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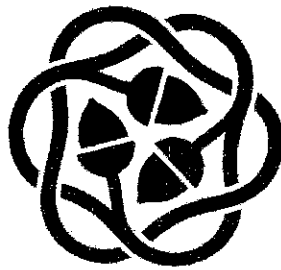


I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of BRAZOS COUNTY, TEXAS

Honorable Karen McQueen, County Clerk, Brazos County

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U Title No. 168099F *hs*



## MILLICAN RESERVE

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

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS FOR MILlicAN RESERVE TO CREATE THE VILLAGE OF THE MEADOWS (this "Meadows Supplemental Declaration") is made and entered this 14 day of June, 2017 by RB Meadows, LLC, a Texas limited liability company ("RB Meadows"); John E. and Erin M. McFarlane, individually; and RB Ventures I, LLC a Texas limited liability company ("RB Ventures") collectively being called herein the "Meadows Initial Owners".

**WITNESSETH**

**WHEREAS**, RB Meadows is the record owner of fee simple title to that certain 156-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 "RB Meadows Property") which, together with "RB Ventures Property" and "McFarlane Property" is known as the "Meadows Property" (commonly referred to as "The Meadows"); and

**WHEREAS**, RB Ventures I LLC is the record owner of fee simple title to that certain 1.57-acre tract or parcel of real property; more particularly described in *Exhibit "B"* attached hereto and made part hereof (sometimes referred to as the "RB Ventures Property"); and

**WHEREAS**, John E. McFarlane, Jr., and Erin M. McFarlane are the record owners of fee simple title to that certain 6.12-acre tract or parcel of real property; more particularly described in *Exhibit "C"* attached hereto and made part hereof (sometimes referred to as the "McFarlane Property"); and

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

**WHEREAS**, the Town Founder and the Meadows Initial Owners 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 Meadows are maintained and enhanced in connection with, and as part of, the promotion of the health, safety and welfare of the Meadows Owners; and

**WHEREAS**, the Town Founder and the Meadows Initial Owners desire to provide a general and uniform plan for the orderly development and improvement of the Property and for the maintenance of the Meadows Common Property (as hereafter defined) to insure that The Meadows 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 Meadows Owners; and

**WHEREAS**, the Meadows Initial Owners desire to have the Meadows Property made subject to this Meadows Supplemental Declaration and to convey to the Town Founder all rights and interest of the Town Founder as set forth under this Meadows Supplemental Declaration; and

**WHEREAS**, The Meadows at Millican Reserve Community Foundation d/b/a The Meadows 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 Meadows Initial Owners hereby declare that the Meadows 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 Meadows Property; shall be binding on all parties having or acquiring any right, title or interest in the Meadows Property, or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Meadows Property and any interest therein; and shall inure to the benefit of and be binding upon the Meadows Owners of the Meadows 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 Meadows Owner or its successors in interest, by the Foundation or by the Conservancy.

***ARTICLE I – PURPOSE***

The purpose of this Meadows Supplemental Declaration is to create the Village to be known as The Meadows. The Meadows 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 \_\_\_\_\_, Page \_\_\_ 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 Meadows Development Period. The Board appointed by Town Founder shall serve after the Meadows Development Period until an election can be conducted to elect a new Board pursuant to the Bylaws of the Foundation.

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

**2.04 "Meadows Access Easement Area"** shall mean the area affected by and encumbered by the Meadows Access Easement, which is labeled as Right of Way (R.O.W.) on the Meadows Final Plat which is filed in the Official Public Records of Brazos County, Texas ("Final Plat").

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

**2.06 "Meadows 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 "Meadows Certificate of Formation"** shall mean the Certificate of Formation of The Meadows 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 "Meadows Common Property"** shall mean and refer to all real and personal property from time to time owned by the Foundation, the Meadows Initial Owners, or Town Founder for the common use, enjoyment and benefit of all Meadows Owners including the Meadows Access Easement Area, the Meadows Utility Easement Area, and the areas of land shown on Exhibit "A" and designated in this Meadows 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 Meadows Common Property shall include such areas marked as "Common Area (Green space)" on Exhibit "A".

**2.09 "Meadows 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 Meadows Property or the right to direct the size, shape, and composition of the Meadows Property; which period of time shall begin upon the recordation of this Meadows 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 Meadows Lots have been conveyed by the Meadows Initial Owners and all Meadows 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 "Meadows Easement Area"** shall refer, collectively, to the Meadows Access Easement Area and the Meadows Utility Easement Area.

**2.11 "Meadows 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 Meadows Owners, located within the Meadows Property and owned by the Foundation, the Meadows Initial Owners and/or Town Founder.

**2.12 "Meadows Fee Schedule"** shall mean and refer to a list of fees, fines, and Meadows Assessments associated with The Meadows and Meadows Owner activity therein. The Foundation reserves the right to add, remove, and/or revise any of the items in the Meadows Fee Schedule at any time, and any omission of fees, fines, and Meadows Assessments from the Meadows Fee Schedule does not render them invalid for future inclusion in the Meadows Fee Schedule. It is each Meadows Owner's responsibility to confirm all fees, fines, and Meadows Assessments pertaining to the Meadows Lot as specified within this Meadows Supplemental Declaration and within the Meadows Fee Schedule before taking any action which may incur fees. A copy of the most current Meadows Fee Schedule will be maintained at all times by the Foundation.



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

**2.14 "Meadows Initial Owners"** shall mean and refer to RB Meadows, LLC, RB Ventures I, LLC, and John E. and Erin M. McFarlane.

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

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

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

**2.18 "Meadows Property"** shall mean and refer to all lands included within and comprising The Meadows as herein further described in Exhibit "A", "B", and "C" totaling approximately 164 acres and in this Meadows Supplemental Declaration, together with all land added to this Meadows Supplemental Declaration as amendments or additional exhibits added in accordance with the provisions hereof.

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

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

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

**2.22 "Meadows Utility Easement Area"** shall mean the area affected by and encumbered by the Meadows Utility Easement, which is labeled "P.U.E." on final plat for The Meadows which is filed in the Official Public Records of Brazos County, Texas ("Final Plat").

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

**2.24 "The Meadows"** shall mean and refer to the single Family residential community planned for and developed on the Meadows Property.

**2.25 "Wilderness Buffer"** shall mean an area along the perimeter of Meadows 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 Meadows Property.** During the Meadows 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 Meadows 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 Meadows 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 Meadows Property without the consent of the owner of such Meadows 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 Meadows Supplemental Declaration or any amendment thereto. In addition, the Town Founder reserves the right to merge and subordinate the Foundation, during the Meadows 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 Meadows Lot; except that a Meadows 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 frequently come onto any Meadows Lot for any purpose related to the Meadows Owner's use of any home office. Meadows Owners may produce agricultural products acceptable to the Board or the Town Founder on their Meadows Lot, but may not sell directly to the public from their Meadows Lot or otherwise invite customers onto their Meadows Lot. The Meadows Common Property shall not be used for commercial purposes, provided however, that the Town Founder or the Meadows Initial Owners may use the Meadows Common Property in promoting the sale and development of Meadows Lots; and, provided, that this restriction shall not prohibit the use of the Meadows Common Property in the entertainment of guests, who may also be customers or clients of Town Founder or Meadows 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 Meadows 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 Meadows Initial Owners, to manage such limited commercial uses on behalf of the Foundation.

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

**3.05 Subdividing of Meadows Lots.** A Meadows Owner of any Meadows Lot of 6.0 acres or greater may subdivide said Meadows Lot into no more than four contiguous Meadows Lots with the advance approval of Town Founder and any jurisdictional authorities required for such legal

subdivision. Such subdivision shall be at the sole expense of said Meadows Owner, and written notification must be provided to the Foundation.

**3.06 Required Construction Timeline.** Construction of a Dwelling must be started within two (2) years from the initial date of purchase of the Meadows Lot from the Meadows Initial Owners or within two (2) years from the date the water and electrical lines are installed to allow for such construction to commence on the Meadows Lot, whichever is later. The "start of construction" for purpose of this Section is defined as a Meadows Owner in receipt of all written approvals and permits prior to beginning the construction of an Improvement upon a Meadows 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 Meadows Lot that construction of a residence has begun. Failure to begin construction of a residential Improvement as defined above within two (2) years of the above-designated date will result in the imposition by the Foundation of a fee equal to \$4,000.00 per Meadows Lot per year. Construction of Improvements shall be continuous and proceed in an orderly fashion without interruption and any individual Improvement on a Meadows Lot shall be completed in a reasonable time, not to exceed eighteen (18) months (please refer to the Meadows Fee Schedule for any applicable penalties) from ARC's receipt of the compliance deposit per the Design Guidelines.

