



**GREENS PRAIRIE  
RESERVE**

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE**

**SECTION 3, PHASE 301**

STATE OF TEXAS  
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 11-23-2021 AM



*Karen McQueen*  
County Clerk,  
Brazos County, Texas

After Recording, Return To:

Lisa L. Gambrell  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE  
SECTION 3, PHASE 301**

STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZOS,           §

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 3, Phase 301 ("Supplemental Amendment") is made by OGC CNO JV, LLC, a Texas limited liability company (the "Declarant").

**WITNESSETH:**

WHEREAS, the Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, which is recorded under Clerk's File No. 1364753 in the Official Public Records of Brazos County, Texas, as same has been or may be amended and supplemented from time to time (the "Declaration"); and

WHEREAS, pursuant to Article III of the Declaration, the Declarant reserved the exclusive right to annex any or all of the Eligible Property described on Exhibit "A" of the Declaration into Greens Prairie Reserve and subject said property to the Declaration and to the jurisdiction of the Greens Prairie Reserve Community Association, Inc. (the "Association"); and

WHEREAS, pursuant to the terms of Article III of the Declaration, the Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the unique character and intended use of such annexed real property; and

WHEREAS, the Declarant is the owner of certain real property, as shown on the map or plat thereof, recorded under Document Number 2021-1453371, Volume - Page 17527 - 99 in the Official Public Records of Brazos County, Texas (hereinafter "Section 3, Phase 301"); and

WHEREAS, Section 3, Phase 301 is part of the Eligible Property described on Exhibit "A" of the Declaration; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

NOW, THEREFORE, pursuant to the powers retained by the Declarant in the Declaration, the Declarant hereby annexes Section 3, Phase 301 into Greens Prairie Reserve. Section 3, Phase 301 shall hereinafter carry with it all the rights, privileges and obligations granted to the Property initially encumbered by the Declaration, including but not limited to the right to be annexed, and

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is hereby annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Section 3, Phase 301 shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including but not limited to the Declaration and this Supplemental Amendment.

Pursuant to the powers retained by the Declarant in the Declaration, the Declarant hereby designates, declares, adopts, establishes, and imposes the following supplemental restrictions for Section 3, Phase 301:

**1. Square Footage Requirements**

The square footage requirements for Dwellings within Section 3, Phase 301, which shall not include porches, garages or non-air conditioned areas, are as follows:

LOTS 1 – 30 BLOCK 57 1,800 minimum square feet – 2,700 maximum square feet\*

\* The ARC shall have the discretion to make administrative adjustments to the foregoing square footage of plus or minus ten percent (10%) without the requirement of a formal variance to be issued and recorded as set forth in the Declaration.

**2. Building Setbacks**


The minimum setback requirements for Lots within Section 3, Phase 301 shall be as follows:

- Front building setback of 15' from the front property line
- Rear first floor building setback of 7.5' from rear property line
- Rear second floor building setback of 20' from rear property line
- Side building setbacks of 5' from the side Lot line
- Corner side building setback of 7.5' from the corner side Lot line
- Garage face setback 20' from the property line parallel to garage face

The foregoing side setbacks shall apply to structures and improvements that are above grade and shall not apply to flatwork.

**3. Private Right-of-Way**

Owners are hereby advised that there exists within Section 3, Phase 301, Restricted Reserve "D", currently restricted in its use to private right-of-way, private streets, sidewalks, drainage, public utilities, Bryan Texas Utilities and fiber optic easement and access, public utility easement and public access easement (collectively referred to as the "Private ROW"). The Private ROW is

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currently planned to be private, dedicated or to be dedicated to the Association for the use of the Owners, Occupants, and authorized guests and public service providers of Section 3, Phase 301, and maintained by the Association. Owners of Lots within Section 3, Phase 301 are advised that they have a continued and ongoing obligation to pay a Neighborhood Assessment, as set forth in detail hereinafter, that will cover, in part, the costs for maintenance, repair and replacement of the Private ROW within Section 3, Phase 301. The Neighborhood Assessment shall be in addition to, not in lieu of, the Assessments established in the Declaration. Owners are hereby advised that the Private Streets may be dedicated to the public, any municipal body or public authority in the future and should such dedication occur, the gate(s) will be removed and the obligation to pay a Neighborhood Assessment shall terminate with no further action required by the Association.


Owners are hereby advised that the City of College Station will adopt an ordinance to restrict street parking. Declarant hereby reserves for itself the right to grant additional ingress and egress easements over any such Private ROW within Section 3, Phase 301 without the joinder of any Owners or any other parties.

Declarant hereby grants and reserves for itself, the Association, and for the benefit of the Owners and Occupants of Lots within Section 3, Phase 301, a non-exclusive and perpetual easement for the purpose of vehicular and pedestrian ingress and egress over any private streets and/or sidewalks that may exist within Section 3, Phase 301. This easement is for the benefit of and appurtenant to each Lot within Section 3, Phase 301 and shall run with the land. Each Owner of a Lot within Section 3, Phase 301 shall have the right to use such private streets and sidewalks in a manner that does not unreasonably interfere with or prevent the use thereof by any other Owner or any other party which may have the right to use same pursuant to the terms hereof.

Each Owner of a Lot in Section 3, Phase 301 hereby grants to Declarant and to the Association (as well as public utility providers, as applicable), and the designees of each, an easement across the Private ROW for the maintenance, repair, or replacement of the Private ROW, and related improvements, provided that such easement shall not in any event extend into or beyond the foundation or exterior walls of any Dwelling or garage. After maintenance, repair or replacement of the Private ROW, and related improvements, the entity exercising this easement shall return the Lots to their condition prior to the maintenance, repair or replacement, at the entity's expense.

Declarant hereby grants to the City of College Station, its employees, agents and representatives, permission and a right of full access to Section 3, Phase 301, for the purpose of conducting official business in accordance with applicable rules and regulations, including, without limitation, the authority to remove obstructions when deemed necessary and appropriate, without liability to Declarant, the Association, or any other party.

The access easement created herein is subject to the right of the Association to operate and maintain any entry gates, as applicable, as a controlled access system which requires a condition of entry such as identification cards, passes, keys, or similar devices as may be established from time to time by the Board. During the Development Period, the entry gates may remain open on a full-time or part-time basis at the Board's sole discretion in order to facilitate home sales and the

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buildout of the Property. The access easement hereby created is further subject to the right of the Board to promulgate rules and regulations regarding access to and use of the Private ROW.

**4. Neighborhood Facilities, Association Maintenance Services, Assessments and Lien**

**a. Neighborhood Facilities:**

Owners are hereby given notice that any and all Private ROW, Common Areas (including improvements thereon, save and except Common Areas A and B noted hereinafter), Community Fencing, trails, streetlights, mailbox clusters, access gates and associated equipment located within Section 3, Phase 301 shall constitute "Neighborhood Facilities". By way of illustration and not limitation, it is anticipated that the Neighborhood Facilities shall include all real and personal property within Section 3, Phase 301 that is not included within a platted Lot. The streetlights and gate operators within Section 3, Phase 301 will be separately metered, and the costs associated with the operation and maintenance of these streetlights shall be covered by the Neighborhood Assessment as set forth hereinafter. The Neighborhood Facilities shall be maintained, repaired and replaced, as needed, by the Association, the cost of which shall be covered by the Neighborhood Assessment, as set forth hereinafter. The Association shall have sole discretion to determine whether maintenance, repairs or replacement of the Neighborhood Facilities is to be performed.

**b. Association Maintenance Services:**

Subject to the provisions set forth below, the Association will provide the following maintenance services on the Lots within Section 3, Phase 301 (collectively referred to as the "Association Maintenance Services"):

- (1) **Lawncare:** Consists of mowing, edging, and chemical treatment (which may include but is not limited to fertilization, herbicides, pesticides, and fungicides). The Association has no obligation to replace diseased or dead grass due to an Owner's or Occupant's interference with the Lawncare (such interference to be determined at the Board's sole discretion), whether such interference occurs via an Owner's or Occupant's (i) failure to provide access to fenced portions of the yard, or (ii) application of additional chemical treatments, failure to water or excessive water or other treatments in addition to the Lawncare provided for herein.
- (2) **Planter Bed Care:** Consists of providing fresh mulch annually and the annual planting of flowers in the planter bed(s). The Association has no obligation to replace mulch or diseased or dead flowers due to an Owner's or Occupant's interference with the Planter Bed Care (such interference to be determined at the Board's sole discretion), whether such interference occurs via an Owner's or Occupant's (i) failure to provide access to fenced portions of the yard, (ii) removal of mulch, or (iii) application of additional chemical treatments, failure to water or excessive water or other treatments in addition to the Planter Bed Care provided for herein.

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(3) Irrigation and Irrigation System Maintenance: Consists of providing the maintenance, repair and replacement of various components comprising irrigation systems on the Lots within Section 3, Phase 301, the scope of such components to be determined at the Board's sole discretion.

- a. Notwithstanding the foregoing, each Lot within Section 3, Phase 301, will have a separately metered irrigation system and separate controller, and the costs for such irrigation will be paid for directly by each Lot Owner. Any alterations to the irrigation system that are necessary due to an Owner's request to modify their Lot will be performed by the Association or its designees, the cost for which will be charged to Owner's Assessment account and supported by the lien created in the Declaration. Under no circumstances will an Owner circumvent the Association and have any such alterations performed to the irrigation system on his or her Lot, and any such unauthorized alteration shall be considered an incurable Deed Restriction Violation, will void any warranty to the irrigation system, and the Owner shall be responsible for all charges and fees associated with any such unauthorized alterations.

The Association and its designees are hereby granted a perpetual, non-exclusive easement to the extent necessary for the right to enter upon the Lots within Section 3, Phase 301 for the performance of the Maintenance Services authorized in this Supplemental Amendment. Said easement shall be over, across, under, and upon the Lots within Section 3, Phase 301.

The costs associated with the Association Maintenance Services shall be covered by the Neighborhood Assessment, as set forth hereinafter. Notwithstanding anything to the contrary in the Declaration, the Board shall at all times have the ultimate and sole discretion in determining whether the Association Maintenance Services will be provided for the Lots within Section 3, Phase 301 and may opt to provide lesser or no such services. In the event that lesser or no maintenance services are provided to the Lots within Section 3, Phase 301, the Neighborhood Assessment set forth below will be adjusted accordingly.


After the expiration of the Development Period, upon written petition of the Owners of at least 67% of the Lots within Section 3, Phase 301, the Board may opt to provide greater or lesser maintenance services than those Association Maintenance Services set forth above. Provided, however, the Board has the ultimate discretion to determine whether the Association will reduce any of the Association Maintenance Services set forth above or offer any additional services pursuant to any such petition. In the event the maintenance services are increased or decreased by the Association pursuant to a petition, such adjusted maintenance services and the adjusted Neighborhood Assessment shall be set forth in a Board Resolution and recorded in the Official Public Records of Brazos County, Texas.

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c. Liability, Cost and Approval:

THE ASSOCIATION, ITS AGENTS, CONTRACTORS AND/OR DESIGNEES SHALL BE AUTHORIZED TO ENTER UPON THE LOTS WITHIN SECTION 3, PHASE 301 TO CONDUCT THE MAINTENANCE SERVICES, AND NO SUCH ENTITY SHALL BE LIABLE, AND ARE EXPRESSLY RELIEVED FROM ANY LIABILITY, FOR TRESPASS. THE ASSOCIATION, INCLUDING ITS OFFICERS AND DIRECTORS, SHALL NOT BE LIABLE FOR ANY TORT OR DAMAGES IN CONNECTION WITH THE PERFORMANCE OF THE MAINTENANCE SERVICES AND/OR OTHER WORK AUTHORIZED HEREIN AND THE DEDICATORY INSTRUMENTS, NOR IN ANY WAY SHALL THE ASSOCIATION, INCLUDING ITS RESPECTIVE OFFICERS AND DIRECTORS, BE LIABLE FOR ANY ACCOUNTING OR OTHER CLAIM FOR SUCH ACTION.

