

GF# U175161 CTR

**Declaration of Restrictive Covenants and Easements
The BioCorridor District**

I. Basic Information

Date: April 29, 2013

Declarant: Bryan/Traditions, LP, a Texas limited partnership
Declarant's Address: 2100 Traditions Blvd., Bryan, Texas 77807

Association: BioCorridor Property Owners Association, Inc., a Texas nonprofit corporation
Association's Address: 2100 Traditions Blvd., Bryan, Texas 77807

Property: All that certain tract or parcel of land lying and being situated in Brazos County, Texas and shown on Exhibit "A" attached hereto.

II. Definitions

"Additional Property" means (i) that portion of the real property subject to the Ordinance as shown on Exhibit "B" attached hereto, but which has not been annexed into the District, and (ii) that portion of the real property described as Traditions Subdivision Parcel 12, as set forth on Exhibit "C" attached hereto, but which has not been annexed into the District; **SAVE AND EXCEPT**, the Additional Property shall not include the Excluded Property as defined and set forth on Exhibit "D" attached hereto; such Additional Property being subject to the provisions set forth in Article III, Paragraph I(10) herein.

"Architectural Review Board" means the group of individuals selected by the Board to create and maintain architectural standards for the District, in conjunction with the Ordinance, if applicable, and to approve exterior and structural improvements, additions, changes and other architectural matters within the District.

"Assessment" means any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.

"Board" means the Board of Directors of the Association.

"Bylaws" mean the Bylaws of the Association adopted by the Board.

"Common Area" means all property within the District not designated as a Lot on any recorded plat concerning real property within the District and that has not been accepted for maintenance by the applicable governmental body, including but not limited to areas designated on such a recorded plat as "Greenway" or some other similar designation, or any regional detention pond. Declarant may convey the Common Area to the Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means, Bryan/Traditions, LP, a Texas limited partnership and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Declaration" means this Declaration of Restrictive Covenants and Easements for the BioCorridor District, or any portions thereof, as it may be amended or modified from time to time.

"District" means the Property and any other property that is made subject to this Declaration, which is a part of the area known as the BioCorridor District.

"Easements" mean all easements within the District for utilities, drainage, and other purposes as shown on any plat or of record, including all easements created pursuant to or referenced by this Declaration.

"Governing Documents" means this Declaration and the Certificate of Formation and Bylaws of the Association.

"Lot" means a defined area of real property as shown on a plat, as such may be hereafter combined and further subdivided by subsequent amendments to such plat.

"Member" means Owner.

"Mortgage" means and refers to a mortgage, security deed, deed of trust, installment land sales contract, or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to real property situated in the District.

"Mortgagee" means and refers to the holder of a Mortgage.

"Ordinance" means the BioCorridor Planned Development District Ordinance created by the City of College Station, Texas and the City of Bryan, Texas, which, as of the date of this Declaration, is only applicable to the real property identified on Exhibit "B" attached hereto.

"Owner" means every record owner of a fee interest in a Lot.

"Structure" means any improvement on a Lot, including a sidewalk, driveway, fence, wall, outbuilding, or other facility or equipment.

"Turnover Date" means the date on which Declarant ceases to control the appointment of the Board pursuant to Article III, Paragraph F(3).

III. Covenants and Easements

A. Imposition of Covenants and Easements

1. Declarant imposes the Covenants and Easements on the District. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the District is subject to the Covenants and Easements.

2. The Covenants and Easements are necessary and desirable to establish a uniform plan for the development and use of the District for the benefit of all Owners. The Covenants and Easements run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject such Owner or occupant to a fine, an action for amounts due to the Association, damages, or injunctive relief.

B. Plat and Easements

1. All recorded plats of real property within the District and easements established by such plats, and all matters shown of record affecting the District are part of this Declaration and are incorporated herein by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. With respect to Easements created pursuant to this Declaration, neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in such an Easement.

4. Declarant, the Association, and each Easement holder may install, maintain, and connect facilities in the Easements created pursuant to this Declaration.

