

**SUPPLEMENTAL AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MILL CREEK TRAILS
(MILL CREEK NORTH SEC 1)**

After Recording, Return To:
Casson Wen
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Boulevard, 57th Floor
Houston, Texas 77056

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

1. Square Footage Requirements

Square footage requirements for North Section One shall be as set forth in the Dedicatory Instruments.

2. Notices

a. Restricted Reserves

Owners are advised that there exist within Mill Creek North Section One, Restricted Reserves "A", through "D", restricted in their use to utility, landscape, or open space purposes (collectively referred to as the "**Reserves**"). 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, placement, construction, design, operation, replacement and/or maintenance of the Reserves 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 Reserves. 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 further 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, water level variations, any use, and/or any future change in use of the Reserves. The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the Reserves 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 Reserves.

Owners grant an easement to the Declarant and the Association, and their respective designees, for any incidental noise, lighting, visibility, odors, parking and/or traffic, which may occur due to the existence of the Reserves. 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 Section One located adjacent to the Reserves. Owners and Occupants of Lots that are adjacent to or abut the Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Reserves. Any Owner or Occupant permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Reserves to their condition immediately prior to said infiltration.

b. Waste Water Treatment Buffer

Owners are hereby advised that adjacent to and overlapping with the southwest portion of Mill Creek North Section One, there exists or may exist a waste water treatment buffer (the "**Buffer**"). Owners hereby agree to hold harmless the Declarant and the Association, and their

successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Buffer, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental odor, noise and/or visibility of said Buffer, and/or traffic which may occur due to the existence of the Buffer. Owners and Occupants 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 the use of the Buffer.

3. Fencing

Community Fences will be constructed on or adjacent to those portions of the following Lots within Mill Creek North Section One: Lot 1, Block 1, common to Restricted Reserve “A”, Lot 1, Block 4, common to Restricted Reserve “B”, and Lots 5 through 10, 11, 35, and 36, Block 2, common to Restricted Reserve “D”. Such Lots shall be considered Adjacent Lots and shall be subject to the provisions in 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 Mill Creek North Section One shall be installed, maintained, repaired and replaced in accordance with the Dedicatory Instruments.

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

[SIGNATURE PAGE FOLLOWS]

**LIENHOLDER CONSENT AND SUBORDINATION
MILL CREEK SOUTH DEVELOPMENT LTD.**

FIRST CONTINENTAL INVESTMENT CO., LTD., a Texas limited partnership, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of North Section One hereby consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to said Supplemental Amendment (and the covenants, conditions and restrictions in the Supplemental Amendment), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Supplemental Amendment (or the covenants, conditions and restrictions in the Supplemental Amendment). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on March 12, 2020.