OWNERS OF LOTS WITHIN SECTION 3, PHASE 301, HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE ASSOCIATION, INCLUDING ITS OFFICERS AND DIRECTORS, ARISING OUT OF OR RELATING TO THE MAINTENANCE SERVICES, WHETHER ARISING OUT OF OR RELATING TO THE ASSOCIATION'S OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS, OR IS ALLEGED TO BE, THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM. OWNERS OF LOTS WITHIN SECTION 3, PHASE 301 SHALL NOT COMMENCE OR MAINTAIN ANY CLAIMS OR ACTIONS AGAINST THE ASSOCIATION OR ITS OFFICERS OR DIRECTORS FOR ANY SUCH CLAIMS, AND OWNERS OF LOTS WITHIN SECTION 3, PHASE 301 FOREVER RELEASE AND DISCHARGE THE ASSOCIATION, INCLUDING ITS OFFICERS AND DIRECTORS, FROM LIABILITY UNDER ANY SUCH CLAIMS.

d. Neighborhood Assessment:

Pursuant to the authority established in the Declaration, a Neighborhood Assessment is hereby created to cover the costs associated with the Neighborhood Facilities and Association Maintenance Services (if any). The Neighborhood Assessment shall be in addition to, not in lieu of, the Assessments established in the Declaration. The Neighborhood Assessment will also cover any and all costs associated with a reserve fund (to be established at the Board's discretion) and attorney's fees, late fees, interest and costs as they may relate to Section 3, Phase 301. The Neighborhood Assessment shall be a charge and continuing lien in favor of the Association upon the Lot against which the Neighborhood Assessment is made. The Neighborhood Assessment is an "Assessment" as defined in the Declaration and the lien and methods of collecting and enforcing the Neighborhood Assessment are as set forth in the Declaration.

By way of illustration and not limitation, the Neighborhood Assessment may cover the costs associated with the following:

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<b>NEIGHBORHOOD ASSESSMENT</b>
Association Maintenance Services (as defined above)
Neighborhood Facilities (as defined above)
Reserve Fund
Attorney's Fees, Late Fees, Interest and Costs

i. Rate:

The initial Neighborhood Assessment established for all Lots within Section 3, Phase 301 is \$2,200.00 per Lot, per year. Provided, however, Declarant shall not be obligated to pay the Neighborhood Assessment.

ii. Commencement:



For purposes of calculation, the initial Neighborhood Assessment for a Lot within Section 3, Phase 301 shall commence on the date of closing. Neighborhood Assessments shall be due in advance on January 1<sup>st</sup> for the coming year and shall be delinquent if not paid in full as of January 31<sup>st</sup> of each year.

iii. Proration:

An Owner's initial Neighborhood Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the commencement date described above. The Neighborhood Assessment for any year after the first year shall be due and payable on the first day of January. Any Owner who purchases a Lot or Lots after the first day of January in any year shall be personally responsible for a pro-rated assessment amount for that year.

iv. Levying:

The Board shall determine the sufficiency or insufficiency of the then-current Neighborhood Assessment to reasonably meet the expenses for providing services and capital improvements in Section 3, Phase 301 and may, at its sole discretion and without a vote by the Members, increase the Neighborhood Assessment in an amount up to twenty percent (20%) annually. The Neighborhood Assessment may only be increased by more than twenty percent (20%) annually if such increase is approved by Members in Good Standing who represent a majority of the Lots in Section 3, Phase 301, in person or by proxy, at a meeting called for said purpose at which a quorum is present in person or by proxy.

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5. Notices

a. Section 3, Phase 301 Resident Advisory Committee

Owners of Lots within Section 3, Phase 301 are hereby advised that a Section 3, Phase 301 resident advisory committee ("Committee") may be created pursuant to the authority set forth in the Bylaws recorded under Clerk's File Number 1366291 in the Official Public Records of Brazos County, Texas. Among other purposes as may be determined by the Board in its discretion, the Committee may serve as a liaison from the residents within Section 3, Phase 301 to the Board in order to provide input to the Board with respect to suggestions or concerns as to any matter concerning Section 3, Phase 301. The Committee will be encouraged to attend meetings of the Board while not in executive session and may make recommendations to the Board.

b. Common Areas in Section 3, Phase 301

Owners of Lots within Section 3, Phase 301 are hereby advised that the following Common Areas exist within Section 3, Phase 301 (collectively, the "Common Areas"):

COMMON AREA	USAGE
A	Trail, Drainage, Utilities, BTU/FO Utilities & Access, Open Space
B	Trail, Drainage, Utilities, BTU/FO Utilities & Access, Open Space
C	Trail, Drainage, Utilities, BTU/FO Utilities & Access, Open Space
D	Private ROW, Private Street, Sidewalks, Drainage, Public Utilities, BTU/FO Utilities & Access, Public Utility Easement and Public Access Easement

Common Areas "A", "B" and "C" are also considered Preservation Areas as set forth on the Section 3, Phase 301 plat and described in detail in the Declaration.

Owners of Lots within Section 3, Phase 301 are hereby advised that Common Areas "A" and "B" will be maintained by the Association and any and all costs associated with such maintenance shall not be covered by the Neighborhood Assessment set forth herein, but rather, shall be covered by the Annual Assessments charged to all Lots within the Greens Prairie Reserve development. Owners and Occupants hereby agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Common Areas and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Common Areas. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and/or property, and further acknowledges that the Association, its directors, officers, managers,

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agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, and/or any future change in use of the Common Areas.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any incidental noise, lighting, odors, parking, visibility and/or traffic, which may occur in the operation of the Common Areas. There is further reserved for the Declarant, the Association and/or their designees an easement to the extent necessary over portions of Lots located adjacent to the Common Areas for overspray of water and any products used to control insects and/or vegetation within the Common Areas.

The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the Common Areas and shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Common Areas.

Owners and Occupants of Lots that are in close proximity to or abutting the Common Areas shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Common Areas. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the Common Areas to its condition immediately prior to said infiltration.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of the Common Areas for the irrigation of the Common Areas, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section shall be superior to any rights of the Association.

**c. Parkland Areas in Section 3, Phase 301**

Owners of Lots within Section 3, Phase 301 are advised that there exists City Parkland Area "A", restricted in its use to Parkland, as shown on the Parkland Dedication Table on the Section 3, Phase 301 Plat ("Parkland Area"). The Parkland Area may be maintained by the Association and any costs associated with such maintenance performed by the Association or its designees shall not be covered by the Neighborhood Assessment set forth herein, but rather, shall be covered by the Annual Assessments charged to all Lots within the Greens Prairie Reserve development. Owners and Occupants of Lots within Section 3, Phase 301 hereby agree to hold harmless the Declarant and the Association, including their directors and officers, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Parkland Area and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Parkland Area. Each Owner and Occupant acknowledges and understands that the Association, its directors and officers, and the Declarant are not insurers and that each Owner and Occupant assumes all risks

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CLERK

Karen McQueen  
CLERK



for loss or damage to persons and/or property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to safety, any use, and/or any future change in use of the Parkland Area.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any incidental noise, lighting, odors, parking, visibility and/or traffic, which may occur in the operation of the Parkland Area. There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Lots in Section 3, Phase 301 located adjacent to the Parkland Area.

The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the Parkland Area and shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Parkland Area within Section 3, Phase 301.

Owners and Occupants of Lots that are in close proximity to or abutting the Parkland Area shall take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Parkland Area. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association, its directors and officers, for all costs of clean up and remediation necessary to restore the Parkland Area to its condition immediately prior to said infiltration.

AS REQUIRED BY THE UDO, AND TO THE EXTENT PERMITTED BY LAW, THE ASSOCIATION HEREBY INDEMNIFIES, DEFENDS AND HOLDS HARMLESS THE CITY OF COLLEGE STATION AND ITS OFFICIALS, AGENTS, EMPLOYEES AND CONTRACTORS (COLLECTIVELY THE "INDEMNITEES") FROM AND AGAINST ANY LOSS, LIABILITY, DEMAND, DAMAGE, JUDGMENT, SUIT, CLAIM DEFICIENCY, INTEREST, FEE CHARGE, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION, INTEREST, COURT COST AND PENALTIES, REASONABLE ATTORNEY'S FEES AND DISBURSEMENT AND AMOUNTS PAID IN SETTLEMENT OR LIABILITIES RESULTING FROM ANY CHARGE IN FEDERAL, STATE OR LOCAL LAW OR REGULATION OR INTERPRETATION HEREOF) OF WHATEVER NATURE (COLLECTIVELY A "CLAIM"), EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE CITY'S NEGLIGENCE OR THE JOINT OR CONCURRING NEGLIGENCE OF THE CITY, WHICH MAY RESULT OR TO WHICH THE INDEMNITEES MAY SUSTAIN, SUFFER, INCUR OR BECOME SUBJECT TO IN CONNECTION WITH OR ARISING OUT OF THE MAINTENANCE, REPAIR, USE OF THE COMMON AREA, OR ANY ACTIVITY DIRECTLY CONNECTED THERETO. PROVIDED HOWEVER, THE INDEMNITY GRANTED HEREIN SHALL IN NO INSTANCE EXCEED THE AMOUNT OF INSURANCE PROCEEDS AVAILABLE TO THE ASSOCIATION RELATED TO ANY SUCH CLAIM.

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6. Community Fences

Community Fences will be constructed on or adjacent to those portions of Lots 1 and 30, Block 57, Section 3, Phase 301, common to Common Areas "A" and "C", respectively, and Lot 30, Block 57, Section 3, Phase 301, common to Parkland Dedication "A". Such Lots shall be considered Adjacent Lots and shall be subject to the provisions of the Declaration pertaining to Community Fences (as those terms are defined in the Declaration). The Declarant, the Association and/or the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair and/or replacement of the Community Fences, as more particularly described in the Declaration. Save and except the fencing noted above, all other fencing located upon the Lots within Section 3, Phase 301 shall be maintained, repaired and replaced in accordance with the Dedicatory Instruments.

This Supplemental Amendment may only be amended as provided in Article XVI of the Declaration.

[SIGNATURE PAGES FOLLOW]

STATE OF TEXAS  
COUNTY OF BRAZOS  
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Thereby certify on

11-23-2021 AM



*[Handwritten Signature]*  
County Clerk  
Brazos County, Texas

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 3, Phase 301, is executed as of the 23rd day of November, 2021.

**DECLARANT:**

OGC CNO JV, LLC, a Texas limited liability company

By: OGC Greens Prairie Investors, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Print Name: Casey M. Oldham  
Title: Manager

STATE OF TEXAS  
COUNTY OF BRAZOS

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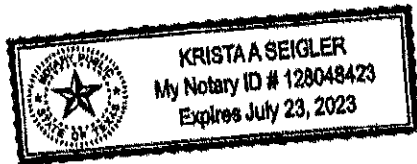


Krista A. Seigler  
County Clerk  
Brazos County, Texas

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

BEFORE ME, the undersigned authority, on this day personally appeared Casey M. Oldham, the manager of OGC Greens Prairie Investors, LLC, a Texas limited liability company, the Agent of OGC CNO JV, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of November, 2021.



