<sup>ST</sup> day of May, 2023.

  
Name: DAVID E. HIGDON  
Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS           §

This instrument was acknowledged before me on the 31 day of May, 2023, by David E. Higdon, President of the Emerald Forest Community Improvement Association.



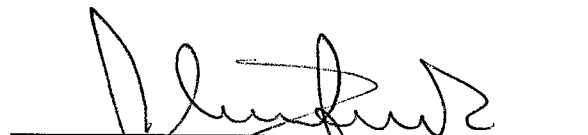
  
Notary Public, State of Texas



Exhibit A  
Page 2

A	B	C	D	E	F	G	H	I	J	K
43 Richard	Whisenant	9698660354	Phase: 2 - 2003 Amber Ridge	49	1		9/6/2022 13:39		1	
44 Mike	Gentry	4510802892	Phase: 2 - 8600 Rosewood	55	1		9/6/2022 3:50		1	
45 Carol	Holtzapple	1241057020	Phase: 2 - 8601 Rosewood	57	1		9/7/2022 13:39		1	
46 Mark	Schinzler	7630414607	Phase: 2 - 8603 Rosewood	59	1		9/15/2022 5:04		1	
47 Meghan	Howard	9214626107	Phase: 2 - 8605 Rosewood	61	1		10/19/2022 15:28		1	
48 Arvind	Mahajan	1055672868	Phase: 2 - 8607 Rosewood	63	1		10/13/2022 14:25	1		
49 Charlie	Harris	4238013539	Phase: 2 - 8608 Rosewood	48	1		10/8/2022 11:36	1		
50 Barbara	Emery	5029857551	Phase: 2 - 8609 Rosewood	65	1		10/27/2022 7:19	1		
51 Ryan	Becker	8608553301	Phase: 2 - 8610 Rosewood	51	1		9/7/2022 6:36		1	
52 Richard	Panetta	4671627227	Phase: 2 - 8612 Rosewood	52	1		9/20/2022 8:17		1	
53 Aaron & Ruby	Lewis	9259865270	Phase: 2 - 8613 Rosewood	69		1	10/7/2022 6:05	1		
54 Stuart	Marrs	1511385807	Phase: 2 - 8616 Rosewood	56	1		9/6/2022 13:20		1	
55 Laura sue	Robertson	2047403570	Phase: 2 - 8617 Rosewood	73	1		9/7/2022 7:36	1		
56 Eddie	Cates	6996649667	Phase: 2 - 8618 Rosewood	58	1		9/7/2022 6:44		1	
57 James	Mabe	5704093750	Phase: 2 - 8620 Rosewood	60	1		9/7/2022 17:45	1		
58 Clinton and Courtney	Kosh	2422650152	Phase: 2 - 8621 Rosewood	77	1		9/28/2022 14:40	1		
59 Jaime	Green	9215289347	Phase: 2 - 8622 Rosewood	76	1		9/13/2022 16:53		1	
60 Joe	Ferreri	9418764007	Phase: 2 - 8623 Rosewood	78	1		9/11/2022 12:01	1		
61	<b>PHASE 2 TOTALS</b>				<b>23</b>	<b>1</b>		<b>11</b>	<b>13</b>	<b>35%</b>
62 Steven	Taylor	5332229279	Phase: 3 - 1701 Greenwood	106	1		9/7/2022 7:17	1		
63 Beverly Sanders	Goodwin	9094516181	Phase: 3 - 1702 Emerald Parkwa	82		1	3/21/2023 10:09		1	
64 Casey	Simon	2910028700	Phase: 3 - 1702 Greenwood	114	1		12/3/2022 5:18		1	
65 Devin	Harrman	7457298540	Phase: 3 - 1702 Springwood	102	1		9/5/2022 13:49	1		
66 Charles	Johnson	4433386379	Phase: 3 - 1704 Springwood	100	1		9/7/2022 7:05		1	
67 Jeneane	Brunson	7118901051	Phase: 3 - 1705 Greenwood	110	1		9/7/2022 16:34	1		
68 Chuck	Kirk	9003083124	Phase: 3 - 1706 Emerald Parkwa	86	1		9/11/2022 6:42	1		
69 David	Battaglia	4589222428	Phase: 3 - 1707 Greenwood	112	1		9/6/2022 16:34	1		
70 John & Elizabeth	Chivvis	4872008574	Phase: 3 - 1708 Emerald Parkwa	88		1	3/9/2023 6:33	1		
71 Erin	Hinojosa	9593505570	Phase: 3 - 1708 Springwood	96	1		9/27/2022 7:46	1		
72 Katherine	McMullen	6282995308	Phase: 3 - 1710 Emerald Parkwa	90	1		9/6/2022 7:33		1	
73 Cynthia	Mueller	2154912328	Phase: 3 - 1710 Springwood	94	1		10/12/2022 4:50		1	
74 Lane	Springfield	6790364225	Phase: 3 - 1712 Emerald Parkwa	92	1		10/12/2022 20:54	1		
75 Marc	McFeron	7342488810	Phase: 3 - 8708 Driftwood	81	1		10/6/2022 16:49	1		
76 Dana	Mixa	5607771781	Phase: 3 - 8710 Driftwood	83	1		11/10/2022 6:16	1		
77 Chris	Edmundson	8564943308	Phase: 3 - 8800 Driftwood	85	1		10/2/2022 9:15		1	
78 Mark	Mathison	6181514961	Phase: 3 - 8801 Driftwood	104	1		9/15/2022 5:57	1		
79 Valery	Pokrovsky	4019278421	Phase: 3 - 8802 Driftwood	87	1		9/27/2022 8:28	1		
80	Hanna	6676039035	Phase: 3 - 8806 Driftwood	91	1		9/11/2022 9:18	1		
81 Joyce	Polasek	1583733323	Phase: 3 - 8900 Driftwood	93	1		12/27/2022 7:17	1		
82 Mark	MacDonald	2612078760	Phase: 3 - 8901 Driftwood	113	1		9/11/2022 10:45		1	
83 Peggy	Sherman	2428046735	Phase: 3 - 8904 Driftwood	97	1		9/6/2022 13:37	1		
84 Florence	Gatiramu	9682256079	Phase: 3 - 8905 Driftwood	109	1		10/17/2022 8:51	1		



