

# MILLICAN RESERVE

## SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS FOR MILLICAN RESERVE TO CREATE THE VILLAGE OF LAKESIDE AT MILLICAN RESERVE

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THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS FOR MILLICAN RESERVE TO CREATE THE VILLAGE OF LAKESIDE AT MILLICAN RESERVE (this "**Supplemental Declaration**") is made effective as of September 14, 2026, by KPG P70, LLC, a Texas limited liability company (hereinafter sometimes referred to as the "**Lakeside Initial Owner**").

WHEREAS, the Lakeside Initial Owner is the record owner of fee simple title to that certain real property located in Brazos County, Texas and more particularly described on **Exhibit "A"** attached hereto and made a part hereof, which is known as the "Lakeside Property" or "Lakeside at Millican Reserve" (hereinafter sometimes referred to as the "**Lakeside Property**" or "**Lakeside at Millican Reserve**"); and

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

WHEREAS, the Town Founder and the Lakeside Initial Owner desire to create a residential, age-restricted conservation community intended and operated to provide housing for persons 55 years of age or older; 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 Lakeside at Millican Reserve are maintained and enhanced in connection with, and as a part of, the promotion of the health, safety, and welfare of the Lakeside Owners; and

WHEREAS, the Town Founder and the Lakeside Initial Owner desire to provide a general and uniform plan for the orderly development of the Lakeside Property and for the maintenance of the Lakeside Common Property (as hereafter defined) to ensure that the Lakeside Property is developed, improved, used, occupied, maintained, and enjoyed as an architecturally harmonious, environmentally sensitive, and desirable residential age-restricted community for the benefit of the present and future owners of the Lakeside Property; and

WHEREAS, the Lakeside Initial Owner desires to have the Lakeside Property made subject to this Supplemental Declaration and to convey to Town Founder all rights and interest of the Town Founder as set forth in this Supplemental Declaration; and

WHEREAS, Lakeside at Millican Reserve Community Foundation, Inc. (the "**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 Lakeside Initial Owner, along with the approval of the Town Founder, hereby declares that the Lakeside 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 Lakeside Property; shall inure to the benefit of and be binding on all parties having or acquiring any right, title, or interest in the Lakeside Property, or any part thereof; and that each contract or deed that may hereafter be executed with regard to the Lakeside Property or any portion thereof shall conclusively be held to have been executed, delivered and

accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

## ARTICLE 1
## PURPOSE

The purpose of this Supplemental Declaration is to create the Village to be known as "Lakeside at Millican Reserve". The Lakeside Property is also encumbered by the Master Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, and Rights for Millican Reserve (as amended from time to time, 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 (a) Village Declaration dated February 15, 2022, recorded in at Instrument No. 1461670 of the Official Public Records of Brazos County, Texas, and (b) Village Declaration dated January 23, 2025, recorded at Instrument No. 1548335 of the Official Public Records of Brazos County, Texas.

**THE MASTER DECLARATION INCLUDES USE AND CONSTRUCTION RESTRICTIONS APPLICABLE TO LAKESIDE LOTS. A VIOLATION OF THE TERMS AND PROVISIONS OF THE MASTER DECLARATION CONSTITUTES A VIOLATION OF THE TERMS AND PROVISIONS OF THIS SUPPLEMENTAL DECLARATION. EACH LAKESIDE OWNER IS ADVISED TO REVIEW THE MASTER DECLARATION.**

## ARTICLE 2
## DEFINITIONS

Any capitalized terms used but not defined herein will have the meaning given to such terms in the Master Declaration. Unless the context otherwise specifies or requires, the following words and phrases, when used in this Supplemental Declaration, shall have the following meanings:

2.01 Age-Qualified Occupant. "Age-Qualified Occupant" shall mean any individual fifty-five (55) years of age or older who occupies a Dwelling.

2.02 Age-Restricted Lakeside Facilities. "Age-Restricted Lakeside Facilities" means those Lakeside Facilities located within the Lakeside Property that are designated in a recorded instrument by the Lakeside Initial Owner, during the Lakeside Development Period, or by the Foundation thereafter, as facilities intended primarily for the use and enjoyment of Age-Qualified Occupants and their permitted guests, in accordance with Section 6.03 herein, including, by way of illustration and not limitation, any pickleball courts, swimming pools, clubhouses, fitness rooms, and similar amenity facilities, but expressly excluding sidewalks, streets, paths, trails, and any other improvements intended to provide general pedestrian or vehicular ingress, egress, and access within the Lakeside Property.

2.03 Ancillary Building. "Ancillary Building" shall mean any non-residential building that is used for storage or machinery. In addition to the architectural requirements and approvals imposed under the Master Restrictions, all Ancillary Buildings must meet the architectural requirements of the Lakeside Supplemental Design Guidelines and must be approved in writing by the Lakeside ARC prior to construction.

2.04 Board. "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 Lakeside Initial Owner. Subject to Section 4.04, the Lakeside Initial Owner hereby retains the right to appoint and remove all directors of the Foundation until the end of the Lakeside Development Period. The Board appointed by the Lakeside Initial Owner shall serve after the Lakeside Development Period until an election can be conducted to elect a new Board pursuant to the Bylaws of the Foundation.

2.05 Disregarded Occupant. "Disregarded Occupant" shall mean any occupant who is either (a) an employee of the Foundation, provided that such person performs substantial duties related to the management of the Foundation or the maintenance of any Lakeside Common Property, or (b) necessary to provide reasonable accommodation to disabled occupants of a Dwelling within Lakeside at Millican Reserve.

2.06 Foundation. "Foundation" shall mean and refer to Lakeside Community Foundation, Inc., a Texas nonprofit corporation.

2.07 Homebuilder. "Homebuilder" shall mean a Lakeside Owner (other than the Lakeside Initial Owner) who acquires a Lakeside Lot for the construction of a single-family residence for resale to a third party.

2.08 Lakeside Access Easement. "Lakeside Access Easement" shall mean a non-exclusive easement in the Lakeside Access Easement Area, subject to the conditions and restrictions in Article 8 of this Supplemental Declaration, for pedestrian and vehicular ingress, egress, and access over and across the Lakeside Access Easement Area.

2.09 Lakeside Access Easement Area. "Lakeside Access Easement Area" shall mean the area affected and encumbered by the Lakeside Access Easement, which is labeled as "60' R.O.W." and "50' R.O.W." on the Final Plat of Lakeside at Millican Reserve Phase 1 (namely, Moonlit Hollow Drive and Lakeside Curb Drive) filed in the Official Public Records of Brazos County, Texas, under Document No. 2026-1584269 ("**Final Plat**").

2.10 Lakeside Architectural Committee. "Lakeside Architectural Committee" or "Lakeside ARC" shall mean the committee created by this Supplemental Declaration to review and approve or deny Plans and Specifications for the construction, placement, modification, alteration, or remodeling of any Improvements on the Lakeside Property, the re-subdivision or consolidation of any Lakeside Lot, and such other matters as are set forth herein.

2.11 Lakeside Assessments. "Lakeside Assessments" shall mean assessments of the Foundation and includes, without limitation, regular Lakeside Annual Assessments, Lakeside Special Assessments, and Lakeside Individual Assessments levied in accordance with Article 7 herein.

2.12 Lakeside Bylaws. "Lakeside Bylaws" shall mean the Bylaws of the Foundation, as adopted by the Board, and as amended from time to time.

2.13 Lakeside Certificate of Formation. "Lakeside Certificate of Formation" shall mean the Certificate of Formation of the Foundation that may be filed in the office of the Secretary of State of the State of Texas, as amended from time to time.

2.14 Lakeside Common Property. "Lakeside Common Property" shall mean and refer to all real and personal property from time to time owned by the Foundation, the Lakeside Initial Owner, or Town Founder for the common use, enjoyment, and benefit of all Lakeside Owners, including, without limitation, the Lakeside Access Easement Area, the Lakeside Utility Easement Area, and the area of land designated in this Supplemental Declaration or on a recorded plat of the Lakeside Property for use as entry features, meadows, easements and facilities for surface water management, 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 Lakeside Common Property shall include such areas marked as "Common Area (Green Space)" on the Final Plat.

2.15 Lakeside Development Period. "Lakeside Development Period" shall mean and refer to the period of time during which the Lakeside Initial Owner reserves the right to direct the size, shape, and

composition of the Lakeside Property, which period of time shall begin upon the recordation of this Supplemental Declaration in the Official Public Records of Brazos County, Texas, and shall terminate on the earlier of: (a) the date on which all of the Lakeside Lots have been conveyed by the Lakeside Initial Owner and all Lakeside Lots have been improved with a Dwelling; or (b) such earlier date as may be established by the Lakeside Initial Owner in a written instrument recorded in the Official Public Records of Brazos County, Texas.

2.16 Lakeside Easement Area. "Lakeside Easement Area" shall refer, collectively, to the Lakeside Access Easement Area and the Lakeside Utility Easement Area.

2.17 Lakeside Facilities. "Lakeside 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 Lakeside Owners, located within the Lakeside Property, and owned by the Foundation, the Lakeside Initial Owner, and/or the Town Founder.

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

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

2.20 Lakeside Initial Owner. "Lakeside Initial Owner" shall mean and refer to KPG P70, LLC, a Texas limited liability company, its duly authorized representatives, successors, and assigns.

2.21 Lakeside Lot. "Lakeside Lot" shall mean any parcel or parcels of land within the Lakeside Property designated by the Lakeside Initial Owner in a recorded written instrument or shown as a subdivided lot on a recorded plat of the Lakeside Property, together with all Improvements located thereon.

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

2.23 Lakeside Owner. "Lakeside Owner" shall mean and refer to a Person, whether one or more, who holds record fee simple title to any Lakeside Lot including, without limitation, the Lakeside Initial Owner, its successors and assigns, but excluding a Mortgagee.

2.24 Lakeside Property. "Lakeside Property" shall mean the real property in Brazos County, Texas, which is described in **Exhibit "A"** attached hereto and incorporated herein by reference, subject to any additions thereto or withdrawals therefrom as may be made pursuant to Section 3.01 and Section 9.11, respectively, of this Supplemental Declaration.

2.25 Lakeside Rules. "Lakeside Rules" shall mean and refer to the rules, regulations, and policies adopted by the Board, as amended from time to time.

2.26 Lakeside Restrictions. "Lakeside Restrictions" means, singularly or collectively, as the case may be, this Supplemental Declaration, the Lakeside Certification of Formation, the Lakeside Bylaws, the Lakeside Fee Schedule, the Lakeside Supplemental Design Guidelines, if any, and the Lakeside Rules, as each may be amended from time to time, and any other rules, regulations, and policies promulgated by the Foundation pursuant to this Supplemental Declaration, as adopted and amended from time to time.

2.27 Lakeside Supplemental Declaration. "Lakeside Supplemental Declaration" shall mean and refer to this Supplemental Declaration, as amended from time to time.

2.28 Lakeside Supplemental Design Guidelines. "Lakeside Supplemental Design Guidelines" shall mean and refer to the standards for design, construction, landscaping, and exterior items proposed to by placed on a Lakeside Lot, adopted pursuant to Section 5.02, as the same may be amended from time to time. The Supplemental Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Lakeside Property.

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

2.30 Lakeside Utility Easement Area. "Lakeside Utility Easement Area" shall mean the area affected and encumbered by the Lakeside Utility Easement, which is labeled "P.U.E." on the Lakeside Final Plat.

2.31 Master ARC. "Master ARC" shall mean and refer to the Architectural Review Committee established pursuant to Article V of the Master Declaration.

2.32 Master Design Guidelines. "Master Design Guidelines" shall mean and refer to the Design Guidelines (as defined in Section 2.13 of the Master Declaration) promulgated pursuant to the Master Declaration, as amended from time to time.

2.33 Master Foundation. "Master Foundation" shall mean the Millican Reserve Community Foundation, a Texas non-profit corporation, its successors and assigns.

2.34 Master Restrictions. "Master Restrictions" means, singularly or collectively, as the case may be, the Master Declaration, the certificate of formation and the bylaws of the Master Foundation, the Master Foundation Bylaws, the Master Design Guidelines, and the Rules, as each may be amended from time to time, and any other rules, regulations, and policies promulgated by the Master Foundation or the Town Founder pursuant to the Master Declaration, as adopted and amended from time to time.

2.35 Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

2.36 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

2.37 Person. "Person" or "Persons" shall mean an individual or individuals, entity or entities having the legal right to hold title to real property.

2.38 Plans and Specifications. "Plans and Specifications" means any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans,

specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

2.39 Wilderness Buffer. "Wilderness Buffer" shall mean an area along the perimeter of Lakeside Lots in which there shall be no Improvements or clearing of any trees or understory plants, except as described in the Design Guidelines.

## ARTICLE 3
## REGULATION OF USES

3.01 Additions to the Lakeside Property.

(A) By the Town Founder. During the Lakeside 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 Supplemental Declaration additional properties in future stages of 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 Lakeside Property or otherwise. The Town Founder shall also have the unilateral right, it is sole and absolute discretion, to designate easements, designate different land uses, including, but not limited to, multifamily attached Dwellings and commercial areas, and further define or change boundary lines of Lakeside Property without the consent of the owner of such Lakeside Property.

(B) By the Lakeside Initial Owner. During the Lakeside Development Period, the Initial Lakeside Owner, its successors and assigns, and after receiving the prior written consent of the Town Founder, which consent shall be at the sole and absolute discretion of the Town Founder, shall have the unilateral right, in its sole and absolute discretion, at any time and from time to time, to add additional lands to the Lakeside Property, and on such addition, this Supplemental Declaration and the covenants, conditions, restrictions, and obligations set forth in it will apply to the added land, and the rights, privileges, duties, and liabilities of the Persons subject to this Supplemental Declaration will be the same with respect to the added land as with respect to the lands originally covered by this Supplemental Declaration. In order to add lands to the Lakeside Property under this Supplemental Declaration, the Lakeside Initial Owner will be required only to record in the Official Public Records of Brazos County, Texas, a notice of addition of land, signed by the Lakeside Initial Owner, and containing the following provisions:

i. A reference to this Supplemental Declaration, which must include the book and page numbers, document numbers, or film codes of the Official Public Records of Brazos County, Texas, wherein this Supplemental Declaration is recorded;

ii. A statement that the provisions of this Declaration shall apply to the added land; and

iii. A legal description of the added land.

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 Supplemental Declaration or any amendment hereto. In addition, the

Town Founder reserves the right to merge and subordinate the Foundation, during the Lakeside Development Period, with another Texas non-profit corporation, which may or may not be governing additional property owners associations, at Town Founder's sole discretion; provided, however, any merger or subordination of the Foundation during the Lakeside Development Period shall not be effective without the prior written consent of the Lakeside Initial Owner, in its reasonable discretion.