Krista A. Seigler  
Notary Public - State of Texas



**Brazos County  
Karen McQueen  
County Clerk**

**Instrument Number: 1453666  
Volume : 17534**

**Real Property Recordings**

**Recorded On: November 23, 2021 12:26 PM**

**Number of Pages: 14**

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

**Total Recording: \$74.00**

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

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

**File Information:**

Document Number: 1453666  
Receipt Number: 20211123000081  
Recorded Date/Time: November 23, 2021 12:26 PM  
User: Amber M  
Station: CCLERK06

**Record and Return To:**

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2800 POST OAK BLVD., 5TH FLOOR  
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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



**GREENS PRAIRIE**  
RESERVE

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE**

**SECTION 1, PHASE 106**

After Recording, Return To:

Lisa L. Gambrell  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE  
SECTION 1, PHASE 106**

STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZOS           §

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 1, Phase 106 (“Supplemental Amendment”) is made by OGC CNO JV, LLC, a Texas limited liability company (the “Declarant”).

**WITNESSETH:**

WHEREAS, the Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, which is recorded under Clerk’s File No. 1364753 in the Official Public Records of Brazos County, Texas, as same has been or may be amended and supplemented from time to time (the “Declaration”); and

WHEREAS, pursuant to Article III of the Declaration, the Declarant reserved the exclusive right to annex any or all of the Eligible Property described on Exhibit “A” of the Declaration into Greens Prairie Reserve and subject said property to the Declaration and to the jurisdiction of the Greens Prairie Reserve Community Association, Inc. (the “Association”); and

WHEREAS, pursuant to the terms of Article III of the Declaration, the Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the unique character and intended use of such annexed real property; and

WHEREAS, the Declarant is the owner of certain real property, as shown on the map or plat thereof, recorded under Document Number 2022 - 1468295, Volume – Page 17879 - 230, in the Official Public Records of Brazos County, Texas (hereinafter “Section 1, Phase 106”); and

WHEREAS, Section 1, Phase 106 is part of the Eligible Property described on Exhibit “A” of the Declaration; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

NOW, THEREFORE, pursuant to the powers retained by the Declarant in the Declaration, the Declarant hereby annexes Section 1, Phase 106 into Greens Prairie Reserve. Section 1, Phase 106 shall hereinafter carry with it all the rights, privileges and obligations granted to the Property initially encumbered by the Declaration, including but not limited to the right to be annexed, and



is hereby annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Section 1, Phase 106 shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including but not limited to the Declaration and this Supplemental Amendment.

Pursuant to the powers retained by the Declarant in the Declaration, the Declarant hereby designates, declares, adopts, establishes, and imposes the following supplemental restrictions for Phase 1:

**1. Square Footage Requirements**

The square footage requirements for Dwellings within Section 1, Phase 106, which shall not include porches, garages or non-air conditioned areas, are as follows:

LOTS 1 – 18 BLOCK 8 3,400 minimum square feet – no maximum square feet\*

\* The ARC shall have the discretion to make administrative adjustments to the foregoing minimum square footage of plus or minus ten percent (10%) without the requirement of a formal variance to be issued and recorded as set forth in the Declaration.

**2. Building Setbacks**

The minimum setbacks for Lots within Section 1, Phase 106 shall be as follows:

- Front building setback of 15' from the front property line
- Rear first floor building setback of 7.5' from rear property line
- Rear second floor building setback of 20' from rear property line
- Interior side building setback of 15' from the interior side Lot line
- Corner side building setback of 20' from corner side Lot line

The foregoing setbacks shall apply to structures and improvements that are above grade and shall not apply to flatwork.

**3. Notices**

**a. Common Areas in Section 1, Phase 106**

Owners of Lots within Section 1, Phase 106 are hereby advised that the following Common Areas exist within Section 1, Phase 106 (collectively, the "Common Areas"):

COMMON AREA	USAGE
A	Utilities, BTU/FO Utilities & Access, Open Space
B	Trail, Drainage, Public Utilities, BTU/FO Utilities & Access, Open Space
C	Drainage, Public Utilities, BTU/FO Utilities & Access, Open Space
D	Trail, Drainage, Public Utilities, BTU/FO Utilities & Access, Open Space
E	Drainage, Utilities, BTU/FO Utilities & Access, Open Space

Common Areas "A", "B", "C", "D" and "E" are also considered Preservation Areas as set forth on the Section 1, Phase 106 plat and described in detail in the Declaration.

Owners and Occupants hereby agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Common Areas and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Common Areas. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and/or property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, and/or any future change in use of the Common Areas.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any incidental noise, lighting, odors, parking, visibility and/or traffic, which may occur in the operation of the Common Areas. There is further reserved for the Declarant, the Association and/or their designees an easement to the extent necessary over portions of Lots located in close proximity to the Common Areas for overspray of water and any products used to control insects and/or vegetation within the Common Areas.

The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the Common Areas and shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Common Areas.

Owners and Occupants of Lots that are in close proximity to or abutting the Common Areas shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Common Areas. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the

Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the Common Areas to its condition immediately prior to said infiltration.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of the Common Areas for the irrigation of the Common Areas, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section shall be superior to any rights of the Association.

**b. Detention**

Owners of Lots within Section 1, Phase 106 are advised that there exists to the east of Section 1, Phase 106, outside the platted area, a detention area as more particularly described on the Section 1, Phase 102 plat recorded under Volume 15445, Page 141 in the Official Public Records of Brazos County, Texas ("Detention Area"). One or more fountains have been or may be installed in the Detention Area, and the defined term of "Detention Area" as used herein includes any such fountains. Owners are hereby advised that there may be potentially dangerous conditions that may exist near or around the Detention Area such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, standing water, erosion and/or instability of natural topography, insects, reptiles, and/or animals. It is possible for some or all of these conditions to extend into the Lots within Section 1, Phase 106.

Owners and Occupants hereby agree to hold harmless the Declarant and the Association, including their directors and officers, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Detention Area and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Detention Area. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and/or property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, safety, any use, and/or any future change in use of the Detention Area.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any incidental noise, water level variances, lighting, odors, parking, visibility and/or traffic, which may occur in the normal operation of the Detention Area. There is further reserved for the Declarant, the Association and/or their designees an easement to the extent necessary over portions of Lots located in close proximity to the Detention Area for water and/or overspray of any products used to control vegetation within the Detention Area. Owners and Occupants of Lots that are in close proximity to or abutting the Detention Area shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Detention Area. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association, its directors and officers, for all

costs of clean up and remediation necessary to restore the Detention Area to their condition immediately prior to said infiltration.

**c. Adjacent Land**

Owners are advised that there exists to the south of Section 1, Phase 106, outside the platted area, land that is not owned by the Declarant or the Association, as more particularly described on the Section 1, Phase 106 plat ("Adjacent Land"). Owners hereby agree to hold harmless the Declarant and the Association, including their officers and directors, and release them from any liability for the existence of, any operations or construction thereon, and/or any maintenance associated with such Adjacent Land and agree to indemnify each of such released parties from any liability arising out of or related to such Owner's proximity to the Adjacent Land. Owners further grant an easement to the Declarant and the Association for any incidental noise, odors, lighting, parking, and/or visibility of such Adjacent Land and/or traffic which may occur due to the existence of any of the Adjacent Land. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to safety, use, and/or any future change in use of such Adjacent Land. Owners whose Lots are in close proximity to or abutting the Adjacent Land shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Adjacent Land. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Adjacent Land to its condition immediately prior to said infiltration.

**4. Community Fences**

Community Fences will be constructed on or adjacent to those portions of Lots 1 and 18, Block 8, Section 1, Phase 106, common to Common Area "A" and a portion of Common Area "E", respectively, facing Lantana Way and returning along Storyteller Ct. Such Lots shall be considered Adjacent Lots and shall be subject to the provisions of the Declaration pertaining to Community Fences (as those terms are defined in the Declaration). The Declarant, the Association and/or the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair and/or replacement of the Community Fences, as more particularly described in the Declaration. Save and except the fencing noted above, all other fencing located upon the Lots within Section 1, Phase 106 shall be maintained, repaired and replaced in accordance with the Dedicatory Instruments.

This Supplemental Amendment may only be amended as provided in Article XVI of the Declaration.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 1, Phase 106, is executed as of the 19<sup>th</sup> day of April, 2022.

**DECLARANT:**

OGC CNO JV, LLC, a Texas limited liability company

By: OGC Greens Prairie Investors, LLC, a Texas limited liability company

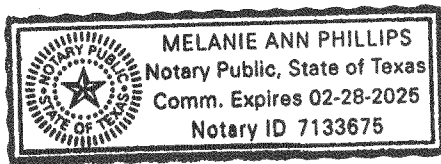
By: *R. Hunter Goodwin*  
Print Name: R. Hunter Goodwin  
Title: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

BEFORE ME, the undersigned authority, on this day personally appeared R. Hunter Goodwin, the manager of OGC Greens Prairie Investors, LLC, a Texas limited liability company, the Agent of OGC CNO JV, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19<sup>th</sup> day of April, 2022.

*Melanie Ann Phillips*  
Notary Public – State of Texas



**Brazos County  
Karen McQueen  
County Clerk**

---

**Instrument Number:** 1468560

Volume : 17886

ERecordings - Real Property

Recorded On: April 20, 2022 04:02 PM

Number of Pages: 8

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

Total Recording: \$54.00

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

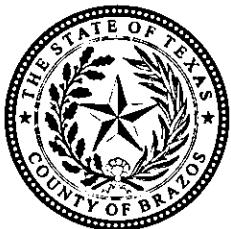
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1468560  
Receipt Number: 20220420000119  
Recorded Date/Time: April 20, 2022 04:02 PM  
User: Susie C  
Station: CCLERK01

**Record and Return To:**

eRecording Partners



STATE OF TEXAS  
COUNTY OF BRAZOS

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

Karen McQueen  
County Clerk  
Brazos County, TX



**GREENS PRAIRIE  
RESERVE**

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE**

**SECTION 1, PHASE 104**

After Recording, Return To:

Lisa L. Gambrell  
Isabella L. Vickers  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE  
SECTION 1, PHASE 104**

STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZOS           §

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 1, Phase 104 (“Supplemental Amendment”) is made by OGC CNO JV, LLC, a Texas limited liability company (“Declarant”).

**WITNESSETH:**

WHEREAS, the Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, which is recorded under Clerk’s File No. 1364753 in the Official Public Records of Brazos County, Texas, as same has been or may be amended and supplemented from time to time (“Declaration”); and

WHEREAS, pursuant to Article III of the Declaration, the Declarant reserved the exclusive right to annex any or all of the Eligible Property described on Exhibit “A” of the Declaration into Greens Prairie Reserve and to subject said property to the Declaration and to the jurisdiction of the Greens Prairie Reserve Community Association, Inc. (the “Association”); and

WHEREAS, pursuant to the terms of Article III of the Declaration, the Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character and/or intended use of such annexed real property; and

WHEREAS, the Declarant is the owner of certain real property, as shown on the map or plat thereof, recorded under Document Number 2022-1472049, Volume – Page 17965 - 2, in the Official Public Records of Brazos County, Texas (hereinafter “Section 1, Phase 104”); and

WHEREAS, Section 1, Phase 104 is part of the Eligible Property described on Exhibit “A” of the Declaration; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

NOW, THEREFORE, pursuant to the powers retained by the Declarant in the Declaration, the Declarant hereby annexes Section 1, Phase 104 into Greens Prairie Reserve. Section 1, Phase 104 shall hereinafter carry with it all the rights, privileges and obligations granted to the Property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is hereby annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Section 1, Phase 104 shall be held, transferred, sold, conveyed,



used and occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including, but not limited to, the Declaration and this Supplemental Amendment.

Pursuant to the powers retained by the Declarant in the Declaration, the Declarant hereby designates, declares, adopts, establishes, and imposes the following supplemental restrictions for Section 1, Phase 104:

**1. Square Footage Requirements**

The square footage requirements for all Dwellings within Section 1, Phase 104, which shall not include porches, garages or non-air conditioned areas, are as follows: 2,200 minimum square feet to 3,200 maximum square feet. The ARC shall have the discretion to make administrative adjustments to the foregoing minimum square footage of plus or minus ten percent (10%) without the requirement of a formal variance to be issued and recorded as set forth in the Declaration.