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A	B	C	D	E	F	G	H	I	J	K
85 Roger	Feldmann	9392445327	Phase: 3 - 8906 Driftwood	99	1	1	9/19/2022 14:40	1		
86 Beatriz	Lloret	2234671500	Phase: 3 - 8908 Driftwood	101	1		9/8/2022 5:05	1		
87 Kennon & Teresa	Wiggley	7368787304	Phase: 3 - 8910 Driftwood	103	1	1	3/16/2023 14:40	1		
88 Patricia	Ellis	9922210708	Phase: 3 - 8912 Driftwood	105	1		9/6/2022 12:28	1		
<b>89 PHASE 3 TOTALS</b>					<b>23</b>	<b>4</b>		<b>20</b>	<b>7</b>	<b>56%</b>
90 Karen	Pilant	8291287184	Phase: 4 - 1704 Greenwood	127	1		9/15/2022 9:36	1		
91 Marcia	Ealy	5122350062	Phase: 4 - 1709 Greenwood	117	1		9/5/2022 19:09		1	
92 Nissa	Lucero	7341804865	Phase: 4 - 1800 Rosebud	116	1		12/19/2022 22:58	1		
93 Lauren	Sims	5448178794	Phase: 4 - 1803 Rosebud	152	1		9/5/2022 7:55	1		
94 Eddie & Lois	Robinson	1619501625	Phase: 4 - 1804 Rosebud	124	1		10/17/2022 16:15	1		
95 Jose	Vazquez	5760622750	Phase: 4 - 1807 Rosebud	148	1		9/15/2022 6:07		1	
96 Megan	Hotchkiss	2007083512	Phase: 4 - 1809 Rosebud	146	1		10/22/2022 8:28	1		
97 Andrew	Roberts	3545174030	Phase: 4 - 1813 Rosebud	142	1		9/7/2022 9:35	1		
98 Jason	Drake	3337720734	Phase: 4 - 1814 Rosebud	138	1		9/6/2022 13:37		1	
99 Tony	Casey	1958426808	Phase: 4 - 1815 Rosebud	140	1		9/15/2022 11:55	1		
100 Michael	Strom	1240321114	Phase: 4 - 8700 Greenleaf	163	1		3/19/2023 14:00	1		
101 Roy	Phillips	2446762004	Phase: 4 - 8701 Greenleaf	118	1		9/5/2022 15:38	1		
102 Katarina	Bertlshofer	6349809114	Phase: 4 - 8702 Bent Tree	155	1		9/13/2022 11:40	1		
103 Jeffrey	Morris	7094223541	Phase: 4 - 8702 Greenleaf	164	1		9/7/2022 10:15	1		
104 Remi	Wright	2413502260	Phase: 4 - 8703 Greenleaf	122	1		9/7/2022 10:40	1		
105 Kaleigh	Mutch	3859210777	Phase: 4 - 8704 Bent Tree	153	1		9/15/2022 4:44	1		
106 Lisa	Coligan	4805533830	Phase: 4 - 8704 Greenleaf	165	1		12/6/2022 8:04	1		
107 Delmas	Morse	7457771164	Phase: 4 - 8705 Greenleaf	126	1		12/6/2022 6:25	1		
108 Bryan	Combest	4030336229	Phase: 4 - 8706 Greenleaf	166	1		12/26/2022 7:20	1		
109 Michael & Carol	Myers	1436961470	Phase: 4 - 8707 Greenleaf	130	1	1	12/15/2022 14:30	1		
110 John	Park	3712913040	Phase: 4 - 8708 Bent Tree	149	1		9/5/2022 6:15	1		
111 Mark V.	Headrick	5804142459	Phase: 4 - 8709 Greenleaf	133	1	1	1/24/2023 6:28	1		
112 Sarah	Aguilar	2300218783	Phase: 4 - 8710 Bent Tree	147	1		9/12/2022 10:58	1		
113 Clint	Cottrell	8349317024	Phase: 4 - 8710 Greenleaf	168	1		9/24/2022 7:07		1	
114 Stephen	Mercer	6589705064	Phase: 4 - 8711 Bent Tree	160	1		9/7/2022 3:51		1	
115 William & Janie	Bohne	4091005730	Phase: 4 - 8712 Bent Tree	145	1	1	1/24/2023 6:28	1		
116 John	Cockrell	3798167041	Phase: 4 - 8714 Bent Tree	143	1		9/5/2022 16:40		1	
117 Elizabeth	Fossett	4003009407	Phase: 4 - 8715 Bent Tree	158	1		11/22/2022 0:28	1		
118 R Jonathan	Jakubcin	4049570965	Phase: 4 - 8716 Bent Tree	141	1		9/11/2022 8:30		1	
119 Peter	Martin	4870139005	Phase: 4 - 8718 Bent Tree	139	1		9/13/2022 9:48	1		
120 Jason	Keck	8587783377	Phase: 4 - 8719 Bent Tree	156	1		9/5/2022 6:16		1	
121 Elizabeth	Determan	2692031700	Phase: 4 - 8720 Bent Tree	137	1		9/7/2022 7:52	1		
122 shahriar	kibriya	4258574881	Phase: 4 - 8722 Bent Tree	135	1		1/2/2023 0:17	1		
123 Carolyn	Record	5222928689	Phase: 4 - 8724 Bent Tree	132	1		9/5/2022 14:10	1		
124 Robert	Jordan	7273677924	Phase: 4 - 8726 Bent Tree	129	1		9/15/2022 7:26	1		
125 Shannon	Shroyer	3984006070	Phase: 4 - 8728 Bent Tree	125	1		9/5/2022 8:26		1	
126 Alyssa	Smith	4645323790	Phase: 4 - 8736 Bent Tree	123	1		9/8/2022 6:06	1		