3.03 Commercial Activity. No industry, trade, business, occupation or profession shall be conducted, maintained, or permitted upon any portion of any Lakeside Lot; except that a Lakeside 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 Lakeside Lot for any purpose related to the Lakeside Owner's use of any home office. Lakeside Owners may produce agricultural products acceptable to the Board and the Town Founder, if during the Development Period and thereafter, by the Master Foundation on their Lakeside Lot, but may not sell directly to the public from their Lakeside Lot or otherwise invite customers onto their Lakeside Lot. The Lakeside Common Property shall not be used for commercial purposes; provided, however, that the Town Founder and the Lakeside Initial Owner may use the Lakeside Common Property in promoting the sale and development of Lakeside Lots; and, provided further, that this restriction shall not prohibit the use of the Lakeside Common Property in the entertainment of guests, who may also be customers or clients of Town Founder or Lakeside Owners. In addition, and after written approval from the Town Founder or the Master Foundation, 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 Lakeside 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 Lakeside Initial Owner, to manage such limited commercial uses on behalf of the Foundation.

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

3.05 Subdividing of Lakeside Lots. No Lakeside Lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Lakeside Owner thereof without the prior written approval of the Lakeside ARC and the Master Foundation, in addition to any jurisdictional authorities required for such legal subdivision; provided, however, that when the Lakeside Initial Owner is the Owner thereof, the Lakeside Initial Owner may convey an easement or other interest less than the whole, all without the approval of the Lakeside ARC or the Master Foundation. Any such subdivision shall be at the sole expense of said Lakeside Owner, and written notification must be provided to the Foundation, the Town Council and the Master Foundation.

3.06 Clearing of Tracts. Any clearing of trees or underbrush within any Lakeside Lot must be approved by the Master 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 a meadow where root systems need to be extracted, bulldozers or similar scale equipment may be used with approval by the Master ARC. Existing trees and plants are to be salvaged to the extent possible.

Possible strategies for minimizing impact, in order to skillfully carve the Lakeside Lot out of a delicate ecosystem, include site elements (such as trees that must be cleared) for mulch/dust to provide erosion control along vehicular paths for soil stabilization. Strategically placed lay down areas can be used to store mulch during construction to limit landscape disturbance. Excavated soils and fill materials can be accumulated and used to restore disturbed landscape areas; this approach more effectively promotes revegetation than imported topsoil because it contains existing seed characteristics of the site's native

plants and grasses. These suggestions and other techniques can ensure minimal disruption to a precious and fertile ecosystem throughout the project's implementation.

3.07 Required Construction Timeline. Construction of a Dwelling must be started within two (2) years from the initial date of purchase of the Lakeside Lot from the Lakeside Initial Owner or within two (2) years from the date the water and electrical lines are installed to allow for such construction to commence on the Lakeside Lot, whichever is later. The "start of construction" for the purposes of this Section is defined as a Lakeside Owner in receipt of all written approvals and permits prior to beginning the construction of an Improvement upon a Lakeside Lot, including, without limitation, written architectural approval from the Lakeside ARC, the Master ARC, and any required governmental body, as well as some physical evidence on the Lakeside Lot that construction of a residence has begun. Failure to start construction of a residential Improvement within two (2) years of the above-designated date will result in the imposition by the Foundation of a fee equal to $1,500.00 per Lakeside Lot per year. Construction of Improvements shall be continuous and proceed in an orderly fashion, without interruption, and any individual Improvement on a Lakeside Lot shall be completed in a reasonable time, not to exceed eighteen (18) months (please refer to the Lakeside Fee Schedule for any applicable penalties) from the Master ARC's receipt of the compliance deposit per the Master Design Guidelines.

3.08 Animals: Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of these words may be kept, maintained, or cared for on the Lakeside Property. Any dog that has been determined to be "dangerous" by the County or any other political subdivision, animal-control authority, or governmental agency, will never be maintained, kept, or cared for on the Lakeside Property. No Lakeside Owner may keep on the Lakeside Owner's Lot more than three (3) cats and dogs, in the aggregate. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Lakeside Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Lakeside Property, and no kennels or breeding operation will be allowed. No animal will be allowed to run at large and no exterior animal shelters including, without limitation, chicken coops, runs, or related improvements shall be permitted on a Lakeside Lot. Each dog, when not leashed, must be kept either in the Dwelling or a yard fully enclosed by a fence.

3.09 Outdoor Laundry Drying. Air-drying clothes in a "solar dryer" (i.e., an outdoor clothesline) is permitted and encouraged as an energy-saving measure, so long as clotheslines are not Visible from Neighboring Property, Common Property, or Lakeside Common Property.

3.10 Entry Features. The Town Founder or the Lakeside Initial Owner (with the Prior written consent of the Town Founder) may install and own entry features, mailboxes, fencing, gates, and landscaping to Lakeside at Millican Reserve (collectively, "**Entry Features**"), but the Foundation is required to maintain these Entry Features. Any such Entry Features, together with any community street signage, wayfinding signage, and community mail kiosk improvements serving Lakeside, shall be subject to such minimum design, material, location, and specification standards as may be established from time to time by the Town Founder and/or the Master ARC, and any such improvements shall require the prior written approval by the Master ARC. The Town Founder and/or the Lakeside Initial Owner may, in their sole discretion, convey the Entry Features to the Foundation at any time or move the location of the Entry Features.

3.11 Town Founder's and Lakeside Initial Owner's Use. Notwithstanding anything stated to the contrary herein, until the expiration of the Lakeside Development Period, neither any of the Lakeside Owner's, nor the Foundation's, use of the Lakeside Property shall interfere with the completion of Town Founder's or the Lakeside Initial Owner's contemplated Improvements and the sale of the Lakeside Lots by Town Founder or the Lakeside Initial Owner. It is the obligation of Town Founder to provide certain utilities, easements, and roads within the Lakeside Common Property. Any additional Improvements are in Town

Founder's sole discretion to build. Town Founder and the Lakeside Initial Owner may make such use of the unsold Lakeside Lots and the Lakeside 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, model homes, the showing of the Lakeside Property and the display of signs and the use of the Lakeside Lots as parking areas or to walk or drive upon to reach another portion of the Lakeside Property.

3.12 Lakeside Initial Owner's Reservation of Rights. It is contemplated that the Lakeside Property will be developed pursuant to a coordinated plan, which may, from time to time, be amended or modified. The Lakeside Initial Owner reserves the right, but will not be obligated, to pursue the development, construction, and marketing of the Lakeside Property, the right to direct the size, shape, and composition of the Lakeside Property, the right to create and/or designate additional Lakeside Lots and Lakeside Common Property, and to subdivide or combine any of the Lakeside Property pursuant to the terms hereof, subject to any limitations imposed on portions of the Lakeside Property by the Master Declaration and any applicable recorded plat, including the Final Plat. Collectively, the rights reserved to the Lakeside Initial Owner as set forth in this Supplemental Declaration shall be known as the "**Lakeside Development Rights**", and the Lakeside Initial Owner hereby reserves the right and privilege, for itself and its assigns, to exercise the Lakeside Development Rights, and any other rights reserved on behalf of the Lakeside Initial Owner herein, until the expiration or earlier termination of the Lakeside Development Period, except the right to appoint and remove Board members of the Foundation, which shall be governed in accordance with Section 4.04 herein. These rights may be exercised with respect to any portions of the Lakeside Property; provided, however, that the exercise of these rights shall be subject to the applicable provisions of the Master Restrictions. As each area is developed or dedicated, the Lakeside Initial Owner may, in its sole discretion, designate the use, classification, and such additional covenants, conditions, and restrictions as the Lakeside Initial Owner may deem appropriate for that area. Notwithstanding anything contained herein to the contrary, the Lakeside Initial Owner may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Supplemental Declaration, including the Lakeside Development Rights, to any Person and may permit the participation, in whole or in part, by any other Person in any of the Lakeside Initial Owner's privileges, exemptions, rights, and duties hereunder; provided, however, that any assignment of the rights of KPG P70, LLC, as the Lakeside Initial Owner, must be expressly set forth in writing and the mere conveyance of a portion of the Lakeside Property without written assignments of the rights of the Lakeside Initial Owner shall not be sufficient to constitute an assignment of the rights of the Lakeside Initial Owner hereunder.

3.13 Rentals. It is permitted for Lakeside Owners to lease the Lakeside Owner's Lot and attendant use of the residence and improvements thereon so long as the lessee(s) are leasing the entire Lakeside Lot and attendant use of the residence and improvements thereon, and provided that the occupancy restrictions set forth in Section 3.14 of this Supplemental Declaration, the Lakeside Rules adopted hereunder, as well as the leasing restrictions contained in of the Master Restrictions, are complied with. No fraction or portion of any Lakeside Lot and attendant use of the residence and improvements thereon may be leased or rented. "Leasing" for the purposes of this Supplemental Declaration, is defined as occupancy of a Lakeside Lot and attendant use of the residence and improvements thereon for Single Family Residential Use (as defined in the Master Declaration) by any person other than the Owner of the Lakeside Lot, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument; provided, however, that "leasing" for purposes of this Supplemental Declaration does not include leases such as, by way of illustration and not limitation, leases for transient or hotel purposes, vacation rentals, boarding house rentals, backyard rentals, swimming pool rentals, "Swimply", party venue rentals, bed and breakfast or other short-term rental uses and such uses are strictly prohibited and are considered to be a prohibited business, commercial, or trade purpose use. Leasing a Lakeside Lot and attendant use of the residence and improvements thereon for Single Family Residential Use (as defined in the Master Declaration) as allowed hereunder will not be considered a business, commercial, or trade purpose.

No Lakeside Lot and attendant use of the residence and improvements thereon shall be leased for a term of less than thirty (30) full consecutive calendar days to the same lessee, nor shall any lease be for less than the entire Lakeside Lot and attendant use of the residence and improvements thereon or be advertised or marketed seeking lessees or lease(s) for a term less than thirty (30) full consecutive calendar days. A Lakeside Owner who leases the Owner's Lot and attendant use of the residence and improvements thereon shall be deemed to have assigned to the lessee of such Lakeside Lot for the period of the lease all of the Lakeside Owner's right to use the Lakeside Common Property and amenities located thereon.

All leases must be in writing and must contain such terms as the Foundation may prescribe from time to time. All leases must provide that they are subject to all provisions of the Lakeside Restrictions and the Master Restrictions, including, without limitation, this Supplemental Declaration and the Master Declaration, and that the lease may be terminated in the event of a violation of the Lakeside Restrictions or the Master Restrictions by an occupant or occupant's family, and the Foundation, it its sole discretion, may require termination of the lease by the Owner and eviction of the occupant in such event. The leasing of a Lakeside Lot and attendant use of the residence and improvements thereon will not relieve the Lakeside Owner from compliance with the Lakeside Restrictions and the Master Restrictions.

Each Lakeside Owner agrees to cause such Lakeside Owner's lessee(s) to comply with the Lakeside Restrictions and the Master Restrictions. Each Lakeside Owner acknowledges that such Lakeside Owner is responsible and liable for all violations and losses caused by such Lakeside Owner's lessees, notwithstanding the fact that such lessees are fully liable for any such violation. All provisions of the Lakeside Restrictions and the Master Restrictions which govern the conduct of Lakeside Owners and which provide for sanctions against Lakeside Owners shall also apply to all lessees and occupants of a Lakeside Lot even though such lessees and occupants are not specifically mentioned.

3.14 Occupancy Restrictions.

(A) Purpose and Intent. Lakeside at Millican Reserve is intended to be operated for occupancy by persons 55 years of age or older in accordance with The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601 et seq.), and other applicable federal and state law regarding fair housing, including the Housing for Older Persons Act of 1995 and the implementing regulations therefor (24 CFR Part 100 et seq.) (collectively, the "**Fair Housing Acts**"), which exempt "housing for older persons" from the prohibitions against discrimination based on familial status.

(B) Generally. Except as otherwise provided in Section 3.14(C) below, each Dwelling, if occupied, must be occupied by either (i) Disregarded Occupants, or (ii) at least one (1) Age-Qualified Occupant. The Board, in its sole discretion, shall the have the right and power to determine when a person "occupies" a Dwelling.

(C) Exceptions. Notwithstanding the provisions of Section 3.14 above, a Dwelling may be occupied by any of the persons set forth in subsections (i)-(iii) below; provided, however, that, in any event, no person may occupy a Dwelling if occupancy by such person would result in fewer than eighty percent (80%) of the occupied Dwellings being occupied by at least one (1) Age-Qualified Occupant or otherwise jeopardize Lakeside at Millican Reserve's status as "housing for older persons" under the Fair Housing Acts.

i. Persons under eighteen (18) years of age may visit a Dwelling as a guest of the Age-Qualified Occupant of the Dwelling for a period of not more than thirty (30) consecutive days, and in no event for more than ninety (90) days in any twelve (12) month period.

ii. Any person who takes title to a Lakeside Lot through conveyance or change of interest by reason of the death of the prior Lakeside Owner of the Lakeside Lot, whether provided for in a will, trust, or decree of distribution.

iii. Any persons granted an exception by the Board, in its sole discretion. The Board, upon application, shall have the right and option, but without obligation, at the Board's sole and absolute discretion, to permit a Dwelling to be occupied by persons all of whom are under the age of fifty-five (55), unless the granting of permission would result in fewer than eighty percent (80%) of the occupied Dwellings being occupied by at least one (1) Age-Qualified Occupant, or considering other factors deemed appropriate by the Board, may jeopardize (whether at the time of the request or in the future) Lakeside at Millican Reserve's status as "housing for older persons" under the Fair Housing Acts. The Board shall exercise its sole and absolute discretion based upon criteria that the Board determines is appropriate, including, without limitation, information then known to the Board concerning potential or pending changes in occupancy of other Dwellings within Lakeside at Millican Reserve, the ages of the persons requesting such permission, the proximity to age fifty-five (55) of those occupants of other Dwellings within Lakeside at Millican Reserve then under such age, and any other information known to and deemed relevant by the Board, in its sole discretion. Any request submitted to the Board pursuant to this subsection must be in writing and set forth the names and ages of all proposed occupants of the Dwelling and such other information as the Board may reasonably require.

For purposes of calculating the number of occupied Dwellings within Lakeside at Millican Reserve, Dwellings occupied solely by Disregarded Occupants shall be excluded from such calculation.

(D) Sale or Transfer. Each Lakeside Owner shall be responsible for including a statement that Lakeside Lots and Dwellings within Lakeside at Millican Reserve are intended and operated for occupancy by Age Qualified Occupants, as set forth above, in conspicuous type, in any contract of sale, lease, or other transfer or occupancy agreement relating to such Lakeside Owner's Lot or the Dwelling thereon, which agreements shall be in writing and signed by the purchaser or tenant. Each Lakeside Owner shall be further responsible for clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Lakeside Lot. Every lease of a Lakeside Lot or Dwelling shall provide that the failure to comply with the requirements of this Section 3.14 shall constitute a default under the lease.

