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DEC 4 1978

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

FRANK BORISKIE
County Clerk, Brazos County, Bryzn, Texas
By *W. J. ...*

DEED RESTRICTIONS

154683

FOR

EMERALD FOREST, PHASE I, COLLEGE STATION, TEXAS

Whereas, HALDEC, INC. is the owner of that 21.08 acre tract of land in the Morgan Rector Survey, Brazos County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as Emerald Forest, Phase I, a subdivision of the City of College Station, Brazos County, Texas, said plat being recorded in Volume 412, Page 223, of the Deed Records of Brazos County, Texas, desires to create and carry out a uniform plan for the improvement, development and sale of all lots in said Emerald Forest, Phase I, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following reservations, restrictions, agreements, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in Emerald Forest, Phase I, and each contract or deed which may be hereafter executed with regard to any lots in said Emerald Forest, Phase I, shall conclusively be held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenants or easements set out in full or by reference in said contract or deed.

RESTRICTIONS

1. LAND USE AND BUILDING TYPE

No lot shall be used for any purpose except for single family residential purposes. The term "residential purposes" as used herein, excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, hotel and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars and permitted accessory structures.

2. ARCHITECTURAL CONTROL

No buildings or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, color of brick, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Any trees, with a diameter of 8 inches or greater, which a builder or lot owner plans to remove must be shown on the construction plans and reasons for their removal must be given before approval of the construction plans will be considered by the Architectural Control Committee.

The Architectural Control Committee is composed of three members whose names and addresses are: A. R. Swoboda, 1216 Glade, College Station, Texas, 77840; John J. Swoboda, P. O. Box 1939, Victoria, Texas, 77901; and Norman L. Swoboda, P. O. Box 1939, Victoria, Texas, 77901.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate ten (10) years after the date of this instrument, and approval required by this paragraph shall not be required unless, prior to said date and effective thereon, and then record owners of a majority of the lots subject hereto shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representative, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

3. DWELLING SIZE

The livable area of each main residential structure, exclusive of open screened porches, open terraces, garages, or detached servant quarters, shall not be less than that shown below:

<u>Minimum Structure Size</u>	<u>Block</u>	<u>Lot No.</u>
1500 sq. ft.	One (1)	1-20
	Three (3)	1,2
	Four (4)	1, 2, 3
1800 sq. ft.	One (1)	21-24
	Two (2)	1-18

4. BUILDING LOCATION

No building or fence shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, unless a city ordinance regulating the property permits the front building line to be less than 25 feet in which instance the city ordinance front building line setback would apply, nor shall any residential building be located nearer than fifteen (15) feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than twenty (20) feet to the rear lot line or nearer than seven feet six inches (7 ft., 6 in.) to any side lot line. For the purpose of this covenant, eaves, steps, and uncovered porches shall not be considered a part of the building.

No fence, wall, stoop, hedge, or other detached structure shall be erected, grown or maintained on any part of any lot

forward of the front or side building line of any corner lot on side facing street. No chain link or wire constructed fences shall be erected on any properties whatsoever located in Emerald Forest, Phase I. All fences shall be approved by the Architectural Control Committee.

5. 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 optionally open directly towards, and have driveway access from, the streets at the sides of the lots, except that no garage shall face and open at less than a ninety (90) degree angle to the side street unless the approval for same shall be given in writing by the Architectural Control Committee.

No access from garages on Lots 1, 2, 3, of Block 1, Lot 1, Block 2, Lot 1, Block 3, or Lot 1, Block 4, will be allowed onto Emerald Parkway.

6. FACING OF RESIDENCES

Residences on corner lots shall face the street from which the greater building line setback is shown on the recorded plat. This requirement may be waived by the Architectural Control Committee if, in its opinion, the conditions warrant the change.

7. BUILDING MATERIALS

The main residential structures shall have not less than 51% of the exterior wall areas constructed of brick or other wood products approved by the Architectural Control Committee. The Architectural Control 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.

8. LOT AREA AND WIDTH

Lots may be re-subdivided into building sites comprised of one or more lots as platted, provided that no dwelling shall be erected or placed upon any building site having a width less than 60 feet at minimum building setback line or having an area less than 9,500 sq. ft.

9. 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.

10. TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently, except for a temporary construction and sales office to be used by the developer. Such structure will be removed upon completion of the subdivision.

11. YARD APPEARANCE

All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material and equipment except for normal residential requirements, incidental to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash, or rubbish. All clothes lines, yard equipment, woodpiles or storage piles shall be kept screened by

a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from a view of neighboring lots, streets or other property.

12. PARKING OF VEHICLES

Overnight parking of vehicles or trailers owned by or under the control of residents of said installment is prohibited on the public streets within the subdivision.

13. SIGNS

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. 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 or in 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.

15. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that not more than two (2) dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

16. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 7-1/2 feet of the property line of 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.

18. SEWAGE DISPOSAL AND WATER SUPPLY

No water well, cesspool or other individual sewage system shall be constructed or used on any lot, but each lot owner must use the water and sewer services provided by State, County, Municipal or other government authorities.

19. DRAINAGE

All drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a minimum of 18 inches in diameter, unless the depth of the ditch shall require a larger size for proper drainage.