**2. Building Setbacks**

The minimum setbacks for Lots within Section 1, Phase 104 shall be as follows:

- Front building setback of 15’ from the front property line
- Rear first floor building setback of 7.5’ from rear property line
- Rear second floor building setback of 20’ from rear property line
- Interior side building setback of 7.5’ from the interior side Lot line
- Corner side building setback of 10’ from corner side Lot line
- Garage face setback 20’ from the property line parallel to garage face

The foregoing side setbacks shall apply to structures and improvements that are above grade and shall not apply to flatwork.

**3. Notices**

**a. Common Areas in Section 1, Phase 104**

Owners of Lots within Section 1, Phase 104 are hereby advised that the following Common Areas exist within Section 1, Phase 104 (collectively, the “Common Areas”):

COMMON AREA	USAGE
A	Drainage, BTU/FO Utilities & Access, Open Space
B	BTU/FO Utilities & Access, Open Space

C	Trail, Drainage, Public Utilities, BTU/FO Utilities & Access, Open Space
D	Public Utilities, BTU/FO Utilities & Access, Open Space
E	Trail, Public Utilities, BTU/FO Utilities & Access, Open Space
F	Trail, Public Utilities, BTU/FO Utilities & Access, Open Space

Common Areas "A", "B", "C", "D", "E" and "F" are also considered Preservation Areas as set forth on the Section 1, Phase 104 plat and described in detail in the Declaration.

Owners and Occupants hereby agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Common Areas and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Common Areas. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and/or property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, and/or any future change in use of the Common Areas.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any incidental noise, lighting, odors, parking, visibility and/or traffic, which may occur in the operation of the Common Areas. There is further reserved for the Declarant, the Association and/or their designees an easement to the extent necessary over portions of Lots located in close proximity to the Common Areas for the overspray of water and any products used to control insects and/or vegetation within the Common Areas.

The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the Common Areas and shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Common Areas.

Owners and Occupants of Lots that are located in close proximity to or abutting the Common Areas shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Common Areas. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the Common Areas to their condition immediately prior to said infiltration.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of the Common Areas for the irrigation of the Common Areas, or for any other purpose deemed

appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section shall be superior to any rights of the Association.

**b. Adjacent Land**

Owners are advised that there exists to the southeast of Lots 1 – 4, Block 5, Section 1, Phase 104, outside the platted area, land that is not owned by the Declarant or the Association, as more particularly described on the Section 1, Phase 104 plat (“Adjacent Land”). Owners hereby agree to hold harmless the Declarant and the Association, including their officers and directors, and release them from any liability for the existence of, any operations or construction thereon, and/or any maintenance associated with such Adjacent Land and agree to indemnify each of such released parties from any liability arising out of or related to such Owner's proximity to the Adjacent Land. Owners further grant an easement to the Declarant and the Association for any incidental noise, odors, lighting, parking, and/or visibility of such Adjacent Land and/or traffic which may occur due to the existence of any of the Adjacent Land. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to safety, use, and/or any future change in use of such Adjacent Land. Owners whose Lots are in close proximity to or abutting the Adjacent Land shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Adjacent Land. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Adjacent Land to its condition immediately prior to said infiltration.

**4. Community Fences**

Community Fences will be constructed on or adjacent to those portions of the following Lots within Section 1, Phase 104:

- Lot 1, Block 5, common to that portion of Common Area “A” facing Lantana Way;
- Lots 1 – 10, Block 4, common to Common Area “B”;
- Lots 10 - 11, Block 4, common to that portion of Common Area “C” facing Oldham Oaks Avenue;
- Lot 1, Block 21, common to Common Area “D”;
- Lots 12 – 14, Block 19, common to that Phase 101 Parkland Dedication “D” facing Diamondback Drive;
- Lots 11 and 12, Block 19, common to Common Area “F”; and
- Lots 1 – 12, Block 19, common to Common Area “E”.

Such Lots shall be considered Adjacent Lots and shall be subject to the provisions of the Declaration pertaining to Community Fences (as those terms are defined in the Declaration). The Declarant, the Association and/or the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair and/or replacement of the Community Fences, as more particularly described in the Declaration. Save and except the fencing

noted above, all other fencing located upon the Lots within Section 1, Phase 104 shall be maintained, repaired and replaced in accordance with the Dedicatory Instruments.

This Supplemental Amendment may only be amended as provided in Article XVI of the Declaration.

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 1, Phase 104, is executed as of the 20th day of May, 2022.

**DECLARANT:**

OGC CNO JV, LLC, a Texas limited liability company

By: OGC Greens Prairie Investors, LLC, a Texas limited liability company

By: [Signature]  
Print Name: Cassey M. Oldham  
Title: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS   §

BEFORE ME, the undersigned authority, on this day personally appeared Cassey Oldham, the Manager of OGC Greens Prairie Investors, LLC, a Texas limited liability company, the agent of OGC CNO JV, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20<sup>th</sup> day of May, 2022.



Melanie Ann Phillips  
Notary Public – State of Texas

**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1472160  
Volume : 17967  
ERecordings - Real Property

Recorded On: May 20, 2022 04:01 PM

Number of Pages: 7

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

Total Recording: \$50.00

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

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

**File Information:**

Document Number: 1472160  
Receipt Number: 20220520000118  
Recorded Date/Time: May 20, 2022 04:01 PM  
User: Susie C  
Station: CCLERK01

**Record and Return To:**

eRecording Partners



STATE OF TEXAS  
COUNTY OF BRAZOS

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

Karen McQueen  
County Clerk  
Brazos County, TX



**GREENS PRAIRIE**  
RESERVE

**ANNEXATION AGREEMENT FOR  
GREENS PRAIRIE RESERVE**

**SECTION 2, PHASE 201A**

**(Diamondback Drive, Common Area, and City Parkland)**

After Recording Return To:

Lisa L. Gambrell  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd, Suite 5700  
Houston, Texas 77056

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ANNEXATION AGREEMENT FOR  
GREENS PRAIRIE RESERVE

SECTION 2, PHASE 201A

(Diamondback Drive, Common Area, and City Parkland)

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

This Annexation Agreement for Greens Prairie Reserve Section 2, Phase 201A (“*Annexation Agreement*”) is made by OGC CNO JV, LLC, a Texas limited liability company (the “*Declarant*”).

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve is recorded under Clerk’s File No. 1364753 in the Official Public Records of Brazos County, Texas, as same has been or may be amended and supplemented from time to time (“*Declaration*”); and

WHEREAS, pursuant to Article III of the Declaration, the Declarant reserved the exclusive right to annex any or all of the Eligible Property described on Exhibit “A” of the Declaration into Greens Prairie Reserve and to subject the property to the Declaration and to the jurisdiction of the Greens Prairie Reserve Community Association, Inc. (the “*Association*”); and

WHEREAS, pursuant to the terms of Article III of the Declaration, the Declarant may subject additional property to an annexation agreement that applies only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character and intended use of such annexed real property; and

WHEREAS, the Declarant is the owner of certain real property platted as Greens Prairie Reserve Section 2, Phase 201A, as shown on the map or plat thereof, recorded under Clerk’s File No. 2023-1496892 in the Plat Records of Brazos County, Texas (hereinafter “*Section 2, Phase 201A*”); and

WHEREAS, Section 2, Phase 201A is part of the Eligible Property described on Exhibit “A” of the Declaration; and

WHEREAS, Section 2, Phase 201A consists of real property that has not been subdivided into Lots, but rather, consists of (i) a portion of a public street platted as Diamondback Drive, (ii) Common Area A, and (iii) City Parkland; and

WHEREAS, the Declarant desires to annex Section 2, Phase 201A into Greens Prairie Reserve according to the terms and conditions contained in this Annexation Agreement, and with the exceptions to and modifications of the terms of the Declaration contained in this Annexation Agreement; and

WHEREAS, reference is made to the Declaration for all purposes, and the capitalized terms used in this Annexation Agreement have the meanings set forth in the Declaration, unless otherwise specified in this Annexation Agreement.

NOW, THEREFORE, pursuant to the powers retained by the Declarant in the Declaration, the Declarant annexes Section 2, Phase 201A into Greens Prairie Reserve and is subjects it to the jurisdiction of the Association, according to the terms and conditions in this Annexation Agreement. Section 2, Phase 201A is subject to the covenants, restrictions, and easements set forth in this Annexation Agreement.

Notwithstanding anything contained in the Declaration to the contrary, Section 2, Phase 201A does not consist of Lots, as defined in the Declaration. As a result, Section 2, Phase 201A is not subject to any Assessments and shall not be entitled to any membership or voting rights in the Association.

**1. Common Area in Section 2, Phase 201A**

Owners are advised that the following Common Area exists within Section 2, Phase 201A:

<b>COMMON AREA</b>	<b>USAGE</b>
A	Public Access, HOA, Trail, Detention, Drainage & Utilities

Common Area A is also considered Preservation Areas as set forth on the Section 2, Phase 201A plat and described in detail in the Declaration.

Owners and Occupants agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from all liability for the existence, placement, construction, design, operation, replacement, and maintenance of the Common Area and agree to indemnify such released parties from all liability arising out of or related to such Owner’s or Occupant’s use of, or proximity to, the Common Area. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, or any future change in use of the Common Area.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any noise, lighting, odors, parking, visibility, and traffic, which may occur in the operation of the Common Area. There is further reserved for the Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to



the Common Area for the overspray of water and any products used to control insects or vegetation within the Common Area.

The Declarant and the Association have the right to promulgate rules and regulations governing the use of the Common Area and are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Common Area.

Owners and Occupants of Lots that are located in proximity to the Common Area must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Common Area. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the Common Area to its condition immediately prior to said infiltration.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of the Common Area for the irrigation of the Common Area, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section are superior to any rights of the Association.

## **2. City Parkland in Section 2, Phase 201A**

Owners are advised that there exists within Section 2, Phase 201A, 0.132 acres of City Parkland, as shown on the Parkland Dedication Table on the Section 2, Phase 201A Plat ("*City Parkland*"). The City Parkland may be maintained by the Association and any costs associated with such maintenance performed by the Association or its designees shall be covered by the Annual Assessments charged to all Lots within the Greens Prairie Reserve development.

Owners and Occupants agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from all liability for the existence, placement, construction, design, operation, replacement, and maintenance of the City Parkland and agree to indemnify such released parties from all liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the City Parkland. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, or any future change in use of the City Parkland.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any noise, lighting, odors, parking, visibility, and traffic, which may occur in the operation of the City Parkland. There is further reserved for the Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to

the City Parkland for the overspray of water and any products used to control insects or vegetation within the City Parkland.

The Declarant and the Association have the right to promulgate rules and regulations governing the use of the City Parkland and are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the City Parkland.

Owners and Occupants of Lots that are located in proximity to the City Parkland must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the City Parkland. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the City Parkland to its condition immediately prior to said infiltration.