(E) Notice of Transfer. In the event of any proposed change in occupancy of any Lakeside Lot or Dwelling, whether as a result of transfer, sale, gift, assignment, death, birth, marriage, divorce or otherwise, the Lakeside Owner of such Lakeside Lot or Dwelling shall immediately (but in any event no more than 15 days after the change in occupancy) notify the Board in writing of such change and provide the Board with the names and ages of all current and proposed occupants of the Dwelling and such other information as the Board may request to verify the age of such occupants. Nothing in this Section shall restrict the ownership of or transfer of title to any Lakeside Lot; provided, however, that no person under the age of fifty-five (55) may occupy a Lakeside Lot or the Dwelling thereon unless the requirements of this Section are met. No voluntary change in occupancy shall occur unless such change complies with the provisions of this Section. Persons purporting to acquire title or a right of possession to a Lakeside Lot by sale, gift, or other transfer that do not comply with the requirements of this Section 3.14 shall not be entitled to occupy the Lakeside Lot in question.

(F) Additional Policies and Procedures. As a part of the Lakeside Rules, the Board shall publish and adhere to policies and procedures to demonstrate the intent that Lakeside at Millican Reserve is intended and operated for occupancy by persons fifty-five (55) years of age or older. Furthermore, the Board shall comply with any rules issued by the Secretary of Housing and Urban Development for verification of occupancy. The policies and procedures shall provide for verification of occupants by reliable surveys and affidavits or other means as permitted by the Fair Housing Acts. In furtherance of the foregoing, at least once every two (2) years (or as otherwise required by applicable law), the Foundation will conduct a survey of the occupants of all Dwellings to determine whether Lakeside at Millican Reserve is in compliance with the provisions of this Section and applicable law.

(G) Enforcement. The Foundation shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of the Lakeside Lots, requiring copies of birth certificates or other proof of age for each occupant of the Dwelling to be provided to the Board on a periodic basis, and taking action to evict the occupants of any Dwelling which is not in compliance with the requirements and restrictions hereof. **EACH LAKESIDE OWNER HEREBY APPOINTS THE FOUNDATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER DWELLING AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION.**

(H) Compliance. Each Lakeside Owner shall be responsible for complying with, and ensuring compliance by the tenants and other occupants of the Dwelling located on his Lakeside Lot, with the requirements and restrictions of this Section 3.14 and the Lakeside Rules adopted hereunder. Each Lakeside Owner shall fully and truthfully respond to any and all requests by the Foundation for information regarding the occupancy of his or her Lakeside Lot that, in the judgment of the Board, are reasonably necessary to monitor compliance with this Section. Each Lakeside Owner, as and when requested to do so by the Board, shall furnish the Board with the names and ages of all occupants of the Dwelling on such Lakeside Owner's Lakeside Lot and such affidavits and other documents as the Board may request to verify the age of such occupants, including, without limitation, birth certificates, driver's licenses, passports, immigration cards, military identification, and other official documents containing a birth date of comparable reliability.

(I) No Warranty. The provisions of this Section 3.14 are intended to comply with the exemption requirements under the Fair Housing Acts and any regulations now or hereafter issued therefor. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that although Lakeside at Millican Reserve is intended to be and that it be operated for occupancy by persons fifty-five (55) years of age or older in compliance with the Fair Housing Acts which exempt "housing for older persons" from the prohibitions against discrimination based on familial status, no representation or warranty is made that Lakeside at Millican Reserve complies with or will comply with the Fair Housing Acts, and if for any reason Lakeside at Millican Reserve is deemed not in compliance with the Fair Housing Acts and therefore not exempt from the prohibitions against discrimination based on familial status, neither the Town Founder, the Master Foundation, the Lakeside Initial Owner, nor the Foundation shall have any liability in connection therewith. Notwithstanding anything herein to the contrary, the Lakeside Initial Owner, prior to the expiration of the Lakeside Development Period, and thereafter, the Board, may amend the provisions of this Section 3.14, to the extent that it deems necessary or appropriate, without the approval or joinder of the Lakeside Owners or any other Person, in order to comply with the exemption requirements under the Fair Housing Acts or any regulations issued therefor with respect to "housing for older persons", as each may be amended from time to time.

3.15 Exclusive Fiber Provider; Brazos WiFi Fiber Agreement.

(A) The Lakeside Initial Owner has entered into a services agreement (the "**Brazos WiFi Fiber Agreement**") with James Bouse Enterprises, LLC, doing business as Brazos WiFi ("**Brazos WiFi**"), for the benefit of the Lakeside Owners. Pursuant to the Brazos WiFi Fiber Agreement, Brazos WiFi shall construct, own, maintain and operate a system of fiber-optic lines, surface appurtenances, and all other necessary or desirable improvements related thereto to be installed (collectively, the "**Fiber System**") to provide internet service to the Lakeside Property ("**Brazos WiFi's Fiber Services**"). To the fullest extent permitted by applicable law, the Lakeside Initial Owner has granted BrazosWiFi, its successors and assigns, the exclusive right to construct a Fiber System within the Lakeside Property. All Owners of Lakeside Lots shall be deemed to have taken and accepted title to such Lakeside Lots subject to and encumbered by all easements, rights- of-way, rights of ingress and egress, and other real property rights, titles, and interests of Brazos WiFi created, evidenced or referred to in the Brazos WiFi Fiber Agreement relating to the construction, installation, ownership, operation, maintenance, and/or repair of the Fiber System.

(B) A Homebuilder may not display or actively promote direct marketing efforts or materials for companies offering high speed internet services to Owners or prospective Owners of Lakeside Lots. Notwithstanding the foregoing, there is no prohibition against other services (such as video or cable) or service providers ("**Other Providers**") from independently marketing services which compete with Brazos WiFi's Fiber Services to Owners of Lakeside Lots, whether by direct mail, door to door marketing, telephone calls, email promotions, etc. This Section 3.15 is not intended to, nor shall it be construed to: (i) preclude any Lakeside Owner from electing to receive services which might compete with Brazos WiFi's Fiber Services; (ii) prohibit Other Providers from providing services within the Lakeside Property which might compete with Brazos WiFi's Fiber Services; or (iii) prohibit the Lakeside Initial Owner or a Homebuilder, as applicable, from coordinating with other companies regarding logistics related to the installation of infrastructure within the Lakeside Property which might compete with Brazos WiFi's Fiber Services, it being understood and agreed that Other Providers will have access to the Lakeside Property for the purposes of installing infrastructure and providing services which compete with Brazos WiFi's Fiber Services. The Homebuilder's obligations under this Section 3.15 may only be enforced by the Lakeside Initial Owner.

## ARTICLE 4
## THE FOUNDATION

4.01 Organization and Purpose. In order to implement the general purposes of this Supplemental Declaration, the Lakeside Initial Owner shall cause the Foundation to be organized and formed as a nonprofit 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 Lakeside Common Property, to ensure the provision of services and facilities for the common benefit of all Lakeside Owners, and to maintain and promote the desired character of Lakeside at Millican Reserve as an environmentally sensitive, first class residential community.

4.02 Membership. Every Person who is or becomes a Lakeside Owner of any Lakeside Lot (whether one or more Persons) will automatically become a Lakeside Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lakeside Lot. The foregoing is not intended to include Mortgagees.

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

(A) Class A. Each Lakeside Owner, whether one or more Persons, of a Lakeside Lot shall, upon and by virtue of becoming a Lakeside 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 Lakeside Lot. Class A Members shall be all Lakeside Members other than Class B Members. Lakeside Initial Owner shall become a Class A Member with regard to Lakeside Lots owned by the Lakeside Initial Owner upon conversion of the Lakeside Initial Owner's Class B membership to Class A membership, as provided herein below.

(B) Class B. The Class B Member shall be the Lakeside Initial Owner. The Class B Member shall be entitled to eight (8) votes per Lakeside Lot owned. The Class B membership shall cease and be converted to Class A membership upon the expiration of the Lakeside Development Period. The Lakeside Initial Owner, in its sole and absolute discretion, may convert Class B membership to Class A membership at any time prior to expiration of the Lakeside Development Period by written document recorded in the Official Public Records of Brazos County, Texas. If Town Founder determines, in its sole discretion, that the Foundation is capable of performing the necessary duties as described herein, the Town Founder reserves the right at any time to turn over any of its rights and duties to the Foundation.

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

(D) Joint Owner Disputes. The vote for each Lakeside Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint Lakeside 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 Lakeside Members voting on behalf of the same Lakeside Lot shall invalidate those votes. If any Lakeside Owner casts a vote representing a certain Lakeside 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 Lakeside Owners of the same Lakeside Lot.

(E) Transfer of Voting Rights. The right to vote may not be severed or separate from the ownership of the Lakeside Lot to which it is appurtenant. Any sale, transfer, or conveyance of such a Lakeside Lot to a new Lakeside Owner to Lakeside Owners shall operate automatically to transfer the appurtenant vote to the new Lakeside 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 Lakeside Certificate of Formation and the Lakeside Bylaws, as the same may be amended from time to time. The initial Board shall be appointed by the Lakeside Initial Owner. The Board appointed by the Lakeside Initial Owner shall exist until expiration or earlier termination of the Lakeside Development Period, at which time the Lakeside Members shall elect a Board, as provided in the Lakeside Bylaws. Notwithstanding the foregoing and pursuant to Texas Property Code Section 209.00591, on or before the 10th anniversary of the date that this Supplemental Declaration is recorded in the Official Public Records of Brazos County, Texas, or sooner, as determined by the Lakeside Initial Owner, the Board will call a meeting of the Lakeside Members for the purpose of electing one-third (1/3) of the Board (the "**Initial Lakeside Member Election Meeting**"), which Board member(s) must be elected by the Lakeside Owners other than the Lakeside Initial Owner. The

Lakeside Initial Owner shall continue to have the sole right to appoint and remove two-thirds (2/3) of the Board from and after the Initial Lakeside Member Election Meeting until the expiration of the Lakeside 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 Lakeside Certificate of Formation, the Lakeside Bylaws, or this Supplemental Declaration. The Foundation 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 the Lakeside Certificate of Formation, the Lakeside Bylaws, and this Supplemental Declaration, 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 power of the Foundation as set forth herein and therein. Without limiting the generality of the foregoing, the Foundation shall have the power and authority at any time to do the following:

(A) Assessments. To levy Lakeside Assessments as provided in Article 7 below.

(B) Contract(s). To enter into one (1) or more contracts with the Lakeside Initial Owner, the Town Founder, the Master Foundation, and other Persons, with such terms and provisions as the Board shall determine, in connection with providing certain services for shared amenities benefitting the Lakeside Property and/or the Lakeside Owners, including, without limitation, 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 Lakeside Assessment, an amount sufficient to pay any costs under such contract(s).

(C) Right of Entry and Enforcement. The Town Founder, the Master Foundation, and Foundation each have the right to enter upon any portion of the Lakeside Property or onto any Lakeside Common Property for the purpose of enforcing the Master Restrictions or the Lakeside Restrictions, as applicable, or for the purpose of maintaining or repairing any area, Improvement, Facility or Lakeside Facility to conform to the restrictions herein established, at the expense of the Lakeside Owner thereof. Notwithstanding the foregoing, neither the Town Founder, the Master Foundation, nor the Foundation will enter a Dwelling without the permission of the Lakeside Owner. Any such entry upon a Lakeside Lot shall not be deemed a trespass. The Foundation, the Town Founder and the Master Foundation, with the assistance of the Master ARC and/or the Lakeside ARC, as applicable, reserves the right to immediately halt and prevent further activity pertaining to any clearing and/or construction deemed in violation of the Master Design Guidelines, or any Lakeside Supplemental Design Guidelines, until such time the violation has been remedied and in compliance. Any cost related to the stoppage of the clearing and/or construction, including, without limitation, any cost associated with the delay in the clearing and/or construction will be the sole responsibility of the Lakeside Owner. Should the Town Founder, the Master Foundation, and/or the Foundation be required to enforce the provisions hereof by legal action, the recovery of attorney's fees, and costs incurred, whether or not judicial proceedings are involved shall be collectible from the Lakeside Owner and, if incurred by the Foundation, shall constitute an Individual Lakeside Assessment against the Lakeside Lot as provided in Article 7 herein. The Foundation is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the provisions of this Supplemental Declaration and the other Lakeside Restrictions; provided, however, that the Board shall never be authorized to expend any Foundation funds for the purpose of bringing suit against the Lakeside Initial Owner, the Town Founder, the Master Foundation and their respective successors and assigns.

(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 Lakeside Property owned by the Foundation for the purpose of constructing, erecting, operating, or maintaining thereof, therein, or thereunder:

- Parks, parkway, 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 Lakeside Facilities.

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other Lakeside Facility in a way which would violate applicable use and occupancy restrictions imposed thereon by the Master Restrictions, the Lakeside Restrictions or applicable law. In addition, the Foundation reserves the right to grant and convey any roads within the Lakeside Property to the County or local municipality in the event such roads are made public; provided, however, during the Lakeside Development Period, any grant or conveyance under this Section 4.05(D) must be approved in advance and in writing by the Lakeside Initial Owner. The Lakeside Initial Owner and the Foundation (with the advance written approval of the Lakeside Initial Owner during the Lakeside Development Period) are expressly authorized and permitted to convey easements over and across the Lakeside Common Property for the benefit of property not otherwise subject to the terms and provisions of this Supplemental Declaration.

(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 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 or all of its rights, powers, duties, obligations, and functions to such subsidiary or other association.

(F) Manager. To retain and pay for the services of a person or firm to manage and operate the Foundation, including its property, to the extent deemed advisable by the Board. Personnel may be employed directly by the Foundation or may be furnished by the manager. To the extent permitted by applicable law, the Board may delegate any other duties, powers, and functions to the manager. In addition, the Board may adopt transfer fees, resale certificate fees, and any other fees associated with the provision of management services to the Foundation or its Members. **THE LAKESIDE MEMBERS HEREBY RELEASE THE FOUNDATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER, OR FUNCTION SO DELEGATED.**

(G) Transfer Fees and Resale Certificates. To establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lakeside Lot and changing the ownership records of the Foundation ("**Transfer Fee**"). A Transfer Fee shall be paid to the Foundation or the Foundation's managing agent, if agreed upon by the Board, upon each transfer of title to a Lakeside Lot. The Transfer Fee shall be paid by the purchaser of the Lakeside Lot, unless otherwise agreed to by the seller and purchaser of the Lakeside Lot. The Foundation shall also have the authority to establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a

"Resale Certificate" in connection with the sale of a Lakeside Lot pursuant to Chapter 207 of the Texas Property Code. The fee for a Resale Certificate shall be paid to the Foundation or the Foundation's managing agent, if agreed upon by the Board. The fee for a Resale Certificate shall be in addition to, not in lieu of, the Transfer Fee.