FIRST CONTINENTAL INVESTMENT CO.,
LTD., a Texas limited partnership

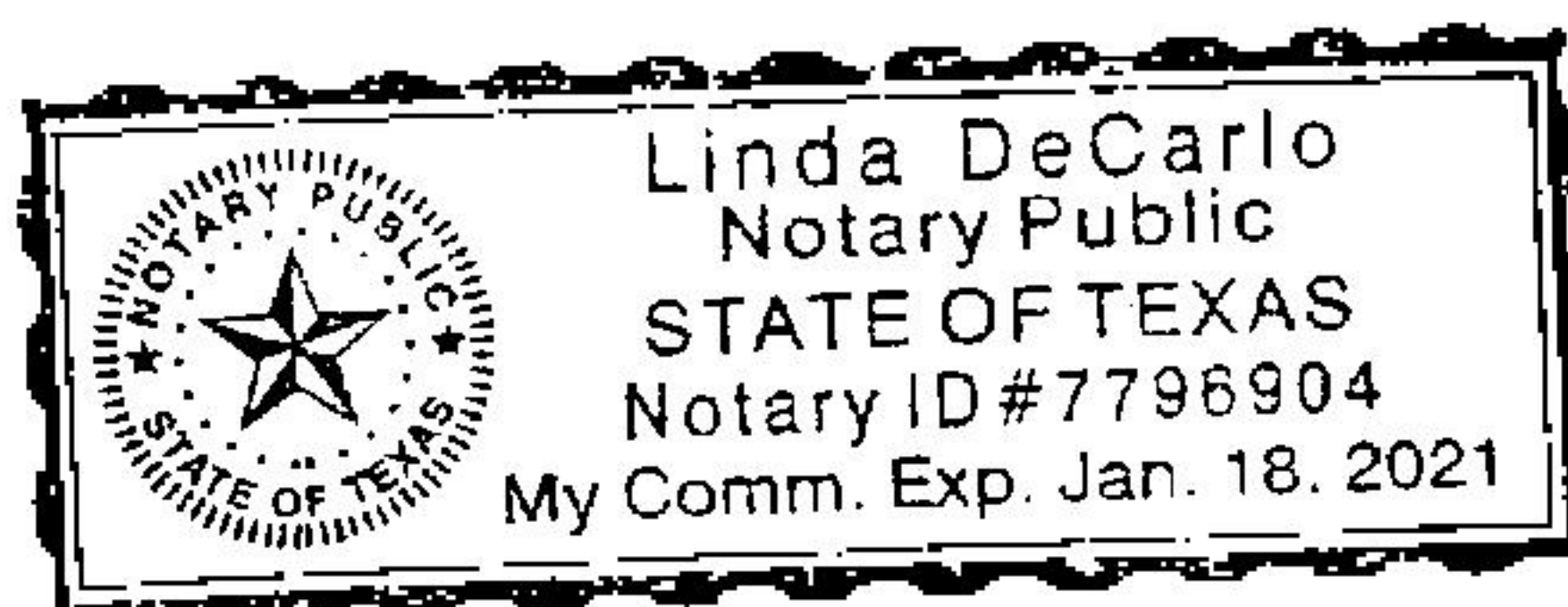
By: *Teresa Adams*

Print Name: *Teresa Adams*

Title: *Senior Vice President*

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of March 2020, by *Teresa Adams*, the *Senior Vice President* of FIRST CONTINENTAL INVESTMENT CO., LTD., a Texas limited partnership, on behalf of said entity.



Linda DeCarlo
Notary Public – State of Texas

1120

**LIENHOLDER CONSENT AND SUBORDINATION
MILL CREEK SOUTH DEVELOPMENT LTD**

Devon Street Homes LP, A TEXAS LIMITED PARTNERSHIP

_____, a _____, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to said Supplemental Amendment (and the covenants, conditions and restrictions in the Supplemental Amendment), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Supplemental Amendment (or the covenants, conditions and restrictions in the Supplemental Amendment). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

