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I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of BRAZOS COUNTY, TEXAS

Honorable Karen McQueen, County Clerk, Brazos County

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MILLICAN RESERVE

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

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS FOR MILLICAN RESERVE TO CREATE THE VILLAGE OF THE HOLLOW (this "Hollow Supplemental Declaration") is made and entered into this 18 day of May, 2016 by RB Ventures II, LLC, a Texas limited liability company ("RBVII"). RBVII being herein called the "Initial Hollow Owner".

WITNESSETH

WHEREAS, RBVII is the record owner of fee simple title to that certain 32.350 acre tract or parcel of real property more particularly described in *Exhibit "A"* attached hereto and made a part hereof (sometimes referred to as the "RBVII Property"); and

WHEREAS, Rock Barn Conservation Partners, LLC, a Texas limited liability company (the "Town Founder"), is the developer of The Hollow; and

WHEREAS, the Town Founder and the Hollow Initial Owner desire to create a residential, conservation community which will create a model for others; and where residents value the health of their environment and the soil, live in harmony with nature, and where the unique and important natural, agricultural, ecological, open space and scenic resources of The Hollow are maintained and enhanced in connection with, and as part of, the promotion of the health, safety and welfare of the Hollow Owners; and

WHEREAS, the Town Founder and the Hollow Initial Owner desire to provide a general and uniform plan for the orderly development and improvement of the Property and for the maintenance of the Hollow Common Property (as hereafter defined) to insure that The Hollow is developed, improved, used, occupied, maintained and enjoyed as an architecturally harmonious, environmentally sensitive, and desirable residential area which will enhance the general welfare, quality of life, and the property values of all the Hollow Owners; and

WHEREAS, RBVII desires to have the RBVII Property made subject to this Hollow Supplemental Declaration and to convey to the Town Founder all rights and interest of the Town Founder as set forth under this Hollow Supplemental Declaration; and

WHEREAS, The Hollow Community Foundation ("Foundation") has been or will be incorporated under the laws of the State of Texas as a nonprofit corporation, for the purpose of administering and enforcing the said covenants, conditions, restrictions, reservations, easements, rights, charges and liens, and of disbursing assessments and charges hereinafter created:

NOW THEREFORE, the Hollow Initial Owner hereby declares that the Hollow Property together with such additions thereto as may hereafter be made, shall hereafter be held, conveyed, sold, encumbered, developed, occupied, leased and used subject to the following covenants, conditions, restrictions, reservations, easements and rights which are for the purpose of protecting the value and desirability of, and which will run with the Hollow Property; shall be binding on all parties having or acquiring any right, title or interest in the Hollow Property, or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Hollow Property and any interest therein; and shall inure to the benefit of and be binding upon the Hollow Owners of the Hollow Property or any part thereof, their successors in interest, and may be enforced as more specifically set forth herein, by the Town Founder, its successors and assigns as provided herein, by any Hollow Owner or its successors in interest, by the Foundation or by the Conservancy.

ARTICLE I – PURPOSE

The purpose of this Hollow Supplemental Declaration is to create the Village to be known as The Hollow. The Hollow is also encumbered by the Master Declaration of Covenants, Conditions, Restrictions Reservations, Easements and Rights for Millican Reserve (the “Master Declaration”) dated October 27, 2015, and recorded in Volume 13020, Page 62 of the Official Public Records of Brazos County, Texas (sometimes referred to herein as the “County”) by Village Declaration of even date herewith, recorded in Volume 13354, Page 118 of the Official Public Records of Brazos County, Texas.

ARTICLE II – DEFINITIONS

All capitalized terms not defined herein shall have the meanings ascribed to them in the Master Declaration.

2.01 “Ancillary Building” shall mean any non-residential building that is used for storage or machinery. All Ancillary Buildings must meet the architectural requirements of the Design Guidelines and must be approved in writing by the ARC prior to construction.

2.02 “Board” shall refer to the body responsible for administration of the Foundation and serving as the board of directors of the Foundation under Texas law. The initial Board shall be appointed by the Town Founder. Subject to Section 4.04, the Town Founder hereby retains the right to appoint and remove all directors of the Foundation until the end of the Hollow Development Period. The Board appointed by Town Founder shall serve after the Hollow Development Period until an election can be conducted to elect a new Board pursuant to the Bylaws of the Foundation.

2.03 “Hollow Access Easement” shall mean a non-exclusive easement in the Hollow Access Easement Area, subject to the conditions and restrictions in Article VIII of this Hollow Supplemental Declaration, for pedestrian and vehicular ingress, egress and access over and across the Hollow Access Easement Area.

2.04 “Hollow Access Easement Area” shall mean the area affected by and encumbered by the Hollow Access Easement, which is labeled as a Private Access Easement or “Pr. A.E.” on Exhibit “C”, attached hereto and made a part hereof for all purposes. In the event that The

Hollow becomes a platted subdivision, the Hollow Access Easement Area shall mean the area on the plat of The Hollow, which is dedicated as a Private Access Easement. In the event of a conflict between *Exhibit "C"* and any final plat for The Hollow which is filed in the Official Public Records of Brazos County, Texas ("Final Plat"), the Final Plat shall control.

2.05 "Hollow Assessment" shall mean assessments of the Foundation and includes regular Hollow Annual Assessments, Hollow Special Assessments, and Hollow Individual Assessments in accordance with Article VII herein.

2.06 "Hollow Bylaws" shall mean the Bylaws of the Foundation, which have been or will be adopted and approved by the Board, and as may be from time to time amended.

2.07 "Hollow Certificate of Formation" shall mean the Certificate of Formation of The Hollow Community Foundation, which has been or will be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended.

2.08 "Hollow Common Property" shall mean and refer to all real and personal property from time to time owned by the Foundation, the Hollow Initial Owner, or Town Founder for the common use, enjoyment and benefit of all Hollow Owners including the Hollow Access Easement Area, the Hollow Utility Easement Area, and the areas of land shown on *Exhibit "B"* and designated in this Hollow Supplemental Declaration for use as entry features, meadows, as easements and facilities for surface water management, and the easements for ingress and egress to the public rights of way, and such other property or easements conveyed or dedicated to the Foundation hereafter. The Hollow Common Property shall include such areas marked as "Hollow Common Property" on *Exhibit "B"*.

2.09 "Hollow Development Period" shall mean and refer to the period of time during which the Town Founder reserves the right to facilitate the development, construction, and marketing of the Hollow Property or the right to direct the size, shape, and composition of the Hollow Property; which period of time shall begin upon the recordation of this Hollow Supplemental Declaration in the Official Public Records of Brazos County, Texas, and shall terminate on the earlier of: (i) the date on which all of the Hollow Lots have been conveyed by the Hollow Initial Owner and all Hollow Lots have been improved with a Dwelling; or (ii) such earlier date as may be established by the Town Founder in a written instrument recorded in the Official Public Records of Brazos County, Texas.

2.10 "Hollow Easement Area" shall refer, collectively, to the Hollow Access Easement Area and the Hollow Utility Easement Area.

2.11 "Hollow Facilities" shall mean any security gates or other devices controlling access, community trash receptacles, picnic areas, clubhouses, community mailboxes, and any other property, real or personal, commonly benefiting the Hollow Owners, located within the Hollow Property and owned by the Foundation, the Hollow Initial Owner and/or Town Founder.

2.12 "Hollow Fee Schedule" shall mean and refer to a list of fees, fines, and Hollow Assessments associated with The Hollow and Hollow Owner activity therein. The Foundation reserves the right to add, remove, and/or revise any of the items in the Hollow Fee Schedule at any time, and any omission of fees, fines, and Hollow Assessments from the Hollow Fee Schedule does not render them invalid for future inclusion in the Hollow Fee Schedule. It is

each Hollow Owner's responsibility to confirm all fees, fines, and Hollow Assessments pertaining to the Hollow Lot as specified within this Hollow Supplemental Declaration and within the Hollow Fee Schedule before taking any action which may incur fees. A copy of the most current Hollow Fee Schedule will be maintained at all times by the Foundation.

2.13 "Hollow Fund" shall mean and refer to a fund composed of the total revenues received by the Foundation from the Hollow Assessments levied by the Foundation pursuant to this Hollow Supplemental Declaration.

2.14 "Hollow Initial Owner" shall mean and refer to RBVII.

2.15 "Hollow Lot" shall mean a portion of the Hollow Property, whether improved or unimproved, which may be used for single family residential use and be independently owned and conveyed.

2.16 "Hollow Member" and/or "Hollow Members" shall mean and refer to all those Hollow Owners who are entitled to membership in the Foundation as provided in this Hollow Supplemental Declaration.

2.17 "Hollow Owner" shall mean and refer to a person, whether one or more persons or entities, who holds record fee simple title to any Hollow Lot including the Hollow Initial Owner, their successors and assigns, but excluding those having an interest in any such Hollow Lot, merely as security for the payment of a debt or the performance of any obligation.

2.18 "Hollow Property" shall mean and refer to all lands included within and comprising The Hollow as herein described in this Hollow Supplemental Declaration, together with all land added to this Hollow Supplemental Declaration as amendments or additional exhibits added in accordance with the provisions hereof.

2.19 "Hollow Rules" shall mean and refer to the rules adopted by the Board pursuant to this Hollow Supplemental Declaration, as they may be amended from time to time.

2.20 "Hollow Supplemental Declaration" shall mean and refer to this Hollow Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations, Easements and Rights for Millican Reserve to Create the Village of the Hollow.

2.22 "Hollow Utility Easement" shall mean a non-exclusive easement in the Hollow Utility Easement Area for the installation, construction, operation, maintenance, replacement, repair, upgrade and removal of the Utilities.

2.23 "Hollow Utility Easement Area" shall mean the area affected by and encumbered by the Hollow Utility Easement, which is labeled "Pr. U.E." on *Exhibit "C"*, attached hereto and made a part hereof for all purposes. In the event that The Hollow becomes a platted subdivision, the Hollow Utility Easement Area shall mean the area on the plat of The Hollow, which is dedicated as a Private Utility Easement. In the event of a conflict between *Exhibit "C"* and any final plat for The Hollow which is filed in the Official Public Records of Brazos County, Texas ("Final Plat"), the Final Plat shall control.

