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By:  
Becky Wright

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## Second Amendment

To

## Declaration of Restrictive Covenants and Easements

## The BioCorridor District

**AFTER RECORDING, RETURN TO:**

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

**SECOND AMENDMENT  
TO  
DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS  
THE BIOCORRIDOR DISTRICT**

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS THE BIOCORRIDOR DISTRICT ("Amendment") is made this 3<sup>rd</sup> day of March, 2015, by BRYAN/TRADITIONS, LP, a Texas limited partnership ("Declarant").

**WITNESSETH:**

- A. **WHEREAS**, Declarant recorded a Declaration of Restrictive Covenants and Easements The BioCorridor District on April 29, 2013, in the Official Records of Brazos County, Texas, at Volume 11313, Page 1, as amended by First Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on May 23, 2013, in the Official Records of Brazos County, Texas, at Volume 11439, Page 36 (as amended now or in the future, the "Declaration");
- B. **WHEREAS**, all capitalized terms used herein that are not otherwise defined shall have the meaning given those words in the Declaration;
- C. **WHEREAS**, The Final Plat of The Traditions Subdivision Phase 27 was recorded in the Official Records of Brazos County, Texas on February 23, 2015, at Volume 12534, Page 210, a copy of which is attached hereto as Exhibit "D";
- D. **WHEREAS**, Declarant desires to add certain property described on Exhibit "A" attached hereto ("Atlas Tract") to the Property, and further to annex the Atlas Tract into the District;
- E. **WHEREAS**, Declarant desires to add certain property described on Exhibit "B" attached hereto ("Lake Tract") to the Property, and further to annex the Lake Tract into the District;
- F. **WHEREAS**, Declarant desires to add certain property described on Exhibit "E" attached hereto ("1.89 Acre Tract") to the Property, and further annex the 1.89 Acre Tract into the District;
- G. **WHEREAS**, Declarant desires to create a mechanism by which sub-districts may be established within the District for the purpose of providing a common development theme within a sub-district along with shared benefits and associated costs for common areas the benefit of which are primarily limited to the sub-district;
- H. **WHEREAS**, Declarant desires to expand the Greenway Common Areas through the annexation of the Lake Tract;
- I. **WHEREAS**, Declarant desires to establish a sub-district for the development of a hotel and conference center along with associated retail, restaurant, office and commercial uses;
- J. **WHEREAS**, Paragraph I(4) of Article III of the Declaration authorizes the Declarant to amend the Declaration without the approval of any other Owner or Mortgagee if such amendment has no adverse effect on any such Owner or Mortgagee; and
- K. **WHEREAS**, this Amendment has no material adverse effect on any Owner or Mortgagee.

**NOW, THEREFORE**, Declarant hereby amends the Declaration as set forth below.

1. **Definition of Property and Annexation of Property into the District.** The Property, as defined in the Declaration and further described on **Exhibit "A"** to the Declaration is amended so that the Atlas Tract, the Lake Tract, and the 1.89 Acre Tract are added to and included in the definition of Property, and the Atlas Tract, the Lake Tract, and the 1.89 Acre Tract are annexed into the District.
2. **Greenway Common Areas.** The Lake Tract is hereby expressly designated as a Greenway Common Area as that phrase is used and defined at Article III, Paragraph C.2. of the Declaration.
3. **Lake Tract Reservation of Option.** Notwithstanding the annexation of the Lake Tract set forth herein, there is reserved to the Developer for a period of ten (10) years from the date of the deed from the Developer to the Association an option to take back a portion of the Lake Tract, and to remove such portion from the designation as a Common Area and to annex such area into the District.
4. **Definitions.** Article II of the Declaration is amended to add the following definitions:

"**Limited Common Areas**" shall mean and refer to all real property (inclusive of fee, leasehold and easement estates) including any improvements, amenities, roads, fixtures, utilities, parking surfaces, parking facilities, parking garages, driveways, structures and facilities thereon, owned by, leased to, or the use of which has been granted to the Association as set forth in this Declaration or in an amendment thereto specifically designated as Limited Common Areas, to which the access and use thereof is for the primary use and enjoyment in common by the Owners of Lots in the Sub-District in which such Limited Common Area is established, and to the tenants, agents, guests or invitees of each such Owner. The expenses incurred by the Association for the maintenance, operation, repair and upkeep of the Limited Common Areas for a Sub-District shall be a Sub-District Expense assessed to the Owners of Lots in the Sub-District.

"**Sub-District**" means and refers to any portion of the Property designated as a Sub-District by amendment to this Declaration.