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A	B	C	D	E	F	G	H	I	J	K
127	Weldon	3988329434	Phase: 4 - 8738 Bent Tree	119	1		9/16/2022 6:49		1	
128	CONRAD	8119867176	Phase: 4 - 8740 Bent Tree	115	1		9/7/2022 9:28			
129	<b>PHASE 4 TOTALS</b>									
130	William	5248069490	Phase: 5 - 8700 Bent Tree	170	1	3	9/6/2022 18:53	29	10	54%
131	James	9315294837	Phase: 5 - 8701 Sandstone	171	1		9/15/2022 17:43	1		
132	Mohammad	4552623958	Phase: 5 - 8703 Sandstone	173	1		10/5/2022 10:18	1		
133	Rafael	4747423272	Phase: 5 - 8704 Sandstone	169	1		9/6/2022 17:55	1		
134	Jessica	1308041064	Phase: 5 - 8706 Sandstone	172	1		9/7/2022 21:31	1		
135	Tyree	5623102550	Phase: 5 - 8707 Sandstone	177	1		9/5/2022 13:27	1		
136	Guillermo	6310391550	Phase: 5 - 8708 Sandstone	174	1		9/8/2022 16:00	1		
137	Zenon	9744602675	Phase: 5 - 8709 Sandstone	179	1		9/18/2022 10:46	1		
138	Cindy	1938752070	Phase: 5 - 8711 Sandstone	180	1		9/6/2022 17:01	1		
139	Gregory	3862772598	Phase: 5 - 8713 Sandstone	181	1		9/7/2022 12:30	1		
140	<b>PHASE 5 TOTALS</b>									
141	Manuelita	8560419076	Phase: 6 - 2001 Pebblestone	208	1		9/13/2022 14:02	10	0	77%
142	Adrian	8052034020	Phase: 6 - 2002 Pebblestone	203	1		9/14/2022 7:50	1		
143	Annapoorna	8975232135	Phase: 6 - 2003 Pebblestone	211	1		9/9/2022 7:45	1		
144	Beverly	3778283693	Phase: 6 - 2005 Pebblestone	213	1		10/17/2022 1:32		1	
145	Erin	3346514390	Phase: 6 - 2006 Pebblestone	196	1		9/6/2022 6:12	1		
146	Margaret	8415240071	Phase: 6 - 2008 Pebblestone	192	1		9/9/2022 10:49	1		
147	Afroza	9282115684	Phase: 6 - 2010 Pebblestone	190	1		11/8/2022 5:37		1	
148	Jason	5406691939	Phase: 6 - 2011 Pebblestone	197	1		9/7/2022 7:30	1		
149	Ann	5870571224	Phase: 6 - 2014 Pebblestone	182	1		9/29/2022 5:11		1	
150	BARNEY	9571714497	Phase: 6 - 2100 Chippendale	209	1		9/9/2022 14:03		1	
151	Lynn	7398609839	Phase: 6 - 2100 Fawn	184	1		10/19/2022 16:35	1		
152	David	8602179931	Phase: 6 - 2101 Chippendale	185	1		11/13/2022 12:51		1	
153	Charles	4710609552	Phase: 6 - 2101 Fawn	205	1		9/15/2022 5:16	1		
154	Sara	9282186691	Phase: 6 - 2103 Chippendale	187	1		11/7/2022 8:17	1		
155	Karla	9764808279	Phase: 6 - 2104 Chippendale	214	1		9/7/2022 4:36		1	
156	Jim	5596772020	Phase: 6 - 2104 Fawn	189	1		11/19/2022 6:41	1		
157	Bev	7189740830	Phase: 6 - 2105 Chippendale	191	1		10/3/2022 10:25	1		
158	Scott	9230991319	Phase: 6 - 2106 Chippendale	216	1		9/7/2022 8:06	1		
159	Stephen	7922156007	Phase: 6 - 2106 Fawn	194	1		9/5/2022 3:43	1		
160	Susan	6617474956	Phase: 6 - 2107 Chippendale	195	1		9/20/2022 18:12	1		
161	Richard	9622073820	Phase: 6 - 2108 Chippendale	218	1		9/12/2022 11:18	1		
162	Camille	9861506886	Phase: 6 - 2109 Chippendale	198	1		9/18/2022 15:19		1	
163	John & June	3375962219	Phase: 6 - 2110 Chippendale	220		1	10/7/2022 6:05	1		
164	Susan	7228338938	Phase: 6 - 2111 Chippendale	202	1		11/2/2022 11:27		1	
165	Whitney	6651784731	Phase: 6 - 2112 Chippendale	222	1		9/27/2022 7:54	1		
166	Debra	8230454662	Phase: 6 - 2113 Chippendale	204	1		9/8/2022 7:46		1	
167	Mark	1579410546	Phase: 6 - 2115 Chippendale	207	1		10/11/2022 18:28		1	
168	Dianna	1044446610	Phase: 6 - 2117 Chippendale	210	1		10/7/2022 18:22	1		