2.24 "Foundation" shall mean and refer to The Hollow Community Foundation, a corporation not for profit which the Town Founder or the Hollow Initial Owner shall cause to be formed and to which shall be delegated and assigned the power, authority, duty and obligation defined under Article IV.

2.25 "Meadow" shall mean and refer to a naturalized area on a Hollow Parcel where all Improvements, such as a Dwelling, buildings and parking, shall be located. The Design Guidelines shall govern the size, shape and location of the Meadow and may restrict the types of Improvements that may be located in portions of the Meadow.

2.26 "The Hollow " shall mean and refer to the single Family residential, conservation and agrarian community planned for and developed on the Hollow Property.

2.27 "Wilderness Buffer" shall mean an area along the perimeter of Hollow Lots in which there shall be no Improvements or clearing of any trees or understory plants, except as described in the Design Guidelines. The size, shape and location of the Wilderness Buffer shall be governed by the Design Guidelines.

ARTICLE III - REGULATIONS OF USES

3.01 Additions to the Hollow Property. During the Hollow Development Period, the Town Founder, its successors and assigns, shall have the unilateral right, in its sole and absolute discretion, to bring within the scheme of this Hollow Supplemental Declaration additional properties in future stages of the development (including without limitation, subsequent sections of the Millican Reserve subdivision and all or portions of other properties developed by Town Founder or affiliated or subsidiary entities) without the consent or approval of owners of any Hollow Property or otherwise. The Town Founder shall also have the unilateral right, in its sole and absolute discretion, to designate easements, designate different land uses including but not limited to multi-family attached Dwellings and commercial areas, and further define or change boundary lines of Hollow Property without the consent of the owner of such Hollow Property.

3.02 Mergers of the Foundation. Upon a merger or consolidation of the Foundation with another association, the Foundation's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Foundation as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the other association. No such merger or consolidation, however, shall affect any covenants established by this Hollow Supplemental Declaration or any amendment thereto. In addition, the Town Founder reserves the right to merge and subordinate the Foundation, during the Hollow Development Period, with another Foundation, which may or may not be governing additional property owners associations, at Town Founder's sole discretion.

3.03 Commercial Activity. No industry, trade, business, occupation or profession shall be conducted, maintained or permitted upon any portion of any Hollow Lot; except that a Hollow Owner may maintain a home office for his/her own business use solely limited to office work as long as employees, clients, customers or the like do not come onto any Hollow Lot for any

purpose related to the Hollow Owner's use of any home office. Hollow Owners may produce agricultural products acceptable to the Board or the Town Founder on their Hollow Lot, but may not sell directly to the public from their Hollow Lot or otherwise invite customers onto their Hollow Lot. The Hollow Common Property shall not be used for commercial purposes, provided however, that the Town Founder or the Hollow Initial Owner may use the Hollow Common Property in promoting the sale and development of Hollow Lots; and, provided, that this restriction shall not prohibit the use of the Hollow Common Property in the entertainment of guests, who may also be customers or clients of Town Founder or Hollow Owners. In addition, the Foundation may implement and advertise certain commercial uses (such as an event or meeting facility or a farm or garden related facility or another compatible use) within the Hollow Common Property for the benefit of the Foundation, and the Foundation may retain a professional management firm, including one affiliated with the Town Founder or the Hollow Initial Owner, to manage such limited commercial uses on behalf of the Foundation.

3.04 Combining of Hollow Lots. A Hollow Owner of two contiguous Hollow Lots may, with prior written approval of the Foundation, combine said Hollow Lots into one Hollow Lot. Such combination shall be at the sole expense of said Hollow Owner. The Foundation may withhold approval of such a combination of Hollow Lots in its sole discretion.

3.05 Required Construction Timeline. Construction of a Dwelling must be started within three (3) years from the initial date of purchase of the Hollow Lot from the Hollow Initial Owner or within three (3) years from the date the water and electrical lines are installed within the Utility Easement Area to allow for such construction to commence on the Hollow Lot, whichever is later. The "start of construction" for purpose of this Section is defined as a Hollow Owner in receipt of all written approvals and permits prior to beginning the construction of an Improvement upon a Hollow Lot including, but not limited to, written architectural approval from the Foundation and any required governmental body as well as some physical evidence on the Hollow Lot that construction of a residence has begun. Failure to begin construction of a residential Improvement as defined above within three (3) years of the above-designated date will result in the imposition by the Foundation of a fee equal to \$5,000.00 per Hollow Lot per year. Construction of Improvements shall be continuous and proceed in an orderly fashion without interruption and any individual Improvement on a Hollow Lot shall be completed in a reasonable time, not to exceed eighteen (18) months (please refer to the Hollow Fee Schedule for any applicable penalties) from ARC's receipt of the compliance deposit per the Design Guidelines.

3.06 Clearing of Lots. Any clearing of trees or underbrush within any Hollow Lot must be approved by the ARC pursuant to the Design Guidelines. The clearing and construction process is to be carefully conceived and managed to ensure minimal site disruption and development impact. Clearing is to be performed using manual tools or a rotary mulcher for larger jobs; in certain instances, such as opening up a Meadow where root systems need to be extracted, bulldozers or similar scale equipment may be used with approval by the ARC. Existing trees and plants are to be salvaged to the extent possible.

Possible strategies for minimizing impact, in order to skillfully carve the Hollow Lot out of a delicate ecosystem, include using site elements (such as trees that must be cleared) for mulch/dust to provide erosion control along vehicular paths for soil stabilization. Strategically

placed lay down areas can be used to store mulch during construction to limit landscape disturbance. Excavated soils and fill materials can be accumulated and used to restore disturbed landscape areas; this approach more effectively promotes revegetation than imported topsoil because it contains existing seed characteristics of the site's native plants and grasses. These suggestions and other techniques can ensure minimal disruption to a precious and fertile ecosystem throughout the project's implementation.

3.07 Household Pets. As may be further regulated by the Rules or the Hollow Rules from time to time promulgated by the Foundation or the Conservancy, Hollow Owners may keep up to five (5) Household Pets on their Hollow Lot. The Hollow is a community which values the health of the environment and the soil, and is supportive of a wildlife conservation and agrarian lifestyle; therefore certain farm animals are permitted on a Hollow Lot insofar as these farm animals do not interfere with other Hollow Owners' enjoyment of their Hollow Lot or change the use of the Property. As may be further regulated by the Hollow Rules from time to time promulgated by the Foundation and only with the written approval of the Foundation, the following farm animals are permitted on Hollow Lot: maximum of 12 chickens per Hollow Lot (roosters expressly prohibited).

The construction and location of any animal enclosures including but not limited to chicken coops, runs, or related improvements require the written approval of the ARC pursuant to the Design Guidelines prior to construction. All such enclosures and related improvements must be maintained and remain in sanitary conditions without noxious odors, at all times. The Foundation reserves the right to enter a Hollow Lot to inspect condition of any such enclosures and related improvements, and any violations may result in the immediate removal of all farm animals on the Hollow Lot, permanent denial of any future use related to the housing of farm animals, and is subject to fines.

3.08 Outdoor Laundry Drying. Air-drying clothes in a "solar dryer", i.e. outdoor clothes line, is permitted and encouraged as an energy-saving measure, so long as clothes lines are not Visible From Neighboring Property, Common Property, or Hollow Common Property.

3.09 The Hollow Entry Features. The Hollow is a private community and public access is restricted. Town Founder or the Hollow Initial Owner may install and own entry features, mailboxes and entry gates to The Hollow ("Entry Features"), but the Foundation is required to maintain these Entry Features. Town Founder or the Hollow Initial Owner, in their sole discretion, can convey the Entry Features to the Foundation at any time or move the location of the Entry Features.

3.10 Town Founder's Use. Notwithstanding anything stated to the contrary herein, until the expiration of the Hollow Development Period, neither any of the Hollow Owner's, nor the Foundation's use of the Hollow Property shall interfere with the completion of Town Founder's or the Hollow Initial Owner's contemplated Improvements and the sale of the Hollow Lots by Town Founder or the Hollow Initial Owner. It is the obligation of Town Founder to provide certain utilities, easements, and roads within the Hollow Common Property. Any additional Improvements are in the Town Founder's sole discretion to build. Town Founder may make such use of the unsold Hollow Lots and the Hollow Common Property, or any part thereof, without any charge, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, storage barn, security area, the showing of the

Hollow Property and the display of signs and the use of the Hollow Lots as parking areas or to walk or drive upon to reach another portion of the Hollow Property.

3.11 Restriction Upon Sale of Hollow Parcels. Prior to the expiration of the Hollow Development Period, the Hollow Initial Owner and the Town Founder reserve the right to restrict the offering of a Hollow Lot for sale by a Hollow Owner, if the proposed listing price for such Hollow Lot is below the current price, determined on a per acre basis, established by Town Founder or the Hollow Initial Owner for Hollow Lots owned by the Town Founder or the Hollow Initial Owner. There shall be no restriction on the offering or sale of any Hollow Lot at a price equal or higher than the current purchase price established by Town Founder or the Hollow Initial Owner for their own Hollow Lots. Prior to listing a Hollow Lot for sale below the current purchase price determined by Town Founder or the Hollow Initial Owner for Hollow Lots, the selling Hollow Owner must provide written notice of his intention and the complete sale listing terms to Town Founder. Following receipt of such notice, Town Founder shall have 15 days to notify the Hollow Owner in writing of his intention to contract to purchase the Hollow Lot pursuant to the proposed sale listing terms; any closing under such a contract shall occur within 60 days of the original notice to the Town Founder by the Hollow Owner.