(H) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Foundation.

(I) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Foundation functions.

4.06 Lakeside Rules. The Foundation, with the prior written approval of the Town Founder if during the Development Period, and thereafter by the Master Foundation, which approval will not be unreasonably withheld or delayed, may adopt, amend, repeal, re-enact, create exceptions to, and enforce such Lakeside Rules, not in conflict with this Supplemental Declaration, as it deems proper to address any and all aspects of its functions, including, without limitation, Lakeside Rules governing and limiting the use of the Lakeside Common Property and Lakeside Facilities, including any Age-Restricted Lakeside Facilities, as well as the use, maintenance, and enjoyment of the Lakeside Lots. A copy of said Lakeside Rules as they may from time to time be adopted, amended, or repealed, shall be available to each Lakeside Owner upon request. As part of the Lakeside Rules that may be adopted from time to time by the Foundation, a fine may be imposed by the Foundation for violation by any Lakeside Owner, his/her family, or any of his/her guests or invitees of the Lakeside Restrictions. In the event any such fine is imposed, it shall constitute a Lakeside Individual Assessment as provided in Article 7 hereof. Before imposing any such fine, the Foundation shall give such Lakeside Owner notice and hearing as may be required by Texas law.

4.07 Liability of Lakeside Initial Owner, Town Founder, Master Foundation, Town Council, Board, Master ARC, Lakeside ARC, and Foundation. Neither the Lakeside Initial Owner, Town Founder, Master Foundation, Town Council, the Board, the Master ARC, the Lakeside ARC, nor the Foundation shall be personally liable to any Lakeside Owner or to any other party, for any damage, loss, or prejudice suffered or claimed on account of any act or omission of the Lakeside Initial Owner, Town Founder, Master Foundation, the Board, the Master ARC, the Lakeside 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 Lakeside Initial Owner, Town Founder, the Master Foundation, Town Council, the Board, the Master ARC, and the Lakeside 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 Lakeside at Millican Reserve, except where the Lakeside Initial Owner, Town Founder, the Master Foundation, Town Council, the Board, the Master ARC, the Lakeside ARC, or representatives or employees of same is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties. Neither the Foundation nor the Lakeside Initial Owner, Town Founder, the Master Foundation, Town Council, the Board, the Master ARC, the Lakeside ARC, nor the Foundation shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Lakeside Member, occupant, or user of any portion of the Lakeside Property, including, without limitation, Lakeside Owners and their respective family, guests, invitees, agents, servants, contractors or subcontractors, or for any property of any such Persons. The Foundation, the Lakeside Initial Owner, Town Founder, the Master Foundation, Town Council, the Board, the Master ARC, and the Lakeside ARC are not empowered, and have not been created, to act as an entity which enforces or ensures any other Person's compliance with applicable laws or the prevention of criminal, tortious, or other like regulated activities. Every Lakeside Owner, by taking title to any part of the Lakeside Property, covenants and agrees to hold harmless and to indemnify the Foundation and the Lakeside Initial Owner, Town Founder, the Master Foundation, Town Council, the Board, the Master ARC, and the Lakeside ARC from and against all claims of any kind whatsoever by any invitee, licensee, family member, employee, or other representative or agent of that Lakeside Owner for any loss or damage arising in connection with the use, ownership, or occupancy of any portion of the Lakeside Property. The Foundation,

in its sole discretion, shall also have the authority to obtain liability insurance insuring the Board, the Lakeside ARC and its members, and 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 Lakeside Owner's sole responsibility to ensure the Wildlife Management Use or Agricultural Use is approved by the Brazos County Appraisal District and the Foundation, the Master Foundation, Town Council 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 Lakeside Initial Owner and/or Town Founder. Recognizing that the Foundation may have to be subsidized by the Lakeside Initial Owner and/or the Town Founder, the Board (whether the Board is the same as the Lakeside Initial Owner or the Town Founder, its agents, servants, or employees and without being liable for any claim made by any Lakeside Member that the Board's fiduciary duty to the other Lakeside 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 Lakeside Initial Owner and/or the Town Founder for monies expended by the Lakeside Initial Member and/or the Town Founder or loaned to the Foundation by the Lakeside Initial Owner and/or the Town Founder for and on behalf of the Foundation; provided, however, such promissory notes shall not be secured by a lien on any of the Lakeside Common Area.

## ARTICLE 5
## ARCHITECTURAL REVIEW COMMITTEE

The Lakeside Initial Owner has a substantial interest in ensuring that Improvements within the Lakeside Property maintain and enhance the Lakeside Initial Owner's reputation as a community developer and do not impair the Lakeside Initial Owner's ability to market and sell all or any portion of the Lakeside Property. Until such time as the Lakeside Initial Owner has delegated its right to appoint and remove all members of the Lakeside ARC to the Board, as provided in Section 5.03(A) below, the Lakeside ARC will be acting solely in the Lakeside Initial Owner's interest and will owe no duty to any other Lakeside Owner or the Foundation. Notwithstanding anything herein to the contrary, the Lakeside Initial Owner may appoint a single person to exercise the rights of the Lakeside ARC and the Master ARC shall have approval authority over Lakeside architectural plans in accordance with the Master Declaration, the Master Design Guidelines and those powers and authorities granted to it herein.

5.01 Coordination with the Master Declaration. The Master ARC shall have all powers and authorities granted in the Master Declaration, as applicable to the Lakeside Property. The Lakeside ARC shall have all powers and authorities granted to it herein, to the extent not in conflict with the Master Declaration. All final architectural plans must receive written approval from the Master ARC in accordance with the Master Restrictions.

5.02 Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected, constructed, altered, modified, or remodeled on any portion of the Lakeside Property, and no Lakeside Lot may be re-subdivided or consolidated with other Lakeside Lots or Lakeside Property, by anyone other than the Lakeside Initial Owner or the Town Founder without (a) the prior written approval of the Lakeside ARC in accordance with the provisions hereof and the Lakeside Supplemental Design Guidelines, if any, and, to the extent required under the Master Restrictions, and (b) the prior written approval of the Master ARC in accordance with the provisions of the Master Declaration and the Master Design Guidelines.

5.03 Lakeside Architectural Committee.

(A) Composition. The Lakeside ARC will be composed of not more than three (3) persons (who need not be Lakeside Members or Lakeside Owners) appointed as provided below, who will review Improvements proposed to be made by any Lakeside Owner other than the Lakeside Initial Owner and Town Founder. During the Lakeside Development Period, Lakeside Initial Owner will have the right to appoint and remove (with or without cause) all members of the Lakeside ARC. The Lakeside Initial Owner may assign its right to appoint all members of the Lakeside ARC to the Foundation by a written instrument, signed by the Lakeside Initial Owner, and thereafter, the Board will have the right to appoint and remove (with or without cause) all members of the Lakeside ARC. Any assignment by the Lakeside Initial Owner of the right to appoint and remove all members of the Lakeside ARC may be withdrawn by the Lakeside Initial Owner at any time prior to expiration of the Lakeside Development Period, in the same manner as aforesaid. The Lakeside Initial Owner's right to appoint all members to the Lakeside ARC will automatically be assigned to the Foundation upon expiration of the Lakeside Development Period, at which time Section 209.00505 of the Texas Property Code shall govern who is permitted to be appointed as a member of the Lakeside ARC. The Lakeside ARC will have the right to employ consultants and advisors as it deems necessary or appropriate. The Lakeside ARC may adopt such additional procedural and substantive rules and guidelines, not in conflict with this Supplemental Declaration, as it deems necessary or proper for the performance of its duties hereunder, including but not limited to a building code, a fire code, a housing code, and other similar codes.

(B) Lakeside Supplemental Design Guidelines. The Lakeside Initial Owner shall, with the prior written consent of the Town Founder, if during the Development Period and thereafter, by the Master Foundation, adopt the initial Lakeside Supplemental Design Guidelines (herein so called) and, until expiration of the Lakeside Development Period, will have the power to adopt (unless previously adopted by the Lakeside Initial Owner), amend, modify, or supplement the Lakeside Supplemental Design Guidelines from time to time with the approval of the Town Founder or the Master Foundation. The Lakeside Supplemental Design Guidelines must be consistent with the Master Design Guidelines. Without limitation, the Master Design Guidelines and the Master ARC may establish and enforce minimum standards for community-wide improvements in order to maintain consistency throughout Millican Reserve, including without limitation street signage, wayfinding signage, mail kiosks or community mailboxes, gates, fencing, and other similar common or neighborhood improvements. On and after expiration of the Lakeside Development Period, the Lakeside ARC will have the power to adopt, amend, modify, or supplement the Lakeside Supplemental Design Guidelines from time to time with the approval of the Town Founder or the Master Foundation. In the event of any conflict between the terms and provisions of the Lakeside Supplemental Design Guidelines and the terms and provisions of this Supplemental Declaration, the terms and provisions of this Supplemental Declaration will control. In the event of any conflict between the terms and provisions of the Lakeside Supplemental Design Guidelines and the terms and provisions of the Master Design Guidelines, the terms and provisions of the Master Design Guidelines will control. In addition, the Lakeside ARC will have the power and authority to impose a fee for the review of the Plans and Specifications and other documents and information submitted to it pursuant to the terms hereof. Such charges will be held by the Lakeside ARC and used to defray the administrative expenses incurred by the Lakeside ARC in performing its duties hereunder; provided, however, that any excess funds held by the Lakeside ARC will be distributed to the Foundation at the end of each calendar year.

(C) Review of Plans and Specifications. Whenever in this Supplemental Declaration the approval of the Lakeside ARC is required, the Lakeside ARC shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question

and all other facts that, in its sole and absolute discretion, are relevant. Except as otherwise specifically provided herein, prior to the re-subdivision or combination of any Lakeside Lot, or the commencement of any construction of any Improvement on the Property or any portion thereof, as applicable, the Plans and Specifications therefor shall be submitted to the Lakeside ARC, and the re-subdivision, combination, and/or construction thereof may not commence unless and until the Lakeside ARC has approved such Plans and Specifications. Until receipt by the Lakeside ARC of any information or document deemed necessary by the Lakeside ARC, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Lakeside ARC shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Supplemental Declaration and the Lakeside Supplemental Design Guidelines, if any, and perform such other related duties assigned or authorized by the provisions hereof or thereof, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Lakeside ARC shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Lakeside ARC may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed Improvement upon a Lakeside Lot would unreasonably obstruct the view from other portions of the Lakeside Property. The Lakeside ARC may, but shall not be required to, disapprove any Improvement upon any Lakeside Lot that would unreasonably obstruct the view from any other portion of the Lakeside Property. No Improvement shall be allowed on any Lakeside Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Lakeside Property and the surrounding area. The Lakeside ARC shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Lakeside ARC shall be final and binding so long as it is made in good faith, subject to any appeals process set forth in the procedural rules adopted under Section 5.03(A) above. The Lakeside ARC shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

(D) Actions of the Lakeside ARC. The Lakeside ARC may, by resolution unanimously adopted in writing, designate one or more of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Lakeside ARC. In the absence of such designation, the vote of a majority of all the members of the Lakeside ARC taken without a meeting shall constitute an act of the Lakeside ARC.

(E) Failure to Act. In the event the Lakeside ARC or its designated representative fails to approve or disapprove any Plans and Specifications within sixty (60) days after the same have been submitted to it, complete with all other information requested by the Lakeside ARC in connection with such submission, approval shall be assumed; provided, however, any failure of the Lakeside ARC to act upon a request for a variance will not be deemed a consent to such variance, and the Lakeside ARC's written approval of all requests for variances will be required.

(F) Variances. The Lakeside ARC with the prior written approval of the Town Founder, if during the Development Period and thereafter, by the Master Foundation may grant variances from compliance with any provisions of this Supplemental Declaration and the Lakeside Supplemental Design Guidelines, if any, when, in the opinion of the Lakeside ARC, in its sole and absolute discretion, the variance will not impair or detract from the high-quality

development of the Lakeside Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument in recordable form, and must be signed by at least a majority of the members of the Lakeside ARC. The granting of a variance will not operate to waive or amend any of the terms or provisions of this Supplemental Declaration or the Lakeside Supplemental Design Guidelines, if any, for any purpose except as to the particular property and the particular instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Supplemental Declaration or the Lakeside Supplemental Design Guidelines, if any.

(G) No Waiver of Future Approvals. The approval or consent of the Lakeside ARC of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Lakeside ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different Person.

(H) Non-Liability. **NEITHER THE LAKESIDE INITIAL OWNER, THE BOARD, THE LAKESIDE ARC, NOR ANY MEMBER THEREOF WILL BE LIABLE TO ANY LAKESIDE OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE DUTIES OR RIGHTS OF THE LAKESIDE ARC AS PROVIDED IN OR PERMITTED UNDER THIS SUPPLEMENTAL DECLARATION AND THE LAKESIDE SUPPLEMENTAL DESIGN GUIDELINES, IF ANY.**

(I) Work in Progress. The Lakeside ARC may, at its option, inspect all work in progress to insure compliance with approved Plans and Specifications.

(J) Address. Plans and Specifications shall be submitted to the Lakeside ARC at 1555 Greens Prairie Road, College Station, Texas 77845, or at such other address as may be designated by the Lakeside Initial Owner or the Board, as the case may be, from time to time.

(K) Relationship with Master ARC. The Lakeside ARC has been created pursuant to this Supplemental Declaration to perform certain functions specified herein relating to the review and approval of Plans and Specifications for Improvements within the Lakeside Property. The Lakeside ARC does not exercise the authority of the Master ARC, and shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of compliance with the Master Design Guidelines. Nothing in this Supplemental Declaration shall be construed to relieve any Lakeside Owner from securing such approvals, certificates and/or permits as may be required by law or the Master Restrictions or Lakeside Supplemental Design Guidelines in connection with the construction of any Improvements on, or the re-subdivision or combination of, any Lakeside Lot, including without limitation, any such approvals from the Master ARC, as may be required by the Master Declaration and Master Design Guidelines. It shall be the responsibility of each Lakeside Owner to ensure compliance with the Master Design Guidelines and to obtain approval from the Master ARC, to the extent and in the manner required by the Master Declaration and Master Design Guidelines. **EACH LAKESIDE OWNER, BY ACCEPTANCE OF TITLE TO A LAKESIDE LOT, AGREES TO RELEASE HOLD THE LAKESIDE INITIAL OWNER, THE LAKESIDE ARC, AND THE FOUNDATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE**

**OF SUCH OWNER'S LAKESIDE LOT OR THE IMPROVEMENTS THEREON TO SO COMPLY.**

(L) Exemption of Lakeside Initial Owner. Notwithstanding any provision in this Supplemental Declaration to the contrary, neither the Lakeside Initial Owner nor any affiliate of the Lakeside Initial Owner, nor any activity of such Persons, shall in any way be subject to the control of or under the jurisdiction of the Lakeside ARC, including, without limitation, with respect to any requirement to submit Plans and Specifications for approval by the Lakeside ARC.