C. Common Area and Easements

1. *Title to Common Areas.* At such time or times as Declarant determines appropriate, Declarant shall identify and convey to the Association, and the Association shall accept, fee simple or easement interests in portions of the Property which shall be held by the Association as Common Area. Declarant and the Association anticipate multiple conveyances of Common Area, and the Association's obligations set forth herein with respect to Common Area shall refer only to the Common Area owned by the Association at the particular point in time. Each conveyance shall be, at Declarant's election, by special warranty deed or easement with special warranty of title, subject in either instance to all matters set forth in this Declaration, all liens securing the payment of taxes for the current and all subsequent years, and all easements, liens, rights of way, prescriptive rights, encroachments, overlapping of improvements, discrepancies, conflicts, leases, reservations, mineral severances, restrictions, covenants, conditions, regulations, and other rights, claims, title exceptions and other matters of any kind or nature affecting all or any of the real property interests conveyed as Common Area, whether of record in the real property records of Brazos County, Texas or apparent on the Common Area. Each such conveyance shall be made solely for the benefit of the Owners and all right, title and interest in the Common Area so conveyed shall be held by the Association solely for the use and benefit of the Owners. The land areas comprising Common Area shall not be included for the purposes of voting or assessments.

2. *Greenway Common Areas.* The Greenway Common Areas, as shown on any recorded plat of real property within the District, are Common Areas and shall be, for the benefit of the Lots or other real property within the District, used solely as a boundary area of vegetation, trees and shrubbery, recreational uses consistent with the greenway concept including, without limitation, hiking and biking trails, parks and similar facilities, or other similar greenbelt purposes. The land areas thereof shall not be included for the purposes of voting or assessments. Declarant currently owns the Greenway Common Areas and Declarant may at any time and from time to time convey all or any part thereof to the Association.

3. *Management and Maintenance of Common Areas.* The duties of management and maintenance of the Common Areas are fully reserved to the Association. Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association for the management or maintenance of the Common Areas and the facilities located thereon. A copy of all such agreements shall be available for review by each Owner. Any and all management agreements entered into by the Association shall provide that the Association may cancel said management agreement by giving the other party thirty (30) days' written notice when so authorized by the vote of a majority of the Board and only in conjunction with the Association entering into a new management agreement which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or the Board to effect a new management agreement prior to the expiration of any prior management agreement.

4. *Reserved Easements.* All dedications, limitations, restrictions and reservations shown on any recorded plat of real property within the District and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this Declaration and recorded in the Real Property Records of Brazos County, Texas, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way within the Common Areas, and within unsold Lots for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, with the joinder of any Owner of a Lot to be encumbered, to grant, dedicate,

reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage). Easements shall not reduce the land areas of affected Lots for purposes of voting or assessments, but the drainage and other facilities related to Common Area use within Easements shall be maintained and repaired by the Association as if such were Common Area.

5. *Drainage Easements.* Each Owner covenants to provide easements for drainage and water flow so long as the drainage easements are required by and approved in accordance with the Ordinance. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements, and further covenants not to construct any Structures, temporary or permanent, in any drainage easement, except as approved in writing by Declarant or by the applicable governmental body.

6. *Traffic Easement.* An easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be constructed and intended for such purposes.

7. *Association Easement.* There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion of the Property in the performance of their respective duties. Notwithstanding the foregoing, this Easement reserved for the Association is limited to the exterior portion of any building or other Structure and does not include the interior of any building or other Structure without the advance written consent of the owner; and further, this Easement may be limited by limited access rules and regulations that are imposed on a Lot where such limitations are for purposes of generally protecting the health, safety and security of the occupants of a Lot or the public in general. Except in the event of emergencies, this Easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant of such property directly affected thereby.

8. *Surface Area of Easements.* Each Owner shall maintain the surface area of all Easements located within his Lot and all Structures located thereon except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

9. *Title to Easements Not Conveyed.* Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Common Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved to Declarant.

10. *Installations and Maintenance.* There is hereby created an easement upon, across, over and under all of the easement areas affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across

and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Structure. .

11. *Character of Easements.* The Easements are appurtenant to and run with the property within the District, whether or not the Easements are referenced or described in any conveyance of such property, or any portion thereof. The Easements are for the benefit of the Owners and the heirs, successors, and assigns of the Owners who at any time own such real property or any interest therein.

12. *Duration of Easements.* The duration of the Easements created pursuant to this Declaration is perpetual. Nothing in this Declaration shall change, modify or amend the duration of easements in effect as of the date of the filing of this Declaration nor shall this Declaration change, modify or amend the duration of any easement created by a plat that has been approved by the applicable governmental authority and recorded in the real property records.