In the event any Hollow Owner receives a bona-fide offer for his or her Hollow Lot for a price less than the current purchase price determined by Town Founder or the Hollow Initial Owner for their own Hollow Lots (whether or not the Hollow Owner has listed the Hollow Lot for sale and whether or not Town Founder previously declined to purchase the Hollow Lot), and the Hollow Owner intends to accept such offer, the Town Founder shall have a right of first refusal relating to the purchase of the Hollow Owner's Hollow Lot. Such right of first refusal shall be exercised under the following conditions:

- (a) **Notice of Hollow Lot Owner.** Prior to expiration of the Hollow Development Period, any Hollow Owner who receives a bona fide offer for the purchase of his Hollow Lot at a price below the current purchase price, determined on a per acre basis, established by Town Founder or the Hollow Initial Owner for Hollow Lots owned by them (hereinafter called "Outside Offer") which the Hollow Owner intends to accept, shall give written notice to the Town Founder of such offer and of such intention, the name and address of the proposed grantee and such other information as the Town Founder may reasonably require.
- (b) **Offer to Town Founder.** The Hollow Owner shall thereupon offer to sell such Hollow Lot to the Town Founder or its designee, corporate or otherwise, on the same terms and conditions as contained in such Outside Offer; however, if the terms and conditions provide for a mortgage at the time of transfer, the Town Founder may, at its option, pay for the Hollow Lot in cash.
- (c) **Representation by Hollow Owner.** The giving of such notice shall constitute a warranty and representation by the Hollow Owner who has received such offer, to the Town Founder on behalf of the other Hollow Owners, that such Hollow Owner believes the outside offer to be bona fide in all respects and that he intends to accept it.

- (d) **Election by Town Founder.** Within fifteen (15) days after the receipt of such notice, the Town Founder may elect, by notice to such Hollow Owner, to purchase such Hollow Lot or to cause the same to be purchased by its designee.
- (e) **Closing by Town Founder.** In the event Town Founder elects to purchase such Hollow Lot, the closing shall occur no later than either the closing date specified in the bona fide contract or sixty (60) days following Town Founder's written notice to the Hollow Owner of Town Founder's election to purchase the Hollow Lot.
- (f) **Failure to Accept Offer.** In the event the Town Founder shall fail to accept such offer within the above-described fifteen (15) day period, as foresaid, the offering Hollow Owner shall be free to contract to sell such Hollow Lot to the outside offeror, on the terms and conditions set forth in the notice of such Outside Offer. Town Founder's right of first refusal extends to each and every offer to purchase a Hollow Lot(s) which is bona fide and memorialized in a written contract. Each bona fide written offer to purchase a Hollow Lot(s), whether same arises between parties to an earlier failed or terminated Outside Offer, is a counter offer, or is the result of an amended or supplemental outside offer, shall be subject to Town Founder's right of first refusal.
- (g) **Violation.** Town Founder reserves the right to enforce this Section of the Hollow Supplemental Declaration as permitted by law against any Hollow Owner in violation of these provisions.

ARTICLE IV - THE FOUNDATION

4.01 Organization and Purpose. In order to implement the general purposes of this Hollow Supplemental Declaration, Town Founder shall cause the Foundation to be organized and formed as a non-profit corporation under the laws of the State of Texas. The purpose of the Foundation, in general, shall be to ensure high standards of maintenance and operation of all the Hollow Common Property, to insure the provision of services and facilities for the common benefit of all Hollow Owners, and in general to maintain and promote the desired character of The Hollow as an environmentally sensitive, first class residential community.

4.02 Membership. Every person who is a Hollow Owner of any Hollow Lot (whether one or more persons or entities) which is subject to a Hollow Assessment shall be a Hollow Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.

4.03 Voting Rights. In all matters submitted to a vote of the Hollow Members, there shall be two classes of voting memberships:

Class A: Each Hollow Owner, whether one or more persons or entities, of a Hollow Lot shall, upon and by virtue of becoming such Hollow Owner, automatically become a Class A Member of the Foundation and shall remain a Class A Member thereof until his ownership ceases for any reason as stated above, but there shall only be one (1) vote per Hollow Lot. Class A Members shall be all Hollow Members other than Class B Members. Hollow Initial Owner shall become a Class A Member with regard to Hollow

Lots owned by Hollow Initial Owner upon conversion of the Hollow Initial Owner's Class B membership to Class A membership as provided herein below.

Class B: The Class B Member shall be the Hollow Initial Owner. The Class B Member shall be entitled to five (5) votes per Lot owned. The Class B membership shall cease and be converted to Class A membership upon the expiration of the Hollow Development Period. The Hollow Initial Owner, in its sole and absolute discretion, may convert Class B membership to Class A membership at any time in a document recorded in the Official Public Records of Brazos County, Texas.

If Town Founder determines, at Town Founder's sole discretion, that the Foundation is capable of performing the necessary duties as defined herein, the Town Founder, reserves the right at any time to turn over any of its rights and duties to the Foundation, or to unilaterally convert the Hollow Initial Owner's membership status from Class B to Class A.

Reinstatement of Class B Votes. Notwithstanding the prior provisions of Subsection (b) above, if additional property is made subject to the jurisdiction of the Foundation pursuant to a Hollow Supplemental Declaration, or if Hollow Initial Owner repurchases any Hollow Lot, such that Hollow Initial Owners again owns any Hollow Lot, then the provisions regarding Class B votes in this Section 4.03, shall be automatically reinstated ipso facto.

Joint Owner Disputes. The vote for each Hollow Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint Hollow Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. The submittal of conflicting votes by Hollow Members voting on behalf of the same Hollow Lot shall invalidate those votes. If any Hollow Owner casts a vote representing a certain Hollow Lot, it will thereafter be conclusively presumed for all purposes that he/she or they were acting with the authority and consent of all other Hollow Owners of the same Hollow Lot.

Transfer of Voting Rights. The right to vote may not be severed or separated from the ownership of the Hollow Lot to which it is appurtenant. Any sale, transfer or conveyance of such a Hollow Lot to a new Hollow Owner or Hollow Owners shall operate automatically to transfer the appurtenant vote to the new Hollow Owner(s).

4.04 Board of Directors and Officers. The affairs of the Foundation shall be conducted by a Board and such officers as the Board may elect or appoint, in accordance with the Hollow Certificate of Formation and Hollow Bylaws, as the same may be amended from time to time. The initial Board shall be appointed by the Town Founder. The Board appointed by the Town Founder shall exist until the expiration of the Hollow Development Period, at which time the Hollow Members shall elect a Board as provided in the Hollow Bylaws. Notwithstanding the foregoing, on or before the 10th anniversary of the date of this Hollow Supplemental Declaration is recorded in the Official Public Records of Brazos County Texas, or sooner, as determined by Town Founder, the Board will call a meeting of the Hollow Members for the purpose of electing one-third of the Board (the "Initial Hollow Member Election Meeting"), which Board member(s) must be elected by the Hollow Owners other than the Town Founder. Town

Founder shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Hollow Member Election Meeting until the expiration of the Hollow Development Period.

4.05 Powers and Authority of the Foundation. The Foundation shall have all the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Hollow Certificate of Formation, the Hollow Bylaws, or this Hollow Supplemental Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Foundation under and by virtue of this Hollow Supplemental Declaration, the Hollow Certificate of Formation, and the Bylaws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Foundation set forth in Article IV or elsewhere in this Hollow Supplemental Declaration. Without in any way limiting the generality of any of the foregoing provisions, the Foundation shall have the power and authority at any time to do the following:

(a) Hollow Assessments. To levy Hollow Assessments on the Hollow Owners of the Hollow Lots within the Hollow Property, and to enforce payment of such Hollow Assessments in accordance with the provisions of Article VII hereof.

(b) Contract(s) with the Hollow Community Foundation. To enter into one (1) or more contracts with the Hollow Community Foundation in connection with providing certain services for shared amenities benefitting the Hollow Property and/or the Hollow Owners, including but not limited to the installation, maintenance, repair and replacement of road(s)/street(s), access gate(s), lighting and signage. In connection with such contract(s), the Foundation will include as a portion of the Hollow Assessment, an amount sufficient to pay any costs under such contract(s) to the Hollow Community Foundation (the "Hollow Community Foundation Contract Costs").

(c) Right of Entry and Enforcement. The Town Founder, the Conservancy and/or the Foundation shall enforce the provisions hereof relating to the building plans, specifications, with assistance as needed by the ARC, including those set forth in the Design Guidelines, all as amended from time to time by the ARC. The Town Founder, ARC, and/or Foundation reserve the right to perform onsite visits to ensure compliance. If for any reason whatsoever, a Hollow Owner violates this Hollow Supplemental Declaration or the Hollow Rules, the Town Founder or Foundation has the right to enter upon any portion of the Hollow Property or onto any Hollow Common Property for the purpose of enforcing this Hollow Supplemental Declaration, the Hollow Rules or for the purpose of maintaining or repairing any area, Improvement, Facility or Hollow Facility to conform to the restrictions herein established, at the expense of the Hollow Owner thereof. Notwithstanding the foregoing, the Town Founder or the Foundation will not enter a Dwelling without the permission of the Hollow Owner. Any such entry upon a Hollow Lot shall not be deemed a trespass. The Foundation reserves the right to immediately halt and prevent further activity pertaining to any clearing and/or construction deemed in violation of the Design Guidelines until such time the violation has been remedied and in compliance. Any cost related to the stop of the clearing and/or construction including but not limited to any cost associated with the delay in the clearing and/or construction will be the sole responsibility of the Hollow Owner. Should the Town Founder and/or the Foundation be required to enforce the

provisions hereof by legal action, the recovery of attorney's fees, as more fully set forth in Article VIII, and costs incurred, whether or not judicial proceedings are involved shall be collectible from the Hollow Owner and shall constitute an Individual Hollow Assessment against the Hollow Lot as provided in Article VII herein. Town Founder, the Conservancy and the Foundation, or its agents or employees, shall not be liable to the Hollow Owner for any damages or injury to the Hollow Lot or any improvements thereon resulting from any action taken pursuant to this Section.