**3.07 Clearing of Lots.** Any clearing of trees or underbrush within any Meadows 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 Meadows 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.

**3.08 Household Pets.** As may be further regulated by the Rules or the Meadows Rules from time to time promulgated by the Foundation or the Conservancy, Meadows Owners may keep up to five (5) Household Pets on their Meadows Lot. The Meadows 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, for 4-H purposes, are permitted on a Meadows Lot insofar as these farm animals do not interfere with other Meadows Owners' enjoyment of their Meadows Lot or change the use of the Property. As may be further regulated by the Meadows 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 Meadows Lot: maximum of 20 chickens per Meadows 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 Meadows 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 Meadows Lot, permanent denial of any future use related to the housing of farm animals, and is subject to fines.

**3.09 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 Meadows Common Property.

**3.10 The Meadows Entry Features.** Town Founder or the Meadows Initial Owners may install and own entry features, mailboxes, fencing, gates, and landscaping to The Meadows ("Entry Features"), but the Foundation is required to maintain these Entry Features. Town Founder or the Meadows Initial Owners, in their sole discretion, can convey the Entry Features to the Foundation at any time or move the location of the Entry Features.

**3.11 Town Founder's Use.** Notwithstanding anything stated to the contrary herein, until the expiration of the Meadows Development Period, neither any of the Meadows Owner's, nor the Foundation's use of the Meadows Property shall interfere with the completion of Town Founder's or the Meadows Initial Owners contemplated Improvements and the sale of the Meadows Lots by Town Founder or the Meadows Initial Owners. It is the obligation of Town Founder to provide certain utilities, easements, and roads within the Meadows Common Property. Any additional Improvements are in the Town Founder's sole discretion to build. Town Founder may make such use of the unsold Meadows Lots and the Meadows 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 Meadows Property and the display of signs and the use of the Meadows Lots as parking areas or to walk or drive upon to reach another portion of the Meadows Property.

**3.12 Restriction Upon Sale of Meadows Parcels.** Prior to the expiration of the Meadows Development Period, the Meadows Initial Owners and the Town Founder reserve the right to restrict the offering of a Meadows Lot for sale by a Meadows Owner, if the proposed listing price for such Meadows Lot is below the current price, determined on a per acre basis, established by Town Founder or the Meadows Initial Owners for Meadows Lots owned by the Town Founder or the Meadows Initial Owners. There shall be no restriction on the offering or sale of any Meadows Lot at a price equal or higher than the current purchase price established by Town Founder or the Meadows Initial Owners for their own Meadows Lots. Prior to listing a Meadows Lot for sale below the current purchase price determined by Town Founder or the Meadows Initial Owners for Meadows Lots, the selling Meadows 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 Meadows Owner in writing of his intention to contract to purchase the Meadows 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 Meadows Owner.

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

- (a) **Notice of Meadows Lot Owner.** Prior to expiration of the Meadows Development Period, any Meadows Owner who receives a bona fide offer for the purchase of his Meadows Lot at a price below the current purchase price, determined on a per acre basis,

established by Town Founder or the Meadows Initial Owners for Meadows Lots owned by them (hereinafter called "Outside Offer") which the Meadows 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 Meadows Owner shall thereupon offer to sell such Meadows 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 Meadows Lot in cash.
- (c) **Representation by Meadows Owner.** The giving of such notice shall constitute a warranty and representation by the Meadows Owner who has received such offer, to the Town Founder on behalf of the other Meadows Owners, that such Meadows 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 Meadows Owner, to purchase such Meadows 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 Meadows 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 Meadows Owner of Town Founder's election to purchase the Meadows 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 Meadows Owner shall be free to contract to sell such Meadows 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 Meadows Lot(s) which is bona fide and memorialized in a written contract. Each bona fide written offer to purchase a Meadows 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 Meadows Supplemental Declaration as permitted by law against any Meadows Owner in violation of these provisions.

#### **ARTICLE IV - THE FOUNDATION**

**4.01 Organization and Purpose.** In order to implement the general purposes of this Meadows 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 Meadows Common Property, to insure the provision of services and facilities for the common benefit of all Meadows Owners, and in general to maintain and promote the desired character of The Meadows as an environmentally sensitive, first class residential community.

**4.02 Membership.** Every person who is a Meadows Owner of any Meadows Lot (whether one or more persons or entities) which is subject to a Meadows Assessment shall be a Meadows 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 Meadows Members, there shall be two classes of voting memberships:

**Class A:** Each Meadows Owner, whether one or more persons or entities, of a Meadows Lot shall, upon and by virtue of becoming such Meadows 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 Meadows Lot. Class A Members shall be all Meadows Members other than Class B Members. Meadows Initial Owner shall become a Class A Member with regard to Meadows Lots owned by Meadows Initial Owners upon conversion of the Meadows Initial Owners' Class B membership to Class A membership as provided herein below.

**Class B:** The Class B Member shall be the Meadows Initial Owners. The Class B Member shall be entitled to eight (8) votes per Lot owned. The Class B membership shall cease and be converted to Class A membership upon the expiration of the Meadows Development Period. The Meadows Initial Owners, in their 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 Meadows Initial Owners' 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 Meadows Supplemental Declaration, or if Meadows Initial Owners repurchase any Meadows Lot, such that Meadows Initial Owners again own any Meadows 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 Meadows Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint Meadows 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 Meadows Members voting on behalf of the same Meadows Lot shall invalidate those votes. If any Meadows Owner casts a vote representing a certain Meadows 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 Meadows Owners of the same Meadows Lot.

**Transfer of Voting Rights.** The right to vote may not be severed or separated from the ownership of the Meadows Lot to which it is appurtenant. Any sale, transfer or conveyance of such a Meadows Lot to a new Meadows Owner or Meadows Owners shall operate automatically to transfer the appurtenant vote to the new Meadows 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 Meadows Certificate of Formation and Meadows 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 Meadows Development Period, at which time the Meadows Members shall elect a Board as provided in the Meadows Bylaws. Notwithstanding the foregoing, on or before the 10<sup>th</sup> anniversary of the date of this Meadows 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 Meadows Members for the purpose of electing one-third of the Board (the "Initial Meadows Member Election Meeting"), which Board member(s) must be elected by the Meadows 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 Meadows Member Election Meeting until the expiration of the Meadows 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 Meadows Certificate of Formation, the Meadows Bylaws, or this Meadows 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 Meadows Supplemental Declaration, the Meadows 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 Meadows 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) **Meadows Assessments.** To levy Meadows Assessments on the Meadows Owners of the Meadows Lots within the Meadows Property, and to enforce payment of such Meadows Assessments in accordance with the provisions of Article VII hereof.
- (b) **Contract(s) with the Meadows Community Foundation.** To enter into one (1) or more contracts with the Meadows Community Foundation in connection with providing certain services for shared amenities benefitting the Meadows Property and/or the Meadows 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 Meadows Assessment, an amount sufficient to pay any costs under such contract(s) to the Meadows Community Foundation (the "Meadows 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 Meadows Owner violates this Meadows Supplemental Declaration or the Meadows Rules, the Town Founder or Foundation has the right to enter upon any portion of the Meadows Property or onto any Meadows Common Property for the purpose of enforcing this Meadows Supplemental Declaration, the Meadows Rules or for the purpose of maintaining or repairing any area, Improvement, Facility or Meadows Facility to conform to the restrictions herein established, at the expense of the Meadows Owner thereof. Notwithstanding the foregoing, the Town Founder or the Foundation will not enter a Dwelling without the permission of the Meadows Owner. Any such entry upon a Meadows 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 Meadows 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 Meadows Owner and shall constitute an Individual Meadows Assessment against the Meadows 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 Meadows Owner for any damages or injury to the Meadows 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 Meadows 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 Meadows Facilities.

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other Meadows Facility in a way, which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Meadows Supplemental Declaration. In addition, the Foundation reserves the right to grant and convey any roads within the Meadows 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 Meadows 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 Meadows 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 Meadows Property. A copy of said Meadows Rules as they may from time to time be adopted, amended or repealed, shall be available to each Meadows Owner upon request and recorded with the appropriate public office. Upon such recordation, said Meadows Rules shall have the same force and effect as if they were set forth in and were a part of this Meadows Supplemental Declaration. As part of the Meadows Rules that may be adopted from time to time by the Foundation, a fine may be imposed by the Foundation for violation by any Meadows Owner, his/her Family, or any of his/her guests or invitees of this Meadows Supplemental Declaration or any Meadows Rules. In the event any such fine is imposed, it shall constitute a Meadows Individual Assessment as provided in Article VII hereof. Before imposing any such fine, the Foundation shall give such Meadows Owner notice and hearing as may be required by Texas law.