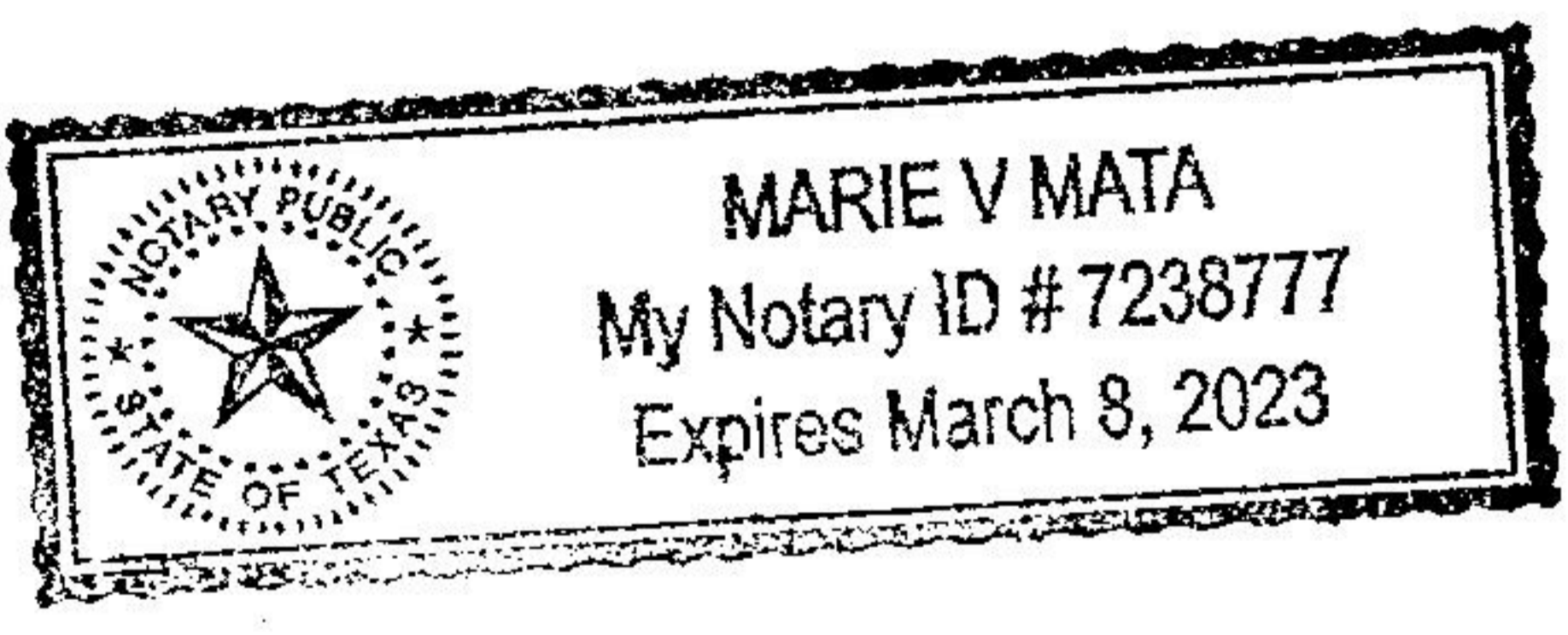
SIGNED AND EXECUTED THIS on February 27, 2020.

By: [Signature]
Print Name: John Stephen Ray
Title: Manager

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on the 27 day of Feb ^{M.M.} 2020, by John Stephen Ray, the Manager of Devon Street Homes, on behalf of said entity.

[Signature]
Notary Public – State of Texas



1/10/20

**LIENHOLDER CONSENT AND SUBORDINATION
MILL CREEK SOUTH DEVELOPMENT LTD**

LEXINGTON 26, LP, A TEXAS LIMITED PARTNERSHIP

being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to said Supplemental Amendment (and the covenants, conditions and restrictions in the Supplemental Amendment), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Supplemental Amendment (or the covenants, conditions and restrictions in the Supplemental Amendment). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

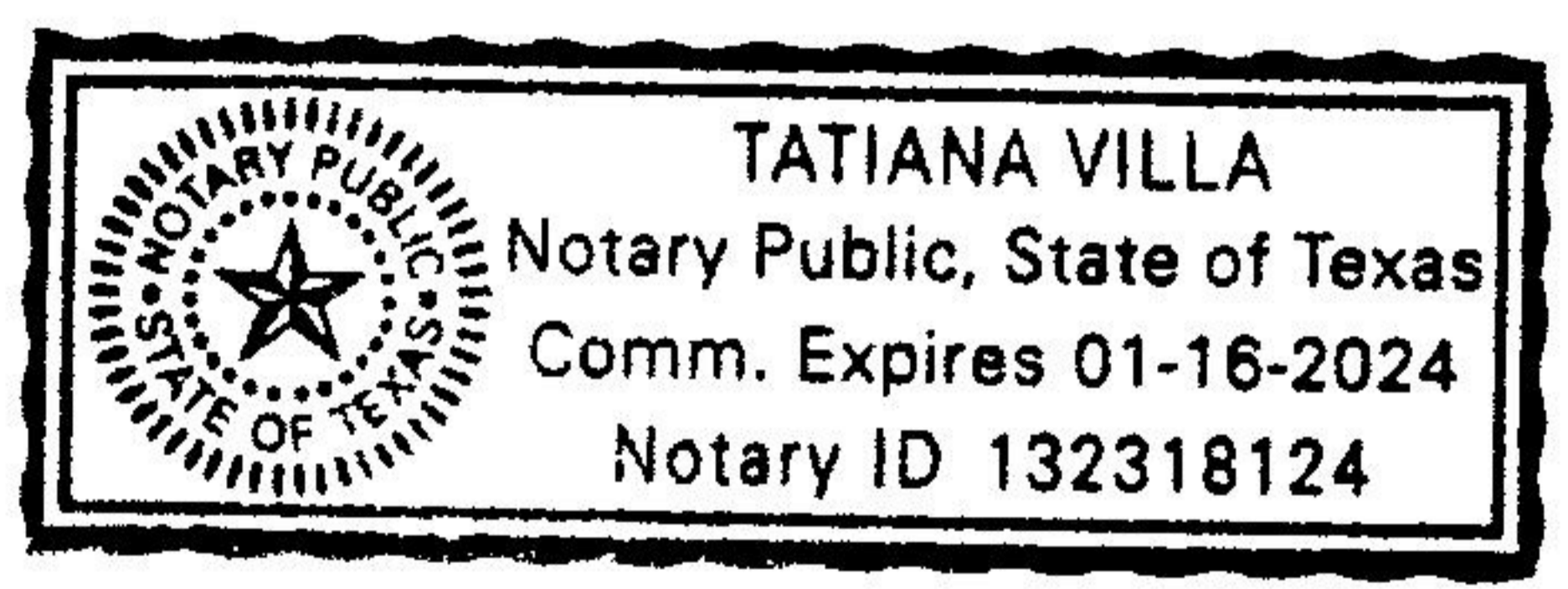
SIGNED AND EXECUTED THIS on February 26, 2020.