(d) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Hollow Property owned by the Foundation for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder:

- Parks, parkways, campgrounds, or other recreational facilities or structures;
- Roads, private roads, walks, driveways, trails and paths;
- Lines, cables, wires, conduits, pipelines, or other devices for utility purposes;
- Storm water drainage systems, sprinkler systems and pipelines; and
- Any similar public, quasi-public, or private improvements or Hollow Facilities.

Nothing above contained, however, shall be construed to permit use or occupancy of any improvement or other Hollow Facility in a way, which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Hollow Supplemental Declaration. In addition, the Foundation reserves the right to grant and convey any roads within the Hollow Property to the County or local municipality in the event such roads are made public.

(e) Create Another Association. To create a subsidiary or other association to have the rights and powers, and to perform the duties, obligations or functions necessary to the obtaining of a tax exemption, if it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Foundation under this Hollow Supplemental Declaration; or alternatively, the Foundation may retain the rights, powers, duties, obligations and functions which prevent the obtaining of the tax exemption and transfer some of all of its other rights, powers, duties, obligations, and functions to such subsidiary or other association.

4.06 Hollow Rules. The Town Founder and/or the Foundation may adopt, amend and repeal such rules as it deems proper for the use and occupancy of the Hollow Property. A copy of said Hollow Rules as they may from time to time be adopted, amended or repealed, shall be available to each Hollow Owner upon request and recorded with the appropriate public office. Upon such recordation, said Hollow Rules shall have the same force and effect as if they were set forth in and were a part of this Hollow Supplemental Declaration. As part of the Hollow Rules that may be adopted from time to time by the Foundation, a fine may be imposed by the Foundation for violation by any Hollow Owner, his/her Family, or any of his/her guests or invitees of this Hollow Supplemental Declaration or any Hollow Rules. In the event any such fine is imposed, it shall constitute a Hollow Individual Assessment as provided in Article VII hereof. Before imposing any such fine, the Foundation shall give such Hollow Owner notice and hearing as may be required by Texas law.

4.07 Liability of Hollow Initial Owner, Town Founder, Board, ARC and Foundation.

Neither the Hollow Initial Owner, Town Founder, Board, ARC, nor the Foundation shall be personally liable to any Hollow Owner or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Hollow Initial Owner, Town Founder, Board, ARC, or the Foundation, or any other representatives or employees of same, provided that such Person has, upon the basis of such information as may be possessed by him or her, acted in good faith. Further, the Hollow Initial Owner, Town Founder, Board, and the ARC shall be indemnified by the Foundation against all expenses and liability, including attorney fees, reasonably incurred by or imposed in connection with any proceeding as a result of the performance of their duties for The Hollow except where the Hollow Initial Owner, Town Founder, Board, the ARC, or the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties. Neither the Foundation nor the Hollow Initial Owner, Town Founder, Board, or the ARC shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Hollow Member, occupant or user of any portion of the Hollow Property, including without limitation, Hollow Owners and their respective families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. The Foundation and the Hollow Initial Owner, Town Founder, Board, and the ARC are not empowered, and have not been created, to act as an entity which enforces or ensures any other individual or entity's compliance with applicable laws or the prevention of criminal, tortious or other like regulated activities. Every Hollow Owner, by taking title to any part of the Hollow Property, covenants and agrees to hold harmless and to indemnify the Foundation and the Hollow Initial Owner, Town Founder, Board, and the ARC from and against all claims of any kind, whatsoever by any invitee, licensee, Family member, employee, or other representative or agent of that Hollow Owner for any loss or damage arising in connection with the use, ownership or occupancy of any portion of the Hollow Property. The Foundation, in its sole discretion, shall also have the authority to obtain liability insurance insuring the Board, the ARC or officers of the Foundation against any claims, losses, liabilities, damages or causes of action arising out of or in conjunction with or resulting from an act or omission in their representative capacity. It is each Hollow Owner's sole responsibility to ensure the Wildlife Management Use or Agricultural Use is approved by the Brazos County Appraisal District and the Foundation and/or the Town Founder shall not be responsible for denial of a Wildlife Management or Agricultural Use appraisal, pursuant to Texas Property Tax Code Section 23.51(1), by the Brazos County Appraisal District.

4.08 Reimbursement of Hollow Initial Owner and/or Town Founder. Recognizing that the Foundation may have to be subsidized by Hollow Initial Owner and/or the Town Founder, the Board (whether the Board is the same as the Hollow Initial Owner or the Town Founder, its agents, servants, or employees and without being liable for any claim made by any Hollow Member that the Board's fiduciary duty to the other Hollow Members has been breached due to a conflict of interest) may execute promissory notes and/or other instruments evidencing any debt the Foundation owes the Hollow Initial Owner and/or the Town Founder for monies expended by the Hollow Initial Owner and/or the Town Founder or loaned to the Foundation by Hollow Initial Owner and/or the Town Founder for and on behalf of the Founder; provided, however, such promissory notes shall not be secured by a lien on any of the Hollow Common Area.

ARTICLE V - ARCHITECTURAL REVIEW COMMITTEE

5.01 Coordination with the Master Declaration. The ARC created by the Master Declaration shall have all powers and authorities granted in the Master Declaration, as applicable to the Hollow Property.

ARTICLE VI - HOLLOW COMMON PROPERTY

6.01 Conveyance. Subject to the provisions of Article VII, the Hollow Initial Owner by the recordation of this Hollow Supplemental Declaration shall be deemed to have dedicated the Hollow Common Property for the mutual use, enjoyment, common safety and welfare of the residents of The Hollow, subject to such restrictions, liens, or easements reserved herein or on the Plat of the Hollow Property or as may be designated from time to time by the Town Founder or the Foundation and subject to the Town Founder or the Foundation, in their sole discretion, removing property from the Hollow Common Property at any time. Notwithstanding any other provision to the contrary, the Town Founder or the Foundation shall have the power and authority to dedicate, convey or grant an easement on the Hollow Common Property as may be determined from time to time in the best interest of the protection of the environment, and in the best interest of The Hollow. Provided, however, for as long as the Hollow Initial Owner owns any Hollow Lot, its assigns, agents, invitees and licensees are granted an easement to the extent necessary for the following: to complete construction of all Improvements to the Hollow Property, and the Hollow Common Property, or any portion thereof; for ingress and egress and for marketing and sales activities and to grant and record easements over, under, through, across, upon, in and on, the Hollow Common Property or portions thereof for the installation, construction and maintenance of any utility service, Landscaping, buffering, ingress and egress, and such other purposes as Town Founder, in its reasonable discretion, deems necessary, desirable or required for the preservation of the Natural Areas or by the final engineering plans for the Hollow Property. The Town Founder hereby covenants for itself, its successors and assigns that said Hollow Common Property shall be subject to and bound by the terms of the Master Declaration and this Hollow Supplemental Declaration and Exhibits attached thereto and hereto. The use and enjoyment of the Hollow Common Property shall be subject to such Hollow Rules relating thereto as are set forth in this Hollow Supplemental Declaration or as may be adopted or amended by the Foundation from time to time in accordance with this Hollow Supplemental Declaration. Town Founder shall have the right from time to time to designate additional real property as Hollow Common Property either in a supplement or amendment to this Hollow Supplemental Declaration executed for the purposes of submitting any additional real property to the terms of this Hollow Supplemental Declaration or in an instrument conveying any real estate to the Town Founder or the Foundation. The maintenance, repair, improvement, use, enjoyment and operation of all of the Hollow Common Property shall be in accordance with the terms and provisions of this Hollow Supplemental Declaration.

6.02 Improvement of Hollow Common Property. It is the duty of the Town Founder to complete certain utilities, roadways and easements at the Hollow Property. The right of the Town Founder herein reserved shall entitle Town Founder, but not obligate Town Founder, to make or construct such other Improvements to the Hollow Common Property, such as the

installation of Landscaping, wetlands, signage, barns, fencing, pavilion, club house, picnic areas, trails, observation tower, fire pits, agricultural areas, greenhouses, tree houses, and lighting as the Town Founder determines in its sole discretion. After initial construction, the future maintenance, repair and replacement of the Hollow Common Property, including Improvements thereto, shall be the obligation of the Foundation as hereinafter provided in this Hollow Supplemental Declaration and the Town Founder is not obligated to rebuild and/or replace any common area features in the event of damage or destruction.

6.03 Property Rights. Every Hollow Owner shall have the non-exclusive right and easement of enjoyment in and to the Hollow Common Property. The Hollow Initial Owner reserves the right to convey the Hollow Common Property to the Foundation at any time. Such right and easement of each Hollow Owner in and to the Hollow Common Property, or any part thereof, shall be appurtenant to and shall pass with the title to every Hollow Lot. The Town Founder and Foundation reserve the right to use, access, and grant access to third parties to the Hollow Common Property and Hollow Facilities. The Foundation shall have the right to establish an additional set of Hollow Rules as it relates to the use and access to Hollow Common Property, and/or trail system. The Foundation shall have the right to remove or cause to be removed anything placed on the Hollow Common Property, or any part thereof, in violation of the provisions of this Section, to restore the Hollow Common Property, or any part thereof, to its condition prior to the violation and to assess the Hollow Owner or Hollow Owners responsible for the cost of such removal and restoration. Such assessment shall constitute an Individual Hollow Assessment as provided in Section 7.08 against the Lot of said Hollow Owner or Owners that may be enforced in the manner set forth in Article VII hereof. Nothing contained in this Hollow Supplemental Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Hollow Common Property to or for any public use or purpose whatsoever, provided however, with prior approval from Town Founder or the Foundation, from time to time, certain members of the public, such as school children, etc. may be invited to tour or study in specified areas of the Hollow Common Property.