**4.07 Liability of Meadows Initial Owners, Town Founder, Board, ARC and Foundation.**

Neither the Meadows Initial Owners, Town Founder, Board, ARC, nor the Foundation shall be personally liable to any Meadows Owner or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Meadows Initial Owners, 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 Meadows Initial Owners, 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 Meadows except where the Meadows Initial Owners, 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 Meadows Initial Owners, 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 Meadows Member, occupant or user of any portion of the Meadows Property, including without limitation, Meadows Owners and their respective families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. The Foundation and the Meadows Initial Owners, 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 Meadows Owner, by taking title to any part of the Meadows Property, covenants and agrees to hold harmless and to indemnify the Foundation and the Meadows Initial Owners, 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 Meadows Owner for any loss or damage arising in connection with the use, ownership or occupancy of any portion of the Meadows 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 Meadows 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 Meadows Initial Owners and/or Town Founder.** Recognizing that the Foundation may have to be subsidized by Meadows Initial Owners and/or the Town Founder, the Board (whether the Board is the same as the Meadows Initial Owners or the Town Founder, its agents, servants, or employees and without being liable for any claim made by any Meadows Member that the Board's fiduciary duty to the other Meadows 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 Meadows Initial Owners and/or the Town Founder for monies expended by the Meadows Initial Owners and/or the Town Founder or loaned to the Foundation by Meadows Initial Owners 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 Meadows 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 Meadows Property.

## **ARTICLE VI – MEADOWS COMMON PROPERTY**

**6.01 Conveyance.** Subject to the provisions of Article VII, the Meadows Initial Owners by the recordation of this Meadows Supplemental Declaration shall be deemed to have dedicated the Meadows Common Property for the mutual use, enjoyment, common safety and welfare of the residents of The Meadows, subject to such restrictions, liens, or easements reserved herein or on the Plat of the Meadows 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 Meadows 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 Meadows 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 Meadows. Provided, however, for as long as the Meadows Initial Owners own any Meadows 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 Meadows Property, and the Meadows 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 Meadows 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 Meadows Property. The Town Founder hereby covenants for itself, its successors and assigns that said Meadows Common Property shall be subject to and bound by the terms of the Master Declaration and this Meadows Supplemental Declaration and Exhibits attached thereto and hereto. The use and enjoyment of the Meadows Common Property shall be subject to such Meadows Rules relating thereto as are set forth in this Meadows Supplemental Declaration or as may be adopted or amended by the Foundation from time to time in accordance with this Meadows Supplemental Declaration. Town Founder shall have the right from time to time to designate additional real property as Meadows Common Property either in a supplement or amendment to this Meadows Supplemental Declaration executed for the purposes of submitting any additional real property to the terms of this Meadows 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 Meadows Common Property shall be in accordance with the terms and provisions of this Meadows Supplemental Declaration.

**6.02 Improvement of Meadows Common Property.** It is the duty of the Town Founder to complete certain utilities, roadways and easements at the Meadows 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 Meadows 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 Meadows Common Property, including improvements thereto, shall be the obligation of the Foundation as hereinafter provided in this Meadows 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 Meadows Owner shall have the non-exclusive right and easement of enjoyment in and to the Meadows Common Property. The Meadows Initial Owners reserve the right to convey the Meadows Common Property to the Foundation at any time. Such right and easement of each Meadows Owner in and to the Meadows Common Property, or any part thereof,

shall be appurtenant to and shall pass with the title to every Meadows Lot. The Town Founder and Foundation reserve the right to use, access, and grant access to third parties to the Meadows Common Property and Meadows Facilities. The Foundation shall have the right to establish an additional set of Meadows Rules as it relates to the use and access to Meadows Common Property, and/or trail system. The Foundation shall have the right to remove or cause to be removed anything placed on the Meadows Common Property, or any part thereof, in violation of the provisions of this Section, to restore the Meadows Common Property, or any part thereof, to its condition prior to the violation and to assess the Meadows Owner or Meadows Owners responsible for the cost of such removal and restoration. Such assessment shall constitute an Individual Meadows Assessment as provided in Section 7.08 against the Lot of said Meadows Owner or Owners that may be enforced in the manner set forth in Article VII hereof. Nothing contained in this Meadows Supplemental Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Meadows 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 Meadows Common Property.

**6.04 Use of Meadows Common Property.** Each Meadows Owner, any invitee, licensee, Family member, employee, or other representative or agent of that Meadows Owner and any other persons entitled to use the Meadows Common Property shall not use such Meadows Common Property or carry on any activity on such Meadows Common Property that will detract from, impair or interfere in any way with the value or enjoyment (including aesthetic enjoyment) of such Meadows Common Property by the Town Founder, the Meadows Initial Owners or other Meadows Owners. No Meadows 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 Meadows 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 Meadows Rules in accordance with this Meadows Supplemental Declaration, the Meadows Certificate of Formation and the Meadows Bylaws for the purpose of regulating the use of the Meadows Common Property.

**6.05 Exculpation from Liability and Responsibility for Maintenance and Design.** Town Founder and the Meadows Initial Owners reserve the right to participate in or undertake, the continued maintenance of any Meadows Common Property at Town Founder's or Meadows Initial Owners' sole discretion, however Town Founder or Meadows Initial Owners shall not be responsible for the continued maintenance of the Meadows Common Property or for any loss or damage to the Meadows Owners, their heirs, successors, or assigns, families, guests, invitees, agents or employees for the design of, or any failure to maintain, the Meadows Common Property. Accordingly, each Meadows Owner, by the acceptance of a deed or other conveyance to his/her Meadows Lot shall be deemed to have agreed that neither the Town Founder nor the Meadows Initial Owners shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the design of the Meadows Common Property. Said Meadows Common Property is private, not public. The Foundation, on behalf of all of the Meadows Owners shall, subject to the terms and provisions of this Meadows 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 Meadows Common Property.

**6.06 Exculpation from Liability and Responsibility for Damages.**

- (a) Each Meadows 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 Meadows Owner, who use the Meadows Common Property under terms of this Meadows 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 Meadows Initial Owners, Town Founder, and the Foundation shall not be responsible for any loss or damage to the Foundation, any Meadows Owner, his/her Family, guests, invitees, agents or employees, heirs or assigns, or any other person who uses the Meadows Common Property under the terms of this Meadows Supplemental Declaration due to any act or omission of any contractor or subcontractor employed by Meadows Initial Owners, the Town Founder or the Foundation, for the construction and development, enlargement, or maintenance of the Meadows Common Property, or due to any act or omission of any adjoining Meadows Owner, or due to any act or omission of any other person or persons using the Meadows Common Property, or due to any act of omission of any other person or persons using the Meadows Common Property without authorization.
- (c) Use of the Meadows Common Property by a Meadows Owner, heirs, successors or assigns, or any person who occupies the Meadows Lot owned by the Meadows Owner or the guests of such person, shall be at the risk of the Meadows Owner and user and the Meadows Initial Owners, 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 MEADOWS OWNER, AGREES FOR HIM/HERSELF AND HIS/HER HEIRS AND ASSIGNS TO INDEMNIFY AND SAVE MEADOWS INITIAL OWNERS, 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 MEADOWS COMMON PROPERTY BY A MEADOWS OWNER, HIS/HER HEIRS, SUCCESSORS, OR ASSIGNS, SUCH PERSONS WHO OCCUPY SUCH MEADOWS OWNER'S LOT, OR THE GUESTS OF SUCH PERSONS.**

**6.07 Conveyance to the Foundation.** The Meadows Initial Owners 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 Meadows Common Property. The Meadows Initial Owners and the Town Founder may, at any time after the date hereof, convey legal title to all or a portion of such Meadows 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 Meadows Common Property conveyed to the Foundation as elsewhere provided in this Meadows 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 Meadows Common Property, including but not limited to maintenance, taxes, insurances and every other cost or expense related to the operation of such Meadows Common Property.

#### ***ARTICLE VII - MEADOWS ASSESSMENTS***

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

**7.02 Creation of the Lien and Personal Obligation for Assessments.** The Meadows Initial Owners hereby covenant, and each Meadows Owner of any Meadows 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) Meadows Annual Assessments;
- (b) Meadows Special Assessments;
- (c) Meadows Individual Assessments.

The Meadows Annual Assessments, Meadows Special Assessments, and Meadows Individual Assessments (collectively the "Meadows 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 Meadows Lot and shall be a continuing lien upon the Meadows Lot against which the Meadows Assessments are made. Each such Meadows Assessment and other charges, together with late charges, interest, costs, fines and reasonable attorneys' fees, shall also be the personal obligation of the Meadows Owner of the Meadows Lot at the time when the Meadows 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 Meadows Assessments due from any Meadows Owner, at the sole and absolute discretion of the Board.