AS REQUIRED BY THE UDO, AND TO THE EXTENT PERMITTED BY LAW, THE ASSOCIATION HEREBY INDEMNIFIES, DEFENDS AND HOLDS HARMLESS THE CITY OF COLLEGE STATION AND ITS OFFICIALS, AGENTS, EMPLOYEES AND CONTRACTORS (COLLECTIVELY THE "*INDEMNITEES*") FROM AND AGAINST ANY LOSS, LIABILITY, DEMAND, DAMAGE, JUDGMENT, SUIT, CLAIM DEFICIENCY, INTEREST, FEE CHARGE, COST, OR EXPENSE (INCLUDING WITHOUT LIMITATION, INTEREST, COURT COST AND PENALTIES, REASONABLE ATTORNEY'S FEES AND DISBURSEMENT AND AMOUNTS PAID IN SETTLEMENT OR LIABILITIES RESULTING FROM ANY CHARGE IN FEDERAL, STATE OR LOCAL LAW OR REGULATION OR INTERPRETATION HEREOF) OF WHATEVER NATURE (COLLECTIVELY A "*CLAIM*"), EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE CITY'S NEGLIGENCE OR THE JOINT OR CONCURRING NEGLIGENCE OF THE CITY, WHICH MAY RESULT OR TO WHICH THE INDEMNITEES MAY SUSTAIN, SUFFER, INCUR, OR BECOME SUBJECT TO IN CONNECTION WITH OR ARISING OUT OF THE MAINTENANCE, REPAIR, USE OF THE COMMON AREA, OR ANY ACTIVITY DIRECTLY CONNECTED THERETO. PROVIDED HOWEVER, THE INDEMNITY GRANTED HEREIN SHALL IN NO INSTANCE EXCEED THE AMOUNT OF INSURANCE PROCEEDS AVAILABLE TO THE ASSOCIATION RELATED TO ANY SUCH CLAIM.

If any provision of this Annexation Agreement is found to be in conflict with the Declaration, this Annexation Agreement shall control. This Annexation Agreement may only be amended by the process for amending the Declaration or a Supplemental Amendment, as set forth in the Declaration.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Annexation Agreement for Section 2, Phase 201A is executed as of the 28<sup>th</sup> day of april, 2023.

**DECLARANT:**

OGC CNO JV, LLC, a Texas limited liability company

By: OGC Greens Prairie Investors, LLC, a Texas limited liability company

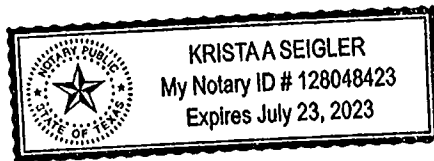
By: [Signature]  
Print Name: Manager  
Title: Casey M. Oldham

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared Casey M. Oldham the Manager of OGC Greens Prairie Investors, LLC, a Texas limited liability company, the agent of OGC CNO JV, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28<sup>th</sup> day of April, 2023.

Kristaa Seigler  
Notary Public – State of Texas



**Brazos County  
Karen McQueen  
County Clerk**

---

**Instrument Number:** 1500914  
Volume : 18597  
ERecordings - Real Property

Recorded On: April 28, 2023 01:16 PM

Number of Pages: 7

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

Total Recording: \$50.00

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

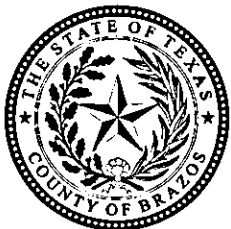
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1500914  
Receipt Number: 20230428000074  
Recorded Date/Time: April 28, 2023 01:16 PM  
User: Thao C  
Station: CCLERK06

**Record and Return To:**

CSC Global  
OPTION 3 ON PHONE



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



**GREENS PRAIRIE**  
RESERVE

**ANNEXATION AGREEMENT FOR  
GREENS PRAIRIE RESERVE**

**SECTION 1, PHASE 103**

**(Oldham Oaks Avenue and Lantana Way)**

After Recording Return To:

Lisa L. Gambrell  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd, Suite 5700  
Houston, Texas 77056

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ANNEXATION AGREEMENT FOR  
GREENS PRAIRIE RESERVE

SECTION 1, PHASE 103

(Oldham Oaks Avenue and Lantana Way)

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

This Annexation Agreement for Greens Prairie Reserve Section 1, Phase 103 (“*Annexation Agreement*”) is made by OGC CNO JV, LLC, a Texas limited liability company (the “*Declarant*”).

**RECITALS:**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve is recorded under Clerk’s File No. 1364753 in the Official Public Records of Brazos County, Texas, as same has been or may be amended and supplemented from time to time (“*Declaration*”); and

WHEREAS, pursuant to Article III of the Declaration, the Declarant reserved the exclusive right to annex any or all of the Eligible Property described on Exhibit “A” of the Declaration into Greens Prairie Reserve and to subject the property to the Declaration and to the jurisdiction of the Greens Prairie Reserve Community Association, Inc. (the “*Association*”); and

WHEREAS, pursuant to the terms of Article III of the Declaration, the Declarant may subject additional property to an annexation agreement that applies only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character and intended use of such annexed real property; and

WHEREAS, the Declarant is the owner of certain real property platted as Greens Prairie Reserve Section 1, Phase 103, as shown on the map or plat thereof, recorded under Clerk’s File No. 2022-1468294 in the Plat Records of Brazos County, Texas (hereinafter “*Section 1, Phase 103*”); and

WHEREAS, Section 1, Phase 103 is part of the Eligible Property described on Exhibit “A” of the Declaration; and

WHEREAS, Section 1, Phase 103 consists of real property that has not been subdivided into Lots, but rather, consists of portions of public streets platted as Oldham Oaks Avenue and Lantana Way; and

WHEREAS, the Declarant desires to annex Section 1, Phase 103 into Greens Prairie Reserve according to the terms and conditions contained in this Annexation Agreement, and with the exceptions to and modifications of the terms of the Declaration contained in this Annexation Agreement; and

WHEREAS, reference is made to the Declaration for all purposes, and the capitalized terms used in this Annexation Agreement have the meanings set forth in the Declaration, unless otherwise specified in this Annexation Agreement.

NOW, THEREFORE, pursuant to the powers retained by the Declarant in the Declaration, the Declarant annexes Section 1, Phase 103 into Greens Prairie Reserve and is subjects it to the jurisdiction of the Association, according to the terms and conditions in this Annexation Agreement. Section 1, Phase 103 is subject to the covenants, restrictions, and easements set forth in this Annexation Agreement.

Notwithstanding anything contained in the Declaration to the contrary, Section 1, Phase 103 does not consist of Lots, as defined in the Declaration. As a result, Section 1, Phase 103 is not subject to any Assessments and shall not be entitled to any membership or voting rights in the Association.

If any provision of this Annexation Agreement is found to be in conflict with the Declaration, this Annexation Agreement shall control. This Annexation Agreement may only be amended by the process for amending the Declaration or a Supplemental Amendment, as set forth in the Declaration.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Annexation Agreement for Section 1, Phase 103 is executed as of the 28<sup>th</sup> day of April, 2023.

**DECLARANT:**

OGC CNO JV, LLC, a Texas limited liability company

By: OGC Greens Prairie Investors, LLC, a Texas limited liability company

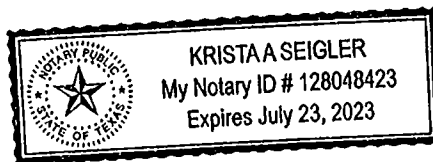
By: [Signature]  
Print Name: Casey M. Oldham  
Title: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF Brazos       §

BEFORE ME, the undersigned authority, on this day personally appeared Casey M. Oldham, the manager of OGC Greens Prairie Investors, LLC, a Texas limited liability company, the agent of OGC CNO JV, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28<sup>th</sup> day of April, 2023.

Krista A. Seigler  
Notary Public – State of Texas





**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1500913  
Volume : 18597  
ERecordings - Real Property

Recorded On: April 28, 2023 01:16 PM

Number of Pages: 5

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

Total Recording: \$42.00

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

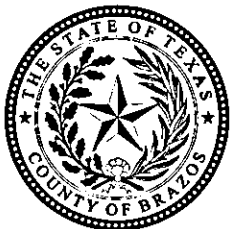
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1500913  
Receipt Number: 20230428000074  
Recorded Date/Time: April 28, 2023 01:16 PM  
User: Thao C  
Station: CCLERK06

**Record and Return To:**

CSC Global  
OPTION 3 ON PHONE



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

LAWYERS TITLE CO.  
GF# 546428



**GREENS PRAIRIE**  
RESERVE

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE**

**SECTION 4, PHASE 404**

After Recording, Return To:

Lisa L. Gambrell  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE  
SECTION 4, PHASE 404**

STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZOS           §

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 4, Phase 404 (“*Supplemental Amendment*”) is made by OGC CNO JV, LLC, a Texas limited liability company (“*Declarant*”).

**RECITALS:**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve is recorded under Clerk’s File No. 1364753 in the Official Public Records of Brazos County, Texas, as same has been or may be amended and supplemented from time to time (“*Declaration*”); and

WHEREAS, pursuant to Article III of the Declaration, the Declarant reserved the exclusive right to annex any or all of the Eligible Property described on Exhibit “A” of the Declaration into Greens Prairie Reserve and to subject said property to the Declaration and to the jurisdiction of the Greens Prairie Reserve Community Association, Inc. (the “*Association*”); and

WHEREAS, pursuant to the terms of Article III of the Declaration, the Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character or intended use of such annexed real property; and

WHEREAS, the Declarant is the owner of certain real property, as shown on the map or plat thereof, recorded under Document Number 2023-1506881, Volume 18734 Page 180, in the Official Public Records of Brazos County, Texas (hereinafter “*Section 4, Phase 404*”); and

WHEREAS, Section 4, Phase 404 is part of the Eligible Property described on Exhibit “A” of the Declaration; and

WHEREAS, reference is made to the Declaration for all purposes, and the capitalized terms used in this Supplemental Amendment have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

NOW, THEREFORE, pursuant to the powers retained by the Declarant in the Declaration, the Declarant annexes Section 4, Phase 404 into Greens Prairie Reserve. Section 4, Phase 404 carries with it all the rights, privileges, and obligations granted to the Property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Section 4, Phase 404 will be held, transferred, sold, conveyed, used, and occupied subject to the

covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including, but not limited to, the Declaration and this Supplemental Amendment.

Pursuant to the powers retained by the Declarant in the Declaration, the Declarant designates, declares, adopts, establishes, and imposes the following supplemental restrictions for Section 4, Phase 404:

**1. Square Footage Requirements**

The square footage requirements for all Dwellings within Section 4, Phase 404, which do not include porches, garages or non-air conditioned areas, are as follows: 2,200 minimum square feet to 3,200 maximum square feet. The ARC has the discretion to make administrative adjustments to the foregoing minimum square footage of plus or minus ten percent (10%) without the requirement of a formal variance to be issued and recorded as set forth in the Declaration.

**2. Building Setbacks**

The minimum setbacks for Lots within Section 4, Phase 404 are as follows:

- Front building setback of 15’ from the front property line
- Rear first floor building setback of 7.5’ from rear property line
- Rear second floor building setback of 20’ from rear property line
- Interior side building setback of 7.5’ from the interior side Lot line
- Corner side building setback of 10’ from corner side Lot line
- Garage face setback 20’ from the property line parallel to garage face

The foregoing side setbacks apply to structures and improvements that are above grade and do not apply to flatwork.

**3. Common Areas in Section 4, Phase 404**

Owners of Lots within Section 4, Phase 404 are advised that the following Common Areas exist within Section 4, Phase 404 (collectively, the “Common Areas”):

COMMON AREA	USAGE
A	Trail, Drainage, BTU/FO Utilities & Access, Open Space
B	Trail, Drainage, BTU/FO Utilities & Access, Open Space
C	Drainage, Utilities & Open Space

Common Areas “A”, “B”, and “C” are also considered Preservation Areas as set forth on the Section 4, Phase 404 plat and described in detail in the Declaration.

Owners and Occupants agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from all liability for the existence, placement, construction, design, operation, replacement, and maintenance of the Common Areas and agree to indemnify such released parties from all liability arising out of or related to such Owner’s or Occupant’s use of, or proximity to, the Common Areas. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, or any future change in use of the Common Areas.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any noise, lighting, odors, parking, visibility, and traffic, which may occur in the operation of the Common Areas. There is further reserved for the Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Common Areas for the overspray of water and any products used to control insects or vegetation within the Common Areas.