6.04 Use of Hollow Common Property. Each Hollow Owner, any invitee, licensee, Family member, employee, or other representative or agent of that Hollow Owner and any other persons entitled to use the Hollow Common Property shall not use such Hollow Common Property or carry on any activity on such Hollow Common Property that will detract from, impair or interfere in any way with the value or enjoyment (including aesthetic enjoyment) of such Hollow Common Property by the Town Founder, the Hollow Initial Owner or other Hollow Owners. No Hollow Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, signage, structure or other Improvement or store any of his/her personal property or prohibit the free flow of pedestrian traffic on the Hollow Common Property or any part thereof. Town Founder or the Foundation shall have the right to prohibit any use which, in the opinion of Town Founder or the Foundation, is in violation of the foregoing restriction. The Foundation shall from time to time promulgate Hollow Rules in accordance with this Hollow Supplemental Declaration, the Hollow Certificate of Formation and the Hollow Bylaws for the purpose of regulating the use of the Hollow Common Property.

6.05 Exculpation from Liability and Responsibility for Maintenance and Design. Town Founder and the Hollow Initial Owner reserve the right to participate in or undertake,

the continued maintenance of any Hollow Common Property at Town Founder's or Hollow Initial Owner's sole discretion, however Town Founder or Hollow Initial Owner shall not be responsible for the continued maintenance of the Hollow Common Property or for any loss or damage to the Hollow Owners, their heirs, successors, or assigns, families, guests, invitees, agents or employees for the design of, or any failure to maintain, the Hollow Common Property. Accordingly, each Hollow Owner, by the acceptance of a deed or other conveyance to his/her Hollow Lot shall be deemed to have agreed that neither the Town Founder nor the Hollow Initial Owner shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the design of the Hollow Common Property. Said Hollow Common Property is private, not public. The Foundation, on behalf of all of the Hollow Owners shall, subject to the terms and provisions of this Hollow Supplemental Declaration, have sole and exclusive jurisdiction over responsibility for the administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Hollow Common Property.

6.06 Exculpation from Liability and Responsibility for Damages.

- (a) Each Hollow Owner and his/her successors and assigns shall be responsible for their conduct and the conduct of any invitee, lessee, licensee, Family member, employee, or other representative or agent of that Hollow Owner, who use the Hollow Common Property under terms of this Hollow Supplemental Declaration and shall be liable for any loss or damages resulting from the violation by any such person or persons of the terms, conditions and restrictions herein provided.
- (b) The Hollow Initial Owner, Town Founder, and the Foundation shall not be responsible for any loss or damage to the Foundation, any Hollow Owner, his/her Family, guests, invitees, agents or employees, heirs or assigns, or any other person who uses the Hollow Common Property under the terms of this Hollow Supplemental Declaration due to any act or omission of any contractor or subcontractor employed by Hollow Initial Owner, the Town Founder or the Foundation, for the construction and development, enlargement, or maintenance of the Hollow Common Property, or due to any act or omission of any adjoining Hollow Owner, or due to any act or omission of any other person or persons using the Hollow Common Property, or due to any act of omission of any other person or persons using the Hollow Common Property without authorization.
- (c) Use of the Hollow Common Property by a Hollow Owner, heirs, successors or assigns, or any person who occupies the Hollow Lot owned by the Hollow Owner or the guests of such person, shall be at the risk of the Hollow Owner and user and the Hollow Initial Owner, the Town Founder and the Foundation shall not be responsible for any injury, loss or damages to such user or any other person resulting from such use. **EACH HOLLOW OWNER, AGREES FOR HIM/HERSELF AND HIS/HER HEIRS AND ASSIGNS TO INDEMNIFY AND SAVE HOLLOW INITIAL OWNER, THE TOWN FOUNDER AND THE FOUNDATION, THEIR SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY CLAIM OF INJURY, LOSS OR DAMAGES RESULTING FROM THE USE OF THE HOLLOW COMMON PROPERTY BY A HOLLOW OWNER, HIS/HER HEIRS, SUCCESSORS, OR ASSIGNS, SUCH PERSONS WHO OCCUPY SUCH HOLLOW OWNER'S LOT, OR THE GUESTS OF SUCH PERSONS.**

6.07 Conveyance to the Foundation. The Hollow Initial Owner and the Town Founder may retain, for as long as it deems necessary or convenient, the legal title to easements or fee simple parcels designated or to be designated as Hollow Common Property. The Hollow Initial Owner and the Town Founder may, at any time after the date hereof, convey legal title to all or a portion of such Hollow Common Property to the Foundation, which conveyance shall be on an "AS IS, WHERE IS" basis. The Foundation shall be obligated to accept title to, operate and maintain the Hollow Common Property conveyed to the Foundation as elsewhere provided in this Hollow Supplemental Declaration. Even if legal title has not yet been conveyed, the Foundation shall pay all operating expenses for any easement and/or fee simple parcels designated and/or utilized temporarily or permanently as Hollow Common Property, including but not limited to maintenance, taxes, insurances and every other cost or expense related to the operation of such Hollow Common Property.

ARTICLE VII - HOLLOW ASSESSMENTS

7.01 Purpose of Hollow Assessments. In general, the Hollow Assessments levied by the Foundation shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Hollow Property, for enforcement of this Hollow Supplemental Declaration, the Hollow Rules, the Design Guidelines and for the improvement, conservation oversight, and maintenance of the Hollow Common Property.

7.02 Creation of the Lien and Personal Obligation for Assessments. The Hollow Initial Owner hereby covenants, and each Hollow Owner of any Hollow Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Foundation:

- (a) Hollow Annual Assessments;
- (b) Hollow Special Assessments;
- (c) Hollow Individual Assessments.

The Hollow Annual Assessments, Hollow Special Assessments, and Hollow Individual Assessments (collectively the "Hollow Assessments"), together with late charges established by the Board from time to time, interest, costs, fines and reasonable attorney's fees, shall also be a charge on the Hollow Lot and shall be a continuing lien upon the Hollow Lot against which the Hollow Assessments are made. Each such Hollow Assessment and other charges, together with late charges, interest, costs, fines and reasonable attorneys' fees, shall also be the personal obligation of the Hollow Owner of the Hollow Lot at the time when the Hollow Assessments fell due and shall not be affected by any change in the ownership thereof. The Board may waive, in whole or in part, the Hollow Assessments due from any Hollow Owner, at the sole and absolute discretion of the Board.

Hollow Lots which are owned by the Hollow Initial Owner or the Town Founder shall not be subject to any Hollow Assessment hereunder whatsoever. Hollow Lots owned by Builders (herein defined) are subject to all Hollow Assessments hereunder unless the

Town Founder or the Foundation, in their sole discretion and on a case by case basis, determine in a written and signed document that a different rate or manner of determining and imposing the Hollow Assessments on Hollow Lots owned by a Builder is appropriate. As used herein, the term "Builder" shall mean a Hollow Owner who is in the construction business and has plans to construct a Dwelling upon such Hollow Lot. The rate of assessment for each Hollow Lot shall change as the character of ownership and/or the status of occupancy changes. The applicable Hollow Annual Assessment and Hollow Special Assessment for each Hollow Lot shall be prorated for each calendar year according to the purchase date and rate applicable for each type of ownership of the Lot during that calendar year.

7.03 Hollow Annual Assessment. Hollow Annual Assessment (herein so called), calculated on a uniform per Hollow Lot basis, shall be levied to provide for and assure the availability of the funds necessary to establish a reserve for capital improvements and pay common expenses, which shall include, but not be limited to, the following: (i) expenses incurred for the repair, maintenance, preservation, protection and improvement of the Hollow Common Property, including without limitation, storm water drainage, roads, swales, landscaping, entry features, gates, fencing, mowing, irrigation, trail maintenance, signage, fencing, walls, lighting and controlling vegetation growth; (ii) expenses incurred for utility services for the common safety and welfare of the residents of The Hollow, including without limitation, all subsurface and surface drainage improvements, catch basins, swales and drainage ditches, wells, lighting, electric or gas power for any entry feature; (iii) expenses incurred for any inspection, repair, maintenance or Improvement to the Hollow Property as provided herein; (iv) expenses incurred in the administration of the business of the Foundation including without limitation, necessary and appropriate fees for services rendered by engineers, biologists, accountants and attorneys; (v) expenses incurred for the payment of real and personal property taxes and assessments for any Hollow Property, including without limitation, the Hollow Common Property, owned by the Foundation; (vi) expenses incurred for the maintenance of insurance, including any insurance as set forth in Article IV; (vii) the Hollow Community Foundation Contract Costs; and (viii) expenses incurred for doing any other thing necessary or desirable, which in the judgment of the Foundation may be of general benefit to the Hollow Owners and the Hollow Property, including, without limitation expenses related to Agreements with other associations or organizations to provide additional services and or amenities to the Hollow Owners. Subject to the provisions set forth relating to the rate at which the Hollow Annual Assessment imposed herein shall be paid on the Hollow Lot, each and every Hollow Lot is hereby severally subjected to and impressed with a regular Hollow Annual Assessment which shall run with the land, subject to increase and decrease and payable as provided herein.

7.04 Distributions. It is understood that the judgment of the Board in the expenditure of the funds of the Foundation shall be final and conclusive so long as said judgment is exercised in good faith.

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 January 31 of the year for which the Hollow Annual Assessment pertains.

7.06 Increases. The maximum Hollow Annual Assessment for calendar year 2016 shall be in the amount of Two Thousand and no/100 Dollars (\$2,000.00) per Hollow Lot. Beginning with the calendar year 2016, 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 Hollow Annual Assessment. For example, if the maximum Hollow Annual Assessment for the prior year was \$500 per Hollow Lot but the actual amount of the Hollow Annual Assessment assessed was \$300, the maximum Hollow Annual Assessment for the following year may be increased by the Foundation to \$600 ($\$500 \times 20\%$) even though the maximum Annual Assessment (\$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 Owner 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 Owner until the Town Founder or Hollow Initial Owner, 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.

7.07 Hollow Special Assessments for Capital Improvements. In addition to the Hollow Annual Assessments, the Board may, upon 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 this purpose, levy a Hollow Special Assessment (herein so called) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital

improvement upon the Hollow Common Property, including fixtures and personal property related thereto. Voting may also be handled by mail ballot as long as the ballots contain the name, property address, 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. First Class Mail in envelopes specifically marked as containing ballots for the election, or may be collected by door-to-door canvas. Upon the levying of any Hollow Special Assessment 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 of the Foundation as of the date of the voting, the quorum required, the number of votes voting "For" and "Against" the Hollow Special Assessment, the amount of the Hollow Special Assessment authorized, and the date by which the Hollow Special Assessment must be paid in order to avoid being delinquent.