Meadows Lots which are owned by the Meadows Initial Owners or the Town Founder shall not be subject to any Meadows Assessment hereunder whatsoever. Meadows Lots owned by Builders (herein defined) are subject to all Meadows 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 Meadows Assessments on Meadows Lots owned by a Builder is appropriate. As used herein, the term "Builder" shall mean a Meadows Owner who is in the construction business and has plans to construct a Dwelling upon such Meadows Lot. The rate of assessment for each Meadows Lot shall change as the character of ownership and/or the status of occupancy changes. The applicable Meadows Annual Assessment and Meadows Special Assessment for each Meadows 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 Meadows Annual Assessment.** Meadows Annual Assessment (herein so called), calculated on a uniform per Meadows 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 Meadows 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 Meadows, 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 Meadows 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 Meadows Property, including without limitation, the Meadows 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 Meadows 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 Meadows Owners and the Meadows Property, including, without limitation expenses related to Agreements with other associations or organizations to provide additional services and or amenities to the Meadows Owners. Subject to the provisions set forth relating to the rate at which the Meadows Annual Assessment imposed herein shall be paid on the Meadows Lot, each and every Meadows Lot is hereby severally subjected to and impressed with a regular Meadows 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.** Meadows Annual Assessments shall be payable in advance on or before January 1 of each year. The Board may fix the Meadows Annual Assessment at an amount not in excess of the maximum, and shall fix the amount of the Meadows Annual Assessment against each Meadows Lot by December 1 preceding the Meadows Annual Assessment period. The Meadows Annual Assessment period shall begin on January 1 of each year. Written notice of the Meadows Annual Assessment shall be sent to every Meadows Owner subject thereto at the address of each Meadows Lot or at such other address provided to the Foundation in writing from the Meadows Owner. Meadows Annual Assessments shall be considered delinquent if not received by January 31 of the year for which the Meadows Annual Assessment pertains.

**7.06 Increases.** The maximum Meadows Annual Assessment for calendar year 2017 shall be in the amount of Seven Hundred and no/100 Dollars (\$700.00) per Meadows Lot. Beginning with the calendar year 2017, the maximum Meadows 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 Meadows Annual Assessment. For example, if the maximum Meadows Annual Assessment for the prior year was \$500 per Meadows Lot but the actual amount of the Meadows Annual Assessment assessed was \$300, the maximum Meadows Annual Assessment for the following year may be increased by the Foundation to \$600 (\$500 X 20%) even though the maximum Annual Assessment (\$600.00) may not actually be assessed. Unless waived in writing by the Town Founder or Meadows Initial Owners, as applicable, in the event the Foundation becomes indebted to the Town Founder or Meadows Initial Owners in any manner, the Board will be required to increase and assess the Meadows Owners the twenty percent (20%) maximum Meadows Annual Assessment provided for in this Section each year to provide for the repayment to the Town Founder or the Meadows Initial Owners until the Town Founder or Meadows Initial Owners, as applicable, have been paid in full.

The Meadows 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 Meadows Member, if applicable, and the date and signature of the Meadows 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 Meadows 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 Meadows Annual Assessment so authorized, and the date by which the increased Meadows Annual Assessment must be paid to avoid being delinquent. The increase in the maximum Meadows 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 Meadows Special Assessments for Capital Improvements.** In addition to the Meadows 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 Meadows 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 Meadows 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 Meadows Member, if applicable, and the date and signature of the Meadows 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 Meadows 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 Meadows Special Assessment, the amount of the Meadows Special Assessment authorized, and the date by which the Meadows Special Assessment must be paid in order to avoid being delinquent.

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

- (a) Costs and expenses incurred by the Foundation in bringing a particular Meadows Owner's Lot into compliance with the provisions of this Meadows 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 Meadows Supplemental Declaration, following the failure of such Meadows 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 Meadows Supplemental Declaration against a particular Meadows Lot or the Meadows Owner of such Meadows Lot.
- (c) Costs and expenses incurred by the Foundation in furnishing or providing labor, services and materials which benefit a particular Meadows Lot or the Meadows Owner of a particular Meadows Lot provided that such labor, services or materials can be accepted or rejected by such particular Meadows Owner (provided that the Meadows Owner shall bring his/her Meadows Lot into compliance as provided in this Meadows Supplemental Declaration) in advance of the Foundation's furnishing or providing the same and that such Meadows Owner's acceptance of any such labor, services or materials shall be deemed to have been such Meadows Owner's agreement that the costs and expenses associated therewith shall be a lien against said Meadows Lot and

shall be levied and collected as a Meadows Individual Assessment against such particular Meadows Owner and his/her particular Meadows Lot.

- (d) The fine assessed against any Meadows Owner for violation by any Meadows Owner, Family, guests, lessees or invitees of the provisions of this Meadows Supplemental Declaration or any Meadows Rules please refer to the Meadows Fee Schedule for any applicable penalties).
- (e) Reasonable overhead expenses of the Foundation associated with any Individual Meadows 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 Meadows Fund.** The Foundation shall establish a Meadows Fund into which shall be deposited all moneys paid to the Foundation, including all Meadows Assessments, and from which disbursements shall be made in performing the functions of the Foundation under this Meadows 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 Meadows Special Assessments.

**7.10 Effect of Nonpayment of Meadows Assessments.** Any of the Meadows 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 Meadows Owner, as a Meadows Member of the Foundation (but not such Meadows Owner's responsibility as a Meadows Member of the Foundation), to use the Meadows Common Property, may be suspended after notice as may be required by Texas law until all Meadows Assessments and related costs are paid in full;
- (c) an action at law against the Meadows Owner personally obligated to pay the same, and/or foreclose on the lien herein retained against the Meadows 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 Meadows 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.** Meadows 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 Meadows Lot and shall be secured by a continuing lien upon each Meadows 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 Meadows Owner or Meadows Owners of the affected Meadows Lot, according to the books and records of the Foundation, and the legal description of such Meadows Lot.



**7.13 Creation of Lien.** Each Meadows Owner, by his acceptance of a deed to a Meadows Lot, hereby expressly grants to the Foundation a lien for the purpose of securing payment of Meadows Assessments upon such Meadows 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 Meadows Lot. In addition to and in connection therewith, by acceptance of the deed to his Meadows Lot, each Meadows 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 Meadows Owner's Meadows Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the Meadows 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 Meadows 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 Meadows Owner or Meadows Owners of such Meadows 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 Meadows Lot shall be required to pay a reasonable rent for the use of such Meadows 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 Meadows Lot by forcible detainer without further notice.

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

**7.17 Exempt Portions of the Properties.** All portions of the Meadows Property dedicated to, and accepted by, a local public authority exempt from taxation by the laws of the State of Texas, and all Meadows Common Property shall be exempt from the Meadows Assessments and other charges created herein. Notwithstanding the foregoing, no Meadows Lot which is used, or is intended for use, as a residence shall be exempt from Meadows Assessments and charges and the lien herein securing payment thereof.

**7.18 No Offsets.** The Meadows 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 Meadows Supplemental Declaration, (b) any claim by the Meadows Owner of non-use of the Meadows Common Property or abandonment of his Meadows Lot, (c) any claim by the Meadows Owner of inconvenience or discomfort arising from the making of repairs or improvements to Meadows Common Property, or (d) any claim by the Meadows 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 Meadows Assessments provided for herein shall be subordinate to any first lien purchase money mortgages (and refinancing of same) relating to the Meadows Lots or liens relating to construction upon the Meadows Lot; provided, however, that such subordination shall apply only to Meadows Assessments which have become due and payable prior to a sale or transfer of such Meadows 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 Meadows Lot shall not affect the lien of the Meadows Assessment; however, the sale or transfer of any Meadows 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 Meadows Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Meadows Lot from liability for the Meadows Assessments thereafter becoming due or from the lien thereof. A selling Meadows Owner of a Meadows Lot shall not be relieved of personal liability for any Meadows Assessments accruing on such Meadows Lot prior to the date of sale or transfer.

### ***ARTICLE VIII - RESERVATIONS AND EASEMENTS***

**8.01 Construction Easement.** The Meadows Initial Owners hereby reserve the easement for the Town Founder and the Foundation over up to ten (10) feet of the surface of the Meadows Property that is adjacent to both sides of the Meadows Utility Easement Area as necessary to install and maintain the Utilities within the Meadows Utility Easement Area.