The Declarant and the Association have the right to promulgate rules and regulations governing the use of the Common Areas and are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Common Areas.

Owners and Occupants of Lots that are located in proximity to the Common Areas must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Common Areas. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the Common Areas to their condition immediately prior to said infiltration.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of the Common Areas for the irrigation of the Common Areas, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant’s rights under this Section are superior to any rights of the Association.

#### **4. Community Fences**

Community Fences will be constructed on or adjacent to those portions of the following Lots within Section 4, Phase 404:

- Lots 15 – 18, Block 19, common to that portion of Parkland Dedication area “D” of Section 1, Phase 101 facing Diamondback Drive

- Lot 18, Block 19, common to that portion of Parkland Dedication area “A” of Section 2, Phase 201A facing Diamondback Drive
- Lot 18, Block 19, common to that portion of Common Area “C”

Such Lots are considered Adjacent Lots and are subject to the provisions of the Declaration pertaining to Community Fences (as those terms are defined in the Declaration). The Declarant, the Association, or the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair, and replacement of the Community Fences, as more particularly described in the Declaration. Save and except the fencing noted above, all other fencing located upon the Lots within Section 4, Phase 404 will be maintained, repaired, and replaced in accordance with the Dedicatory Instruments.

This Supplemental Amendment may only be amended as provided in Article XVI of the Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 4, Phase 404, is executed as of the 17<sup>th</sup> day of July, 2023.

**DECLARANT:**

OGC CNO JV, LLC, a Texas limited liability company

By: OGC Greens Prairie Investors, LLC, a Texas limited liability company

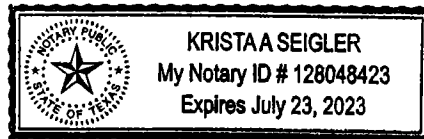
By: *R. Hunter Goodwin*  
Print Name: R. Hunter Goodwin  
Title: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF Brazos     §

BEFORE ME, the undersigned authority, on this day personally appeared R. Hunter Goodwin, the manager of OGC Greens Prairie Investors, LLC, a Texas limited liability company, the agent of OGC CNO JV, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17<sup>th</sup> day of July, 2023.

*Krista G. Seigler*  
Notary Public – State of Texas



**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1507171  
Volume : 18740  
ERecordings - Real Property

Recorded On: July 18, 2023 11:34 AM

Number of Pages: 7

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

Total Recording: \$50.00

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

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

**File Information:**

Document Number: 1507171  
Receipt Number: 20230718000053  
Recorded Date/Time: July 18, 2023 11:34 AM  
User: Thao C  
Station: CCLERK01

**Record and Return To:**

Simplifile  
5072 NORTH 300 WEST  
PROVO UT 84604



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





**GREENS PRAIRIE**  
RESERVE

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE**

**SECTION 1, PHASE 105**

After Recording, Return To:

Lisa L. Gambrell  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE  
SECTION 1, PHASE 105**

STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZOS           §

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 1, Phase 105 (“*Supplemental Amendment*”) is made by OGC CNO JV, LLC, a Texas limited liability company (“*Declarant*”).

**RECITALS:**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve is recorded under Clerk’s File No. 1364753 in the Official Public Records of Brazos County, Texas, as same has been or may be amended and supplemented from time to time (“*Declaration*”); and

WHEREAS, pursuant to Article III of the Declaration, the Declarant reserved the exclusive right to annex any or all of the Eligible Property described on Exhibit “A” of the Declaration into Greens Prairie Reserve and to subject said property to the Declaration and to the jurisdiction of the Greens Prairie Reserve Community Association, Inc. (the “*Association*”); and

WHEREAS, pursuant to the terms of Article III of the Declaration, the Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character or intended use of such annexed real property; and

WHEREAS, the Declarant is the owner of certain real property, as shown on the map or plat thereof, recorded under Document Number 2023-1508866, Volume 18778 Page 113, in the Official Public Records of Brazos County, Texas (hereinafter “*Section 1, Phase 105*”); and

WHEREAS, Section 1, Phase 105 is part of the Eligible Property described on Exhibit “A” of the Declaration; and

WHEREAS, reference is made to the Declaration for all purposes, and the capitalized terms used in this Supplemental Amendment have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

NOW, THEREFORE, pursuant to the powers retained by the Declarant in the Declaration, the Declarant annexes Section 1, Phase 105 into Greens Prairie Reserve. Section 1, Phase 105 carries with it all the rights, privileges, and obligations granted to the Property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Section 1, Phase 105 will be held, transferred, sold, conveyed, used, and occupied subject to the

covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including, but not limited to, the Declaration and this Supplemental Amendment.

Pursuant to the powers retained by the Declarant in the Declaration, the Declarant designates, declares, adopts, establishes, and imposes the following supplemental restrictions for Section 1, Phase 105:

**1. Minimum Square Footage Requirements**

The minimum square footage requirements for all Dwellings within Section 1, Phase 105, which do not include porches, garages or non-air conditioned areas, is 2,950 square feet. The ARC has the discretion to make administrative adjustments to the foregoing minimum square footage of plus or minus ten percent (10%) without the requirement of a formal variance to be issued and recorded as set forth in the Declaration.

**2. Building Setbacks**

The minimum setbacks for Lots within Section 1, Phase 105 are as follows:

- Front building setback of 15’ from the front property line
- Rear first floor building setback of 7.5’ from rear property line
- Rear second floor building setback of 20’ from rear property line
- Interior side building setback of 7.5’ from the interior side Lot line
- Corner side building setback of 10’ from corner side Lot line

The foregoing side setbacks apply to structures and improvements that are above grade and do not apply to flatwork.

**3. Notices**

**a. Common Areas in Section 1, Phase 105**

Owners of Lots within Section 1, Phase 105 are advised that the following Common Areas exist within Section 1, Phase 105 (collectively, the “Common Areas”):

COMMON AREA	USAGE
A	Trail, Detention, Drainage, Utilities, BTU/FO Utilities & Access, Open Space
B	Drainage, BTU/FO Utilities & Access, Open Space
C	Trail, Drainage, BTU/FO Utilities & Access, Open Space

D	Trail, Drainage, BTU/FO Utilities & Access, Open Space
---	--

Common Areas "A", "B", "C", and "D" are also considered Preservation Areas as set forth on the Section 1, Phase 105 plat and described in detail in the Declaration.

Owners and Occupants agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from all liability for the existence, placement, construction, design, operation, replacement, and maintenance of the Common Areas and agree to indemnify such released parties from all liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Common Areas. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, or any future change in use of the Common Areas.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any noise, lighting, odors, parking, visibility, and traffic, which may occur in the operation of the Common Areas. There is further reserved for the Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Common Areas for the overspray of water and any products used to control insects or vegetation within the Common Areas.

The Declarant and the Association have the right to promulgate rules and regulations governing the use of the Common Areas and are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Common Areas.

Owners and Occupants of Lots that are located in proximity to the Common Areas must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Common Areas. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the Common Areas to their condition immediately prior to said infiltration.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of the Common Areas for the irrigation of the Common Areas, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section are superior to any rights of the Association.

**b. Detention**

Owners of Lots within Section 1, Phase 105 are advised that there exists to the south and west of Section 1, Phase 105, outside the platted area, a detention area ("*Detention Area*"). One or more fountains have been or may be installed in the Detention Area, and the defined term of

“Detention Area” as used herein includes any such fountains. Owners are advised that there may be potentially dangerous conditions that may exist near or around the Detention Area such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, murky water, standing water, erosion, instability of natural topography, insects, reptiles, or animals. It is possible for some or all of these conditions to extend into the Lots within Section 1, Phase 105.

Owners and Occupants agree to hold harmless the Declarant and the Association, including their directors and officers, and release them from all liability for the existence, placement, construction, design, operation, replacement and maintenance of the Detention Area and agree to indemnify such released parties from all liability arising out of or related to such Owner’s or Occupant’s use of, or proximity to, the Detention Area. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, safety, any use, or any future change in use of the Detention Area.

Owners grant an easement to the Declarant, the Association, and their respective designees, for any noise, water, lighting, odors, parking, visibility and traffic, which may occur in the normal operation of the Detention Area. There is further reserved for the Declarant, the Association, and their respective designees an easement to the extent necessary over portions of Lots located in proximity to the Detention Area for water and overspray of any products used to control vegetation within the Detention Area. Owners and Occupants of Lots that are in proximity to the Detention Area must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Detention Area. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the Detention Area to their condition immediately prior to said infiltration.

**c. Adjacent Land**

Owners are advised that there exists to the south and east of Section 1, Phase 105, outside the platted area, land that is not owned by the Declarant or the Association, as more particularly described on the Section 1, Phase 105 plat (“*Adjacent Land*”). Owners agree to hold harmless the Declarant and the Association, including their officers and directors, and release them from all liability for the existence of, any operations or construction thereon, and any maintenance associated with such Adjacent Land and agree to indemnify each of such released parties from all liability arising out of or related to such Owner’s proximity to the Adjacent Land. Owners further grant an easement to the Declarant and the Association for any noise, odors, lighting, parking, and visibility of such Adjacent Land and traffic which may occur due to the existence of the Adjacent Land. Owners acknowledge that the Association, its directors, officers, managers, agents, and employees, the Declarant, or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to safety, use, or any future change in use of such Adjacent Land. Owners whose

Lots are in proximity to the Adjacent Land must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Adjacent Land. Any Owner permitting or causing such infiltration must indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Adjacent Land to its condition immediately prior to said infiltration.

4. **Community Fences**

Community Fences will be constructed on or adjacent to those portions of the following Lots within Section 1, Phase 105:

- Lot 1, Block 6, common to Common Area "C", facing Oldham Oaks Avenue
- Lot 1, Block 7, common to Common Area "A", facing Oldham Oaks Avenue

Such Lots are considered Adjacent Lots and are subject to the provisions of the Declaration pertaining to Community Fences (as those terms are defined in the Declaration). The Declarant, the Association, or the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair, and replacement of the Community Fences, as more particularly described in the Declaration. Save and except the fencing noted above, all other fencing located upon the Lots within Section 1, Phase 105 will be maintained, repaired, and replaced in accordance with the Dedicatory Instruments.

This Supplemental Amendment may only be amended as provided in Article XVI of the Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 1, Phase 105, is executed as of the 8<sup>th</sup> day of August, 2023.

**DECLARANT:**

OGC CNO JV, LLC, a Texas limited liability company

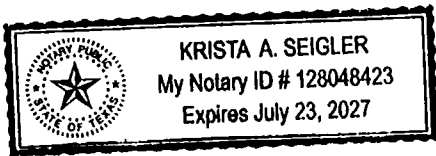
By: OGC Greens Prairie Investors, LLC, a Texas limited liability company

By: [Signature]  
Print Name: Casey M. Oldham  
Title: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF Brazos       §

BEFORE ME, the undersigned authority, on this day personally appeared Casey m. Oldham, the Manager of OGC Greens Prairie Investors, LLC, a Texas limited liability company, the agent of OGC CNO JV, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8<sup>th</sup> day of August, 2023.