13. *Nonexclusiveness of Easements.* The Easements created by this Declaration are nonexclusive, and each of the Owners reserves for itself and its heirs, successors, and assigns the right to use all or part of the Easements created by this Declaration in any manner that is not contrary to or inconsistent with the purposes of the applicable Easement.

14. *No Public Dedication.* With the exception of Easements created for and dedicated to a public purpose, whether created pursuant to this Declaration, a plat or otherwise, establishment of the Easements in this Declaration is not intended to establish any right for the benefit of the public, nor shall the establishment of such Easements in any manner constitute a dedication of a public easement.

15. *Rights Reserved.* Each Owner reserves for that Owner and that Owner's heirs, successors, and assigns the right to continue to use and enjoy the surface of the applicable Lot for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements.

16. *Equitable Rights of Enforcement.* The Owners may enforce the Easements created by this Declaration by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Owners or those benefited by this Declaration; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

D. **Use and Activities**

1. *Permitted Use.* Real property subject to this Declaration may be used for any lawful purpose other than Prohibited Activities.

2. *Prohibited Activities.* Prohibited activities are—

- a. any illegal activity;
- b. any nuisance, noxious, or offensive activity;
- c. any dumping of rubbish;
- d. business based primarily upon materials or performances that depict, describe, or relate to sexual activities, anatomical areas, or nudity (including but not limited to adult arcades, adult bookstores, adult cabarets, and adult theaters);
- e. drilling for oil, gas, or other hydrocarbons or mineral extraction of any kind or character;

- f. mini-storage or warehouse uses (other than interior storage incidental to a Permitted Use); and
- g. any prohibited use set forth pursuant to the Ordinance, to the extent the Ordinance is applicable to such real property.

3. *Expressly Permitted Activities.* The District has been established, in part, to support and encourage the development, construction, operation and maintenance of a variety of bio-medical facilities including, without limitation, live virus facilities, and pandemic influenza facilities. The District is dedicated to the research, design, development, and testing of new products and services involving uses that support the purpose of the BioCorridor. The activities that support the BioCorridor are expressly permitted and shall not be treated as a noxious or offensive activity that might otherwise be prohibited by this Declaration.

E. Construction and Maintenance Standards

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one Lot, but only pursuant to the procedures set forth in the Ordinance, if applicable.
- b. *Subdivision of Lots.* An Owner of a Lot may further subdivide that Lot, but only pursuant to the procedures set forth in the Ordinance, if applicable.
- c. *Maintenance.* Each Owner must keep the Owner's Lot, all landscaping on the Lot, and all Structures on the Lot in a neat, well-maintained, and attractive condition.

2. *Building Materials for Structures.* Except as provided in Paragraph E(5) of this Article or unless otherwise inapplicable, all Structures constructed in the District shall be in compliance with the restrictions and guidelines established by the Architectural Review Board, as provided in this Paragraph E, and the Ordinance, and the construction of each Structure shall comply with the restrictions and guidelines established by the Architectural Review Board and the procedures set forth in the Ordinance.

3. *Architectural Standards.* In order to preserve the setting and beauty of the District, to establish and preserve a harmonious and aesthetically pleasing design for the District, and to protect and promote the value of the District and meet the standards imposed by the Ordinance, where applicable, it is hereby declared that the real property within the District, and all improvements located thereon, specifically including landscaping improvements that would not be commensurate with the character of other landscaping in the District, shall be subject to certain restrictions and guidelines set forth by the Architectural Review Board, and no improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the District except such improvements as are approved by the Architectural Review Board in accordance with this Paragraph E. Each Owner and its contractors and employees shall observe, and comply with, the architectural guidelines which now or may hereafter be promulgated by the Architectural Review Board from time to time. Such architectural guidelines shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein. The architectural guidelines shall not require any Owner to alter a Structure previously constructed, provided that such Structure met the relevant architectural guidelines and were approved by the Architectural Review Board (if applicable) at the time such Structure was constructed. Notwithstanding the foregoing, real property within the District owned by the State of Texas or any of its agencies (e.g.; The Texas A&M University System) shall not be subject to the restrictions and guidelines established by the Architectural Review Board, and further, improvements to such real property shall not require the approval of the Architectural Review Board. The foregoing

exclusion from the application of the restrictions and guidelines established by the Architectural Review Board shall not apply to real property that has been sold, assigned or transferred by the State of Texas or any of its agencies to a private party, but such private party shall not be obligated to bring then existing improvements into compliance with the restrictions and guidelines established by the Architectural Review Board but any subsequently constructed improvements or material modifications to the exterior of existing improvements must comply with the restrictions and guidelines established by the Architectural Review Board and in effect at the time of such construction or material modification.