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A	B	C	D	E	F	G	H	I	J	K
169 Sanjay	Antony-Babu	6173023529	Phase: 6 - 8600 Creekview	226	1		11/21/2022 10:54		1	
170 Janice	Haverland	3999167342	Phase: 6 - 8600 Walnut Bend	229	1		9/5/2022 6:37		1	
171 David	Buras	2609708174	Phase: 6 - 8601 Creekview	227	1		9/15/2022 4:12	1		
172 Patrick	Murphy	7343341010	Phase: 6 - 8601 Walnut Bend	183	1		9/16/2022 16:11		1	
173 Cody	Richter	5372954990	Phase: 6 - 8603 Walnut Bend	188	1		11/7/2022 12:36		1	
174 Simon	Fourcart	9317520558	Phase: 6 - 8605 Creekview	228	1		11/9/2022 19:59		1	
175 Justin	Hager	4673207234	Phase: 6 - 8606 Walnut Bend	221	1		9/5/2022 1:32	1		
176 John	Lockett	7514596377	Phase: 6 - 8607 Walnut Bend	193	1		9/15/2022 19:53	1		
177 Claudine	HUNTING	2960373003	Phase: 6 - 8608 Walnut Bend	219	1		11/30/2022 19:43		1	
<b>178 PHASE 6 TOTALS</b>					<b>36</b>	<b>1</b>		<b>21</b>	<b>16</b>	<b>44%</b>
179 Michael	McCullough	5485469968	Phase: 7 - 2100 Bent Oak	251	1		9/15/2022 12:07	1		
180 Rahul	Prabhakaran	1826710617	Phase: 7 - 2102 Bent Oak	255	1		9/6/2022 16:45	1		
181 David	Higdon	3844585561	Phase: 7 - 2106 Bent Oak	256	1		9/5/2022 12:51	1		
182 Garland	Watson	9602232390	Phase: 7 - 2108 Bent Oak	257	1	1	10/13/2022 9:52	1		
183 Martha	Marberry	6121312306	Phase: 7 - 2110 Bent Oak	258	1		9/11/2022 11:21	1		
184 Seth	Sullivan	8531697144	Phase: 7 - 2200 Bent Oak	260	1		9/6/2022 20:07	1		
185 Galen	Green	2758602947	Phase: 7 - 2202 Bent Oak	261	1		9/6/2022 14:03		1	
186 Barry	Burdett	7606027535	Phase: 7 - 2203 Bent Oak	244	1		9/19/2022 6:36	1		
187 Caroline	Pampell	8253817852	Phase: 7 - 2204 Bent Oak	262	1		9/5/2022 16:10	1		
188 Edward	Torres	1960666313	Phase: 7 - 2205 Bent Oak	247	1		9/10/2022 6:51		1	
189 Karl	Oehler	8813206990	Phase: 7 - 2206 Bent Oak	263	1		9/15/2022 8:22		1	
190 Ryan	Meador	1935547623	Phase: 7 - 2208 Bent Oak	264	1		9/5/2022 7:50		1	
191 Eric	Yanta	5791004532	Phase: 7 - 8700 Appomattox	230	1		11/13/2022 18:52	1		
192 J B	DOTT JR	6908581591	Phase: 7 - 8700 Redwood	253	1		10/5/2022 10:01		1	
193 Harold	Womble	7160098404	Phase: 7 - 8702 Appomattox	234	1		9/7/2022 4:49	1		
194 Catherine	Smith	7019375592	Phase: 7 - 8703 Appomattox	235	1		9/21/2022 6:26		1	
195 Fred & Cheryl	Wenck	4276103820	Phase: 7 - 8703 Chippendale	236	1		9/30/2022 6:27	1		
196 Patricia	Burchfield	6695993947	Phase: 7 - 8704 Appomattox	237	1		9/5/2022 12:33	1		
197 John	Woods	2630945440	Phase: 7 - 8704 Chippendale	250	1		9/11/2022 13:20	1		
198 Carl and Shelby	Jaedicke	4764921263	Phase: 7 - 8705 Appomattox	238	1		9/12/2022 8:26	1		
199 Michael	Hafer	1989071507	Phase: 7 - 8705 Chippendale	240	1		11/8/2022 14:43	1		
200 Christine	Martin	8458832518	Phase: 7 - 8705 Redwood	239	1		10/17/2022 12:44	1		
201 Arthur	Callahan	4549770295	Phase: 7 - 8706 Appomattox	241	1		9/5/2022 7:34	1		
202 Perry	Koch	9940834161	Phase: 7 - 8706 Chippendale	246	1		9/12/2022 10:45		1	
203 Rick	Huffman	9423799202	Phase: 7 - 8706 Redwood	248	1		9/7/2022 14:53		1	
204 Wesley	Osburn	9895287399	Phase: 7 - 8707 Appomattox	242	1		9/6/2022 15:51		1	
205 Dan	Kirby	2946216330	Phase: 7 - 8707 Redwood	243	1		9/5/2022 7:23		1	
206 Daniel	Wood	1019073091	Phase: 7 - 8708 Appomattox	245	1		9/5/2022 6:17	1		
207 Merrilee	Prochaska	5365867761	Phase: 7 - 8710 Appomattox	249	1		9/20/2022 7:40	1		
<b>208 PHASE 7 TOTALS</b>					<b>28</b>	<b>1</b>		<b>19</b>	<b>10</b>	<b>54%</b>
209 Daniele	Mortari	3737313065	Phase: 8 - 2008 Spring Creek	288	1		9/19/2022 8:58	1		
210 Eleftherios	Iakovou	1335203006	Phase: 8 - 2010 Spring Creek	287	1		9/12/2022 9:59	1		

