

of the Creek Annual Assessment shall be sent to every Creek Owner subject thereto at the address of each Creek Parcel or at such other address provided to the Foundation in writing from the Creek Owner. Creek Annual Assessments shall be considered delinquent if not received by the Foundation by January 31 of the year for which the Creek Annual Assessment pertains.

Notwithstanding the foregoing, the Creek Annual Assessment shall begin and be due and payable in the calendar year 2020 (the "Initial Creek Annual Assessment"). The Initial Creek Annual Assessment shall be adjusted according to the number of days then remaining in the year 2020 at the time the Initial Creek Annual Assessment is assessed, as determined by the Board, in its sole discretion. Written notice of the Initial Creek Annual Assessment shall be sent to every Creek Owner subject thereto at the address of each Creek Parcel or at such other address provided to the Foundation in writing from the Creek Owner. The Initial Creek Annual Assessment shall be considered delinquent if not received by the Foundation on or before 30 days after the Initial Creek Annual Assessment has been mailed as set forth in the immediately preceding sentence.

2. Article VIII, Section 8.06 is amended to read as follows:

8.06 Increases. The maximum Creek Annual Assessment for calendar year 2020 shall be in the amount of Two Thousand and no/100 Dollars (\$2,000.00) per Creek Parcel. Beginning with the calendar year 2021, the maximum Creek Annual Assessment may be increased once a year by the Board, by an amount not to exceed twenty percent (20%) over the prior year's maximum Creek Annual Assessment. For example, if the maximum Creek Annual Assessment for the prior year was \$3,000 per Creek Parcel but the actual amount of the Creek Annual Assessment assessed was \$2,000, the maximum Creek Annual Assessment for the following year may be increased by the Board to \$3,600 (\$3,000 plus the sum of \$3,000 x 20%) even though the maximum Creek Annual Assessment (\$3,600) may not actually be assessed. Unless waived in writing by the Town Founder or Creek Initial Owner, as applicable, in the event the Foundation becomes indebted to the Town Founder or Creek Initial Owner in any manner, the Board will be required to increase and assess the Creek Owners the twenty percent (20%) maximum Creek Annual Assessment provided for in this Section each year to provide for the repayment to the Town Founder or the Creek Initial Owner until the Town Founder or Creek Initial Owner, as applicable, have been paid in full.


The Creek Annual Assessment may be increased above that allowed by this Section, if, and only if, the increase is approved by the affirmative vote of two-thirds (2/3) of the total eligible votes of the Foundation present, in person or by proxy, at a meeting duly called for that purpose. Voting may also be handled by mail ballot as long as the ballots contain the name, property address, and certification by the Secretary of the Foundation, alternate address of the Creek Member, if applicable, and the date and signature of the Creek Member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the election, or may be collected by door-to-door canvas.

Upon the increase of the maximum Creek Annual Assessment requiring the vote of the Foundation, pursuant to the provisions of this Section, the Foundation shall cause to be recorded in the Office of the County Clerk of Brazos County, Texas, a sworn affidavit of the President (or any Vice President) and of the Secretary of the Foundation which shall certify, among other items that may be appropriate, the total number of eligible votes as of the date of the voting, the quorum required, the number of votes represented, the number of votes voting "for" and "against" the levy, the amount of the increased Creek Annual Assessment so authorized, and the date by which the increased Creek Annual Assessment must be paid to avoid being delinquent. The increase in the maximum Creek Annual Assessment so approved shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Office of the County Clerk of Brazos County, Texas.

EXECUTED this 15 day of July, 2020.

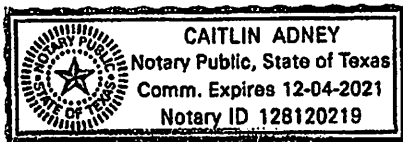
TOWN FOUNDER:

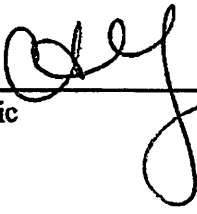
ROCK BARN CONSERVATION PARTNERS, LLC, a Texas limited liability company

By: 
John E. McFarlane, Jr., President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 15 day of July, 2020, by John E. McFarland, Jr., the President of Rock Barn Conservation Partners, LLC, a Texas limited liability company, on behalf of said company.




Notary Public

AFTER RECORDING, RETURN TO:

~~Mark K. Knop
Hoover Slovacek, L.L.P.
5051 Westheimer Road, Suite 1200
Houston, Texas 77056~~

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1399281
Volume : 16202

ERecordings - Real Property

Recorded On: July 16, 2020 08:34 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$42.00

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

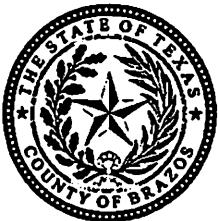
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1399281
Receipt Number: 20200716000015
Recorded Date/Time: July 16, 2020 08:34 AM
User: Susie C
Station: CCLERK01

Record and Return To:

eRecording Partners



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