Krista A. Seigler  
Notary Public – State of Texas

**Brazos County  
Karen McQueen  
County Clerk**

---

**Instrument Number:** 1508968  
Volume : 18780  
ERecordings - Real Property

Recorded On: August 08, 2023 02:56 PM

Number of Pages: 8

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

Total Recording: \$54.00

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

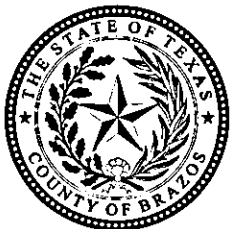
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1508968  
Receipt Number: 20230808000073  
Recorded Date/Time: August 08, 2023 02:56 PM  
User: Flo W  
Station: Flo's Workstation

**Record and Return To:**

CSC Global  
OPTION 3 ON PHONE



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





**GREENS PRAIRIE**  
RESERVE

**ANNEXATION AGREEMENT FOR  
GREENS PRAIRIE RESERVE**

**SECTION 4, PHASE 401A**

**(Oldham Oaks Avenue)**

After Recording Return To:

Lisa L. Gambrell  
Isabella L. Vickers  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd, Suite 5700  
Houston, Texas 77056

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ANNEXATION AGREEMENT FOR  
GREENS PRAIRIE RESERVE

SECTION 4, PHASE 401A

(Oldham Oaks Avenue)

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

This Annexation Agreement for Greens Prairie Reserve Section 4, Phase 401A (Oldham Oaks Avenue) (this “*Annexation Agreement*”) is made by OGC CNO JV, LLC, a Texas limited liability company (“*Declarant*”).

**RECITALS:**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve is recorded under Clerk’s File No. 1364753 in the Official Public Records of Brazos County, Texas, as same has been or may be amended and supplemented from time to time (the “*Declaration*”); and

WHEREAS, pursuant to Article III of the Declaration, Declarant reserved the exclusive right to annex any or all of the Eligible Property described on Exhibit “A” of the Declaration into Greens Prairie Reserve and to subject the property to the Declaration and to the jurisdiction of Greens Prairie Reserve Community Association, Inc. (the “*Association*”); and

WHEREAS, pursuant to the terms of Article III of the Declaration, Declarant may subject additional property to an annexation agreement that applies only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character and intended use of such annexed real property; and

WHEREAS, Declarant is the owner of certain real property platted as Greens Prairie Reserve Section 4, Phase 401A, as shown on the map or plat thereof, recorded under Clerk’s File No. 2023-1508860 in the Plat Records of Brazos County, Texas (“*Section 4, Phase 401A*”); and

WHEREAS, Section 4, Phase 401A is part of the Eligible Property described on Exhibit “A” of the Declaration; and

WHEREAS, Section 4, Phase 401A consists of real property that has not been subdivided into Lots, but rather, consists of a portion of the public street platted as Oldham Oaks Avenue; and

WHEREAS, Declarant desires to annex Section 4, Phase 401A into Greens Prairie Reserve according to the terms and conditions contained in this Annexation Agreement, and with the exceptions to and modifications of the terms of the Declaration contained in this Annexation Agreement; and

WHEREAS, reference is made to the Declaration for all purposes, and the capitalized terms used in this Annexation Agreement have the meanings set forth in the Declaration, unless otherwise specified in this Annexation Agreement.

NOW, THEREFORE, pursuant to the powers retained by Declarant in the Declaration, Declarant annexes Section 4, Phase 401A into Greens Prairie Reserve and subjects it to the jurisdiction of the Association, according to the terms and conditions in this Annexation Agreement. Section 4, Phase 401A is subject to the covenants, restrictions, and easements set forth in this Annexation Agreement.

Notwithstanding anything contained in the Declaration to the contrary, Section 4, Phase 401A does not consist of Lots, as defined in the Declaration. As a result, Section 4, Phase 401A is not subject to any Assessments and is not entitled to any membership or voting rights in the Association.

If any provision of this Annexation Agreement is found to be in conflict with the Declaration, this Annexation Agreement controls. This Annexation Agreement may only be amended by the process for amending the Declaration or a Supplemental Amendment, as set forth in the Declaration.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Annexation Agreement for Section 4, Phase 401A is executed as of the 10th day of August, 2023.

**DECLARANT:**

OGC CNO JV, LLC, a Texas limited liability company

By: OGC Greens Prairie Investors, LLC, a Texas limited liability company

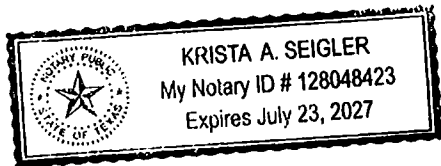
By: [Signature]  
Print Name: Casey M. Oldham  
Title: Manager

STATE OF TEXAS §  
  §  
COUNTY OF Brazos §

BEFORE ME, the undersigned authority, on this day personally appeared Casey m. Oldham, the Manager of OGC Greens Prairie Investors, LLC, a Texas limited liability company, the agent of OGC CNO JV, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10<sup>th</sup> day of August, 2023.

[Signature]  
Notary Public – State of Texas



**Brazos County  
Karen McQueen  
County Clerk**

---

**Instrument Number:** 1509179  
Volume : 18784  
ERecordings - Real Property

Recorded On: August 11, 2023 08:06 AM

Number of Pages: 5

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

Total Recording: \$42.00

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

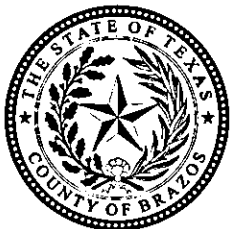
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1509179  
Receipt Number: 20230811000001  
Recorded Date/Time: August 11, 2023 08:06 AM  
User: Thao C  
Station: CCLERK01

**Record and Return To:**

CSC Global  
OPTION 3 ON PHONE



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



**GREENS PRAIRIE**  
RESERVE

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE**

**SECTION 4, PHASE 401B**

After Recording, Return To:

Lisa L. Gambrell  
Isabella L. Vickers  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE  
SECTION 4, PHASE 401B**

STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZOS           §

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 4, Phase 401B (this “*Supplemental Amendment*”) is made by OGC CNO JV, LLC, a Texas limited liability company (“*Declarant*”).

**RECITALS:**

The Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve is recorded under Clerk’s File No. 1364753 in the Official Public Records of Brazos County, Texas, as same has been or may be amended and supplemented from time to time (the “*Declaration*”).

Pursuant to Article III of the Declaration, the Declarant reserved the exclusive right to annex any or all of the Eligible Property described on Exhibit “A” attached to the Declaration into Greens Prairie Reserve and to subject said property to the Declaration and to the jurisdiction of Greens Prairie Reserve Community Association, Inc. (the “*Association*”).

Pursuant to the terms of Article III of the Declaration, the Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character or intended use of such annexed real property.

The Declarant is the owner of certain real property, as shown on the map or plat thereof, recorded under Document Number 2024-1526363, Volume 19151, Page 85, in the Official Public Records of Brazos County, Texas (“*Section 4, Phase 401B*”).

Section 4, Phase 401B is part of the Eligible Property described on Exhibit “A” attached to the Declaration.

Reference is made to the Declaration for all purposes, and the capitalized terms used in this Supplemental Amendment have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental **A**mentment.

**SUPPLEMENTAL AMENDMENT:**

Pursuant to the powers retained by the Declarant in the Declaration, the Declarant annexes Section 4, Phase 401B into Greens Prairie Reserve. Section 4, Phase 401B carries with it all the rights, privileges, and obligations granted to the Property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Section 4, Phase

401B will be held, transferred, sold, conveyed, used, and occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including, but not limited to, the Declaration and this Supplemental Amendment.

Pursuant to the powers retained by the Declarant in the Declaration, the Declarant designates, declares, adopts, establishes, and imposes the following supplemental restrictions for Section 4, Phase 401B:

**1. Minimum Square Footage Requirements**

The minimum square footage for all Dwellings within Section 4, Phase 401B, which minimum square footage does not include porches, garages or non-air conditioned areas, is 3,500 square feet. The ARC has the discretion to make administrative adjustments to the foregoing minimum square footage of plus or minus 10% without the requirement of a formal variance to be issued and recorded as set forth in the Declaration.

**2. Building Setbacks**

The minimum setbacks for Lots within Section 4, Phase 401B are as follows:

- Front building setback of 15’ from front property line
- Rear first floor building setback of 7.5’ from rear property line
- Rear second floor building setback of 20’ from rear property line
- Interior side building setback of 15’ from interior side Lot line
- Corner side building setback of 20’ from corner side Lot line

The foregoing side setbacks apply to structures and improvements that are above grade and do not apply to flatwork.

**3. Notices**

**a. Common Areas in Section 4, Phase 401B**

Owners of Lots within Section 4, Phase 401B are advised that the following Common Areas exist within Section 4, Phase 401B (collectively, the “*Common Areas*”):

COMMON AREA	USAGE
A	Drainage, BTU/FO Utilities & Access, Open Space
B	HOA, Landscape, Monument Signage
C	Trail, Drainage, Utilities, BTU/FO Utilities & Access, Open Space



D	Trail, Drainage, Detention, BTU/FO Utilities & Access, Open Space
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Common Areas “A”, “B”, “C”, and “D” are also considered Preservation Areas as set forth on the Section 4, Phase 401B plat and described in detail in the Declaration.

Owners and Occupants agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from all liability for the existence, placement, construction, design, operation, replacement, and maintenance of the Common Areas and agree to indemnify such released parties from all liability arising out of or related to such Owner’s or Occupant’s use of, or proximity to, the Common Areas. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, or any future change in use of the Common Areas.

Owners grant an easement to the Declarant and the Association, and their respective designees, for any noise, lighting, odors, parking, visibility, and traffic, which may occur in the operation of the Common Areas. There is further reserved for the Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Common Areas for the overspray of water and any products used to control insects or vegetation within the Common Areas.

The Declarant and the Association have the right to promulgate rules and regulations governing the use of the Common Areas and are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Common Areas.

Owners and Occupants of Lots that are located in proximity to the Common Areas must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Common Areas. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the Common Areas to their condition immediately prior to said infiltration.

Notwithstanding the foregoing, the Association and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of the Common Areas for the irrigation of the Common Areas, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant’s rights under this Section are superior to any rights of the Association.

**b. Detention**

Owners of Lots within Section 4, Phase 401B are advised that there exists to the northwest of Section 4, Phase 401B, a detention area (“***Detention Area***”). One or more fountains have been

or may be installed in the Detention Area, and the defined term of “Detention Area”, as used in this Supplemental Amendment, includes any such fountains. Owners are advised that there may be potentially dangerous conditions that may exist near or around the Detention Area such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, murky water, standing water, erosion, instability of natural topography, insects, reptiles, or animals. It is possible for some or all of these conditions to extend into the Lots within Section 4, Phase 401B.

Owners and Occupants agree to hold harmless the Declarant and the Association, including their directors and officers, and release them from all liability for the existence, placement, construction, design, operation, replacement and maintenance of the Detention Area and agree to indemnify such released parties from all liability arising out of or related to such Owner’s or Occupant’s use of, or proximity to, the Detention Area. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, safety, any use, or any future change in use of the Detention Area.

Owners grant an easement to the Declarant, the Association, and their respective designees, for any noise, water, lighting, odors, parking, visibility and traffic, which may occur in the normal operation of the Detention Area. There is further reserved for the Declarant, the Association, and their respective designees an easement to the extent necessary over portions of Lots located in proximity to the Detention Area for water and overspray of any products used to control vegetation within the Detention Area. Owners and Occupants of Lots that are in proximity to the Detention Area must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Detention Area. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the Detention Area to its condition immediately prior to said infiltration.

**c. Adjacent Land**

Owners are advised that there exists to the southwest of Section 4, Phase 401B, outside the platted area, land that is not owned by the Declarant or the Association, as more particularly described on the Section 4, Phase 401B plat (“*Adjacent Land*”). Owners agree to hold harmless the Declarant and the Association, including their officers and directors, and release them from all liability for the existence of, any operations or construction thereon, and any maintenance associated with such Adjacent Land and agree to indemnify each of such released parties from all liability arising out of or related to such Owner’s proximity to the Adjacent Land. Owners further grant an easement to the Declarant and the Association for any noise, odors, lighting, parking, and visibility of such Adjacent Land and traffic which may occur due to the existence of the Adjacent Land. Owners acknowledge that the Association, its directors, officers, managers, agents, and employees, the Declarant, or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or

implied, relative to safety, use, or any future change in use of such Adjacent Land. Owners whose Lots are in proximity to the Adjacent Land must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Adjacent Land. Any Owner permitting or causing such infiltration must indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Adjacent Land to its condition immediately prior to said infiltration.