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A	B	C	D	E	F	G	H	I	J	K
211 Steven	Oberhelman	4530696383	Phase: 8 - 2016 Spring Creek	273	1		9/15/2022 7:00	1		
212 Jeanne	Birdwell	8635240262	Phase: 8 - 2018 Spring Creek	269	1		9/11/2022 10:22	1		
213 Thomas and Katyla	Boykin	3620119790	Phase: 8 - 2020 Spring Creek	265	1		9/7/2022 15:59	1		
214 Darlene S.	Lewis	5458935399	Phase: 8 - 8400 Wildewood	268	1		9/5/2022 13:11	1		
215 Laurie	Clark	9877816254	Phase: 8 - 8401 Shadow Oaks	322	1		9/19/2022 17:27	1		
216 Robin	Murphy	4162572615	Phase: 8 - 8401 Wilderose	293	1		10/6/2022 13:23	1		
217 John	Spivey	3761128343	Phase: 8 - 8401 Wildewood	319	1		10/17/2022 14:22	1		
218 William/Susan	Parker	5095825539	Phase: 8 - 8402 Whiterose	298	1		9/17/2022 12:43	1		
219 Mary	Williams	1282970004	Phase: 8 - 8402 Wildewood	272	1		9/9/2022 8:31	1		
220 Frank	Bufa	8246928696	Phase: 8 - 8403 Shadow Oaks	321	1		9/5/2022 13:55	1		
221 Frederick	Chester	1354387363	Phase: 8 - 8404 Shadow Oaks; P	275, 317	1		9/26/2022 12:31	1		
222 Enrique	Pinzon	1469293265	Phase: 8 - 8404 Wildewood	276	1		9/6/2022 8:42	1		
223 Leslie	Cizmas	8645065972	Phase: 8 - 8405 Shadow Oaks	320	1		9/25/2022 14:04	1		
224 Gena	Higginbotham	8999105230	Phase: 8 - 8405 Whiterose	284	1		12/5/2022 7:27	1	1	
225 Natalie	Wright	9983057675	Phase: 8 - 8405 Wildewood	315	1		9/6/2022 19:25	1		
226 Monica	Smith	3639016471	Phase: 8 - 8406 Shadow Oaks	278	1		9/25/2022 14:59	1		
227 Austin	Daily	2249832020	Phase: 8 - 8406 Whiterose	300	1		9/10/2022 17:27	1		
228 Brent	Hay	8989888524	Phase: 8 - 8406 Wildewood	279	1		9/7/2022 16:05	1		
229 Elizabeth	Begley	4492930345	Phase: 8 - 8407 Shadow Oaks	318	1		9/11/2022 16:32	1		
230 Mary	Bryk	3348561396	Phase: 8 - 8407 Whiterose	281	1		9/7/2022 9:51	1		
231 Alexander	Finkelstein	2487461195	Phase: 8 - 8407 Wildewood	313	1		9/7/2022 10:36	1		
232 Shannon	Overby	7075866325	Phase: 8 - 8408 Whiterose	302	1		9/11/2022 4:44	1		
233 terrence	gossett	6126449468	Phase: 8 - 8408 Wildewood	283	1		9/8/2022 11:00	1		
234 Carolyn	Hoyle	3726684105	Phase: 8 - 8409 Whiterose	277	1		9/12/2022 13:20	1		
235 Lauren	Hitte	3337777511	Phase: 8 - 8409 Wildewood	311	1		9/15/2022 10:01	1		
236 Sandra	Wood	2079237974	Phase: 8 - 8410 Shadow Oaks	285	1		9/8/2022 20:20	1	1	
237 James	Thompson	8147415109	Phase: 8 - 8410 Whiterose	304	1		9/10/2022 10:06	1		
238 Sara	Davidson	3231043410	Phase: 8 - 8410 Wildewood	286	1		9/7/2022 16:40	1		
239 Norma	Kirkpatrick	9433814112	Phase: 8 - 8411 Whiterose	274	1		9/6/2022 6:10	1		
240 DeLila	Bogart	5795023023	Phase: 8 - 8411 Wildewood	309	1		3/20/2023 13:27	1		
241 Joyce	Haden	7257593830	Phase: 8 - 8412 Wildewood	291	1		9/5/2022 10:09	1		
242 Shari	Eichler	3544649270	Phase: 8 - 8413 Shadow Oaks	312	1		12/24/2022 7:23	1		
243 Donald	WILLIAMSON	9661372774	Phase: 8 - 8413 Whiterose	270	1		9/14/2022 15:26	1		
244 Balakrishna	Shetty	7508234828	Phase: 8 - 8413 Wildewood	307	1		9/7/2022 8:31	1		
245 Karen	Clark	9674550055	Phase: 8 - 8414 Shadow Oaks	294	1		9/9/2022 5:49	1	1	
246 DANIEL	RUIJZ	9356881134	Phase: 8 - 8415 Shadow Oaks	310	1		11/8/2022 10:56	1		
247 Ryan	Beasley	2974089903	Phase: 8 - 8415 Whiterose	266	1		9/9/2022 11:55	1	1	
248 Karl	Wolfshohl	2789922296	Phase: 8 - 8415 Wildewood	305	1		9/5/2022 15:57	1		
249 Mike	Costa	9330483536	Phase: 8 - 8416 Shadow Oaks	296	1		9/10/2022 19:45	1		
250 Jack	Rutkowski	7815652748	Phase: 8 - 8417 Shadow Oaks	308	1		9/8/2022 12:22	1		
251 Joyce	Skinner	9553968104	Phase: 8 - 8417 Wildewood	303	1		9/15/2022 6:15	1	1	
<b>PHASE 8 TOTALS</b>				<b>43</b>	<b>37</b>	<b>6</b>	<b>64%</b>			