7.08 Hollow Individual Assessments. In addition to any other Hollow Assessments for which provisions are made in this Hollow Supplemental Declaration, the Board shall have the authority to levy and collect, against a Hollow Owner, a Hollow Individual Assessment (herein so called) for:

- (a) Costs and expenses incurred by the Foundation in bringing a particular Hollow Owner's Lot into compliance with the provisions of this Hollow Supplemental Declaration, including any action taken, cost or expense incurred by the Foundation to cure and eliminate any violation of or noncompliance with the provisions of this Hollow Supplemental Declaration, following the failure of such Hollow Owner to cure or remedy such violation or noncompliance.
- (b) Costs and expenses, including attorneys' fees as provided in Article VII hereof, whether or not suit is brought, incurred by the Foundation in the enforcement of the provisions of this Hollow Supplemental Declaration against a particular Hollow Lot or the Hollow Owner of such Hollow Lot.
- (c) Costs and expenses incurred by the Foundation in furnishing or providing labor, services and materials which benefit a particular Hollow Lot or the Hollow Owner of a particular Hollow Lot provided that such labor, services or materials can be accepted or rejected by such particular Hollow Owner (provided that the Hollow Owner shall bring his/her Hollow Lot into compliance as provided in this Hollow Supplemental Declaration) in advance of the Foundation's furnishing or providing the same and that such Hollow Owner's acceptance of any such labor, services or materials shall be deemed to have been such Hollow Owner's agreement that the costs and expenses associated therewith shall be a lien against said Hollow Lot and shall be levied and collected as a Hollow Individual Assessment against such particular Hollow Owner and his/her particular Hollow Lot.
- (d) The fine assessed against any Hollow Owner for violation by any Hollow Owner, Family, guests, lessees or invitees of the provisions of this Hollow Supplemental Declaration or any Hollow Rules please refer to the Hollow Fee Schedule for any applicable penalties).
- (e) Reasonable overhead expenses of the Foundation associated with any Individual Hollow Assessment levied and collected pursuant to this Section 7.08.

- (f) Interest as provided for herein and late charges as determined from time to time by the Board.

7.09 Hollow Fund. The Foundation shall establish a Hollow Fund into which shall be deposited all moneys paid to the Foundation, including all Hollow Assessments, and from which disbursements shall be made in performing the functions of the Foundation under this Hollow Supplemental Declaration. Town Founder and the Foundation reserve the right from time to time to establish separate accounts into which deposits of money will be paid to the Foundation for special projects including but not limited to projects related to capital improvements or Hollow Special Assessments.

7.10 Effect of Nonpayment of Hollow Assessments. Any of the Hollow Assessments which are not paid within thirty (30) days after the due date shall be delinquent and shall be subject to the following:

- (a) interest at the rate of eighteen percent (18%) per annum from the due date or the maximum rate of interest allowed by law, if less than eighteen percent (18%), and all costs of collection, including reasonable attorney's fees;
- (b) the rights of the Hollow Owner, as a Hollow Member of the Foundation (but not such Hollow Owner's responsibility as a Hollow Member of the Foundation), to use the Hollow Common Property, may be suspended after notice as may be required by Texas law until all Hollow Assessments and related costs are paid in full;
- (c) an action at law against the Hollow Owner personally obligated to pay the same, and/or foreclose on the lien herein retained against the Hollow Lot. Interest, costs of court, and reasonable attorneys' fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such Hollow Assessment or charge; and
- (d) a late charge in an amount as may be determined by the Board from time to time.

7.11 Contractual Lien. Hollow Assessments (together with interest, and reasonable attorney's fees if it becomes necessary for the Foundation to enforce collection of any amount in respect of any Lot), late charges, costs, fines and other charges herein shall be a charge on each Hollow Lot and shall be secured by a continuing lien upon each Hollow Lot against which such assessment is made until paid.

7.12 Notice of Lien. Additional notice of the lien created by this Section may be effected by recording in the Real Property Records of Brazos County, Texas, an affidavit, duly executed, sworn to and acknowledged by an officer of the Foundation, setting forth the amount owed, the name of the Hollow Owner or Hollow Owners of the affected Hollow Lot, according to the books and records of the Foundation, and the legal description of such Hollow Lot.

7.13 Creation of Lien. Each Hollow Owner, by his acceptance of a deed to a Hollow Lot, hereby expressly grants to the Foundation a lien for the purpose of securing payment of Hollow Assessments upon such Hollow Lot. The Foundation, acting by and through the Board may, but shall not be obligated to, prepare and record in the Real Property Records of Brazos County,

Texas, a notice of such lien which will constitute further evidence of the lien for Assessments against a Hollow Lot. In addition to and in connection therewith, by acceptance of the deed to his Hollow Lot, each Hollow Owner expressly GRANTS, BARGAINS, SELLS and CONVEYS to the President and/or Vice President or agent of the Foundation from time to time serving, as Trustee (and to any substitute or successor trustee as hereinafter provided for) such Hollow Owner's Hollow Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the Hollow Assessments levied hereunder, and other sums due hereunder remaining unpaid hereunder from time to time. The Trustee herein designated may be changed for any reason and at any time and from time to time by execution of an instrument in writing signed by the President or a Vice-President of the Foundation and filed in the Real Property Records of Brazos County, Texas.

7.14 Enforcement of Lien. The Foundation shall have the right to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by nonjudicial foreclosure pursuant to Section 51.002 of the Texas Property Code and Chapter 209 of the Texas Property Code (as same may be amended or revised from time to time hereafter). In the event of the election by the Board to foreclose the lien herein provided for non-payment of sums secured by such lien, then it shall be the duty of the Trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such request Hollow Lot, and all rights appurtenant thereto in accordance with Section 51.002 of the Texas Property Code (as said statute shall read at the time of enforcement) and to make due conveyance to purchaser or purchasers by deed binding upon the Hollow Owner or Hollow Owners of such Hollow Lot and his heirs, executors, administrators and successors. The Trustee shall give notice of such proposed sale as required by Section 51.002 of the Texas Property Code (as said statute shall read at the time notice is given).

7.15 Additional Matters Pertaining to Foreclosure. At any foreclosure, judicial or nonjudicial, the Foundation shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Foundation covered by the lien foreclosed. From and after any such foreclosure the occupants of such Hollow Lot shall be required to pay a reasonable rent for the use of such Hollow Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and further, shall be entitled to sue for recovery of possession of such Hollow Lot by forcible detainer without further notice.

7.16 Non-Use, Etc. No Hollow Owner may waive or otherwise escape said lien and liability for the Hollow Assessments provided for herein by non-use of the Hollow Common Property, or abandonment, non-use or divestiture of ownership of a Hollow Lot for any Hollow Assessment which became due and payable during the time when such Hollow Owner owned the Hollow Lot.

7.17 Exempt Portions of the Properties. All portions of the Hollow Property dedicated to, and accepted by, a local public authority exempt from taxation by the laws of the State of Texas, and all Hollow Common Property shall be exempt from the Hollow Assessments and other charges created herein. Notwithstanding the foregoing, no Hollow Lot which is used, or

is intended for use, as a residence shall be exempt from Hollow Assessments and charges and the lien herein securing payment thereof.

7.18 No Offsets. The Hollow Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, (a) any claim that the Foundation or the Board is not properly exercising its duties and powers under this Hollow Supplemental Declaration, (b) any claim by the Hollow Owner of non-use of the Hollow Common Property or abandonment of his Hollow Lot, (c) any claim by the Hollow Owner of inconvenience or discomfort arising from the making of repairs or Improvements to Hollow Common Property, or (d) any claim by the Hollow Owner of inconvenience or discomfort arising from any action taken to comply with any law or any determination of the Board or for any other reason.

7.19 Subordination of the Lien to Mortgages. The lien of the Hollow Assessments provided for herein shall be subordinate to any first lien purchase money mortgages (and refinancing of same) relating to the Hollow Lots or liens relating to construction upon the Hollow Lot; provided, however, that such subordination shall apply only to Hollow Assessments which have become due and payable prior to a sale or transfer of such Hollow Lot pursuant to a decree of foreclosure or a foreclosure by trustee's sale under a deed of trust or a foreclosure of the assessment lien retained and reserved herein. Sale or transfer of any Hollow Lot shall not affect the lien of the Hollow Assessment; however, the sale or transfer of any Hollow Lot pursuant to the foreclosure of a first lien purchase money mortgage (and any refinancing of same) or any proceeding in lieu thereof, shall extinguish the lien of the Hollow Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Hollow Lot from liability for the Hollow Assessments thereafter becoming due or from the lien thereof. A selling Hollow Owner of a Hollow Lot shall not be relieved of personal liability for any Hollow Assessments accruing on such Hollow Lot prior to the date of sale or transfer.

ARTICLE VIII - RESERVATIONS AND EASEMENTS

8.01 Reservation of Utility Easements on Survey. The Hollow Initial Owner, for the benefit of the Town Founder, and for the benefit of the Foundation, all other Hollow Owners and also for the benefit of all the Hollow Property, hereby creates, declares and reserves the easements described in this Article VIII.

8.02 Grant of Easements. The Hollow Initial Owner, by the recordation of this Hollow Supplemental Declaration, grants and conveys to the Town Founder, all Hollow Owners and the Foundation, the Hollow Access Easement and the Hollow Utility Easement (collectively the "Hollow Easements") subject to the restrictions and reservations contained herein.