By: [Signature]
Print Name: Kenneth B. Williams
Title: Manager

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26th day of February 2020, by Kenneth B. Williams, the Manager of Lexington 26 LP, on behalf of said entity.

Tatiana Villa
Notary Public – State of Texas



1402

**LIENHOLDER CONSENT AND SUBORDINATION
282 MILL CREEK FARM, LTD.**

CYPRESSWOOD D/E DEVELOPMENT LLC, A TEXAS LIMITED LIABILITY COMPANY
_____, a _____, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of North Section One hereby consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to said Supplemental Amendment (and the covenants, conditions and restrictions in the Supplemental Amendment), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Supplemental Amendment (or the covenants, conditions and restrictions in the Supplemental Amendment). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

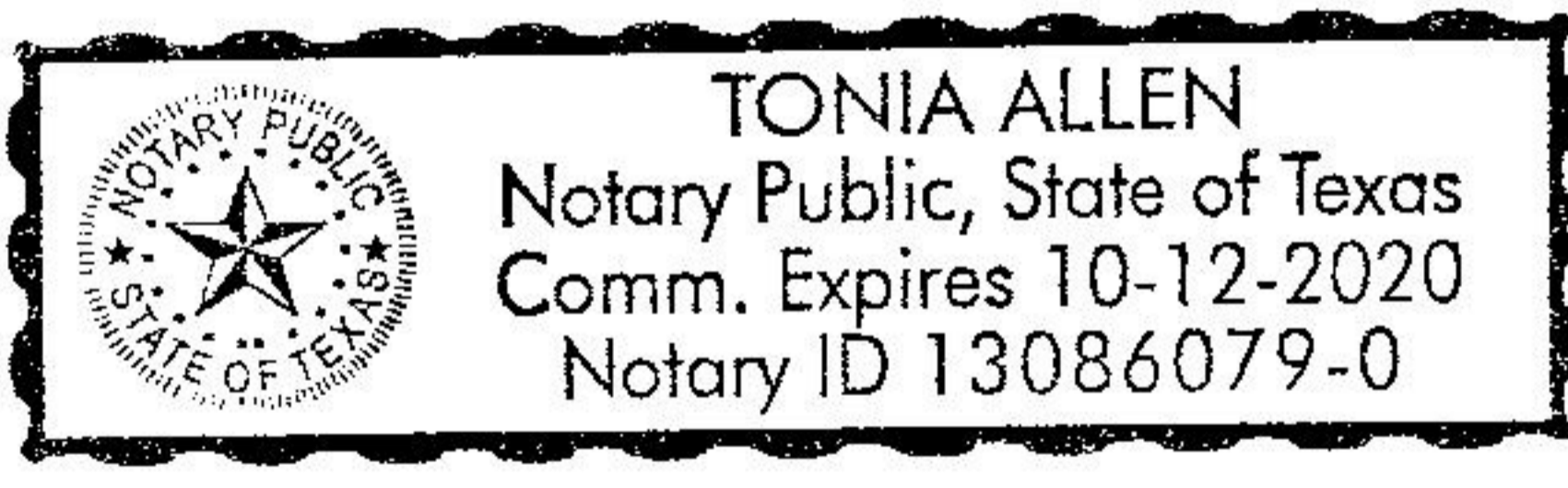
SIGNED AND EXECUTED THIS on FEBRUARY 27, 20, 2020.