## ARTICLE 6
## LAKESIDE COMMON PROPERTY

6.01 Conveyance. Subject to the provisions of Article 8, the Lakeside Initial Owner by the recordation of this Supplemental Declaration shall be deemed to have dedicated the Lakeside Common Property for the mutual use, enjoyment, common safety and welfare of the residents of Lakeside at Millican Reserve, subject to such restrictions, liens, or easements reserved herein or on the recorded plat of the Lakeside Property or as may be designated from time to time by the Town Founder, the Lakeside Initial Owner, or the Foundation and subject to the Town Founder, the Lakeside Initial Owner, or the Foundation, in their sole discretion, removing property from the Lakeside Common Property at any time. Notwithstanding any other provision to the contrary, the Town Founder and the Foundation shall have the power and authority to dedicate, convey, or grant an easement on the Lakeside Common Property as may be determined from time to time in the best interests of the protection of the environment, and in the best interest of Lakeside at Millican Reserve. Provided, however, for as long as the Lakeside Initial Owner owns any portion of the Lakeside Property, the Lakeside Initial Owner, 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 Lakeside Property, the Lakeside 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 Lakeside 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 the Lakeside Initial Owner, it is reasonable discretion, deems necessary, desirable, or required for the preservation of the Natural Areas or by the final engineering plans for the Lakeside Property. The Town Founder and the Lakeside Initial Owner hereby covenants for themselves, and their respective successors and assigns, that said Lakeside Common Property shall be subject to and bound by the terms of the Master Restrictions and the Lakeside Restrictions, including, without limitation, the Master Declaration and this Supplemental Declaration and Exhibits attached thereto and hereto. The use and enjoyment of the Lakeside Common Property shall be subject to such Lakeside Rules relating thereto as are set forth in this Supplemental Declaration or as may be adopted or amended from time to time in accordance with this Supplemental Declaration. The Lakeside Initial Owner shall have the right from time to time to designate additional real property as Lakeside Common Property either in a supplement or amendment to this Supplemental Declaration executed for the purpose of submitting any additional real property to the terms of this Supplemental Declaration or in an instrument conveying any real estate to the Lakeside Initial Owner or the Foundation. The maintenance, repair, improvement, use, enjoyment, and operation of all of the Lakeside Common Property shall be in accordance with the terms and provisions of this Supplemental Declaration, the Lakeside Rules, and the other Lakeside Restrictions.

6.02 Improvement of Lakeside Common Property. It is the duty of the Town Founder to complete certain utilities, roadways, and easements on the Lakeside 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 Lakeside 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 Lakeside Common Property, including Improvements thereto, shall be the obligation of the Foundation as hereinafter provided in this 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 Lakeside Owner shall have the non-exclusive right and easement of enjoyment in and to the Lakeside Common Property. The Lakeside Initial Owner reserves the right to convey the Lakeside Common Property to the Foundation at any time. Such right and easement of the Lakeside Owner in and to the Lakeside Common Property, or any part thereof, shall be appurtenant to and shall pass with the title to every Lakeside Lot. The Town Founder, the Master Foundation, the Lakeside Initial Owner, and the Foundation reserve the right to use, access, and grant access to third parties to the Lakeside Common Property and Lakeside Facilities; provided, however, that such rights shall be exercised in a manner consistent with the limitations and regulations applicable to Age-Restricted Lakeside Facilities set forth in this Section 6.03 and the Lakeside Rules adopted hereunder. The Foundation, with the prior written consent of the Town Founder, if during the Development Period, and thereafter by the Master Foundation, which consent will not be unreasonably withheld or delayed, shall have the right to establish an additional set of Lakeside Rules as it relates to the use and access to Lakeside Common Property and/or trail system. The Foundation shall have the right to remove or cause to be removed anything placed on the Lakeside Common Property, or any part thereof, in violation of the provisions of this Supplemental Declaration or any applicable Lakeside Rules, to restore the Lakeside Common Property, or any part thereof, to its condition prior to the violation and to assess the Lakeside Owner or Lakeside Owners responsible for the cost of such removal and restoration. Notwithstanding anything to the contrary contained in this Supplemental Declaration, and to the maximum extent permitted by the Master Restrictions and applicable law, the Lakeside Initial Owner, during the Lakeside Development Period, and thereafter the Foundation, shall have the unilateral right, in its sole and absolute discretion, to designate from time to time certain Lakeside Facilities as Age-Restricted Lakeside Facilities by recorded instrument and to regulate access to and use of such Age-Restricted Lakeside Facilities, including the right to limit access and use primarily to Age-Qualified Occupants and their permitted guests.

6.04 Use of Lakeside Common Property. Each Lakeside Owner, any invitee, licensee, family member, employee, or other representative or agent of that Lakeside Owner and any other persons entitled to use the Lakeside Common Property shall not use such Lakeside Common Property or carry on any activity on such Lakeside Common Property that will detract from, impair, or interfere in any with the value or enjoyment (including aesthetic enjoyment) of such Lakeside Common Property by the Town Founder, the Master Foundation, the Lakeside Initial Owner, or other Lakeside Owners. No Lakeside 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 Lakeside Common Property or any part thereof. Town Founder, the Master Foundation, or the Foundation shall have the right to prohibit any use which, in the opinion of Town Founder, the Master Foundation, or the Foundation, is in violation of the foregoing restriction. The Foundation shall have the right, with the prior written consent of the Master Foundation, if during the Development Period, and thereafter by the Master Foundation, which approval will not be unreasonably withheld or delayed, from time to time promulgate Lakeside Rules in accordance with this Supplemental Declaration, the Lakeside Certificate of Formation, and the Lakeside Bylaws for the purpose of regulating the use of the Lakeside Common Property. Use of Age-Restricted Lakeside Facilities is further subject to Section 6.03 and the Lakeside Rules applicable thereto.

6.05 Exculpation from Liability and Responsibility for Maintenance and Design. Town Founder, the Master Foundation, and the Lakeside Initial Owner reserve the right to participate in or undertake the continued maintenance of any Lakeside Common Property at Town Founder's, the Master Foundation's, or the Lakeside Initial Owner's sole discretion; provided, however, neither the Town Founder, the Master Foundation's, nor the Lakeside Initial Owner shall be responsible for the continued maintenance of the Lakeside Common Property or for any loss or damage to the Lakeside Owners, their heirs, successors, or

assigns, family, guests, invitees, agents, or employees for the design of, or any failure to maintain, the Lakeside Common Property. Accordingly, each Lakeside Owner, by the acceptance of a deed or other conveyance to his/her Lakeside Lot shall be deemed to have agreed that neither the Town Founder, the Master Foundation, nor the Lakeside Initial Owner shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the design of the Lakeside Common Property. Said Lakeside Common Property is private, not public. The Foundation, on behalf of all Lakeside Owners shall, subject to the terms and provisions of this 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 Lakeside Common Property.

6.06 Exculpation from Liability and Responsibility for Damages.

(A) Each Lakeside 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 Lakeside Owner, who use the Lakeside Common Property under the terms of this Supplemental Declaration and shall be liable for any loss or damages resulting from the violation by any such Person of the terms, conditions, and restrictions herein provided.

(B) The Lakeside Initial Owner, Town Founder, the Master Foundation, and the Foundation shall not be responsible for any loss or damage to the Foundation, any Lakeside Owner, his/her family, guests, invitees, agents or employees, heirs, assigns, or any other person who uses the Lakeside Common Property under the terms of this Supplemental Declaration due to any act or omission of any contractor or subcontractor employed by Lakeside Initial Owner, the Town Founder, the Master Foundation, or the Foundation, for the construction and development, enlargement, or maintenance of the Lakeside Common Property, or due to any act or omission of any adjoining Lakeside Owner, or due to any act or omission of any other person or persons using the Lakeside Common Property.

(C) Use of the Lakeside Common Property by a Lakeside Owner, heirs, successors or assigns, or any person who occupies the Lakeside Lot owned by the Lakeside Owner or the guests of such person, shall be at the risk of the Lakeside Owner and user, and the Lakeside Initial Owner, Town Founder, the Master Foundation, and the Foundation shall not be responsible for any injury, loss, or damage to such user or any other person resulting from such use.

(D) **EACH LAKESIDE OWNER AGREES, FOR HIM/HERSELF AND HIS/HER HEIRS AND ASSIGNS, TO INDEMNIFY AND SAVE THE LAKESIDE INITIAL OWNER, THE TOWN FOUNDER, THE MASTER FOUNDATION, AND THE FOUNDATION, THEIR SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY CLAIM OF INJURY, LOSS, OR DAMAGES RESULTING FROM THE USE OF THE LAKESIDE COMMON PROPERTY BY A LAKESIDE OWNER, HIS/HER HEIRS, SUCCESSORS, OR ASSIGNS, SUCH PERSONS WHO OCCUPY SUCH LAKESIDE OWNER'S LOT, OR THE GUESTS OF SUCH PERSONS.**

6.07 Conveyance to the Foundation. The Lakeside Initial Owner and the Town Founder may retain, for as long as it deems necessary or convenient, the legal title to the easements or fee simple parcels designated or to be designated as Lakeside Common Property. The Lakeside Initial Owner and the Town Founder may, at any time after the date hereof, convey legal title to all or a portion of such Lakeside 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 Lakeside Common Property conveyed to the Foundation as elsewhere provided herein. 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 Lakeside Common Property, including, without limitation, maintenance, taxes, insurance, and every other cost or expense related to the operation of such Lakeside Common Property.

## ARTICLE 7
## LAKESIDE ASSESSMENTS

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

7.02 Creation of the Lien and Personal Obligation for Assessments. Each Lakeside Owner, by acceptance of a deed to a Lakeside Lot, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay to the Foundation: (a) Lakeside Annual Assessments; (b) Lakeside Special Assessments; (c) Lakeside Individual Assessments; and (d) any other assessment, fine, or charge levied or established herein.

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

Lakeside Lots which are owned by the Lakeside Initial Owner or the Town Founder shall not be subject to any Lakeside Assessment hereunder whatsoever. Lakeside Lots owned by Builders (herein defined) are subject to all Lakeside Assessments hereunder unless the Town Founder, the Lakeside Initial Owner, or the Foundation, in their sole discretion and on a case by case basis, to the extent permitted by applicable law, determine in a written and signed document that a different rate or manner of determining and imposing the Lakeside Assessments on Lakeside Lots owned by a Builder is appropriate. As used herein, the term "**Builder**" shall mean a Lakeside Owner who is in the construction business and has plans to construct a Dwelling upon such Lakeside Lot for sale to third-party home buyers. Except as otherwise provided herein, Lakeside Annual Assessments and Lakeside Special Assessments shall be levied uniformly against each Lakeside Lot. The applicable Lakeside Annual Assessment and Lakeside Special Assessment for each Lakeside Lot shall be prorated for each calendar year according to the purchase date and rate applicable for the Lakeside Lot during that calendar year.

7.03 Lakeside Annual Assessments. Lakeside Annual Assessments (herein so called), calculated on a uniform per Lakeside Lot basis, shall be levied to provide for and assure the availability of funds necessary to establish a reserve for capital improvements and pay common expenses, which shall include, without limitation, the following: (a) expenses incurred for the repair, maintenance, preservation, protection and improvement of the Lakeside Common Property, including, without limitation, storm water drainage, roads, swales, landscaping, entry features, gates, fencing, mowing, irrigation, trail maintenance, signage, walls, lighting and controlling vegetation growth; (b) expenses incurred for utility services for the common safety and welfare of the residents of Lakeside at Millican Reserve, 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; (c) expenses incurred for any inspection, repair, maintenance, or Improvement to the Lakeside Property as provided herein; (d) 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; (e) expenses incurred for the payment of real and personal property taxes and assessments for any Lakeside Property, including, without limitation, the Lakeside Common Property, owned by the Foundation; (f) expenses incurred for the maintenance of insurance, including, without limitation, any insurance as set forth in Article 4; and (g) expenses incurred for doing any other thing necessary or desirable, which in the judgement of the Foundation may be of general benefit to the Lakeside Owners and the Lakeside Property, including, without limitation, expenses related to agreements with other associations or organizations to provide additional services and/or amenities to the Lakeside Owners. Subject to the provisions set forth herein relating to the rate at which the Lakeside Annual Assessment imposed herein shall be levied against the Lakeside Lot, each and every Lakeside Lot is hereby severally subjected to and impressed with a regular Lakeside 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 as long as said judgment is exercised in good faith.

7.05 Amount. Lakeside Annual Assessments shall be payable in advance on or before January 1 of each year. The Board may fix the Lakeside Annual Assessments at an amount not in excess of the maximum, and shall fix the amount of the Lakeside Annual Assessments against each Lakeside Lot by December 1 preceding the Lakeside Annual Assessment period. The Lakeside Annual Assessment period shall begin on January 1 of each year. Written notice of the Lakeside Annual Assessment shall be sent to every Lakeside Owner subject thereto at the address of each Lakeside Lot or at such other address provided to the Foundation in writing from the Lakeside Owner. Lakeside Annual Assessments shall be considered delinquent if not received by January 31 of the year for which the Lakeside Annual Assessment pertains.

7.06 Increases. The maximum Lakeside Annual Assessment for calendar year 2025 shall be in the amount of $3,600.00 per Lakeside Lot. Beginning with the calendar year 2026, the maximum Lakeside 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 Lakeside Annual Assessment. For example, if the maximum Lakeside Annual Assessment for the prior year was $500 per Lakeside Lot, but the actual amount of the Lakeside Annual Assessment assessed was $300, the maximum Lakeside Annual Assessment for the following year may be increased by the Foundation to $600 ($500 + ($500 x 20%)) even though the maximum Lakeside Annual Assessment ($600) may not actually be assessed. Unless waived in writing by the Town Founder, the Master Foundation or the Lakeside Initial Owner, as applicable, in the event the Foundation becomes indebted to the Town Founder, the Master Foundation or the Lakeside Initial Owner in any manner, the Board will be required to increase and assess the Lakeside Owners the twenty percent (20%) maximum Lakeside Annual Assessment provided for in this Section each year to provide for the repayment to the Town Founder, the Master Foundation, or the Lakeside Initial Owner until the Town Founder, the Master Foundation or Lakeside Initial Owner, as applicable, have been paid in full.