8.03 Use of Easements. The Town Founder, all Hollow Owners and the Foundation may each permit the benefits of the Hollow Access Easement to be used and enjoyed by the tenants, licensees, invitees and other occupants of all or any portion of the Hollow Property, as well as customers, employees and agents thereof; provided, however, that in no event shall the consent or joinder of any one or more of such tenants, licensees, occupants, invitees, customers, employees or agents thereof be required to modify, amend, or terminate the Hollow Easement. The Hollow Initial Owner hereby reserves the easement for the Town Founder and the Foundation over up to ten (10) feet of the surface of the Hollow Property that is adjacent to

both sides of the Hollow Utility Easement Area as necessary to install and maintain the Utilities within the Hollow Utility Easement Area.

8.04 Reservations and Restrictions. The Hollow Initial Owner grants unto the Town Founder and the Foundation the right to grant further easements within the Hollow Access Easement Area, or the Hollow Utility Easement Area as the Town Founder or the Board may determine are reasonably required for the benefit of The Hollow. The Hollow Easements are subject to the following restrictions:

- (a) The Hollow Easement does not include vehicular parking rights within the Hollow Easement Area; each Hollow Owner will use reasonable efforts to prevent its tenants, licensees and invitees from parking within any portion of the Hollow Easement Area.
- (b) The Town Founder reserves, for itself and the Foundation, the right to temporarily close all portions of the Hollow Access Easement Area for the reasonable period of time legally necessary, in the opinion of the Town Founder's or the Board's, to prevent the dedication of any portion of the Hollow Property for public use or the acquisition of prescriptive rights by anyone; provided, however, that before completely closing off all portions of the Hollow Access Easement Area, the Town Founder or the Foundation shall give written explanation and notice to all Hollow Owners of its intention to do so and provide temporary alternate access to each Hollow Owner.
- (c) The Hollow Initial Owner reserves, for the Town Founder and the Foundation, the right to barricade, temporarily, any portion of the Hollow Easement Area as shall be reasonably necessary for purposes of preparing or maintaining the surface area thereof or for installing, maintaining, repairing or replacing any Utilities or distribution lines located thereon or thereunder, provided that the Town Founder or Foundation places proper notification signage at the entrance of The Hollow along with instruction if applicable and provides temporary alternate access so as to minimize interference with the enjoyment and use of the Hollow Easements by the Hollow Owners.
- (d) The Hollow Initial Owner reserves, for the Town Founder and the Foundation, the right to dedicate all or any portion of the Hollow Easement Area to Brazos County or any municipality which may hereafter contain any portion of the Hollow Property.
- (e) Each Hollow Owner shall be responsible, at its sole cost and expense, for obtaining, connecting, installing, repairing and maintaining all utility lines, connections and facilities exclusively serving their respective Hollow Lot and shall pay all impact, connection and tap-in fees, sewer service charges and charges for electricity, telephone and other communication services and all other utilities and similar services rendered or supplied to their respective Hollow Lot, or other similar charges levied or charged against, or in connection with, their Hollow Lot; all such utilities shall be installed underground. Each Hollow Owner shall be solely responsible for the costs of constructing the driveways connecting their respective Hollow Lot to the road and for the lines, cable and fiber optic lines and other utilities not addressed herein which are exclusively for the use of their respective Hollow Lot. Town Founder is responsible for providing services to the front of the Hollow Lot on the Hollow Common Property within the Hollow Utility Easement Area but is not responsible for any connecting, installing, repairing, relocating, clearing,

maintenance, and/or construction of any kind on any individual Hollow Lot. Town Founder does reserve the right to assist Hollow Owners on a case by case basis however any assistance would not be considered a standard practice to be applied to all Hollow Lots.

- (f) The Hollow Easements granted herein are subject and subordinate to any and all matters of record as of the date hereof.

8.05 Construction and Maintenance of Road. The Town Founder has or will construct a road on the Hollow Access Easement Area. It shall be the obligation of the Foundation to maintain such road in a level, smooth, neat and clean condition and Town Founder will not be responsible for any maintenance of road, repairs, or further improvements after the initial construction, although Town Founder reserves the right to undertake such maintenance, repairs, or improvements. Any repairs or improvements shall be made with the type of surfacing materials originally installed or a compatible substitute material that is equal or superior in quality, appearance and durability. The Foundation may enter into contract with the Town Founder and/or Town Founder affiliates for the purposes of road maintenance services described in this Hollow Supplemental Declaration contingent upon the rates being charged by Town Founder and/or Town Founder affiliates will be comparable to prevailing market rates. Further, the Board, in its sole discretion, may, on behalf of the Foundation, convey such roads and Hollow Access Easement Area and improvements thereon to Brazos County or other governmental agency.

8.06 Reservation of Right to Consent to Construction. Town Founder is hereby granted the right to grant consents for the construction and maintenance of the Hollow Common Property. Town Founder, for the benefit of itself, the Foundation and all Hollow Owners hereby reserves easements in, on and over the Hollow Property as may be reasonably required from time to time in order to provide storm water or surface water drainage to all or any portion of the Hollow Property; provided, however, that any such drainage easements shall not unreasonably interfere with the use and enjoyment by any Hollow Owner of the particular Hollow Lots or the Hollow Common Property affected hereby or any improvements from time to time placed, located, constructed, erected or installed thereon.

8.07 Future Easements. There is hereby reserved to the Town Founder and its successors and assigns, and to the Foundation, the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of the Town Founder or the Foundation, for the future orderly development of The Hollow in accordance with the objectives and purposes set forth in the Master Declaration and this Hollow Supplemental Declaration. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Hollow Lot pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Hollow Lot as a Single Family Residential Use home site. The easements contemplated by this Article VIII may include, without limitation, such easements as may be required for utility services, maintenance of the Hollow Common Property, trails, drainage, road right of way or other purposes reasonably related to the orderly development of The

Hollow in accordance with the objectives and purposes specified in this Hollow Supplemental Declaration.

8.08 General Easement. There are hereby created, declared and granted to the Foundation, the ARC and the Town Founder such easements over and upon all or any portion of the Hollow Property as may be reasonably necessary to permit the Foundation, the ARC and the Town Founder to carry out and discharge their duties, obligations and responsibilities under and pursuant to this Hollow Supplemental Declaration and the Hollow Certificate of Formation, Hollow Bylaws and Hollow Rules.

8.09 Maintenance of Easements. The Hollow Owners, subject to the easements, shall acquire no right, title or interest in or to any fence or facilities placed on, in, over or under the Hollow Property which is subject to any of the easements reserved in Article VIII of this Hollow Supplemental Declaration. The Foundation shall be responsible for maintaining any easements located on the Hollow Property. However, the Foundation is not responsible for maintaining any easements located on a Hollow Owner's Hollow Lot.

ARTICLE IX - GENERAL COVENANTS AND RESTRICTIONS

9.01 Duration. This Hollow Supplemental Declaration shall be deemed to run with the land; shall continue in full force and effect a period of ninety-nine (99) years from the date hereof; shall inure to the benefit of and be enforceable by the Town Founder, the Conservancy, the Foundation and the Hollow Owners, their respective successors, assigns, heirs, executors, administrators and personal representatives; at the end of which period said restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least sixty-seven percent (67%) of the Hollow Owners of the Hollow Lots vote to change said restrictions in whole or in part. Any amendment to this Hollow Supplemental Declaration during the Hollow Development Period shall also require the prior written consent of the Town Founder.

9.02 Compliance. It shall be the responsibility of each Hollow Owner or tenant or occupant of a Hollow Lot to obtain copies of and become familiar with the terms of the Master Declaration, this Hollow Supplemental Declaration, Hollow Bylaws, and Hollow Rules. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Town Founder, the Foundation or, in a proper case, by any aggrieved Hollow Owner or Hollow Owners. In addition, the Town Founder, the Foundation may avail itself of any and all remedies provided in this Hollow Supplemental Declaration or the Hollow Bylaws, including, but not limited to, the right to assess fines for failure to comply.

9.03 Enforcement. The Foundation, Conservancy, Town Founder, and any Hollow Owner shall have the right to enforce, by any proceedings at law or in equity, all assessments (including liens or charges), conditions, covenants, easements, reservations, and restrictions now or hereafter imposed by the provisions of this Hollow Supplemental Declaration, any additional restrictions imposed by the Hollow Initial Owner or the Town Founder on any Hollow Lot, or any Supplemental Declaration filed on the Hollow Lot. Failure by the Foundation, Conservancy, the Town Founder, or any Hollow Owner to exercise its enforcement rights does not constitute a waiver of the right to do so thereafter.

9.04 Fines for Violations. The Board may promulgate and impose fines for a violation of the Hollow Bylaws, this Hollow Supplemental Declaration, the Design Guidelines and any Hollow Rules. Any fine unpaid thirty (30) days after demand shall be collectable as a Hollow Assessment in this Hollow Supplemental Declaration and secured by the Hollow Assessment lien herein reserved.

9.05 Notices. Any notice required to be sent to any Hollow Owner under the provisions of this Hollow Supplemental Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the Hollow Owner on the records of the Foundation at the time of such mailing. If the records of the Foundation do not contain an address for the Hollow Owner, the address of the Hollow Lot shall be presumed to be the Hollow Owner's address.

9.06 Attorney Fees. In the event any action to enforce this Hollow Supplemental Declaration, Hollow Bylaws, Design Guidelines or Hollow Rules is initiated against a Hollow Owner or occupant of a Lot by the Foundation, Conservancy, Town Founder, the Conservancy or Hollow Owners, as the case may be, the Foundation, Conservancy, Town Founder, Conservancy or Hollow Owner shall be entitled to recovery reasonable attorney fees from the Hollow Owner or occupant of a Hollow Lot who violated this Hollow Supplemental Declaration, Bylaws, Design Guidelines or Hollow Rules.

9.07 Conflicts. The covenants, conditions and restrictions contained in this Supplemental Declaration may be more restrictive than the covenants, conditions and restrictions contained in the Master Declaration. However, in those instances where the covenants, conditions and restrictions set forth in this Supplemental Declaration directly conflict with the covenants, conditions and restrictions set forth in the Master Declaration, the covenants, conditions and restrictions set forth in the Master Declaration shall prevail.