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A	B	C	D	E	F	G	H	I	J	K
253 Troyce	Wilson	7625160830	Phase: 9 - 2000 Spring Creek	330	1		9/11/2022 9:08	1		
254 Megan	McIntire	1346325970	Phase: 9 - 2002 Spring Creek	327	1		9/7/2022 11:29	1		
255 Colleen	Beesinger	5391076092	Phase: 9 - 8301 Wildewood	325	1		9/5/2022 6:31	1		
256 Thomas	Alex	2567019523	Phase: 9 - 8303 Wildewood	328	1		9/22/2022 18:45	1		
257 Brian	Durham	3102452079	Phase: 9 - 8305 Wildewood	331	1		10/21/2022 21:09	1		
258 Teasha	Crawford	6207833731	Phase: 9 - 8400 Spring Creek	343	1		9/19/2022 14:57	1		
259 Beth	McNeill	4478529807	Phase: 9 - 8401 Spring Creek	338	1		9/15/2022 7:29	1		
260 Heather	Wilkinson	6099657970	Phase: 9 - 8402 Spring Creek	342	1		9/23/2022 2:29	1		
261 Kay and Billy	Maxwell	9484835384	Phase: 9 - 8404 Spring Creek	341	1		9/15/2022 17:50	1		
262 Dawn	Ament	6556904243	Phase: 9 - 8406 Spring Creek	340	1		10/22/2022 7:25	1		
263 STEPHEN	WALKER	3134799905	Phase: 9 - 8408 Spring Creek	339	1		9/11/2022 14:46	1	1	
264 Michael	Aucoin	7869151014	Phase: 9 - 8410 Spring Creek	337	1		10/8/2022 6:16	1		
265 Charles	Jenkins	3721042538	Phase: 9 - 8411 Spring Creek	326	1		9/21/2022 6:24	1		
266 Thomas	Sims	9661486008	Phase: 9 - 8412 Spring Creek	335	1		9/12/2022 8:18	1		
267 Sarah	Pringle	5761213285	Phase: 9 - 8414 Spring Creek	333	1		10/20/2022 11:36	1		
<b>268 PHASE 9 TOTALS</b>					<b>15</b>			<b>14</b>	<b>1</b>	<b>67%</b>
269 Mark	Lostracco	19500014162	Phase: 10 - 2101 Walnut Grove	346	1	1	9/6/2022 16:22	1		
270 Jon	Taute	3751781638	Phase: 10 - 2102 Maplewood	378	1		9/6/2022 12:36	1		
271 Guy and Tyra	Benson	2458878899	Phase: 10 - 2102 Walnut Grove	365	1		9/7/2022 20:43	1		
272 Bill	Bolch	9688085940	Phase: 10 - 2103 Maplewood	368	1		9/7/2022 8:34	1		
273 Joey	Duhon	9656071301	Phase: 10 - 2103 Walnut Grove	349	1		12/1/2022 8:44	1	1	
274 Richard & Katherine	Josefy	8184006790	Phase: 10 - 2104 Maplewood	377	1	1	2/14/2023 14:19	1		
275 Tom	Nelson	5975659506	Phase: 10 - 2104 Walnut Grove	364	1		9/6/2022 17:33	1	1	
276 David	Houpt	4564936279	Phase: 10 - 2105 Maplewood	369	1		10/27/2022 9:28	1	1	
277 Catherine	Gibson	1556511455	Phase: 10 - 2105 Walnut Grove	352	1		10/17/2022 15:33	1		
278 Cynthia	Boyer	2100702628	Phase: 10 - 2106 Maplewood	376	1		9/7/2022 14:05	1		
279 Jacob	Davis	1804584462	Phase: 10 - 2106 Walnut Grove	363	1		9/12/2022 8:53	1	1	
280 Pam	Woody	6889293293	Phase: 10 - 2107 Maplewood	370	1		11/23/2022 10:37	1		
281 Alexey	Belyanin	7574937644	Phase: 10 - 2107 Walnut Grove	355	1		9/19/2022 9:29	1		
282 David	Jones	6469993743	Phase: 10 - 2108 Maplewood	375	1		9/20/2022 5:37	1		
283 Sharon	Starr	2683986198	Phase: 10 - 2108 Walnut Grove	362	1		9/15/2022 16:42	1	1	
284 Paul	Jackson	4251285695	Phase: 10 - 2109 Maplewood	371	1		10/20/2022 10:48	1		
285 Wahid	Nasiri	2475618315	Phase: 10 - 2110 Maplewood	374	1		10/21/2022 11:30	1	1	
286 Matthew	Fuhrmann	5752290514	Phase: 10 - 2110 Walnut Grove	361	1		11/15/2022 10:39	1		
287 Kimberly	Ross	7569458700	Phase: 10 - 2111 Maplewood	372	1		9/15/2022 16:04	1		
288 Rodrick	Wolf	2961971710	Phase: 10 - 2112 Maplewood	373	1		9/6/2022 14:13	1		
289 Louie	Rogers	4918725767	Phase: 10 - 2112 Walnut Grove	360	1		9/15/2022 5:56	1		
290 Nicole	Berny	5221272244	Phase: 10 - 2113 Walnut Grove	359	1		10/24/2022 14:07	1		
291 William	Kibler	4576228912	Phase: 10 - 8300 Shadow Oaks	344	1		9/5/2022 9:57	1	1	
292 Becky	Hallmark	5129976754	Phase: 10 - 8303 Shadow Oaks	348	1		9/11/2022 6:19	1		
293 Milady	Blaha	1659846480	Phase: 10 - 8304 Shadow Oaks	350	1		9/6/2022 10:10	1		
294 Matt	Winslow	2437253814	Phase: 10 - 8307 Shadow Oaks	354	1		11/7/2022 6:45	1		