**8.02 Restrictions.** The Meadows Easements are subject to the following restrictions:

- (a) Each Meadows 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 Meadows 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 Meadows Lot, or other similar charges levied or charged against, or in connection with, their Meadows Lot; all such utilities shall be installed underground. Each Meadows Owner shall be solely responsible for the costs of constructing the driveways connecting their respective Meadows 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 Meadows Lot. Town Founder is responsible for providing services to the front of the Meadows Lot on the Meadows Common Property within the Meadows Utility Easement Area but is not responsible for any connecting, installing, repairing, relocating, clearing, maintenance, and/or construction of any kind on any individual Meadows Lot. Town Founder does reserve the right to assist Meadows Owners on a case by case basis however any assistance would not be considered a standard practice to be applied to all Meadows Lots.
- (b) The Meadows Easements are subject and subordinate to any and all matters of record as of the date hereof.

**8.03 Construction and Maintenance of Road.** The Town Founder has or will construct a road on the Meadows Access Easement Area. It shall be the obligation of Brazos County upon acceptance of road improvements 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. The Meadows Initial Owners reserve for the Town Founder and the Foundation, 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.

**8.04 Reservation of Right to Consent to Construction.** Town Founder is hereby granted the right to grant consents for the construction and maintenance of the Meadows Common Property. Town Founder, for the benefit of itself, the Foundation and all Meadows Owners hereby reserves easements in, on and over the Meadows 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 Meadows Property; provided, however, that any such drainage easements shall not unreasonably interfere with the use and enjoyment by any Meadows Owner of the particular Meadows Lots or the Meadows Common Property affected hereby or any improvements from time to time placed, located, constructed, erected or installed thereon.

**8.05 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 Meadows in accordance with the objectives and purposes set forth in the Master Declaration and this Meadows Supplemental Declaration. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Meadows 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 Meadows 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 Meadows Common Property, trails, drainage, road right of way or other purposes reasonably related to the orderly development of The Meadows in accordance with the objectives and purposes specified in this Meadows Supplemental Declaration.

**8.06 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 Meadows 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 Meadows Supplemental Declaration and the Meadows Certificate of Formation, Meadows Bylaws and Meadows Rules.

**8.07 Maintenance of Easements.** The Meadows 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 Meadows Property which is subject to any of the easements reserved in Article VIII of this Meadows Supplemental Declaration. The Foundation shall be responsible for maintaining any easements located on the Meadows Property. However, the Foundation is not responsible for maintaining any easements located on a Meadows Owner's Meadows Lot.

***ARTICLE IX - GENERAL COVENANTS AND RESTRICTIONS***

**9.01 Duration.** This Meadows 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 Meadows 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 Meadows Owners of the Meadows Lots vote to change said restrictions in whole or in part. Any amendment to this Meadows Supplemental Declaration during the Meadows Development Period shall also require the prior written consent of the Town Founder.

**9.02 Compliance.** It shall be the responsibility of each Meadows Owner or tenant or occupant of a Meadows Lot to obtain copies of and become familiar with the terms of the Master Declaration, this Meadows Supplemental Declaration, Meadows Bylaws, and Meadows 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 Meadows Owner or Meadows Owners. In addition, the Town Founder, the Foundation may avail itself of any and all remedies provided in this Meadows Supplemental Declaration or the Meadows 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 Meadows 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 Meadows Supplemental Declaration, any additional restrictions imposed by the Meadows Initial Owners or the Town Founder on any Meadows Lot, or any Supplemental Declaration filed on the Meadows Lot. Failure by the Foundation, Conservancy, the Town Founder, or any Meadows 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 Meadows Bylaws, this Meadows Supplemental Declaration, the Design Guidelines and any Meadows Rules. Any fine unpaid thirty (30) days after demand shall be collectable as a Meadows Assessment in this Meadows Supplemental Declaration and secured by the Meadows Assessment lien herein reserved.

**9.05 Notices.** Any notice required to be sent to any Meadows Owner under the provisions of this Meadows 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 Meadows 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 Meadows Owner, the address of the Meadows Lot shall be presumed to be the Meadows Owner's address.

**9.06 Attorney Fees.** In the event any action to enforce this Meadows Supplemental Declaration, Meadows Bylaws, Design Guidelines or Meadows Rules is initiated against a Meadows Owner or occupant of a Lot by the Foundation, Conservancy, Town Founder, the Conservancy or Meadows Owners, as the case may be, the Foundation, Conservancy, Town Founder, Conservancy or Meadows Owner shall be entitled to recovery reasonable attorney fees from the Meadows Owner or occupant of a Meadows Lot who violated this Meadows Supplemental Declaration, Bylaws, Design Guidelines or Meadows 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 Meadows 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 Meadows Supplemental Declaration, at its sole and absolute discretion, prior to the expiration of the Meadows Development Period. After the expiration of the Meadows Development Period, in order to amend or terminate any provision of this Meadows 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 Meadows Property designed to make the Meadows Property safer than they otherwise might be.

**THE MEADOWS INITIAL OWNERS, 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 MEADOWS PROPERTY. THE MEADOWS INITIAL OWNERS, 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 MEADOWS OWNER AND OCCUPANT OF ANY MEADOWS LOT, AND EACH TENANT, GUEST AND INVITEE OF A MEADOWS OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE MEADOWS INITIAL OWNERS, TOWN FOUNDER AND THE FOUNDATION, ARE NOT INSURERS AND THAT EACH MEADOWS OWNER AND OCCUPANT OF ANY MEADOWS LOT AND EACH TENANT, GUEST, AND INVITEE OF ANY MEADOWS OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO MEADOWS LOTS, AND TO THE CONTENTS OF MEADOWS LOTS, AND FURTHER ACKNOWLEDGES THAT THE MEADOWS INITIAL OWNERS, TOWN FOUNDER AND THE FOUNDATION, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY MEADOWS 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 MEADOWS PROPERTY.**

**9.11 De-annexation of the Meadows Property.** Town Founder may de-annex and remove any property from The Meadows, so long as the Meadows 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 Meadows Owner of the property being de-annexed. If the property is Meadows 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 Meadows Property being de-annexed shall no longer be a part of the Meadows Property encumbered by this Meadows Supplemental Declaration and any amendments and/or supplements thereto.

**9.12 Waiver.** No provision contained in this Meadows 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, Meadows Members or employees of the Foundation and the Town Founder or Meadows Initial Owners 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 Meadows 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 Meadows 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 Meadows 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 Meadows 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 Meadows Supplemental Declaration and the Exhibits attached hereto and thereto, whether or not any reference to the Master Declaration or this Meadows 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 Meadows 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 Meadows 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 Meadows 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 Meadows 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 Meadows 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 - RB Meadows Property
- B - RB Ventures Property
- C - McFarlane Property

{Signatures begin on following page}

IN WITNESS WHEREOF, the Meadows Initial Owners, and Town Founder have caused this Meadows Supplemental Declaration to be executed this 14 day of June, 2017.

**MEADOWS INITIAL OWNERS**

**RB Meadows, LLC**, a Texas limited liability company  
**By Its Manager:**  
**Rock Barn Conservation Partners, LLC**

By: [Signature]  
John E. McFarlane, Jr., Manager

STATE OF TEXAS           §  
                                          §  
COUNTY OF BRAZOS     §

Be it remembered that on this 14 day of June, 2017, 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 Meadows, LLC, a Texas limited liability company, on behalf of said entity.

WITNESS my hand and official seal, this 14 day of June, 2017.



[Signature]  
Notary Public, State of Texas



By: *John E. McFarlane, Jr.*  
John E. McFarlane, Jr., individually

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

Be it remembered that on this 14 day of June, 2017, 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 John E. McFarlane, Jr..

WITNESS my hand and official seal, this 14 day of June, 2017.



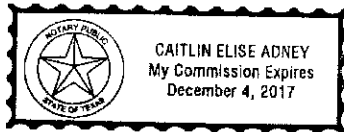
*Caitlin Elise Adney*  
Notary Public, State of Texas

By: *Erin M. McFarlane*  
Erin M. McFarlane, individually

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

Be it remembered that on this 14 day of June, 2017, before me, the undersigned Notary Public in and of said County and State, personally came Erin M. McFarlane, whose name is subscribed to the foregoing instrument as such, and acknowledged that he/she signed and delivered the said instrument as Erin M. McFarlane.

WITNESS my hand and official seal, this 14 day of June, 2017.



*Caitlin Elise Adney*  
Notary Public, State of Texas

THE MEADOWS

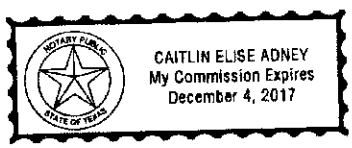
**RV VENTURES I, LLC**, a Texas limited liability company

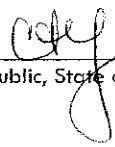
By:   
John E. McFarlane, Jr., Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

Be it remembered that on this 14 day of June, 2017, 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 RB VENTURES I, LLC, a Texas limited liability company, on behalf of said entity.