By: [Signature]
Print Name: DARREN WARD
Title: PRESIDENT - PELAGIC PROPERTY GROUP LLC
- MANAGER.

STATE OF TEXAS §
COUNTY OF Montgomery §

This instrument was acknowledged before me on the 27 day of February 2020, by Darren Ward, the president of Pelagic Property Group, on behalf of said entity.

[Signature]
Notary Public – State of Texas



LIENHOLDER CONSENT AND SUBORDINATION

282 MILL CREEK FARM, LTD.

LEXINGTON 26, LP, A TEXAS LIMITED PARTNERSHIP

_____, a _____, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of North Section One hereby consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to said Supplemental Amendment (and the covenants, conditions and restrictions in the Supplemental Amendment), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Supplemental Amendment (or the covenants, conditions and restrictions in the Supplemental Amendment). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

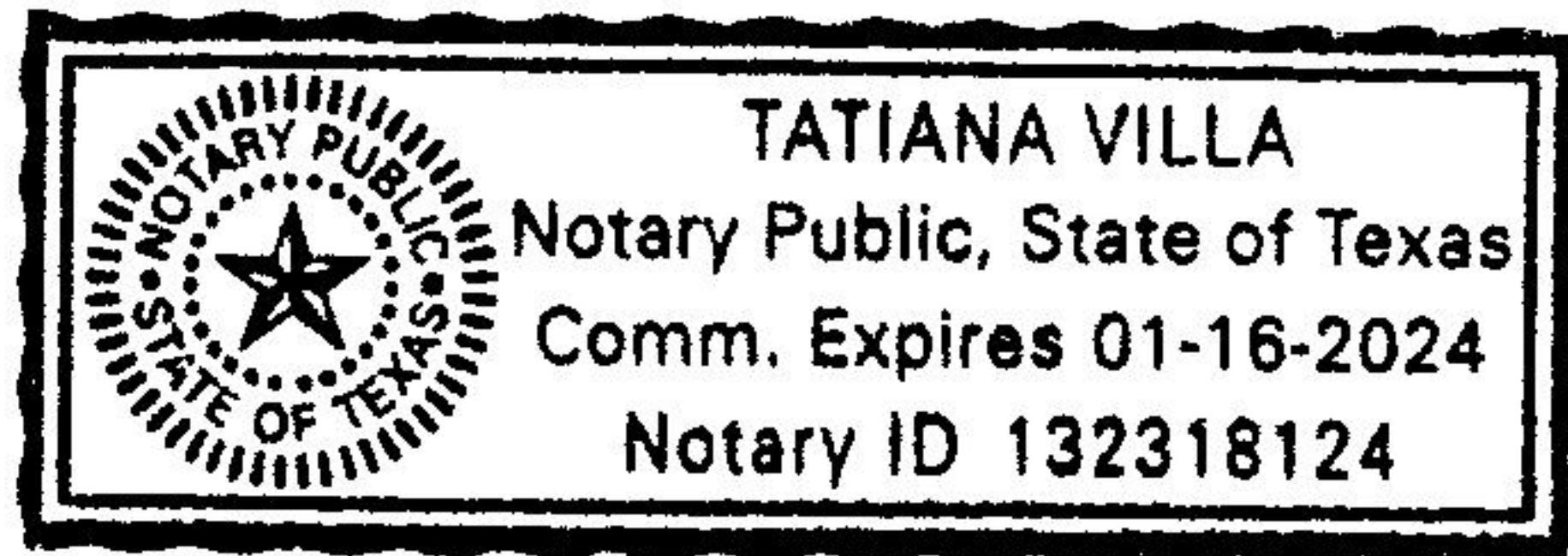
SIGNED AND EXECUTED THIS on February 26, 2020.