The Lakeside Annual Assessment may be increased above that allowed by this Section, if, and only if, the increase is approved by the affirmative vote of at least two-thirds (2/3) of the total eligible votes of Lakeside Members who are voting in person or by proxy at a meeting duly called for that purpose. To the extent permitted by applicable law, 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 Lakeside Member, if applicable, and the date and signature of the Lakeside Member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots, or may be collected by door-to-door canvas.

Upon the increase of the maximum Lakeside Annual Assessment requiring the vote of the Lakeside Members 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 sworn affidavit shall certify, among other items that may be appropriate, the total number of eligible votes of the Lakeside Members 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 Lakeside Annual Assessment so authorized, and the date by which the increased Lakeside Annual Assessment must be paid to avoid being delinquent. The increase in the maximum Lakeside 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 Lakeside Special Assessments for Capital Improvements. In addition to the Lakeside Annual Assessments, the Board may, upon the affirmative vote of at least two-thirds (2/3) of the total eligible votes of Lakeside Members who are voting in person or by proxy at a meeting duly called for that purpose, levy a Lakeside 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 Lakeside Common Property, including fixtures and personal property related thereto. To the extent permitted by applicable law, 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 Lakeside Member, if applicable, and the date and signature of the Lakeside Member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots, or may be collected by door-to-door canvas. Upon the levying of any Lakeside 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 Lakeside Members as of the date of the voting, the quorum required, the number of votes represented, the number of votes voting "for" and "against" the Lakeside Special Assessment, the amount of the Lakeside Special Assessment authorized, and the date by which the Lakeside Special Assessment must be paid to avoid being delinquent.

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

(A) Costs and expenses incurred by the Foundation in bringing a particular Lakeside Owner's Lot into compliance with the provisions of the Lakeside Restrictions, including any action taken, cost or expense incurred by the Foundation to cure or eliminate any violation or noncompliance with the provisions of the Lakeside Restrictions, following the failure of such Lakeside Owner to cure or remedy such violation or noncompliance.

(B) Costs and expenses, including attorneys' fees as provided in Article 7 hereof, whether or not suit is brought, incurred by the Foundation in the enforcement of the provisions of this Supplemental Declaration and other Lakeside Restrictions against a particular Lakeside Lot or the Lakeside Owner of such Lakeside Lot.

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

(D) The fine assessed against any Lakeside Owner for violation by any Lakeside Owner, family, guests, lessees, or invitees of the provisions of the Lakeside Restrictions (please refer to the Lakeside Fee Schedule for any applicable penalties).

(E) Reasonable overhead expenses of the Foundation associated with any Lakeside Individual 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 Lakeside Fund. The Foundation shall establish a Lakeside Fund into which shall be deposited all moneys paid to the Foundation, including all Lakeside Assessments, and from which disbursements shall be made in performing the functions of the Foundation under this Supplemental Declaration and the governing documents of the Foundation, including, without limitation, the Lakeside Bylaws. Town Founder, the Master Foundation, the Lakeside Initial Owner, 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, without limitation, projects related to capital improvements or Lakeside Special Assessments.

7.10 Effect of Nonpayment of Lakeside Assessments. Any of the Lakeside 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 Lakeside Owner, as a Lakeside Member of the Foundation (but not such Lakeside Member's responsibility as a Lakeside Member of the Foundation), to use the Lakeside Common Property, may be suspended after notice as may be required by Texas law until all Lakeside Assessments and related costs are paid in full;

(C) an action at law against the Lakeside Owner personally obligated to pay the same, and/or foreclose on the lien herein retained against the Lakeside Lot. Interest, costs of court, and reasonable attorney's 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 Lakeside Assessment or charge; and

(D) a late charge in an amount as may be determined by the Board from time to time.

7.11 Owner's Personal Obligation for Payment of Assessments. Lakeside 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 Lakeside Lot), late charges, costs, fines, and other charges herein. Each unpaid Lakeside Assessment, together with the interest on it and the costs of collection, will be the personal obligation of the Lakeside Owner of the Lot against which the Lakeside Assessment fell due, and will become a lien against the Lakeside Lot and all Improvements on it. Except as otherwise provided herein, no Lakeside Owner may exempt himself from liability for the Lakeside Assessments.

7.12 Notice of Lien. To evidence the Lakeside Assessment lien, the Foundation may prepare a written notice of Lakeside Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lakeside Lot covered by the lien and a description of the Lakeside Lot. This notice will be signed by one of the officers of the Foundation and will be recorded in the office of the County Clerk of Brazos County, Texas.

7.13 Creation of Lien. All amounts assessed in the manner provided in this Article but unpaid will, together with interest as provided in Section 7.10 and the cost of collection, including attorney fees as provided in this Supplemental Declaration, become a continuing lien and charge on the Lakeside Lot covered by the Lakeside Assessment that will bind the Lakeside Lot in the hands of the Lakeside Owner and the Lakeside Owner's heirs, devisees, personal representatives, successors, or assigns. This lien will be superior to all other liens and charges against the Lakeside Lot, except for tax liens and all amounts unpaid on a Mortgage lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lakeside Lot in question. The Foundation will have the power to subordinate the Lakeside Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Foundation. The lien for payment of Lakeside Assessments will attach with the priority above set forth from the date that the payment becomes delinquent.

7.14 Enforcement of Lien. The lien for payment of Lakeside Assessments may be enforced subsequent to the recording of a notice of Lakeside Assessment lien, as provided above, by the foreclosure of the defaulting Lakeside Owner's Lot by the Foundation judicially or by expedited foreclosure proceedings pursuant to the provisions of Section 209.0092 of the Texas Property Code and Texas Rules of Civil Procedure Rules 735 and 736, and successor statutes, and each Lakeside Owner expressly grants the Foundation a power of sale in connection therewith, or the Foundation may institute suit against the Lakeside Owner personally obligated to pay the Lakeside Assessments and/or for foreclosure of the aforesaid lien judicially. Any Lakeside Owner may waive expedited foreclosure proceedings. In any foreclosure proceeding, whether judicial or not judicial, the Lakeside Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the Foundation.

7.15 Additional Matters Pertaining to Foreclosure. The Foundation shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Foundation shall report to said Mortgagee the status of any Lakeside Assessments or fines relating to the Mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

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

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

7.18 No Offsets. The Lakeside 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 Supplemental Declaration, (b) any claim by a Lakeside Owner of non-use of the Lakeside Common Property or abandonment of his Lakeside Lot, (c) any claim by a Lakeside Owner of inconvenience or discomfort arising from the making or repairs or Improvements to the Lakeside Common Property, or (d) any claim by a Lakeside 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 Lakeside Assessments provided for herein shall be subordinate to any tax liens and all amounts unpaid on a Mortgage lien of record of first

or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lakeside Lot in question; provided, however, that such subordination shall apply only to the Lakeside Assessments which have become due and payable prior to a sale or transfer of such Lakeside 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 retained and reserved herein. Sale or transfer of any Lakeside Lot shall not affect the lien of the Lakeside Assessment; however, the sale or transfer of any Lakeside Lot pursuant to the foreclosure of a first lien Mortgage (and any refinancing of same) or any proceeding in lieu thereof, shall extinguish the lien of the Lakeside Assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lakeside Lot from liability for the Lakeside Assessments thereafter becoming due or from the lien thereof. A selling Lakeside Owner of a Lakeside Lot shall not be relieved of personal liability for any Lakeside Assessments accruing on such Lakeside Lot prior to the date of sale or transfer.

## ARTICLE 8
## RESERVATIONS AND EASEMENTS

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

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

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

(B) The Lakeside Easements are subject to and subordinate to any and all matters of record as of the date hereof.

8.03 Construction and Maintenance of Road. The Lakeside Initial Owner has or will construct a road on the Lakeside Access Easement Area in a manner and using materials acceptable to the Town Founder, in its sole and absolute discretion and only after receiving the prior written approval of the Town Founder. It shall be the obligation of the Lakeside Initial Owner, or Brazos County Municipal District No. 2 upon acceptance of road improvement, to maintain such road in a level, smooth, neat and clean condition and Town Founder will not be responsible for any construction, maintenance of road, repairs, or improvements whatsoever. The Lakeside Initial Owner reserves for itself the right to undertake such

construction, maintenance, repairs, or improvements. Any repairs or improvements by the Lakeside Initial Owner to the Lakeside Access Easement Area 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, as determined by the Town Founder, in its sole and absolute discretion and only after receiving the prior written approval of the Town Founder.

8.04 Reservation of Right to Consent to Construction. The Lakeside Initial Owner reserves the right to grant consents for the construction and maintenance of the Lakeside Common Property. The Lakeside Initial Owner, for the benefit of itself, the Town Founder, the Foundation, and all Lakeside Owners hereby reserves easements in, on, and over the Lakeside Property as may be reasonably required from time to time in order to provide storm water or surface water drainage to all of any portion of the Lakeside Property; provided, however, that any such drainage easements shall not unreasonably interfere with the use and enjoyment by an Lakeside Owner of the particular Lakeside Lot or the Lakeside 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 Lakeside Initial Owner 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 Lakeside Initial Owner or the Foundation, for the future orderly development of Lakeside at Millican Reserve in accordance with the objectives and purposes set forth in the Master Declaration and this Supplemental Declaration. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Lakeside 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 Lakeside Lot as a Single Family Residential Use home site. The easements contemplated by this Article 8 may include, without limitation, such easements as may be required for utility services, maintenance of the Lakeside Common Property, trails, drainage, road right of way or other purposes reasonably related to the orderly development of Lakeside at Millican Reserve in accordance with the objectives and purposes specified in this Supplemental Declaration.

8.06 General Easement. There are hereby created, declared, and granted to the Foundation, the Lakeside Initial Owner, the Lakeside ARC, the Master ARC, the Master Foundation and the Town Founder, such easements over and upon all or any portion of the Lakeside Property as may be reasonably necessary to permit such Persons to carry out and discharge their duties, obligations, and responsibilities under and pursuant to this Supplemental Declaration and the other Lakeside Restrictions. Without limiting the generality of the foregoing, the Lakeside Initial Owner hereby reserves for itself, its assigns, the Town Founder and the Foundation a perpetual non-exclusive easement over and across the Lakeside Property for: (a) the installation, operation and maintenance of utilities and associated infrastructure to serve the Lakeside Property and any other property owned by the Lakeside Initial Owner; (b) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Lakeside Property and any other property owned by the Lakeside Initial Owner; (c) the installation, operation and maintenance of walkways, pathways and trails, drainage and irrigation systems, landscaping, and street lights and signage to serve the Lakeside Property and any other property owned by the Lakeside Initial Owner; and (d) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, drives, or other areas to serve the Lakeside Property and any other property owned by the Lakeside Initial Owner. The Lakeside Initial Owner will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (a) through (d) of this Section. In addition, the Lakeside Initial Owner may designate all or any portion of the easements or facilities constructed therein as Lakeside Common Property.

8.07 Maintenance of Easements. The Lakeside 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 Lakeside Property which is subject to any of the easements reserved in this Article 8. The Foundation shall be responsible for maintaining any easements located on the Lakeside Common Property. However, the Foundation is not responsible for maintaining any easements, or the portions thereof, located on a Lakeside Owner's Lakeside Lot. The surface of easement areas for electrical power transformers or junction boxes may not be used for planting shrubbery, trees, lawns, or flowers. The utility companies furnishing services to Lakeside at Millican Reserve will have the right to remove all trees and other obstructions situated within such easement areas, and to trim overhanging trees and shrubs located on portions of the Lakeside Property abutting such easement areas. However, neither the Lakeside Initial Owner nor any supplier of any utility service using any easement area will be liable to any Lakeside Owner or to the Foundation for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of this vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any of these easement areas.

## ARTICLE 9
## GENERAL COVENANTS AND RESTRICTIONS

9.01 Duration. This 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 Master Foundation, the Foundation, and the Lakeside 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 terminated or amended in accordance with Section 9.09 herein.

9.02 Compliance. Each Lakeside Owner, his or her family, occupants, tenants, and the guests, invitees, and licensees of the preceding shall become familiar with and comply strictly with the terms of the Master Restrictions and the Lakeside Restrictions, as each may be amended from time to time. Failure to comply with any of the Master Restrictions and/or the Lakeside Restrictions shall constitute a violation of the Master Restrictions and/or the Lakeside Restrictions, as applicable, and may result in a fine against the Lakeside Owner in accordance with Section 9.04 of this Supplemental Declaration and the applicable provisions of the Master Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Town Founder, the Master Foundation, the Lakeside Initial Owner, the Foundation, the Lakeside ACC, the Master ACC, or, in a proper case, by any aggrieved Lakeside Owner or Lakeside Owners. In addition, the Town Founder, the Master Foundation, the Lakeside Initial Owner, and the Foundation may avail itself of any and all remedies provided in this Supplemental Declaration and the other Lakeside Restrictions. Without limiting the generality of the foregoing, the Foundation may (but will not be obligated to) remedy or attempt to remedy any violation of the Lakeside Restrictions, and the Lakeside Owner whose violation has been so remedied will be personally liable to the Foundation for all costs and expenses incurred in effecting (or attempting to effect) such remedy. If such Lakeside Owner fails to pay such costs and expenses upon demand by the Foundation, such costs and expenses (together with interest at the maximum lawful rate from the date of demand until paid) will be assessed against and chargeable to such Lakeside Owner's Lakeside Lot, and shall constitute an Individual Lakeside Assessment against the Lakeside Lot as provided in Article 7 herein. **EACH SUCH LAKESIDE OWNER SHALL RELEASE AND HOLD HARMLESS THE FOUNDATION THE TOWN FOUNDER, THE MASTER FOUNDATION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION ASSOCIATED WITH THE ACTS OF ACTIVITIES OF SUCH PERSONS UNDER THIS SECTION 9.02 (INCLUDING ANY CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE FOUNDATION'S THE TOWN FOUNDER'S OR THE MASTER FOUNDATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT ARISING BY REASON OF THE FOUNDATION'S, THE TOWN FOUNDER'S OR THE MASTER FOUNDATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. AS USED HEREIN, "GROSS NEGLIGENCE"**

**DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

9.03 Enforcement. Except as otherwise provided herein, any Lakeside Owner, at such Lakeside Owner's expense, the Town Founder, the Lakeside Initial Owner, the Foundation, and the Master Foundation, shall have the right to enforce, by any proceedings at law or in equity, the Lakeside Restrictions. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision. The failure to enforce any provision at any time will not constitute a waiver of the right to enforce the provision or any other provision in the future. Failure of the Town Founder, the Lakeside Initial Owner, the Foundation, or the Conservancy to enforce the terms and provisions of the Lakeside Restrictions shall in no event give rise to any claim or liability against such Persons, or any of their respective partners, directors, officers, or agents. **EACH LAKESIDE OWNER, BY ACCEPTANCE OF TITLE TO A LAKESIDE LOT, AGREES TO RELEASE HOLD EACH OF THE TOWN FOUNDER, THE LAKESIDE INITIAL OWNER, THE FOUNDATION, THE MASTER FOUNDATION, AND THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION ASSOCIATED WITH THE FAILURE OF SUCH PERSONS TO ENFORCE THE TERMS AND PROVISIONS OF THE LAKESIDE RESTRICTIONS.**

9.04 Fines for Violations. The Foundation, acting by and through the Board, may levy and collect fines for any violation of the Lakeside Restrictions. Fines may be assessed repeatedly for continuous violations. Fines shall be uniform according to a fine schedule or policy to be established from time to time by the Board.