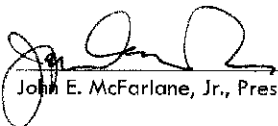
WITNESS my hand and official seal, this 14 day of June, 2017.



  
Notary Public, State of Texas

**TOWN FOUNDER**

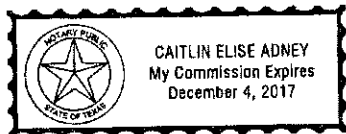
**ROCK BARN CONSERVATION PARTNERS, LLC,** a  
Texas limited liability company

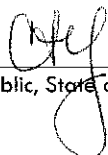
By:   
John E. McFarlane, Jr., President

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

Be it remembered that on this 14 day of June, 2017, 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 14 day of June, 2017.



  
\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT A

## Tract One:

Being all that certain tract or parcel of land lying and being situated in the A. MILLER SURVEY, Abstract No. 165 and the C. RAINEY SURVEY, Abstract No. 201 in Brazos County, Texas and being part of the 82.453 acre tract described in the deed from Peach Creek Partners, Ltd. to RB Ventures I, LLC recorded in Volume 12300, Page 5 of the Official Records of Brazos County, Texas (O.R.B.C.), all of the 10.001 acre tract described in the deed from Peach Creek Partners, Ltd. to John E. McFarlane, Jr. and Erin M. McFarlane recorded in Volume 9422, Page 180 (O.R.B.C.) and being all of the 94.05 acre tract described in the deed from Edward W. Valenta and Sue Ann Valenta to RB Ventures I, LLC recorded in Volume 12300, Page 20 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found TxDOT concrete monument with a 4-inch brass disk marking the most northerly corner of the said 82.453 acre tract, the southwest corner of a 2.46 acre State of Texas right-of-way tract for State Highway No. 6 recorded in Volume 5533, Page 197 (O.R.B.C.) and being in the east line of a called 16.68 acre Bryan Scott Medlin tract recorded in Volume 3836, Page 54 (O.R.B.C.);

THENCE: S 42° 10' 00" E along the southwest right-of-way line of said State Highway No. 6 for a distance of 713.25 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING;

THENCE: S 42° 10' 00" E continuing along said State Highway No. 6 right-of-way line for a distance of 121.19 feet to a 1/2-inch iron rod set for corner;

THENCE: into and through the said 82.453 acre RB Ventures I, LLC tract for the following five (5) calls:

- 1) S 39° 48' 48" W for a distance of 137.28 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the right,
- 2) 81.61 feet along the arc of said curve having a central angle of 10° 44' 59", a radius of 435.00 feet, a tangent of 40.93 feet and a long chord bearing S 45° 11' 17" W at a distance of 81.49 feet to a 3/4-inch iron pipe set for the Point of Tangency,
- 3) S 50° 33' 47" W for a distance of 190.81 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the right,
- 4) 195.89 feet along the arc of said curve having a central angle of 14° 46' 04", a radius of 760.00 feet, a tangent of 98.49 feet and a long chord bearing S 57° 56' 49" W at a distance of 195.35 feet to a 3/4-inch iron pipe set for corner, and
- 5) S 12° 19' 03" E for a distance of 510.27 feet for corner in the south line of the said 82.453 acre tract;

THENCE: along the south line of said 82.453 acre RB Ventures I, LLC tract, said south line being common with the approximate centerline of Peach Creek for the following forty-five (45) calls:

- 1) N 83° 49' 48" W for a distance of 80.06 feet for corner,
- 2) N 68° 48' 28" W for a distance of 86.06 feet for corner,
- 3) S 81° 50' 17" W for a distance of 82.20 feet for corner,
- 4) S 20° 33' 41" W for a distance of 103.44 feet for corner,
- 5) S 02° 29' 27" W for a distance of 85.42 feet for corner,
- 6) S 57° 29' 11" W for a distance of 150.16 feet for corner,
- 7) S 14° 14' 10" W for a distance of 68.27 feet for corner,
- 8) S 43° 08' 28" E for a distance of 65.26 feet for corner,
- 9) S 17° 09' 54" E for a distance of 131.42 feet for corner,
- 10) S 52° 36' 22" W for a distance of 51.74 feet for corner,
- 11) N 44° 32' 46" W for a distance of 95.07 feet for corner,
- 12) S 77° 13' 59" W for a distance of 122.45 feet for corner,
- 13) S 46° 26' 38" W for a distance of 198.57 feet for corner,
- 14) N 61° 54' 21" W for a distance of 45.88 feet for corner,
- 15) N 66° 33' 42" W for a distance of 38.95 feet for corner,
- 16) N 55° 57' 45" W for a distance of 164.60 feet for corner,
- 17) N 74° 40' 54" W for a distance of 87.32 feet for corner,
- 18) S 23° 35' 16" W for a distance of 107.65 feet for corner,
- 19) S 60° 37' 09" W for a distance of 57.99 feet for corner,
- 20) S 66° 21' 24" W for a distance of 243.49 feet for corner,
- 21) N 42° 27' 18" W for a distance of 174.79 feet for corner,
- 22) N 79° 19' 24" W for a distance of 154.91 feet for corner,

23) S 86° 44' 19" W for a distance of 124.93 feet for corner,  
24) S 59° 59' 59" W for a distance of 113.52 feet for corner,  
25) S 16° 53' 50" W for a distance of 109.52 feet for corner,  
26) S 31° 45' 01" E for a distance of 85.93 feet for corner,  
27) S 89° 02' 15" E for a distance of 125.97 feet for corner,  
28) S 63° 54' 21" E for a distance of 69.42 feet for corner,  
29) S 00° 23' 25" E for a distance of 31.46 feet for corner,  
30) S 68° 49' 44" W for a distance of 148.54 feet for corner,  
31) S 00° 29' 44" E for a distance of 175.98 feet for corner,  
32) S 45° 33' 30" W for a distance of 75.27 feet for corner,  
33) S 15° 54' 14" W for a distance of 111.05 feet for corner,  
34) S 35° 37' 09" E for a distance of 104.51 feet for corner,  
35) S 05° 46' 02" W for a distance of 72.65 feet for corner,  
36) S 50° 50' 56" W for a distance of 45.50 feet for corner,  
37) S 18° 52' 12" E for a distance of 91.37 feet for corner,  
38) N 75° 01' 27" E for a distance of 73.38 feet for corner,  
39) S 45° 40' 10" E for a distance of 105.41 feet for corner,  
40) S 03° 36' 55" E for a distance of 48.98 feet for corner,  
41) S 37° 42' 18" W for a distance of 157.46 feet for corner,  
42) S 51° 34' 15" W for a distance of 130.22 feet for corner,  
43) S 17° 04' 56" W for a distance of 109.10 feet for corner,  
44) S 88° 46' 40" W for a distance of 154.22 feet for corner, and  
45) N 81° 45' 04" W for a distance of 183.53 feet for corner marking the southwest corner of the said 82.453 acre tract, the southeast corner of the said 94.05 acre tract and the northeast corner of the 76.70 acre Peach Creek Partners tract recorded in Volume 12300, Page 13 (O.R.B.C.), from whence a found 1/2-inch iron rod bears N 02° 51' 48" W at a distance of 100.00 feet for reference;

THENCE: along the common line of the said 94.05 acre RB Ventures I, LLC tract and the said 76.70 acre Peach Creek Partners tract for the following nine (9) calls:

1) S 62° 30' 42" W for a distance of 532.74 feet for corner,  
2) S 23° 06' 53" W for a distance of 121.81 feet for corner,  
3) S 03° 49' 59" E for a distance of 327.11 feet for corner,  
4) S 16° 13' 16" W for a distance of 484.07 feet for corner,  
5) S 30° 30' 05" W for a distance of 531.78 feet for corner,  
6) S 68° 13' 08" W for a distance of 96.06 feet for corner,  
7) N 79° 47' 44" W for a distance of 106.55 feet for corner,  
8) N 05° 44' 53" W for a distance of 200.55 feet for corner, and  
9) N 68° 57' 11" W for a distance of 92.64 feet for corner marking the southwest corner of the said 94.05 acre tract, the northwest corner of the said 76.70 acre tract and being in the east line of the called 141.46 acre Peach Creek Partner, Ltd. Tract Three recorded in Exhibit "B" of Volume 4227, Page 119 (O.R.B.C.) and Volume 4227, Page 145 (O.R.B.C.);