4. *Architectural Review Board.* The Board shall reserve the right to create an Architectural Review Board whose function shall be to create and enforce architectural guidelines in conjunction with the goals set forth in Paragraph E(3) of this Article. The Architectural Review Board shall consist of not less than three (3) members. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing, any member appointed to the Architectural Review Board by the Board shall be subject to the prior approval of Declarant until the Turnover Date. A majority of the members shall constitute a quorum for the transaction of business at any regularly scheduled meeting (or special meeting if seven (7) days' notice of such meeting has been provided to each member) of the Architectural Review Board, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Review Board shall constitute the action of the Architectural Review Board on any matter before it. The Architectural Review Board is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, attorneys, and/or other professionals in order to advise and assist the Architectural Review Board in performing its functions set forth herein. Each member of the Architectural Review Board may be paid a stipend or honorarium as from time to time determined by the Board. The Architectural Review Board is hereby empowered to establish and promulgate architectural and landscaping policies and procedures which must be adhered to by all Owners in undertaking any improvement within any area of real property in the District.

5. *State of Texas Exemption.* The District has been established, in part, to support and encourage the development, construction, operation and maintenance of a variety of bio-medical facilities, and to the extent that those facilities, or any Structure, are owned by the State of Texas or any of its agencies (e.g.; The Texas A&M University System) nothing in this Declaration shall cause the development, design and construction rules and regulations of the Ordinance to apply to the State of Texas or any of its agencies. Nothing in this Declaration shall impose on the State of Texas or any of its agencies the obligation to comply with any municipal ordinance, rule or regulation that the State of Texas or any of its agencies would not otherwise be obligated to comply with.

F. **Association**

1. *Establishment and Governance.* The Association is established by filing its certificate of formation and is governed by the Governing Documents. The Association has the powers of a nonprofit corporation and the property owners association for the District under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.

3. *Turnover Date.* Declarant shall cease to have the right to appoint the members of the Board upon the earlier to occur of (i) the date upon which all real property in the District and all Additional Property that may be incorporated into the District, including all Common Areas, is owned by an Owner other than: (a) Declarant or (b) Bryan Commerce and Development, Inc. ("BCD") if such real property owned by BCD is subject to that certain Amended and Restated Master Economic Development Agreement dated October 14, 2009, by and between the City of Bryan, Texas, BCD, and Traditions Acquisition Partnership, L.P.; or (ii) Declarant's determination and declaration of the cessation of such right in an instrument recorded in the official records of Brazos County, Texas.

4. **Membership and Voting Rights.** Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of real property within the District. The Association has one class of voting Members. When more than one person is the Owner of a real property within the District, such persons shall cast its vote on behalf of the Owner in such manner as they determine.

5. **Special Provisions Regarding Voting.** The Members shall be entitled to vote in the same proportion as the land areas of the real property within the District they own. All references to a majority (or other portion) of votes shall be based on the land area of the real property within the District owned by the Members casting votes, not on a per capita or per Owner basis. All votes may be by vote at a meeting of the Members in accordance with the Bylaws or by written consent of those Members having the requisite voting power.

6. **Common Areas.** The management and maintenance of the Common Areas are the full responsibility of the Association.

G. **Assessments**

1. **Authority.** The Association may levy Assessments to promote the health, safety, and welfare of the Owners in the District, to fund operating expenses of the Association, and to improve and maintain the Common Areas and other areas of the District controlled by the Association.

2. **Personal Obligation.** An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. **Creation of Lien.** Assessments are secured by a continuing vendor's lien on each portion of real property within the District, which lien is created by Declarant and assigned to the Association. By acceptance of a deed to a Lot or other portion of real property within the District, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments. The lien described in this paragraph shall not apply to any Lot so long as such Lot is owned by the State of Texas or any of its agencies (e.g.; The Texas A&M University System).