9.08 Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Hollow Supplemental Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

9.09 Amendment. The Town Founder can amend or terminate any provision of this Hollow Supplemental Declaration, at its sole and absolute discretion, prior to the expiration of the Hollow Development Period. After the expiration of the Hollow Development Period, in order to amend or terminate any provision of this Hollow Supplemental Declaration, approval of at least sixty-seven (67%) percent of the membership is required as set forth in Section 9.01 hereof.

9.10 Security. The Foundation may, but shall not be obligated to, maintain or support certain activities within the Hollow Property designed to make the Hollow Property safer than they otherwise might be. **THE HOLLOW INITIAL OWNER, TOWN FOUNDER, THE FOUNDATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND AGENTS, SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE HOLLOW PROPERTY. THE HOLLOW INITIAL OWNER,**

TOWN FOUNDER AND THE FOUNDATION, SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH HOLLOW OWNER AND OCCUPANT OF ANY HOLLOW LOT, AND EACH TENANT, GUEST AND INVITEE OF A HOLLOW OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE HOLLOW INITIAL OWNER, TOWN FOUNDER AND THE FOUNDATION, ARE NOT INSURERS AND THAT EACH HOLLOW OWNER AND OCCUPANT OF ANY HOLLOW LOT AND EACH TENANT, GUEST, AND INVITEE OF ANY HOLLOW OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOLLOW LOTS, AND TO THE CONTENTS OF HOLLOW LOTS, AND FURTHER ACKNOWLEDGES THAT THE HOLLOW INITIAL OWNER, TOWN FOUNDER AND THE FOUNDATION, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY HOLLOW OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY SYSTEMS OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE HOLLOW PROPERTY.

9.11 De-annexation of the Hollow Property. Town Founder may de-annex and remove any property from The Hollow, so long as the Hollow Owner of such property consents in writing to such de-annexation. Such de-annexation shall be accomplished by the execution and filing for record of an instrument setting forth the land being de-annexed and signed by the Town Founder and Hollow Owner of the property being de-annexed. If the property is Hollow Common Property, the Foundation shall consent to such withdrawal as evidenced by the majority vote of the Board. Upon the completion of the de-annexation requirements herein described above, the portion of the Hollow Property being de-annexed shall no longer be a part of the Hollow Property encumbered by this Hollow Supplemental Declaration and any amendments and/or supplements thereto.

9.12 Waiver. No provision contained in this Hollow Supplemental Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

9.13 Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, trustees, Hollow Members or employees of the Foundation and the Town Founder or Hollow Initial Owner may be identical, and the fact that the Town Founder or its nominees, have heretofore or may hereafter enter into agreements with the Foundation, and Hollow Members, from time to time, will not relieve any parties of the obligation to abide by and comply with the terms and conditions thereof. The purchase of a Hollow Lot, and the acceptance of the deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his/her heirs, successors, legal representative and assigns of the Hollow Property and legality of said agreements.

9.14 Constructive Notice and Acceptance. Every person, corporation, partnership, limited partnership, limited liability company, trust, association or other legal entity, who now or hereafter owns or acquires any right, title or estate in any portion of the Hollow Property is and shall be conclusively deemed, to have consented and agreed to each and every term,

provision, covenant, condition, restriction, easement, reservation and right contained or by reference incorporated in the Master Declaration, this Hollow Supplemental Declaration and the Exhibits attached hereto and thereto, whether or not any reference to the Master Declaration or this Hollow Supplemental Declaration is contained in the deed, document or other instrument pursuant to which such person, corporation, partnership, limited partnership, limited liability company, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Hollow Property or any portion thereof.

9.15 Assignment of Town Founder's Rights and Interests. The rights and interests of the Town Founder under this Hollow Supplemental Declaration may be transferred and assigned by the Town Founder to any successor or assigns to all or part of the Town Founder's interest in the Hollow Property by an express transfer, conveyance or assignment incorporated into any recorded deed or other instrument, acknowledged as a deed, transferring, conveying or assigning such rights and interest to such successor.

9.16 Word Meanings. The words such as "herein", "hereafter", "hereof", "hereunder" and "hereinabove" refer to this Hollow Supplemental Declaration as a whole and not merely to a section or paragraph or article in which such words appear unless the context otherwise requires. Singular shall include the plural, and the masculine gender shall include the feminine and neuter and vice versa unless the context otherwise requires.

9.17 Captions and Section Headings. The captions and headings of various articles, sections, paragraphs or subparagraphs of this Hollow Supplemental Declaration are for convenience only, and are not to be considered as defining or limiting in any way the intent of the provisions hereof or thereof.

9.18 Exhibits.

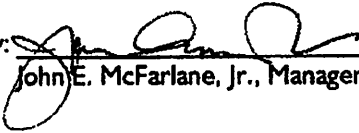
- A - RBVII Property
- B - Certain Hollow Common Property Exhibit
- C - The Hollow Access Plat

{Signatures begin on following page}

IN WITNESS WHEREOF, the Hollow Initial Owner, and Town Founder have caused this Hollow Supplemental Declaration to be executed this 18 day of May, 2016.

HOLLOW INITIAL OWNER:

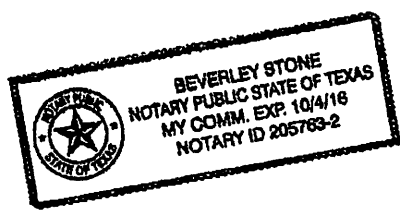
RB VENTURES II, LLC, a Texas limited liability company

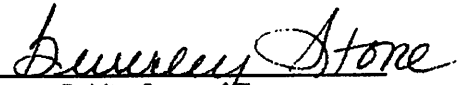
By: 
John E. McFarlane, Jr., Manager

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Be it remembered that on this 18 day of May, 2016, before me, the undersigned Notary Public in and of said County and State, personally came John E. McFarlane, Jr. whose name is subscribed to the foregoing instrument as such, and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of RB Ventures II, LLC, a Texas limited liability company, on behalf of said entity.

WITNESS my hand and official seal, this 18 day of May, 2016.




Notary Public, State of Texas

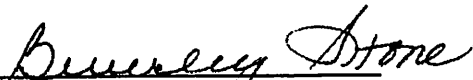
**ROCK BARN CONSERVATION PARTNERS,
LLC., a Texas limited liability company**

By: 
John E. McFarlane, Jr., President

**STATE OF TEXAS §
 §
COUNTY OF BRAZOS §**

Be it remembered that on this ____ day of May, 2016, before me, the undersigned Notary Public in and of said County and State, personally came John E. McFarlane, Jr., whose name is subscribed to the foregoing instrument as such, and acknowledged that he/she signed and delivered the said instrument as President of ROCK BARN CONSERVATION PARTNERS, LLC, a Texas limited liability company, on behalf of said entity.

WITNESS my hand and official seal, this 18 day of May, 2016.


Notary Public, State of Texas

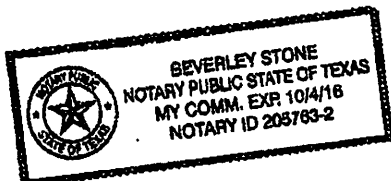


Exhibit A: RBVII Property

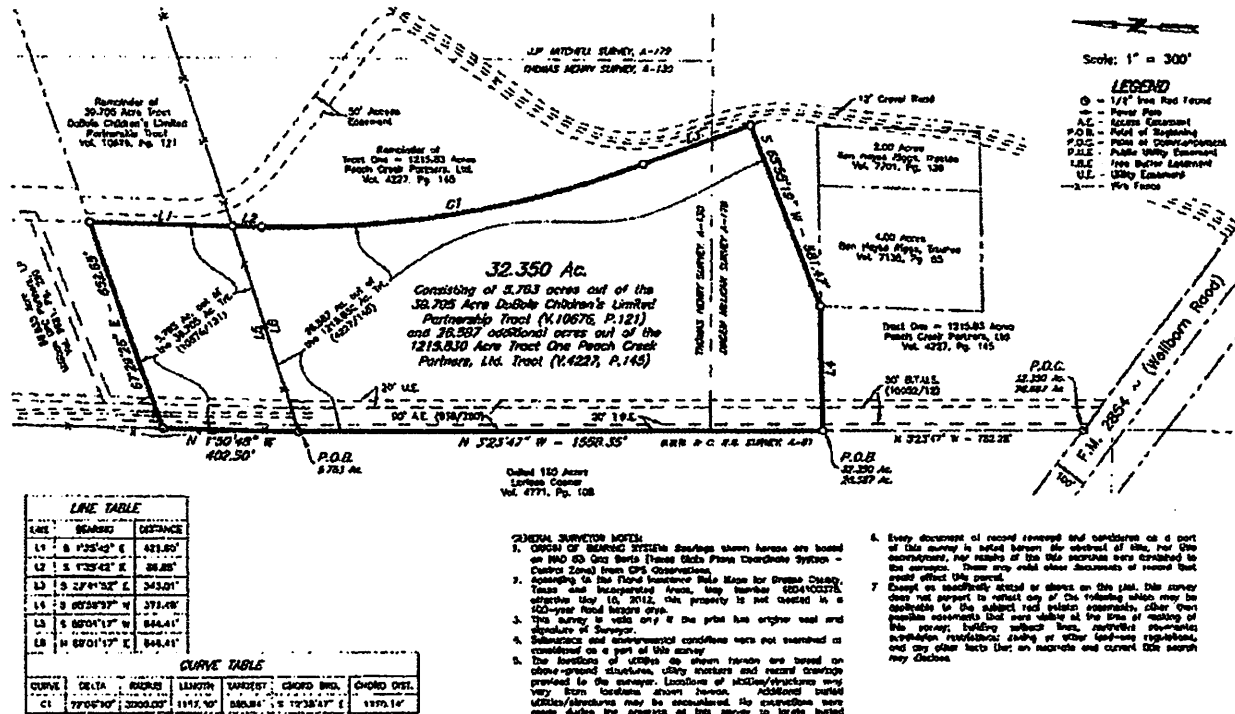


Exhibit B: The Hollow Common Property

To be determined.