THENCE: N 02° 11' 58" W along the common line of the said 94.05 acre RB Ventures I, LLC tract and the called 141.460 acre Peach Creek Partners, Ltd. tract for a distance of 1560.66 feet to a found 1/2-inch iron rod marking the northeast corner of the called 141.460 acre Peach Creek Partner, Ltd. tract and the southeast corner of the Smiling Mallard Development, Ltd. 1037.24 acre Tract Two recorded in Volume 4247, Page 51 (O.R.B.C.),

THENCE: N 02° 49' 20" W continuing along the westerly line of the said 94.05 acre RB Ventures I, LLC tract and the said 1037.24 acre Smiling Mallard Development, Ltd. tract for a distance of 2075.08 feet to a 1/2-inch iron rod set for corner;

THENCE: N 43° 08' 40" W continuing along said common line for a distance of 18.39 feet to a 1/2-inch iron rod set for the northeast corner of the said 1037.24 acre Smiling Mallard Development, Ltd. tract and the lower southeast corner of Lot 16, Block 1, INDIAN OAKS SUBDIVISION as recorded in Volume 361, Page 593 of the Brazos County Deed Records (B.C.D.R.);

THENCE: along the common line of the said 94.05 acre RB Ventures I, LLC tract and said Lot 16, Block 1, INDIAN OAKS SUBDIVISION for the following three (3) calls:

1) N 06° 44' 21" W for a distance of 102.71 feet to a 1/2-inch iron rod set for corner,  
2) N 67° 30' 14" E for a distance of 92.81 feet to a 20-inch Post Oak tree for corner, and

3) N 88° 37' 45" E for a distance of 348.00 feet to a found 5/8-inch iron rod marking the southeast corner of said Lot 16 and the southwest corner of the called 20.767 acre M-Group Ventures, LLC tract recorded in Volume 8594, Page 51 (O.R.B.C.);

THENCE: N 85° 24' 53" E along the north line of the said 94.05 acre RB Ventures I, LLC tract and the south line of the called 20.767 acre M-Group Ventures, LLC tract for a distance of 297.93 feet to a found 5/8-inch iron rod marking the southeast corner of the called 20.767 acre tract and the southwest corner of the called 42.482 acre Jon and Dawn Acklam Revocable Living Trust recorded in Volume 6727, Page 158 (O.R.B.C.);

THENCE: N 87° 22' 50" E continuing along the north line of the said 94.05 acre RB Ventures I, LLC tract and the south line of the called 42.482 acre Acklam tract for a distance of 538.46 feet to a found 1/2-inch iron rod marking the northeast corner of the said 94.05 acre RB Ventures I, LLC tract and the northwest corner of the called 10.001 acre John & Erin McFarlane, Jr. tract recorded in Volume 9422, Page 180 (O.R.B.C.);

THENCE: N 82° 49' 38" E along the north line of the said 10.001 acre McFarlane tract, said line being common with the south line of the called 42.482 acre Acklam tract and the south line of the called 25.510 acre Debbie Stormer tract recorded in Volume 1130, Page 154 (O.R.B.C.) for a distance of 491.75 feet to a found 1/2-inch iron rod marking the southeast corner of the called 25.510 acre Stormer tract and the southwest corner of a called 60.000 acre Museum of the American G.I., Inc. tract recorded in Volume 4867, Page 184 (O.R.B.C.);

THENCE: N 87° 32' 28" E along the common line of the called 10.001 acre McFarlane tract and the called 60.000 acre Museum of the American G.I., Inc. tract, at 85.31 feet pass a 1/2-inch iron rod found for the northeast corner of the said 10.001 acre McFarlane tract and the northwest corner of the said 82.453 acre RB Ventures I, LLC tract, continue along the common line of the said 82.453 and 60.000 acre tracts for a total distance of 999.86 feet to a found 1/2-inch iron rod marking the southeast corner of the said 60.000 acre tract and the southwest corner of the called 60-foot wide Peach Creek Partners, Ltd. Tract Two Exhibit "B" recorded in Volume 4227, Page 119 (O.R.B.C.) and Volume 4227, Page 145 (O.R.B.C.);

THENCE: N 87° 15' 15" E continuing along the said north line of the 82.453 acre RB Ventures I, LLC tract, said line also being the south line of the 60-foot wide Peach Creek Partners, Ltd. Tract Two and the south line of the called 16.68 acre Medlin tract for a distance of 638.13 feet to a found 3/8-inch iron rod marking the southeast corner of the before-said 16.68 acre tract;

THENCE: into and through the said 82.453 acre RB Ventures I, LLC tract for the following five (5) calls:

- 1) S 24° 40' 09" E for a distance of 111.71 feet to a 3/4-inch iron pipe set marking the Point of Curvature of a curve to the left corner,
- 2) 164.96 feet in a counter-clockwise direction along the arc of a curve having a central angle of 014° 46' 04", a radius of 640.00 feet, a tangent of 82.94 feet and a long chord bearing N 57° 56' 49" E at a distance of 164.50 feet to a 3/4-inch iron pipe set the Point of Tangency,
- 3) N 50° 33' 47" E for a distance of 190.81 feet to a 3/4-inch iron pipe set marking the Point of Curvature of a curve to the left,
- 4) 59.10 feet in a counter-clockwise direction along the arc of said curve having a central angle of 10° 44' 59", a radius of 315.00 feet, a tangent of 29.64 feet and a long chord bearing N 45° 11' 17" E at a distance of 59.01 feet to a 3/4-inch iron pipe set the Point of Tangency, and
- 5) N 39° 48' 48" E for a distance of 154.18 feet to the POINT OF BEGINNING and containing 168.06 acres of land, more or less.

SAVE & EXCEPT from Tract One:

Being all that certain tract or parcel of land lying and being situated in the C. RAINEY SURVEY, Abstract No. 201 in Brazos County, Texas and being part of the called 92.517 acre tract described in the deed from Lawrence G. Fraser and wife, Barbara Rae Fraser to Peach Creek Partners, Ltd. recorded in Volume 6905, Page 96 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a 1/2-inch iron rod marking the northwest corner of the called 92.517 acre tract, the northeast corner of the called 167.609 acre Valenta tract recorded in Volume 3160, Page 182 (O.R.B.C.) and being in the south line of the called 42.482 acre Acklam tract recorded in Volume 6727, Page 158 (O.R.B.C.);

THENCE: N 82° 49' 38" E along the north line of the called 92.517 acre tract for a distance of 491.75 feet to a found 1/2-inch iron rod marking the southeast corner of the called 25.970 acre Stormer tract recorded in Volume 1130, Page 154 (O.R.B.C.)

and the southwest corner of a called 60.00 acre Museum of the American G.I. Inc. tract recorded in Volume 4867, Page 184 (O.R.B.C.);

THENCE: N 87° 32' 28" E continue along the north line of the called 92.517 acre tract for a distance of 87.81 feet to a 1/2-inch iron rod set for corner;

THENCE: through the interior of the called 92.517 acre tract for the following two (2) calls:

- 1) S 06° 05' 22" E for a distance of 725.48 feet to a 1/2-inch iron rod set for corner and
- 2) S 83° 54' 38" W for a distance of 619.98 feet to a 1/2-inch iron rod set for corner in the west line of the called 92.517 acre tract, said corner also being in the east line of the called 167.609 acre Valenta tract;

THENCE: N 02° 51' 48" W along the common line of the said 92.517 acre tract and the called 167.609 acre tract for a distance of 722.89 feet to the POINT OF BEGINNING and containing 10.001 acres of land, more or less.

FURTHER SAVE & EXCEPT from Tract One:

Being all that certain tract or parcel of land lying and being situated in the C. RAINEY SURVEY, Abstract No. 201 in Brazos County, Texas and being part of a 94.05 acre tract described in the deed from Edward W. Valenta and Sue Ann Valenta to RB Ventures I, LLC recorded in Volume 12300, Page 20, Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the northeast corner of the said 94.05 acre RB Ventures I tract and the northwest corner of the 10.001 acre John E. McFarlane, Jr. and Erin M. McFarlane tract recorded in Volume 9422, Page 180 (O.R.B.C.);

THENCE: S 02° 51' 48" E along the east line of the said 94.05 acre RB Ventures I tract, said line being common with the west line of the said 10.001 acre McFarlane tract and the west line of the 82.453 acre RB Ventures I tract recorded in Volume 12300, Page 5 (O.R.B.C.) for a distance of 1289.70 feet to the POINT OF BEGINNING, said point also being the east corner of this tract;

THENCE: S 02° 51' 48" E along the common line of the said 94.05 RB Ventures I tract (12300/20) and the said 82.453 acre RB Ventures I tract (12300/5) for a distance of 265.90 feet to the south corner of this tract from whence a found 1/2-inch iron rod for reference in the east line of the said 94.05 acre tract bears S 02° 51' 48" E for a distance of 795.96 feet;

THENCE: into the interior of the said 94.05 acre RB Ventures I tract (12300/20) for the following three (3) calls:

- 1) N 54° 02' 04" W for a distance of 491.20 feet to the west corner of this tract,
- 2) 100.00 feet in a counter clockwise direction along the arc of a curve having a central angle of 20° 06' 16", a radius of 285.00 feet, a tangent of 50.52 feet and a long chord bearing N 24° 35' 22" E at a distance of 99.49 feet to the north corner of this tract,
- 3) S 71° 42' 10" E for a distance of 361.14 feet to the POINT OF BEGINNING and containing 1.57 acres of land, more or less.