4. **Commencement.** All Lots or other portions of real property within the District owned by a person or entity other than Declarant or the Association are subject to Assessments.

5. **Regular Assessments**

a. **Rate.** Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association. Until changed by the Board, the Regular Assessment is \$0.00 per acre.

b. **Changes to Regular Assessments.** Regular Assessments may be changed annually by the Board, provided that the initial Regular Assessments set forth herein may be amended at any time by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty (30) days before its effective date.

c. **Collections.** Regular Assessments will be collected annually in advance, payable on the tenth (10th) day of the year and on the same day of each succeeding year.

6. **Special Assessments.** In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the District but requiring funds exceeding those available from the Regular Assessments. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority of the votes of the Members.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

9. *Subordination of Lien to First Mortgages.* The lien granted herein to the Association is subordinate to any first lien granted by an Owner against real property situated within the District. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure, but not as to Assessments to become due after such foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within thirty (30) days after it is due is delinquent.

11. *Basis of Determination.* All Regular Assessments and Special Assessments shall be calculated and apportioned upon the area of land subject to such assessment.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of five percent (5%) of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of ten percent (10%) per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* The Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

3. *Nonjudicial Foreclosure of Lien.* The Association may foreclose the Association's lien against real property situated within the District by power of sale as permitted by law. The Association may designate a person to act as trustee or otherwise to exercise the power of sale on behalf of the Association.

4. *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

5. *Remedy of Violations.* The Association may access an Owner's real property situated within the District to remedy a violation of the Governing Documents.

6. *Suspension of Voting.* An Owner delinquent in payment of any Assessment may not vote.

7. *Suspension of Other Rights.* If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

8. *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's guests, agents, independent contractors, and invitees in accordance with law.

I. General Provisions

1. *Term.* This Declaration runs with the land and is binding for a term of twenty (20) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless

within twelve (12) months before the end of a term a majority of the votes of the Members elect not to extend the term. An instrument reflecting the extension will be signed by the Association and recorded.

2. *No Waiver.* Failure by the Association or an Owner to enforce the Governing Documents is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment by Declarant.* Prior to the Turnover Date, this Declaration may be amended at any time by Declarant by an instrument in writing filed and recorded in the official records of Brazos County, Texas, without the approval of any Owner or Mortgagee; provided, however, that (i) in the event that such amendment materially and adversely alters or changes any Owner's right to the use and enjoyment of the Owner's real property in the District or the Common Areas as set forth in this Declaration or adversely affects the title to any of Owner's real property in the District, such amendment shall be valid only upon the written consent thereto by all of the then existing Owners affected thereby; or (ii) in the event that such amendment would materially and adversely affect the security, title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Any amendment made pursuant to this paragraph shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees, if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to real property in the District agrees to be bound by such amendments as are permitted by this paragraph and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the District (a) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which shall be in conflict therewith, (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to any real property subject to this Declaration, or (c) if such amendment is required by a reputable private insurance company to insure Mortgages on the real property or other improvements subject to this Declaration.

5. *Amendment by Association.* Amendments to this Declaration, other than those authorized pursuant to Paragraph I(4) of this Article, may be proposed and adopted at any time by approval of a majority of the votes of the Members; provided, however, that, other than amendments by Declarant authorized pursuant to Paragraph I(4) of this Article, during the initial twenty (20) year term this Declaration may be amended only with the unanimous approval of all Members. No amendment may adversely affect an Owner's use and enjoyment of its Lot except with the written consent of each adversely affected Owner. An instrument containing the approved amendment will be signed by the Association and recorded. Notwithstanding the foregoing, any amendment to the Declaration under this Paragraph I(5) must also be approved by Declarant if such amendment occurs prior to the Turnover Date.

6. *Conflict.* This Declaration controls over the other Governing Documents.

7. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

8. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Association's records, and the Association, the Board or a managing agent at the Association's principal office or another address

designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

9. *Ordinance Amendment.* Until the Turnover Date, no Owner may request or in any manner seek an amendment to the Ordinance without the written consent of Declarant.