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

9.06 Attorney Fees. In the event any action to enforce the Lakeside Restrictions is initiated against a Lakeside Owner or occupant of a Lakeside Lot by the Foundation, the Master Foundation, Town Founder, or the Lakeside Initial Owner, as the case may be, the Foundation, the Master Foundation, Town Founder, or the Lakeside Initial Owner shall be entitled to recovery reasonable attorney fees from the Lakeside Owner or occupant of a Lakeside Lot who violated the Lakeside Restrictions.

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 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 judgement 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 or Termination. Except as otherwise provided in Section 209.0041 of the Texas Property Code and this Section, this Supplemental Declaration may be amended or terminated by the recording in the Official Records of Brazos County of an instrument executed and acknowledged by: (a) the Town Founder, acting alone and unilaterally, at its sole and absolute discretion, prior to the expiration

of the Lakeside Development Period; (b) the Lakeside Initial Owner, acting alone and unilaterally, at its sole and absolute discretion, but with the prior written consent of the Town Founder, if during the Development Period and thereafter, by the Master Foundation, prior to the expiration of the Lakeside Development Period; and (c) the president and secretary of the Foundation setting forth the amendment and certifying that such amendment has been approved by the Lakeside Initial Owner (until expiration or earlier termination of the Lakeside Development Period) and the Lakeside Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes entitled to be cast by Members of the Foundation. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Lakeside Bylaws. Specifically, and not by way of limitation, prior to the expiration of the Lakeside Development Period, the Lakeside Initial Owner may unilaterally amend this Supplemental Declaration, without the consent or joinder of any other Person except the Town Founder's prior written consent is required, if during the Development Period and thereafter, by the Master Foundation, as may be necessary to (i) bring any provision hereof into compliance with applicable law, including, without limitation, the Fair Housing Acts, (ii) enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on Lakeside Lots; (iii) enable any reputable title insurance company to issue title insurance coverage on any Lakeside Lot; or (iv) comply with any requirements promulgated by a local, state, or governmental agency, including, without limitation, the Department of Housing and Urban Development. Likewise, notwithstanding subsection (a) of this Section or any other provision herein to the contrary, prior to the expiration of the Lakeside Development Period, this Supplemental Declaration may not be terminated and no amendment that may affect the Lakeside Initial Owner's rights under this Supplemental Declaration will be effective without the prior written consent of the Lakeside Initial Owner, in its sole discretion, and the Town Founder, in its sole discretion, if during the Development Period and thereafter by the Master Foundation, in its sole discretion, which written consents must be evidenced by the Lakeside Initial Owner's and the Town Founder's or the Master Foundation's (as the case may be) execution of the instrument terminating or amending this Supplemental Declaration.

9.10 Security. The Foundation may, but shall not be obligated to, maintain or support certain activities within the Lakeside Property designed to make the Lakeside Property safer than it otherwise might be.

**THE LAKESIDE INITIAL OWNER, TOWN FOUNDER, THE MASTER FOUNDATION, THE FOUNDATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND AGENTS, SHALL NOT IN ANYWAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE LAKESIDE PROPERTY. THE LAKESIDE INITIAL OWNER, TOWN FOUNDER, THE MASTER FOUNDATION, 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 LAKESIDE OWNER AND OCCUPANT OF ANY LAKESIDE LOT, AND EACH TENANT, GUEST, AND INVITEE OF A LAKESIDE OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE LAKESIDE INITIAL OWNER, TOWN FOUNDER, THE MASTER FOUNDATION, AND THE FOUNDATION, ARE NOT INSURERS AND THAT EACH LAKESIDE OWNER AND OCCUPANT OF ANY LAKESIDE LOT, AND EACH TENANT, GUEST, AND INVITEE OF ANY LAKESIDE OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LAKESIDE LOTS, TO THE CONTENTS OF LAKESIDE LOTS, AND FURTHER ACKNOWLEDGES THAT THE LAKESIDE INITIAL OWNER, TOWN FOUNDER, THE MASTER FOUNDATION, AND THE FOUNDATION, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY LAKESIDE 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 LAKESIDE PROPERTY.**

9.11 De-Annexation of the Lakeside Property. Either the Town Founder or the Master Foundation may de-annex and remove any property from Lakeside at Millican Reserve, so long as the

Lakeside Owner of such property consents in writing to such de-annexation. Such de-annexation shall be accompanied by the execution and filing for record of an instrument setting forth the land being de-annexed and signed by the Town Founder or the Master Foundation, as the case may be, and Lakeside Owner of the property being de-annexed. If the property is Lakeside Common Property, the Foundation shall consent to such withdrawal, if approved by the majority vote of the Board. Upon completion of the de-annexation requirements herein described above, the portion of the Lakeside Property being de- annexed shall no longer be a part of the Lakeside Property encumbered by this Supplemental Declaration and any amendments and/or supplements hereto. The Lakeside Initial Owner may also de-annex and remove any property from Lakeside at Millican Reserve, so long as the Lakeside Owner of such property consents in writing to such de-annexation. Such de-annexation shall be accompanied by the execution and filing for record of an instrument setting forth the land being de-annexed and signed by the Lakeside Initial Owner and Lakeside Owner. Upon any such de-annexation and removal, this Supplemental Declaration and the covenants, conditions, restrictions, and obligations set forth herein will no longer apply to the property so removed.

9.12 Waiver. No provision contained in this 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, Lakeside Members or employees of the Foundation and the Town Founder, the Master Foundation or Lakeside Initial Owner may be identical, and the fact that the Town Founder, the Master Foundation or their nominees, have heretofore or may hereafter enter into agreements with the Foundation, and Lakeside Member, 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 Lakeside 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 representatives, and assigns of the Lakeside Property and legality of said agreements.

9.14 Constructive Notice and Acceptance. Every Person, who now or hereafter owns or acquires any right, title, or estate in any portion of the Lakeside Property is and shall be conclusively deemed, to have consented and agreed to each and every term, provisions, covenant, condition, restriction, easements, reservation and right contained or by reference incorporated in the Master Declaration, this Supplemental Declaration, and the Exhibits attached hereto and thereto, whether or not any reference to the Master Declaration or this Supplemental Declaration is contained in the deed, documents, or other instrument pursuant to which such Person shall have acquired such right, title, interest or estate in the Lakeside 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 Supplemental Declaration may be transferred or assigned by the Town Founder to any successor or assigns to all or part of the Town Founder's interest in the Lakeside 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 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 Caption and Section Headings. The captions and headings of various articles, sections, paragraphs or subparagraphs of this 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.

9.18 Exhibits.

A - Lakeside Property.

**[Signature page(s) to follow]**

IN WITNESS WHEREOF, the Lakeside Initial Owner and Town Founder have caused this Supplemental Declaration to be executed as of this 14 day of September, 2026.

**LAKESIDE INITIAL OWNER:**

KPG P70, LLC,
a Texas limited liability company

By: Kept Property Group, LLC,
its Manager

By: _____
Jesse Durden, Manager

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 16 day of June, 2026, by Jesse Durden, as Manager of Kept Property Group, LLC, a Texas limited liability company, the Manager of KPG P70, LLC, a Texas limited liability company, on behalf of such entity, and in the capacity herein stated.

WILLIAM ROUTT THORNHILL III
Notary ID #133019829
My Commission Expires
March 5, 2030

_____
Notary Public, State of Texas

**TOWN FOUNDER:**

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

By: _____
John E. McFarlane, Jr., President

Wisconsin
STATE OF ~~TEXAS~~ §
Door
COUNTY OF ~~BRAZOS~~ §

This instrument was acknowledged before me on the 30 day of June, 2026, by John E. McFarlane, Jr., as President of ROCK BARN CONSERVATION PARTNERS, LLC, a Texas limited liability company, on behalf of such entity, and in the capacity herein stated.

SARA SOHNS NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, ~~State of Texas~~ Wisconsin
Expires 02/15/2030

**Consent of Lender**

**Investments in Meno, LP, a Texas limited partnership,** joins herein to consent to the terms and conditions of this Supplemental Declaration with respect to the Lakeside Property.

INVESTMENTS IN MENO, LP,
a Texas limited partnership

By: _____
Name: Oscar Parulian
Title: Partner

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 17 day of June, 2026, by Oscar Parulian, partner of INVESTMENTS IN MENO, LP, A TEXAS LIMITED PARTNERSHIP, on behalf of such entity, and in the capacity herein stated.

_____
NOTARY PUBLIC, State of Texas

MARLEN SAENZ LARA
Notary Public, State of Texas
Comm. Expires 04-12-2027
Notary ID 134301584

**Consent of Owner**

**Kept Classic Homes, LLC, a Texas limited liability company**, the owner of a portion of the Lakeside Property, joins herein to consent to the terms and conditions of this Supplemental Declaration with respect to the Lakeside Property and the portion thereof owned by it.

**OWNER:**

KEPT CLASSIC HOMES, LLC,
a Texas limited liability company

By: _____
Name: JESSE DURDEN
Title: MANAGER

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 19th day of June, 2026, by Jesse Durden, Manager of Kept Classic Homes, LLC, a Texas limited liability company, on behalf of such entity, and in the capacity herein stated.

_____
NOTARY PUBLIC, State of Texas

CARI RICE
Notary Public, State of Texas
Comm. Expires 07-11-2027
Notary ID 132082967

## Consent of Lender

**First Financial Bank, a Texas banking association** ("Lender"), as the holder of liens against all or portions of the Lakeside Property pursuant to (a) that certain Deed of Trust, Security Agreement, and Assignment of Rents dated May 30, 2025, executed by KPG P70, LLC in favor of Lender and recorded at Volume 19883, Page 206 of the Official Public Records of Brazos County, Texas, and (b) those certain Construction Deeds of Trust executed by Kept Classic Homes, LLC in favor of Lender and recorded in the Official Public Records of Brazos County, Texas, as follows: (i) Construction Deed of Trust dated December 12, 2025, recorded at Volume 20265, Page 14; (ii) Construction Deed of Trust dated December 12, 2025, recorded at Volume 20265, Page 42; (iii) Construction Deed of Trust dated February 12, 2026, recorded at Volume 20364, Page 153; (iv) Construction Deed of Trust dated March 31, 2026, recorded at Volume 20459, Page 37; and (v) Construction Deed of Trust dated May 27, 2026, recorded at Volume 20591, Page 169 (collectively, the "Deeds of Trust"), joins herein solely for the purposes of evidencing its consent to the terms and conditions of this Supplemental Declaration and subordinating its liens against the Lakeside Property and the portions thereof encumbered by the Deeds of Trust to the covenants, conditions, restrictions, easements, and rights created by this Supplemental Declaration; provided, however, such subordination does not extend to any lien or charge authorized or imposed by this Supplemental Declaration.

**LENDER:**

FIRST FINANCIAL BANK,
a Texas banking association

By: Nora Thompson
Name: Nora Thompson
Title: CEO

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 14th day of September, 2026, by Nora Thompson, CEO of First Financial Bank, a Texas banking association, on behalf of such entity, and in the capacity herein stated.

Ashley Makowski
NOTARY PUBLIC, State of Texas

ASHLEY MAKOWSKI
Notary Public, State of Texas
Notary ID# 129523103
My Comm. Exp. June 6, 2029

**EXHIBIT A**

**Description of Lakeside Property**

**TRACT ONE**:

Being all that certain 13.167 acre tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130 and the J.P. MITCHELL SURVEY, Abstract No. 179, Brazos County, Texas, and being part of the called 24.997 acre tract described in the deed recorded in Volume 19144, Page 49 of the Official Public Records of Brazos County, Texas, and being more particularly described on **Exhibit A-1** attached hereto.

**TRACT TWO**:

Being all that certain 5.718 acre tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130 and the J.P. MITCHELL SURVEY, Abstract No. 179, Brazos County, Texas, and being part of the called 24.997 acre tract described in the deed recorded in Volume 19144, Page 49 of the Official Public Records of Brazos County, Texas, and being more particularly described on **Exhibit A-2** attached hereto.

**TRACT THREE**:

Being all that certain 14.091 acre tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130 and the J.P. MITCHELL SURVEY, Abstract No. 179, Brazos County, Texas, and being part of the called 24.997 acre tract described in the deed recorded in Volume 19144, Page 49 of the Official Public Records of Brazos County, Texas, and being more particularly described on **Exhibit A-3** attached hereto.