By: [Signature]
Print Name: Kenneth B. Williams
Title: Manager

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on the 26th day of February 2020, by Kenneth B. Williams, the manager of Lexington 26 LP, on behalf of said entity.

[Signature]
Notary Public – State of Texas



1/10/20

**LIENHOLDER CONSENT AND SUBORDINATION
282 MILL CREEK FARM, LTD.**

DEVON STREET HOMES LP, A TEXAS LIMITED PARTNERSHIP

being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of North Section One hereby consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to said Supplemental Amendment (and the covenants, conditions and restrictions in the Supplemental Amendment), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Supplemental Amendment (or the covenants, conditions and restrictions in the Supplemental Amendment). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

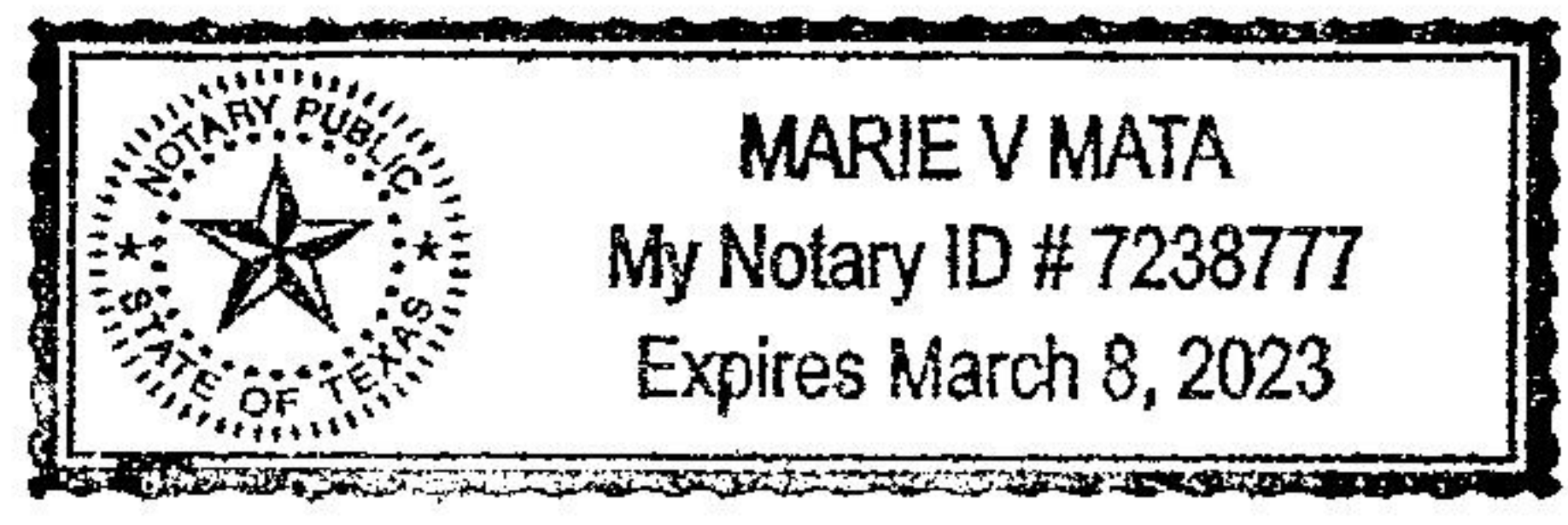
SIGNED AND EXECUTED THIS on February 27, 2020.

By: [Signature]
Print Name: John Stephen Ray
Title: Manager

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on the 27 day of Feb 2020, by John Stephen Ray, the manager of DEVON STREET HOMES LP behalf of said entity.

