

U Title No. 207584F *ls*

**FIRST AMENDMENT TO SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, EASEMENTS AND RIGHTS FOR MILLICAN  
RESERVE TO CREATE THE VILLAGE OF THE HOLLOW**

THE STATE OF TEXAS  
COUNTY OF BRAZOS

§  
§ KNOW ALL PERSONS BY THESE PERSONS:  
§

WHEREAS, that certain Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations, Easements and Rights for Millican Reserve to Create the Village of The Hollow (the "Declaration") dated May 18, 2016, was recorded in the Office of the County Clerk of Brazos County, Texas, under Clerk's File No. 2016-1264282 on May 19, 2016, and subjects real property known as The Hollow, a subdivision (village) in Brazos County, Texas, and more particularly described in the Declaration ("The Hollow Village") to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, The Hollow Village is additionally encumbered by the covenants, conditions, restrictions, easements, charges and liens set forth in the Master Declaration of Covenants, Conditions, Restrictions, Reservations, Easements and Rights for Millican Reserve dated October 27, 2015, recorded in the Office of the County Clerk of Brazos County, Texas, in Volume 13020, Page 62, *et. seq.*; and

WHEREAS, Article IX, Section 9.09 of the Declaration provides that Rock Barn Conservation Partners, LLC., a Texas limited liability company (the "Town Founder") can amend any provision of the Declaration, at its sole and absolute discretion, prior to the expiration of the Hollow Development Period (as defined in the Declaration and herein called "Hollow Development Period"); and

WHEREAS, the Hollow Development Period has not expired; and

WHEREAS, the Town Founder desires to amend the Declaration as set forth below;

NOW, THEREFORE, in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town Founder does hereby amend the following provisions in the Declaration to read as follows:

**1. Article VII, Section 7.05 is amended to read as follows:**

**7.05 Amount.** Hollow Annual Assessments shall be payable in advance on or before January 1 of each year. The Board may fix the Hollow Annual Assessment at an amount not in excess of the maximum, and shall fix the amount of the Hollow Annual Assessment against each Hollow Lot by December 1 preceding the Hollow Annual Assessment period. The Hollow Annual Assessment period shall begin on January 1 of each year. Written

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

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

**2. Article VII, Section 7.06 is amended to read as follows:**

**7.06 Increases.** The maximum Hollow Annual Assessment for calendar year 2020 shall be in the amount of Two Thousand and no/100 Dollars (\$2,000.00) per Hollow Lot. Beginning with the calendar year 2021, the maximum Hollow 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 Hollow Annual Assessment. For example, if the maximum Hollow Annual Assessment for the prior year was \$3,000 per Hollow Lot but the actual amount of the Hollow Annual Assessment assessed was \$2,000, the maximum Hollow 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 Hollow Annual Assessment (\$3,600.00) may not actually be assessed. Unless waived in writing by the Town Founder or Hollow Initial Owner, as applicable, in the event the Foundation becomes indebted to the Town Founder or Hollow Initial Owners in any manner, the Board will be required to increase and assess the Hollow Owners the twenty percent (20%) maximum Hollow Annual Assessment provided for in this Section each year to provide for the repayment to the Town Founder or the Hollow Initial Owners until the Town Founder or Hollow Initial Owners, as applicable, have been paid in full.

The Hollow 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 Hollow Member, if applicable, and the date and signature of the Hollow 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.

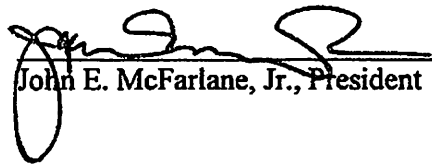
Upon the increase of the maximum Hollow Annual Assessment requiring the vote of the Foundation, pursuant to the provisions of this Section, the Foundation shall cause to be recorded in the Office of the County Clerk of Brazos County, Texas, a sworn affidavit of the President (or any Vice President) and 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 Hollow Annual Assessment so authorized, and the date by which the increased Hollow Annual Assessment must be paid to avoid being delinquent. The increase in the maximum Hollow 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:

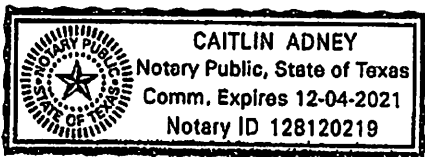
  
John E. McFarlane, Jr., President

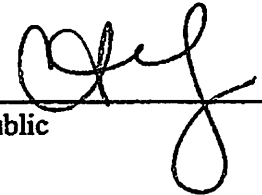
THE STATE OF TEXAS

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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**

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**Instrument Number: 1399279  
Volume : 16202**

**ERecordings - Real Property**

**Recorded On: July 16, 2020 08:34 AM**

**Number of Pages: 5**

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

**Total Recording: \$42.00**

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

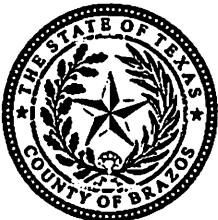
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

**Document Number: 1399279  
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**