Exhibit A  
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A	B	C	D	E	F	G	H	I	J	K
295 Kevin	Bennett	8364101444	Phase: 10 - 8310 Shadow Oaks	358	1		11/17/2022 19:39	1		
296	<b>PHASE 10 TOTALS</b>									
297 Meg	Rogers	2584859314	Phase: 11 - 2100 Rolling Rock	380	1	1	9/17/2022 10:35	20	7	56%
298 Craig	Turek	5591576278	Phase: 11 - 2100 Spring Creek	429	1		10/3/2022 8:35	1		
299 Pattie	Martin	3203272300	Phase: 11 - 2101 Rolling Rock	381	1		9/16/2022 19:21		1	
300 Gerald	Ebanks	6795336047	Phase: 11 - 2102 Spring Creek	427	1		9/5/2022 6:50	1		
301 Blake	Baumann	1432335380	Phase: 11 - 2103 Rolling Rock	383	1		9/19/2022 10:07		1	
302 Sherry	Vallejo	3206624582	Phase: 11 - 2104 Rolling Rock	384	1		9/15/2022 13:07	1		
303 Mary & Luke	Altednoif	7695596504	Phase: 11 - 2105 Rolling Rock	385	1		9/18/2022 20:42	1		
304 Jennifer	Webster	6174672168	Phase: 11 - 2106 Rolling Rock	386	1		9/27/2022 12:53	1		
305 Dan & Barb	Schumacher	2396406889	Phase: 11 - 2106 Spring Creek	421	1	1	10/6/2022 14:38	1		
306 Howard	Glueck	3779116018	Phase: 11 - 2107 Rolling Rock	387	1		9/5/2022 13:15	1		
307 Victoria	Carter	2883583634	Phase: 11 - 2108 Rolling Rock	388	1		9/9/2022 13:51	1		
308 Yunlong	Zhang	1286475202	Phase: 11 - 2108 Spring Creek	419	1		11/1/2022 7:33	1		
309 Jamie	Barwick	1390214965	Phase: 11 - 2110 Rolling Rock	390	1		9/12/2022 19:34	1		
310 Mary Ann	Gaylord	5159229106	Phase: 11 - 2110 Spring Creek	411	1		9/14/2022 8:59	1		
311 Alex	Hernandez	4143488963	Phase: 11 - 2111 Rolling Rock	391	1		9/18/2022 20:57	1		
312 Jeffrey	Wythe	9805240140	Phase: 11 - 2112 Rolling Rock	392	1		9/6/2022 14:28	1		
313 Donald	Johnson	7080602959	Phase: 11 - 2113 Rolling Rock	393	1		9/23/2022 7:12	1		
314 Alexei	Sokolov	1856351653	Phase: 11 - 2114 Rolling Rock	394	1		9/6/2022 9:11	1		
315 Bill	Sparkman, TTEE	3087132253	Phase: 11 - 2116 Rolling Rock	395	1		3/15/2023 6:22	1		
316 Reuben	Englert	4024189050	Phase: 11 - 2118 Rolling Rock	396	1		9/11/2022 7:28	1		
317 Robert	Gentry	5904509070	Phase: 11 - 2120 Rolling Rock	397	1		9/19/2022 14:59		1	
318 Emmanuel	Fernando	3436830091	Phase: 11 - 2122 Rolling Rock	414	1		10/2/2022 19:41	1		
319 Yang-Yi	Fan	2042202365	Phase: 11 - 2124 Rolling Rock	415	1		9/20/2022 8:30	1		
320 Alice	Wegner	4530509310	Phase: 11 - 8400 Turtle Rock	426	1		10/2/2022 14:16	1		
321 Kathie	Hawkins	8267520965	Phase: 11 - 8401 Turtle Rock	434	1		9/5/2022 17:31	1		
322 Lawrence	Field	1226502711	Phase: 11 - 8402 Turtle Rock	423	1		9/5/2022 6:20	1		
323 Denise	Snyder	3843812279	Phase: 11 - 8404 Turtle Rock	420	1		9/12/2022 16:21	1		
324 Michael & Phyllis	Rivers	9830511372	Phase: 11 - 8405 Turtle Rock	432	1		3/21/2023 10:09	1		
325 Rolando	Chapa	6706605383	Phase: 11 - 8406 Turtle Rock	418	1	1	9/5/2022 5:36		1	
326 Jill	Minatrea	5616158280	Phase: 11 - 8407 Turtle Rock	431	1		9/25/2022 13:16	1		
327 Dan & Julie	Clark	3648000133	Phase: 11 - 8411 Turtle Rock	428	1		9/24/2022 9:34		1	
328 Rhonda	Hall	3633145026	Phase: 11 - 8413 Turtle Rock	425	1		9/12/2022 10:38		1	
329 Jeffrey	Dickson	2402178217	Phase: 11 - 8415 Turtle Rock	422	1		9/27/2022 4:22	1		
330 Sarah	Feldmann	8900159000	Phase: 11 - 8417 Turtle Rock	413	1		12/1/2022 11:31	1		
331 Gregory	Edmondson	9095390110	Phase: 11 - 8421 Turtle Rock	410	1		9/7/2022 14:19	1		
332 Steven	Garrett	7160577954	Phase: 11 - 8423 Turtle Rock	408	1		9/6/2022 13:20	1		
333 Susan	Dennis	2573742449	Phase: 11 - 8424 Turtle Rock	409	1		9/17/2022 14:35	1		
334 Amy	Tremblay	7187207762	Phase: 11 - 8425 Turtle Rock	406	1		9/28/2022 14:18	1		
335 Suzan	Reed	8931723358	Phase: 11 - 8426 Turtle Rock	407	1		9/7/2022 7:47	1		
336 Ashley	Seabury	7277972381	Phase: 11 - 8427 Turtle Rock	404	1		9/17/2022 20:43	1		