Tract Two:

Being all that certain tract or parcel of land lying and being situated in the C. RAINEY SURVEY, Abstract No. 201 in Brazos County, Texas and being part of the 10.001 acre tract described in the deed from Peach Creek Partners, Ltd. to John E. McFarlane, Jr. and Erin M. McFarlane recorded in Volume 9422, Page 180 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common northeast corner of this tract and the said 10.001 acre McFarlane tract, the upper northwest corner of the 82.453 acre RB Ventures I, LLC tract recorded in Volume 12300, Page 5 (O.R.B.C.) and being in the south line of the called 60.000 acre Museum of the American G.I. Inc. tract recorded in Volume 4867, Page 184 (O.R.B.C.);

THENCE: along the common line of this tract, the said 10.001 acre McFarlane tract and the said 82.453 RB Ventures I, LLC tract for the following two (2) calls:

- 1) S 06° 05' 22" E for a distance of 725.48 feet to a found 1/2-inch iron rod marking the southeast corner of this tract, and

2) S 83° 54' 38" W for a distance of 619.98 feet to a found 1/2-inch iron rod marking the southwest corner of this tract, the southwest corner of the said 10.001 acre tract and being in the west line of the 94.05 acre RB Ventures I, LLC tract recorded in Volume 12300, Page 20 (O.R.B.C.);

THENCE: N 02° 51' 48" W along the west line of the said 10.001 acre McFarlane tract and the east line of the said 94.05 acre RB Ventures I, LLC tract for a distance of 242.22 feet to the lower northwest corner of this tract;

THENCE: into and through the interior of the called 10.001 acre McFarlane tract for the following four (4) calls:

- 1) S 80° 06' 42" E for a distance of 122.48 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the left,
- 2) 323.22 feet along the arc of said curve having a central angle of 55° 16' 51", a radius of 335.00 feet, a tangent of 175.44 feet and a long chord bearing N 72° 14' 52" E at a distance of 310.83 feet to a 3/4-inch iron pipe set for the Point of Tangency,
- 3) N 44° 36' 26" E for a distance of 174.93 feet to a 1/2-inch iron rod set for corner, and
- 4) N 02° 27' 32" W for a distance of 346.12 feet to a 1/2-inch iron rod set the northwest corner of this tract, and corner being in the north line of the said 10.001 acre McFarlane tract and the south line of the called 60.000 acre Museum of the American G.I. Inc. tract;

THENCE: N 87° 32' 28" E along the common line of the said 10.001 acre McFarlane tract and the south line of the called 60.000 Museum of the American G.I. Inc. tract for a distance of 26.96 feet to the POINT OF BEGINNING and containing 3.88 acres of land, more or less.



Exhibit B

FIELD NOTES  
LOT 9, BLOCK 1  
THE MEADOWS  
1.57 ACRES

Being all that certain tract or parcel of land lying and being situated in the C. RAINEY SURVEY, Abstract No. 201 in Brazos County, Texas and being part of a 94.05 acre tract described in the deed from Edward W. Valenta and Sue Ann Valenta to RB Ventures I, LLC recorded in Volume 12300, Page 20 Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the northeast corner of the said 94.05 acre RB Ventures I tract and the northwest corner of the 10.001 acre John E. McFarlane, Jr. and Erin M. McFarlane tract recorded in Volume 9422, Page 180 (O.R.B.C.);

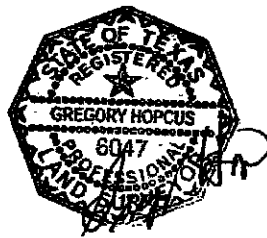
THENCE: S 02° 51' 48" E along the east line of the said 94.05 acre RB Ventures I tract, said line being common with the west line of the said 10.001 acre McFarlane tract and the west line of the 82.453 acre RB Ventures I tract recorded in Volume 12300, Page 5 (O.R.B.C.) for a distance of 1289.70 feet to the POINT OF BEGINNING, said point also being the east corner of this tract;

THENCE: S 02° 51' 48" E along the common line of the said 94.05 RB Ventures I tract (12300/20) and the said 82.453 acre RB Ventures I tract (12300/5) for a distance of 265.90 feet to the south corner of this tract from whence a found 1/2-inch iron rod for reference in the east line of the said 94.05 acre tract bears S 02° 51' 48" E for a distance of 795.96 feet;

THENCE: into the interior of the said 94.05 acre RB Ventures I tract (12300/20) for the following three (3) calls:

- 1) N 54° 02' 04" W for a distance of 491.20 feet to the west corner of this tract,
- 2) 100.00 feet in a counter clockwise direction along the arc of a curve having a central angle of 20° 06' 16", a radius of 285.00 feet, a tangent of 50.52 feet and a long chord bearing N 24° 35' 22" E at a distance of 99.49 feet to the north corner of this tract,
- 3) S 71° 42' 10" E for a distance of 361.14 feet to the POINT OF BEGINNING and containing 1.57 acres of land, more or less, according to a survey made on the ground under the supervision of Gregory Hopcus, Registered Professional Land Surveyor, State of Texas, No. 6047, in September, 2016.

For further information see survey plat  
page 1 of 2 prepared with this description.



9/6/16

Exhibit C

FIELD NOTES  
LOT 1, BLOCK I  
THE MEADOWS  
6.12 ACRES

Being all that certain tract or parcel of land lying and being situated in the C. RAINEY SURVEY, Abstract No. 201, and being part of the 10.001 acre tract described in the deed from Peach Creek Partners, Ltd. to John E. McFarlane, Jr. and Erin M. McFarlane recorded in Volume 9422, Page 180 Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the northwest corner of the said 10.001 acre McFarlane tract, the northeast corner of the 94.05 acre RB Ventures I, LLC tract recorded in Volume 12300, Page 20 (O.R.B.C.) and in the south line of the called 42.482 acre Jon and Dawn Acklam Revocable Living Trust tract recorded in Volume 6727, Page 158 (O.R.B.C.);

THENCE: N 82° 49' 38" E along the common north line of the said 10.001 acre tract, the south line of the called 42.482 acre tract and the south line of the called 25.510 acre Debbie Stormer tract recorded in Volume 1130, Page 154 (O.R.B.C.) for a distance of 491.75 feet to a found 1/2-inch iron rod marking an angle point in the north line of this tract, said angle point also marking the southeast corner of the called 25.510 acre Stormer tract and the southwest corner of the called 40.34 acre Museum of the American G.I., Inc. tract recorded in Volume 4867, Page 184 (O.R.B.C.);

THENCE: N 87° 32' 28" E along the common line of the said 10.001 acre McFarlane tract and the called 40.34 acre Museum of the American G.I., Inc. tract for a distance of 60.85 feet to the northeast corner of this tract;

THENCE: into the interior of the said 10.001 acre McFarlane tract for the following four (4) calls:

- 1) S 02° 27' 32" E for a distance of 346.12 feet to the southeast corner of this tract;
- 2) S 44° 36' 26" W for a distance of 174.93 feet to the Point of Curvature of a curve to the right,
- 3) 323.22 feet along the arc of said curve having a central angle of 55° 16' 51", a radius of 335.00 feet, a tangent of 175.44 feet and a long chord bearing of S 72° 14' 52" W at a distance of 310.83 feet to the Point of Tangency,
- 4) N 80° 06' 42" W for a distance of 122.48 feet to the southwest corner of this tract in the west line of the said 10.001 acre McFarlane tract, said corner also being in the east line of the before-said 94.05 acre RB Ventures I tract;

THENCE: N 02°51'48" W along the common line of the said 10.001 acre McFarlane tract and the said 94.05 acre RB Ventures I tract for a distance of 480.67 feet to the POINT OF BEGINNING and containing 6.12 acres of land, more or less, according to a survey made on the ground under the supervision of Gregory Hopcus, Registered Professional Land Surveyor, State of Texas, No. 6047, in September, 2016.

For further information see survey plat on page 1 of 2 prepared with this description.



2/6/16