**EXHIBIT A-1**

**Description of Tract One of Lakeside Property**

[Attached]

FIELD NOTES
13.167 ACRES

Being all that certain tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130 and the J.P. MITCHELL SURVEY, Abstract No. 179, Brazos County, Texas and being part of the called 24.997 acre tract described in the deed from KPG P70, LLC to KPG P70, LLC recorded in Volume 19144, Page 49 of the Official Public Records of Brazos County, Texas (O.P.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 north corner of the called 24.997 acre KPG P70, LLC tract, said iron rod also marking the northwest corner of the called 24.995 acre KPG P70, LLC tract recorded in Volume 19654, Page 1 (O.P.R.B.C.);

an interior corner of the called 858.0 acre Millican Land Development, LLC remainder tract recorded in Volume 14776, Page 238 (O.P.R.B.C.);

THENCE: S 43° 28' 10" E into and through the called 24.995 acre KPG P70, LLC tract for a distance of 396.10 feet to a 1/2-inch iron rod set for the north corner of this herein described tract and the POINT OF BEGINNING, from whence a found 1/2-inch iron rod marking the most easterly north corner of the called 24.997 acre KPG P70, LLC tract bears N 62° 32' 31" E at a distance of 7.41 feet for reference;

THENCE: into the interior of the called 24.997 acre KPG P70, LLC tract for the following three (3) calls:

1) S 27° 24' 57" E for a distance of 152.17 feet to a 1/2-inch iron rod set for angle,
2) S 52° 47' 36" E for a distance of 50.07 feet to a 1/2-inch iron rod set for angle, and
3) N 75° 27' 06" E for a distance of 18.98 feet to a 1/2-inch iron rod set for angle;

THENCE: along the common line of this tract, the called 24.997 acre KPG P70, LLC tract and the called 24.995 acre KPG P70, LLC tract for the following twelve (12) calls:

1) S 53° 54' 52" E for a distance of 127.20 feet to a found 1/2-inch iron rod marking the common east corner of this tract and the called 24.997 acre KPG P70, LLC tract,
2) S 22° 41' 49" W for a distance of 248.09 feet to a found 1/2-inch iron rod marking an angle of this tract,
3) S 20° 34' 14" W for a distance of 90.94 feet to a found 1/2-inch iron rod marking an angle of this tract,
4) S 41° 59' 03" W for a distance of 28.99 feet to a found 1/2-inch iron rod marking an angle of this tract,
5) S 36° 28' 45" W for a distance of 44.42 feet to a found 1/2-inch iron rod marking an angle of this tract,
6) S 04° 27' 08" W for a distance of 145.67 feet to a found 1/2-inch iron rod marking the Point of Curvature of a curve to the right,
7) 118.44 feet along the arc of said curve having a central angle of 67° 51' 36", a radius of 100.00 feet, a tangent of 67.27 feet and long chord bearing S 38° 22' 56" W at a distance of 111.64 feet to a found 1/2-inch iron rod marking the Point of Tangency,
8) S 72° 18' 44" W for a distance of 226.68 feet to a found 1/2-inch iron rod marking an interior ell corner of this tract,
9) S 17° 41' 16" E for a distance of 29.90 feet to a found 1/2-inch iron rod marking an exterior ell corner of this tract,
10) S 72° 18' 44" W for a distance of 302.23 feet to a found 1/2-inch iron rod for the Point of Curvature of a curve to the right,

11) 43.43 feet along the arc of said curve having a central angle of 03° 41' 49", a radius of 673.00 feet, a tangent of 21.72 feet and long chord bearing S 74° 09' 39" W at a distance of 43.42 feet to a found 1/2-inch iron rod marking the Point of Tangency, and
12) S 76° 00' 33" W for a distance of 264.03 feet to a found 1/2-inch iron rod marking the common south corner of this herein described tract and the called 24.997 acre KPG P70, LLC tract, said iron rod also marking the most westerly north corner of the called 24.995 acre KPG P70, LLC tract and being in the east margin of Millican Creek Trail;

THENCE: 138.01 feet along the east margin of said Millican Creek Trail and in a clockwise direction along the arc of a curve having a central angle of 02° 43' 36", a radius of 2900.00 feet, a tangent of 69.02 feet and long chord bearing N 14° 04' 11" W at a distance of 138.00 feet to a 1/2-inch iron rod set for the most westerly north corner of this tract;

THENCE: into the interior of the called 24.997 acre KPG P70, LLC tract for the following eleven (11) calls:

1) S 58° 28' 20" E for a distance of 35.03 feet to a 1/2-inch iron rod set for angle,
2) N 76° 00' 33" E for a distance of 115.02 feet to a 1/2-inch iron rod set for angle,
3) N 31° 33' 33" E for a distance of 35.69 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right,
4) 50.01 feet along the arc of said curve having a central angle of 00° 42' 27", a radius of 4050.96 feet, a tangent of 25.01 feet and long chord bearing N 76° 00' 34" E at a distance of 50.01 feet to a 1/2-inch iron rod set for an interior corner of this tract and the Point of Compound Curvature,
5) 33.15 feet in a clockwise direction along the arc of a curve having a central angle of 00° 42' 27", a radius of 2685.00 feet, a tangent of 16.58 feet and long chord bearing N 12° 15' 00" W at a distance of 33.15 feet to a 1/2-inch iron rod set for an exterior corner of this tract,
6) N 78° 06' 13" E for a distance of 125.00 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right,
7) 460.26 feet along the arc of said curve having a central angle of 10° 18' 04", a radius of 2560.00 feet, a tangent of 230.75 feet and long chord bearing N 06° 44' 44" W at a distance of 459.64 feet to a 1/2-inch iron rod set for angle,
8) N 01° 35' 42" W for a distance of 79.75 feet to a 1/2-inch iron rod set for angle,
9) N 21° 48' 22" E for a distance of 53.82 feet to a 1/2-inch iron rod set for angle,
10) N 66° 06' 51" E for a distance of 247.53 feet to a 1/2-inch iron rod set for angle, and
11) N 62° 35' 03" E for a distance of 245.38 feet to a found 1/2-inch iron rod marking an angle corner of this tract, said iron rod also marking an interior corner of the called 24.997 acre KPG P70, LLC tract and an exterior corner of the called 24.995 acre KPG P70, LLC tract;

THENCE: N 62° 32' 31" E along the common line of this tract, the called 24.997 acre KPG P70, LLC tract and the called 24.995 acre KPG P70, LLC tract for a distance of 132.35 feet to the POINT OF BEGINNING and containing 13.167 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on August, 2025.



**EXHIBIT A-2**

**Description of Tract Two of Lakeside Property**

[Attached]

FIELD NOTES
5.718 ACRES

Being all that certain tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130 and the J.P. MITCHELL SURVEY, Abstract No. 179, Brazos County, Texas and being part of the called 24.997 acre tract described in the deed from Kept Property Group, LLC to KPG P70, LLC recorded in Volume 19144, Page 49 of the Official Public Records of Brazos County, Texas (O.P.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 northwest corner of the called 24.997 acre KPG P70, LLC tract, said iron rod also being in an interior south line of the called 858.0 acre Millican Land Development, LLC remainder tract recorded in Volume 14776, Page 238 (O.P.R.B.C.) and the east right-of-way line of Millican Creek Trail (based on a 100-foot width);

THENCE: S 01° 35' 42" E along the east right-of-way line of said Millican Creek Trail for a distance of 193.51 feet to a point for the northwest corner of this herein described tract and the POINT OF BEGINNING;

THENCE: into and through the called 24.997 acre KPG P70, LLC tract for the following seventeen (17) calls:

1) N 43° 24' 18" E for a distance of 35.36 feet to a point for angle,
2) N 88° 24' 18" E for a distance of 73.30 feet to the Point of Curvature of a curve to the right,
3) 68.29 feet along the arc of said curve having a central angle of 31° 18' 07", a radius of 125.00 feet, a tangent of 35.02 feet and long chord bearing S 75° 56' 38" E at a distance of 67.44 feet to the Point of Tangency,
4) S 60° 17' 35" E for a distance of 9.84 feet to a point for angle,
5) S 19° 12' 13" E for a distance of 37.68 feet to a point for angle,
6) S 70° 43' 10" E for a distance of 50.00 feet to the Point of Curvature of a curve to the right,
7) 30.33 feet along the arc of said curve having a central angle of 07° 43' 22", a radius of 225.00 feet, a tangent of 15.19 feet and long chord bearing N 23° 08' 31" E at a distance of 30.30 feet to the Point of Tangency,
8) S 62° 59' 47" E for a distance of 135.45 feet to a point for the east corner of this tract, from whence a found 1/2-inch iron rod marking an interior corner of the called 24.997 acre KPG P70, LLC tract bears N 64° 21' 25" E at a distance of 492.68 feet for reference,
9) S 21° 48' 22" W for a distance of 53.82 feet to a point for angle,
10) S 01° 35' 42" E for a distance of 79.75 feet to the Point of Curvature of a curve to the left,
11) 460.26 feet along the arc of said curve having a central angle of 10° 18' 04", a radius of 2560.00 feet, a tangent of 230.75 feet and long chord bearing S 06° 44' 44" E at a distance of 459.64 feet to a point for the southeast corner of this herein described tract,
12) S 78° 06' 13" W for a distance of 125.00 feet to a point for an interior corner of this tract,
13) S 12° 15' 00" E for a distance of 33.15 feet to a point for an exterior corner of this tract,
14) S 76° 00' 34" W for a distance of 50.01 feet to a point for angle,
15) S 31° 33' 33" W for a distance of 35.69 feet to a point for angle,
16) S 76° 00' 33" W for a distance of 115.02 feet to a point for angle, and
17) N 58° 28' 20" W for a distance of 35.03 feet to a point for the southwest corner of this tract and the Point of Curvature of a curve to the right, said point also being in the east right-of-way line of Millican Creek Trail, from whence a found 1/2-inch iron rod marking the southwest corner of the called 24.997 acre KPG P70, LLC tract bears S 14° 04' 11" E at a distance of 138.00 feet for reference;

THENCE: along the east right-of-way line of said Millican Creek Trail for the following two (2) calls:

1) 562.40 feet along the arc of said curve having a central angle of 11° 06' 41", a radius of 2900.00 feet, a tangent of 282.09 feet and long chord bearing N 07° 09' 03" W at a distance of 561.52 feet to a found 1/2-inch iron rod marking the Point of Tangency, and
2) N 01° 35' 42" W for a distance of 218.50 feet to the POINT OF BEGINNING and containing 5.718 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on August, 2025.



**EXHIBIT A-3**

**Description of Tract Three of Lakeside Property**

[Attached]

FIELD NOTES
14.091 ACRES

Being all that certain tract or parcel of land lying and being situated in the THOMAS HENRY SURVEY, Abstract No. 130 and the J.P. MITCHELL SURVEY, Abstract No. 179, Brazos County, Texas and being part of the called 24.997 acre tract described in the deed from Kept Property Group, LLC to KPG P70, LLC recorded in Volume 19144, Page 49 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), said tract also being part of the called 24.995 acre tract described in the deed from Millican Land Development, LLC to KPG P70, LLC recorded in Volume 19654, Page 1 (O.P.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 northwest corner of this herein described tract and the called 24.997 acre KPG P70, LLC tract, said iron rod also being in an interior south line of the called 858.0 acre Millican Land Development, LLC remainder tract recorded in Volume 14776, Page 238 (O.P.R.B.C.) and the east right-of-way line of Millican Creek Trail (based on a 100-foot width);

THENCE: along the common line of this tract and the called 858.0 acre Millican Land Development, LLC remainder tract for the following eleven (11) calls:

1) N 66° 17' 38" E for a distance of 1,433.51 feet to a found 1/2-inch iron rod marking the common northeast corner of this tract and the called 24.995 acre KPG P70, LLC tract,
2) S 00° 40' 01" E for a distance of 30.11 feet to a found 1/2-inch iron rod marking an angle point of this tract,
3) S 36° 23' 11" E for a distance of 65.57 feet to a found 1/2-inch iron rod marking an angle point of this tract,
4) S 00° 43' 00" W for a distance of 54.52 feet to a found 1/2-inch iron rod marking an angle point of this tract,
5) S 22° 53' 34" E for a distance of 47.34 feet to a found 1/2-inch iron rod marking an angle point of this tract,
6) S 00° 07' 04" E for a distance of 71.19 feet to a found 1/2-inch iron rod marking an angle point of this tract,
7) S 24° 53' 32" W for a distance of 123.19 feet to a found 1/2-inch iron rod marking an angle point of this tract,
8) S 69° 01' 17" W for a distance of 50.34 feet to a found 1/2-inch iron rod marking an angle point of this tract,
9) S 03° 17' 53" W for a distance of 223.55 feet to a found 1/2-inch iron rod marking an angle point of this tract,
10) S 42° 43' 56" E for a distance of 162.80 feet to a found 1/2-inch iron rod marking an angle point of this tract, and
11) S 03° 33' 47" E for a distance of 138.08 feet to a found 1/2-inch iron rod marking the southeast corner of this tract;

THENCE: N 76° 20' 56" W into and through the called 24.995 acre KPG P70, LLC tract for a distance of 221.47 feet to a found 1/2-inch iron rod marking an angle point of this tract, said iron rod also marking the east corner of the called 24.997 acre KPG P70, LLC tract and an angle point of the called 24.995 acre KPG P70, LLC tract;

THENCE: N 53° 54' 52" W along the common line of this tract, the called 24.995 acre KPG P70, LLC tract and the called 24.997 acre KPG P70, LLC tract for a distance of 127.20 feet to a point for angle;

THENCE: into the interior of the called 24.997 acre KPG P70, LLC tract for the following three (3) calls:

1) S 75° 27' 06" W for a distance of 18.98 feet to a point for angle,
2) N 52° 47' 36" W for a distance of 50.07 feet to a point for angle, and
3) N 27° 24' 57" W for a distance of 152.17 feet to a point for an interior corner of this tract;

THENCE: S 62° 32' 31" W along the common line of this tract, the called 24.995 acre KPG P70, LLC tract and the called 24.997 acre KPG P70, LLC tract for a distance of 132.35 feet to a found 1/2-inch iron rod marking an angle point of this tract, said iron rod also marking a common corner of the called 24.995 acre KPG P70, LLC tract and the called 24.997 acre KPG P70, LLC tract;

THENCE: into and through the called 24.997 acre KPG P70, LLC tract for the following nine (9) calls:

1) S 62° 35' 03" W for a distance of 245.38 feet to a point for angle,
2) S 66° 06' 51" W for a distance of 247.53 feet to a point for angle,
3) N 62° 59' 47" W for a distance of 135.45 feet to the Point of Curvature of a curve to the left,
4) 30.33 feet along the arc of said curve having a central angle of 07° 43' 22", a radius of 225.00 feet, a tangent of 15.19 feet and long chord bearing S 23° 08' 31" W at a distance of 30.30 feet to the Point of Tangency,
5) N 70° 43' 10" W for a distance of 50.00 feet to a point for angle,
6) N 19° 12' 13" W for a distance of 37.68 feet to the Point of Curvature of a curve to the left,
7) 78.16 feet along the arc of said curve having a central angle of 34° 48' 26", a radius of 128.66 feet, a tangent of 40.33 feet and long chord bearing N 73° 58' 02" W at a distance of 76.97 feet to the Point of Tangency,
8) S 88° 24' 18" W for a distance of 73.30 feet to a point for angle, and
9) S 43° 24' 18" W for a distance of 35.36 feet to a point for the most westerly south corner of this tract, said iron rod also being in the east right-of-way line of said Millican Creek Trail;

THENCE: N 01° 35' 42" W along the east right-of-way line of said Millican Creek Trail for a distance of 193.51 feet to the POINT OF BEGINNING and containing 14.091 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on August, 2025.



**Brazos County**
**Karen McQueen**
**County Clerk**

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**Instrument Number:** 1597003
Volume : 20813

ERecordings - Real Property

Recorded On: September 14, 2026 04:20 PM

Number of Pages: 52

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

Total Recording: $229.00

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********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

| **File Information:** | | **Record and Return To:** |
|---|---|---|
| Document Number: | 1597003 | Simplifile |
| Receipt Number: | 20260914000147 | 5072 NORTH 300 WEST |
| Recorded Date/Time: | September 14, 2026 04:20 PM | |
| User: | Victoria L | PROVO UT 84604 |
| Station: | Victoria Limon | |

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STATE OF TEXAS
COUNTY OF BRAZOS

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.**

Karen McQueen
County Clerk
Brazos County, TX