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	A	B	C	D	E	F	G	H	I	J	K
337	Michelle	Rabindran	2895306122	Phase: 11 - 8428 Turtle Rock	405	1		9/17/2022 13:18	1		
338	Cristine	Heaps	5901773466	Phase: 11 - 8429 Turtle Rock	402	1		9/12/2022 9:32	1		
339	Aram	Davtyan	3965845684	Phase: 11 - 8430 Turtle Rock	403	1		10/4/2022 9:15		1	
340	Jimmy	Creel	7383281820	Phase: 11 - 8431 Turtle Rock	400	1		9/20/2022 15:44		1	
341	Constance	Stokes	5178903555	Phase: 11 - 8433 Turtle Rock	398	1		9/6/2022 6:46	1		
342	Bonnie	Mallen	1413071915	Phase: 11 - 8434 Turtle Rock	399	1		9/23/2022 15:37	1		
343	<b>PHASE 11 TOTALS</b>					<b>44</b>	<b>2</b>		<b>38</b>	<b>8</b>	<b>69%</b>
344	EFHOA TOTALS					316	15		245	86	74%

**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1503772

Volume : 18663

ERecordings - Real Property

Recorded On: June 05, 2023 11:38 AM

Number of Pages: 32

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**" Examined and Charged as Follows: "**

Total Recording: \$150.00

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

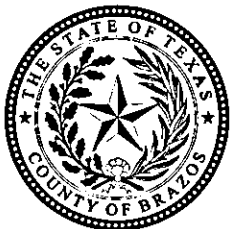
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1503772  
Receipt Number: 20230605000052  
Recorded Date/Time: June 05, 2023 11:38 AM  
User: Cathy B  
Station: MXL0512813

**Record and Return To:**

CSC Global  
OPTION 3 ON PHONE



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