10. *Annexation of Additional Property.* Prior to the Turnover Date, upon written approval of Declarant, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property. Additionally, prior to the Turnover Date, Declarant may record an annexation agreement with respect to any portion of the Additional Property that will impose this Declaration and the Covenants on such annexed property, without the necessity of the consent of any owner of such annexed property. Following the Turnover Date, a majority of the Members at a meeting held in accordance with the Bylaws may record an annexation agreement that will impose this Declaration and the Covenants on any portion of the Additional Property, without the necessity of the consent of any owner of such annexed property.

[Signatures Appear on the Following Page]

DECLARANT:


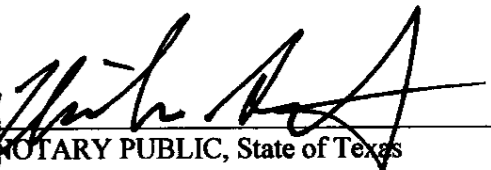
BRYAN/TRADITIONS, LP, a Texas limited partnership

By: TRADITIONS ACQUISITION PARTNERSHIP GP,
LLC, a Texas limited liability company, its General
Partner

By: 
W. SPENCER CLEMENTS, JR.,
Vice President

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 29th day of April, 2013, by W. Spencer Clements, Jr., Vice President of Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, the general partner of BRYAN/TRADITIONS, LP, a Texas limited partnership, acting for and on behalf of said limited partnership.

 
NOTARY PUBLIC, State of Texas

After Recording Return To:

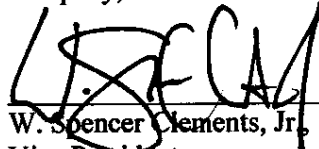
West, Webb, Allbritton & Gentry, P.C.
Attn: Michael H. Gentry
1515 Emerald Plaza
College Station, Texas 77845

Consent of Owner

BRYAN/TRADITIONS, LP, a Texas limited partnership, the owner of the Property, does hereby consent to and approve this Declaration and subjects the Property to this Declaration.

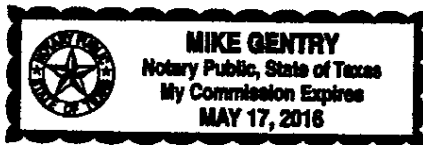
BRYAN/TRADITIONS, LP, a Texas limited partnership

By: TRADITIONS ACQUISITION PARTNERSHIP GP, LLC, a Texas limited liability company, its General Partner

By: 
W. Spencer Clements, Jr.
Vice President

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 29th day of April, 2013, by W. Spencer Clements, Jr., Vice President of Traditions Acquisition Partnership GP, LLC, the general partner of BRYAN/TRADITIONS, LP, on behalf of said limited partnership.




NOTARY PUBLIC, State of Texas

EXHIBIT "A"

Lot Two (2), Block One (1), The Traditions Subdivision Phase 23, City of Bryan, according to the plat thereof recorded in Volume 11293 , Page 184, Official Records, Brazos County, Texas.

Greenway Common Area, The Traditions Subdivision Phase 23, City of Bryan, according to the plat thereof recorded in Volume 11293, Page 184, Official Records, Brazos County, Texas.

EXHIBIT "B"



EXHIBIT "C"