[Signature]
Notary Public – State of Texas



**LIENHOLDER CONSENT AND SUBORDINATION
282 MILL CREEK FARM, LTD**

TREZ CAPITAL (2015) CORPORATION, a British Columbia corporation, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Supplemental Amendment to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to said Supplemental Amendment (and the covenants, conditions and restrictions in the Supplemental Amendment), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Supplemental Amendment (or the covenants, conditions and restrictions in the Supplemental Amendment). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on March 10, 2020.

TREZ CAPITAL (2015) CORPORATION
a British Columbia corporation

By: **TREZ CAPITAL FUNDING II, LLC**
a Delaware limited liability company,
as Administrative Agent for Trez Capital (2015)
Corporation,

By: 
John D. Hutchinson, President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

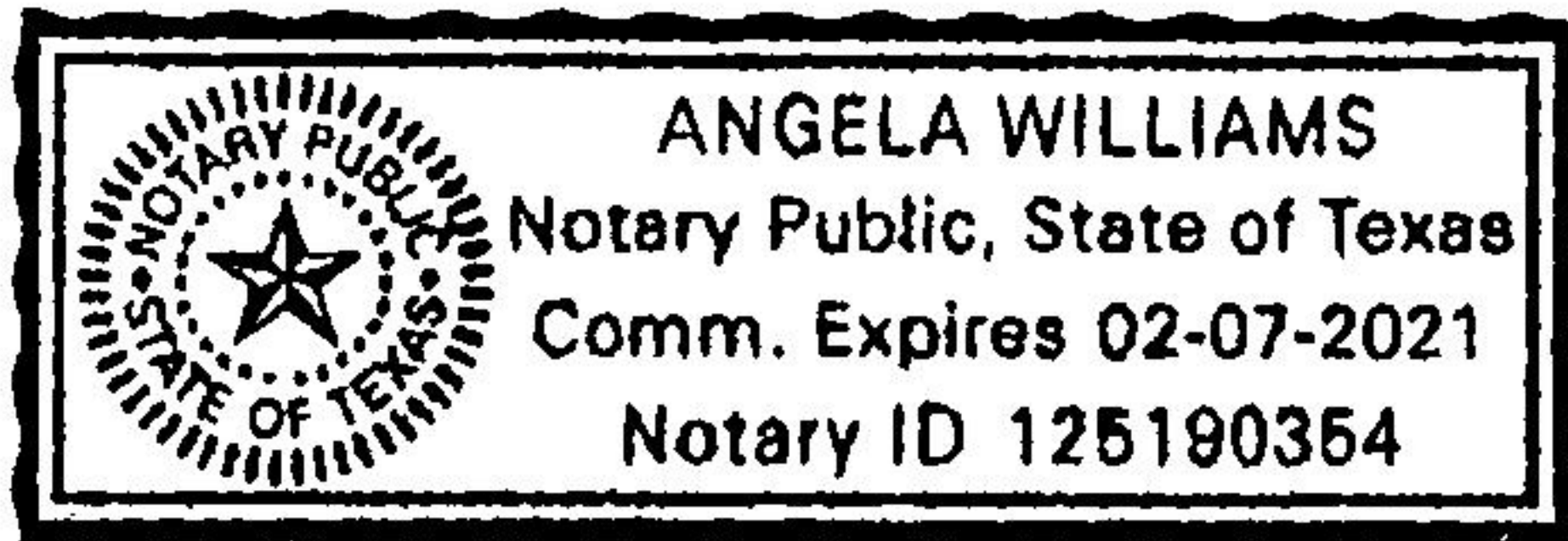
The foregoing instrument was acknowledged before me this 10th day of March, 2020, by John D. Hutchinson, President of Trez Capital Funding II, LLC, a Delaware limited liability company, in its capacity as Administrative Agent for Trez Capital (2015) Corporation, a British Columbia corporation, on behalf of said company and corporation.

Given under my hand and seal of office this 10th day of March, 2020.

Angela Williams

Notary Public in and for
the State of Texas

My Commission Expires:



E-FILED FOR RECORD

03/13/2020 02:02PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

03/13/2020



County Clerk
Montgomery County, Texas