**4. Community Fences**

Community Fences will be constructed on or adjacent to those portions of the following Lots within Section 4, Phase 401B:

- Lot 1, Block 22, common to Common Area “B” and facing Oldham Oaks Avenue
- Lot 12, Block 22, common to Common Area “D” and facing Oldham Oaks Avenue

Such Lots are considered Adjacent Lots and are subject to the provisions of the Declaration pertaining to Community Fences (as those terms are defined in the Declaration). The Declarant, the Association, and the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair, and replacement of the Community Fences, as more particularly described in the Declaration. Save and except the fencing noted above, all other fencing located upon the Lots within Section 4, Phase 401B will be maintained, repaired, and replaced in accordance with the Dedicatory Instruments.

This Supplemental Amendment may only be amended as provided in Article XVI of the Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 4, Phase 401B, is executed as of the 15<sup>th</sup> day of April, 2024.

**DECLARANT:**

OGC CNO JV, LLC, a Texas limited liability company

By: OGC Greens Prairie Investors, LLC, a Texas limited liability company

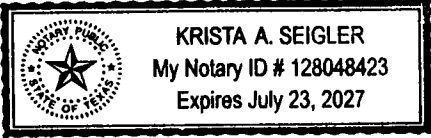
By: [Signature]  
Print Name: Casey M. Oldham  
Title: Manager

STATE OF TEXAS §  
  §  
COUNTY OF Brazos §

BEFORE ME, the undersigned authority, on this day personally appeared Casey M. Oldham, the manager of OGC Greens Prairie Investors, LLC, a Texas limited liability company, the agent of OGC CNO JV, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15<sup>th</sup> day of April, 2024.

[Signature]  
Notary Public – State of Texas



**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1527184  
Volume : 19170  
ERecordings - Real Property

Recorded On: April 23, 2024 10:53 AM

Number of Pages: 8

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

Total Recording: \$53.00

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

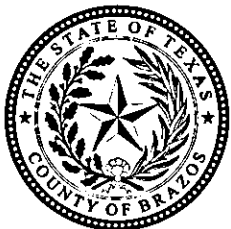
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1527184  
Receipt Number: 20240423000057  
Recorded Date/Time: April 23, 2024 10:53 AM  
User: Cathy B  
Station: MXL0512813

**Record and Return To:**

eRecording Partners



STATE OF TEXAS  
COUNTY OF BRAZOS

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

Karen McQueen  
County Clerk  
Brazos County, TX



**GREENS PRAIRIE**  
RESERVE

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE**

**SECTION 4, PHASE 402**

After Recording, Return To:

Lisa L. Gambrell  
Isabella L. Vickers  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

**SUPPLEMENTAL AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENS PRAIRIE RESERVE**

**SECTION 4, PHASE 402**

STATE OF TEXAS                    §  
  §  
COUNTY OF BRAZOS            §

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 4, Phase 402 (this “**Supplemental Amendment**”) is made by OGC CNO JV, LLC, a Texas limited liability company (“**Declarant**”).

**RECITALS:**

The Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve is recorded under Clerk’s File No. 1364753 in the Official Public Records of Brazos County, Texas, as same has been or may be amended and supplemented from time to time (the “**Declaration**”).

Pursuant to Article III of the Declaration, the Declarant reserved the exclusive right to annex any or all of the Eligible Property described on Exhibit “A” attached to the Declaration into Greens Prairie Reserve and to subject said property to the Declaration and to the jurisdiction of Greens Prairie Reserve Community Association, Inc. (the “**Association**”).

Pursuant to the terms of Article III of the Declaration, the Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character or intended use of such annexed real property.

The Declarant is the owner of certain real property, as shown on the map or plat thereof, recorded under Document Number 2024-1536521, Volume 19382, Page 210, in the Official Public Records of Brazos County, Texas (“**Section 4, Phase 402**”).

Section 4, Phase 402 is part of the Eligible Property described on Exhibit “A” attached to the Declaration.

Reference is made to the Declaration for all purposes, and the capitalized terms used in this Supplemental Amendment have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment.

**SUPPLEMENTAL AMENDMENT:**

Pursuant to the powers retained by the Declarant in the Declaration, the Declarant annexes Section 4, Phase 402 into Greens Prairie Reserve. Section 4, Phase 402 carries with it all the rights, privileges, and obligations granted to the Property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Section 4, Phase

402 will be held, transferred, sold, conveyed, used, and occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including, but not limited to, the Declaration and this Supplemental Amendment.

Pursuant to the powers retained by the Declarant in the Declaration, the Declarant designates, declares, adopts, establishes, and imposes the following supplemental restrictions for Section 4, Phase 402:

**1. Lot Types**

There are two types of Lots within Section 4, Phase 402: the “*75-Foot Lots*” and the “*50-Foot-Lots*”.

The 50-Foot Lots consist of the following Lots: Lots 1 – 5, Block 25, and Lots 15 – 21, Block 24.

The 75-Foot Lots consist of the following Lots: Lots 3 – 19, Block 21 and Lots 1 – 14, Block 24.

**2. Square Footage Requirements**

The square footage requirements for Dwellings within Section 4, Phase 402, which square footage requirements do not include porches, garages, or non-air conditioned areas, are as follows:

50-Foot Lots: 1,600 minimum square feet to 2,500 maximum square feet

75-Foot Lots: 2,200 minimum square feet to 3,200 maximum square feet

The ARC has the discretion to make administrative adjustments to the foregoing minimum square footage of plus or minus 10% without the requirement of a formal variance to be issued and recorded as set forth in the Declaration.

**3. Building Setbacks**

The minimum setbacks for the 50-Foot Lots within Section 4, Phase 402 are as follows:

- Front building setback of 15’ from front property line
- Rear first floor building setback of 7.5’ from rear property line
- Rear second floor building setback of 20’ from rear property line
- Interior side building setback of 5’ from interior side Lot line
- Corner side building setback of 5’ from corner side Lot line
- Garage face setback 20’ from the property line parallel to garage face



The minimum setbacks for the 75-Foot Lots within Section 4, Phase 402 are as follows:

- Front building setback of 15' from front property line
- Rear first floor building setback of 7.5' from rear property line
- Rear second floor building setback of 20' from rear property line
- Interior side building setback of 7.5' from interior side Lot line
- Corner side building setback of 10' from corner side Lot line
- Garage face setback 20' from the property line parallel to garage face

The foregoing side setbacks apply to structures and improvements that are above grade and do not apply to flatwork.

**4. Common Areas in Section 4, Phase 402**

Owners of Lots within Section 4, Phase 402 are advised that the following Common Areas exist within Section 4, Phase 402 (collectively, the "*Common Areas*"):

COMMON AREA	USAGE
A	Trail, Drainage, BTU/FO Utilities & Access, Open Space
B	Trail, Drainage, BTU/FO Utilities & Access, Open Space
C	Trail, Drainage, Utilities, BTU/FO Utilities & Access, Open Space
D	Trail, Drainage, Utilities, BTU/FO Utilities & Access, Open Space

Common Areas "A", "B", "C", and "D" are also considered Preservation Areas as set forth on the Section 4, Phase 402 plat and described in detail in the Declaration.

Owners and Occupants agree to hold harmless the Declarant and the Association, including their respective directors and officers, and release them from all liability for the existence, placement, construction, design, operation, replacement, and maintenance of the Common Areas and agree to indemnify such released parties from all liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Common Areas. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, or any future change in use of the Common Areas.

Owners grant an easement to the Declarant and the Association, and their respective designees, for any noise, lighting, odors, parking, visibility, and traffic, which may occur in the operation of the Common Areas. There is further reserved for the Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Common Areas for the overspray of water and any products used to control insects or vegetation within the Common Areas.

The Declarant and the Association have the right to promulgate rules and regulations governing the use of the Common Areas and are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Common Areas.

Owners and Occupants of Lots that are located in proximity to the Common Areas must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Common Areas. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the Common Areas to their condition immediately prior to said infiltration.

Notwithstanding the foregoing, the Association and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of the Common Areas for the irrigation of the Common Areas, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section are superior to any rights of the Association.

## **5. Detention**

Owners of Lots within Section 4, Phase 402 are advised that there exists to the west of Section 4, Phase 402, within the platted area of Section 4, Phase 401B, a detention area ("***Detention Area***"). One or more fountains have been or may be installed in the Detention Area, and the defined term of "Detention Area", as used in this Supplemental Amendment, includes any such fountains. Owners are advised that there may be potentially dangerous conditions that may exist near or around the Detention Area such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, murky water, standing water, erosion, instability of natural topography, insects, reptiles, or animals. It is possible for some or all of these conditions to extend into the Lots within Section 4, Phase 402.

Owners and Occupants agree to hold harmless the Declarant and the Association, including their directors and officers, and release them from all liability for the existence, placement, construction, design, operation, replacement and maintenance of the Detention Area and agree to indemnify such released parties from all liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Detention Area. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property, and further acknowledges that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any

Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, safety, any use, or any future change in use of the Detention Area.

Owners grant an easement to the Declarant, the Association, and their respective designees, for any noise, water, lighting, odors, parking, visibility and traffic, which may occur in the normal operation of the Detention Area. There is further reserved for the Declarant, the Association, and their respective designees an easement to the extent necessary over portions of Lots located in proximity to the Detention Area for water and overspray of any products used to control vegetation within the Detention Area. Owners and Occupants of Lots that are in proximity to the Detention Area must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Detention Area. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the Association, including its directors and officers, for all costs of clean up and remediation necessary to restore the Detention Area to its condition immediately prior to said infiltration.

This Supplemental Amendment may only be amended as provided in Article XVI of the Declaration.

*[signature page follows]*

IN WITNESS WHEREOF, this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Greens Prairie Reserve, Section 4, Phase 402, is executed as of the 16<sup>th</sup> day of August, 2024.

**DECLARANT:**

OGC CNO JV, LLC, a Texas limited liability company

By: OGC Greens Prairie Investors, LLC, a Texas limited liability company

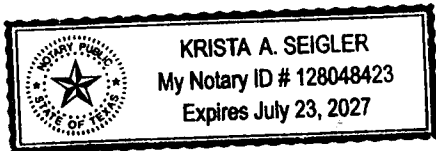
By: [Signature]  
Print Name: R. Hunter Goodwin  
Title: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF Brazos    §

BEFORE ME, the undersigned authority, on this day personally appeared R. Hunter Goodwin the Manager of OGC Greens Prairie Investors, LLC, a Texas limited liability company, the agent of OGC CNO JV, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16<sup>th</sup> day of August, 2024.

[Signature]  
Notary Public – State of Texas



**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1536720  
Volume : 19386  
ERecordings - Real Property

Recorded On: August 16, 2024 03:16 PM

Number of Pages: 8

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

Total Recording: \$53.00

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

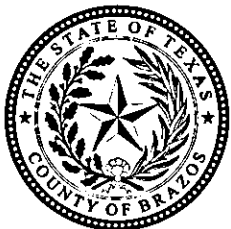
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**File Information:**

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Receipt Number: 20240816000113  
Recorded Date/Time: August 16, 2024 03:16 PM  
User: Thao C  
Station: CCLERK01

**Record and Return To:**

eRecording Partners



STATE OF TEXAS  
COUNTY OF BRAZOS

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

Karen McQueen  
County Clerk  
Brazos County, TX