20. TERMS

These covenants and restrictions are to run with the land and shall be binding on all owners of lots in Emerald Forest, Phase I and all persons claiming under them for twenty (20) years after which time, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots is filed for record in Brazos County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

21. 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 the lot, at any time that the easements, agreements, restrictions, reservations or covenants are violated.

22. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns, and equally for the benefit of any subsequent owner of any lot or lots in Emerald Forest, Phase I and his heirs, executors, and administrators and assigns. Accordingly, all of the covenants, restrictions, easements, and reservations contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

23. SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no wise affect or impair the other covenants, reservations, easements, and restrictions which shall remain in full force and effect.

24. EASEMENTS

There are dedicated and reserved permanent and unobstructed easements as shown on the recorded plat of Emerald Forest, Phase I 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 Emerald Forest, Phase I, by whomsoever owned, and there is also dedicated and reserved an unobstructed aerial easement for utilities five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to all easements shown on the above mentioned recorded plat.

25. RESERVATIONS

The following reservations and easements shall be considered a part of and be constructed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots in Emerald Forest, Phase I.

It is agreed and understood that the title conveyed to any lot or parcel of land in said 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 Emerald Forest, Phase I or any public utilities companies through, along or upon any portion of the hereinabove mentioned streets, drives, lands, roads, easements, and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances is hereby expressly reserved by Emerald Forest, Phase I.

26. EMERALD FOREST COMMUNITY IMPROVEMENT ASSOCIATION

The owner, Haldec, Inc., shall cause to be formed a non-profit corporation to be known as Emerald Forest Community Improvement Association. The owner of each lot in Emerald Forest, Phase I, agrees to become, and shall be a member of said Association. The membership of said Association shall be limited to the owners of lots in said subdivision. The purpose of said corporation shall be to regulate, manage, and otherwise control the use of the common areas within the subdivision and such other activities within the subdivision as may from time to time be agreed upon by the membership. In furtherance of said purpose, Haldec, Inc., the owner and developer of the 21.08 acre tract known as Emerald Forest, Phase I, hereby declares that said real property, and any future additions to said property, shall be and are hereby subject to, and shall hereafter be subject to the following covenants:

ARTICLE I DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to Emerald Forest Home Owners' Association.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean any tract of land described and set forth by Developer as such and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the State of Texas, County of Brazos, and will be described in instruments filed for record in the future expressly subjecting said property to the terms and conditions of this Declaration.

Section 2. Additions to Existing Property. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to this Declaration, by filing of record a Supplementary Declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Members of the Association agree that as said additions are made, that said Association will accept same to be owned and managed pursuant to the terms and conditions of this Declaration.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a Fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A Membership shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. 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, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot in which he holds the interest required for membership by Section 1, provided that the Class B Membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total value outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) January 1, 1985.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which he holds

the interests required for membership under Section 1.

Section 3. Members Meeting.

(a) There shall be an annual meeting of the Members of the Association. The first annual meeting will be held within 90 days after facilities are opened and Developer will notify all Members at least one (1) week in advance of the exact time and place. Subsequent annual meetings will be determined by the Board of Directors and provided for in the Bylaws.

(b) The initial Board of Directors shall serve until said annual meeting, at which time a new Board will be elected by majority vote of Members voting. The Board of Directors shall consist of at least three (3) persons, and not more than nine (9), as will be determined by Members voting at the first annual meeting, and subsequently, as will be provided in the Bylaws.

(c) The Board of Directors shall be responsible for the affairs of the Association and shall adopt such Bylaws and regulations as necessary to carry out its functions, but cannot adopt Bylaws or regulations which are contrary to provisions as set out herein.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 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.

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

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the Common Properties to the Association at the time 70% or more of the total development of all phases of Emerald Forest have been sold by Developer.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued employment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps, as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of 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 V COVENANT FOR MAINTENCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by him within The Properties hereby covenants and each 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 to the Association; (1) monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the property at the time of the assessment.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvements and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, but excluding repair, maintenance and replacement of any property that is privately owned.

Section 3. Basis and Maximum of Monthly Assessments. Beginning the first day of the calendar month after which the common area is opened for use by the membership, the monthly assessments on each Lot belonging to a Member other than Developer, shall be \$5.00. Thereafter, the monthly assessment may be increased by the Board of Directors of the Association in an amount not to exceed \$12.00 per month. Any increases beyond \$12.00 per month must be approved by the membership pursuant to Section 5, below.

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.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized by Section 3 thereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Monthly Assessments. Subject to the limitations of Section 3 hereof, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof (prospectively) for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Section 4 and 5 hereof, shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of 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 4 and 5, 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.

Section 7. Date of Commencement of Special Assessment. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Association shall upon demand at any time furnish to any Owner liable for said assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a 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.

If the assessment is 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 (10) percent 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, and in the event a judgment is obtained, and such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 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 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 pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein;

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

(b) All Common Properties as defined in Article I, Section 1, hereof;

(c) Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

WITNESS THE HAND AND SEAL OF SAID CORPORATION, this 12th day of September, 1978.

ATTEST:

HALDEC, INC.

Linda Tompkins
Secretary

BY: Allen R. Swoboda
Allen R. Swoboda President

ATTEST:

VICTORIA BANK & TRUST COMPANY

Laura Barker
Assistant Vice President
Laura Barker

BY: John A. Davenport
John A. Davenport Vice President