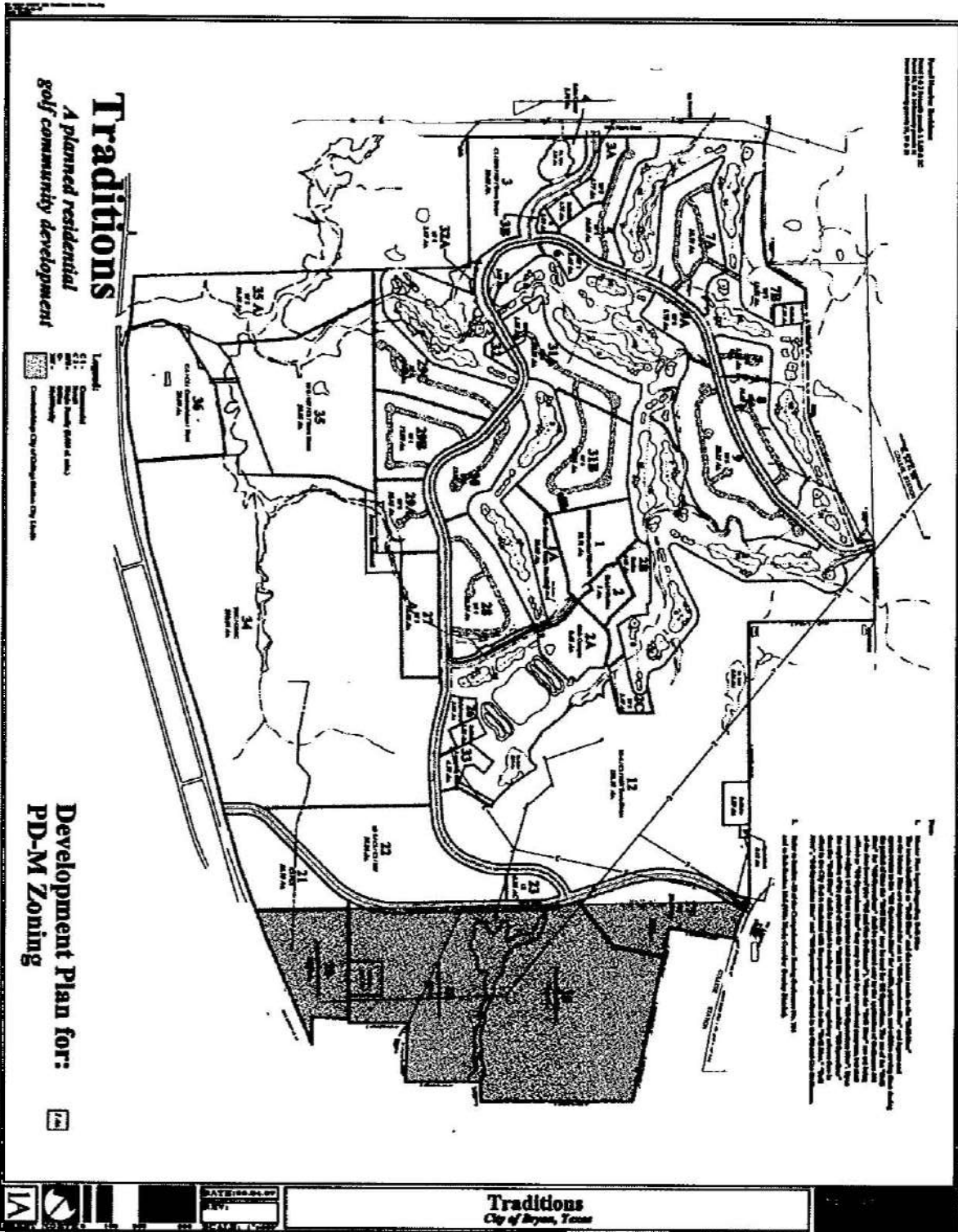


EXHIBIT "D"
EXCLUDED PROPERTY

The Excluded Property shall include all of the following and shall not be considered as Additional Property:

(a) that certain tract known as Lot One (1), Block One (1), The Traditions Subdivision Phase 21A, City of Bryan, according to the plat thereof recorded in Volume 10892, Page 173, Official Records, Brazos County, Texas;

(b) that certain tract known as Lot One (1), Block One (1), The Traditions Subdivision Phase 22, City of Bryan, according to the plat thereof recorded in Volume 11143, Page 276, Official Records, Brazos County, Texas; and

(c) that certain 8.47 acre tract of land lying and being situated in the J.H. Jones Survey, Abstract No. 26 Bryan, Brazos County, Texas and described by metes and bounds as follows:

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE J. H. JONES SURVEY, ABSTRACT NO. 26, BRYAN, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 324.83 ACRE TRACT AS DESCRIBED BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT, INC. RECORDED IN VOLUME 4023, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD FOUND ON THE NORTHERLY LINE OF SOUTH TRADITIONS DRIVE (100' R.O.W.) MARKING THE SOUTH CORNER OF LOT 2, THE TRADITIONS SUBDIVISION, PHASE I, ACCORDING TO THE PLAT RECORDED IN VOLUME 10193, PAGE 8 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 324.83 ACRE TRACT AND SAID LOT 2 FOR THE FOLLOWING CALLS:

N 30° 48' 57" E FOR A DISTANCE OF 160.13 FEET TO A ½ INCH IRON ROD FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 100.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 10' 58" FOR AN ARC DISTANCE OF 71.88 FEET (CHORD BEARS: N 51° 24' 27" E - 70.34 FEET) TO A ½ INCH IRON ROD FOUND MARKING THE END OF SAID CURVE;

N 71° 59' 56" E FOR A DISTANCE OF 369.50 FEET TO A POINT ON THE COMMON LINE OF SAID REMAINDER OF 324.83 ACRE TRACT AND THE REMAINDER OF A CALLED 51.87 ACRE TRACT DESCRIBED AS TRACT SIX BY A DEED TO TRADITIONS CLUB BRYAN, LLC RECORDED IN VOLUME 9444, PAGE 52 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID POINT MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 200.00 FEET, FOR REFERENCE A ½ INCH IRON ROD FOUND BEARS: S 14° 19' 33" E FOR A DISTANCE OF 0.28 FEET;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 324.83 ACRE TRACT AND SAID REMAINDER OF 51.87 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75° 35' 50" FOR AN ARC DISTANCE OF 263.88 FEET (CHORD BEARS: N 34° 12' 01" E - 245.16 FEET) TO THE END OF SAID CURVE, FOR REFERENCE A ½ INCH IRON ROD FOUND BEARS: S 28° 52' 59" E FOR A DISTANCE OF 0.40 FEET;

THENCE: N 03° 35' 54" W CONTINUING ALONG THE COMMON LINE OF SAID

REMAINDER OF 324.83 ACRE TRACT AND SAID REMAINDER OF 51.87 ACRE TRACT FOR A DISTANCE OF 132.75 FEET TO A 1/2 INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: THROUGH SAID REMAINDER OF 324.83 ACRE TRACT FOR THE FOLLOWING CALLS:

N 86° 25' 20" E FOR A DISTANCE OF 37.97 FEET TO A 1/2 INCH IRON ROD SET;

S 24° 33' 39" E FOR A DISTANCE OF 125.10 FEET TO A 1/2 INCH IRON ROD SET MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 180.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 53' 09" FOR AN ARC DISTANCE OF 115.88 FEET (CHORD BEARS: S 06° 07' 05" E - 113.89 FEET) TO A 1/2 INCH IRON ROD SET MARKING THE END OF SAID CURVE;

S 12° 19' 30" W FOR A DISTANCE OF 228.47 FEET TO A 1/2 INCH IRON ROD SET MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 190.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 135° 20' 01" FOR AN ARC DISTANCE OF 448.78 FEET (CHORD BEARS: S 55° 20' 31" E - 351.50 FEET) TO A 1/2 INCH IRON ROD SET MARKING THE END OF SAID CURVE;

S 46° 23' 49" E FOR A DISTANCE OF 61.96 FEET TO A 1/2 INCH IRON ROD SET ON THE NORTHERLY LINE OF SOUTH TRADITIONS DRIVE MARKING THE MOST EASTERLY CORNER OF THIS HEREIN DESCRIBED TRACT, SAID IRON ROD BEING IN A CLOCKWISE CURVE HAVING A RADIUS OF 500.00 FEET;

THENCE: ALONG THE NORTHERLY LINE OF SOUTH TRADITIONS DRIVE FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 47' 53" FOR AN ARC DISTANCE OF 172.77 FEET (CHORD BEARS: S 54° 03' 49" W - 171.91 FEET) TO AN "X" SET IN CONCRETE MARKING THE END OF SAID CURVE;

S 63° 57' 46" W FOR A DISTANCE OF 143.89 FEET TO AN "X" SET IN CONCRETE MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 500.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64° 52' 17" FOR AN ARC DISTANCE OF 566.11 FEET (CHORD BEARS: N 83° 36' 06" W - 536.35 FEET) TO THE END OF SAID CURVE;

N 51° 09' 57" W FOR A DISTANCE OF 261.43 FEET TO THE **POINT OF BEGINNING** CONTAINING 8.47 ACRES OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502
D:/WORK/MAB/12-614.MAB

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

as stamped hereon by me.
May 02, 2013

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

Document Number: 01154165
Amount 84.00
Receipt Number - 469521
By: Becky Wright

Filed for Record in:
BRAZOS COUNTY
As a
NO LABEL RECORDING
On: May 02, 2013 at 02:11P