"**Sub-District Assessments**" Shall mean Assessments established pursuant to Article III, Paragraph G. of this Declaration, but which are limited to Sub-District Expenses and which are charged only against the Owners in the associated Sub-District. The provisions of Article III, Paragraph G. of this Declaration concerning Assessments shall in all respects be applicable to the Sub-District Assessments, including without limitation the authority, personal obligation, lien rights, calculation of and liability for regular assessments, calculation of and liability for special assessments, approval methods, fines, subordination to first mortgagees, delinquency and basis of determination. The Owners of Lots in a Sub-District shall be obligated to pay both the Assessments established for the District in accordance with this Declaration and the Sub-District Assessments established for the applicable Sub-District. Without in any manner limiting the foregoing it is expressly provided that Sub-District Assessments shall include Special Assessments established by the Association for Sub-District Expenses that are incurred for the purpose of the construction, development, installation, repair, maintenance, and protection (including without limitation, at the discretion of the Association, providing for guarding, limited access, gating and collection of parking fees) of parking surfaces, parking facilities, parking garages, driveways and any other improvements necessary or related to providing parking to the Owners, guests and invitees within the Sub-District.

"**Sub-District Expense(s)**" shall mean and refer to the costs and expenses incurred by the Association to benefit primarily the Owners of Lots in a particular Sub-District, and which are in addition to the general operating and maintenance expenses of the Association. Sub-District Expenses shall include but are not limited to the following:

- (a) expenses incurred for maintenance and repair of Limited Common Areas of the Sub-District;

- (b) expenses incurred for maintenance and repair of landscaping, landscaped areas, walks, trails, lakes, ponds, fountains, lighting, signage, mailboxes and other improvements situated within the Limited Common Areas of the Sub-District;
- (c) expenses incurred for the maintenance and repair of private streets, roads, alleys and sidewalks within the Limited Common Areas of the Sub-District;
- (d) expenses incurred for maintenance and repair of drainage systems, utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Limited Common Areas of the Sub-District and which are not maintained by a public authority, public or private utility, or other Person;
- (e) expenses incurred for maintenance and repair of restricted access gates, devices or systems; and
- (f) expenses incurred in the construction, development, installation, repair, maintenance, and protection (including without limitation, at the discretion of the Association, providing for guarding, limited access, gating and collection of parking fees) of parking surfaces, parking facilities, parking garages, driveways and any other improvements necessary or related to providing parking to the Owners, guests and invitees within the Sub-District.

5. **Paragraph J of Article III is hereby added to the Declaration to read as follows:**

J. **Sub-Districts**

1. *Creation of Sub-Districts.* The Developer or the Association may from time to time create Sub-Districts within the District for the purpose of establishing a common development plan for such Sub-District, and further for the purpose of establishing and providing for the construction and maintenance of Limited Common Areas within such Sub-District.

2. *Authority of Association.* Each Owner of a Lot within a Sub-District agrees to be bound by the rules and regulations created for such Sub-District as may be determined in the sole discretion of the Association, including any Architectural Review Board requirements or guidelines specific to such Sub-District; provided, that no such rules, regulations, requirements or guidelines shall be less restrictive than those set forth otherwise in this Declaration.

3. *Limited Common Areas.* The Limited Common Areas which are located within the boundaries of a Sub-District are to be expressly designated as Limited Common Areas of the Sub-District, such designation to be accomplished by a written amendment to this Declaration. Access to and use of the Limited Common Areas in a Sub-District shall be for the primary use and enjoyment in common by the Owners of the Lots in the Sub-District, and to the family, tenants, agents, guests or invitees of each such Owner.

4. *Sub-District Assessments.* The Association, in its sole discretion, may determine that certain expenses primarily and directly benefit a Sub-District(s), in which event the Association may ratably allocate such Sub-District Expenses only among the Lots in the particular Sub-District(s) that the Association determines to be primarily and directly benefited thereby. Sub-District Assessments shall be ratably assessed to all Owners of Lots in the particular Sub-District(s) benefited by such Sub-District Expenses, in the same manner as provided in Paragraph G of Article III of the Declaration.

6. **Creation of Atlas Sub-District.** The Declaration is amended so that there is hereby established a Sub-District known as the Atlas Sub-District, consisting of the Atlas Tract. The Limited Common Areas within the Atlas Sub-District are hereby expressly designated as Limited

Common Areas of the Atlas Sub-District, and such Atlas Sub-District Limited Common Areas are more expressly described on **Exhibit "C"** attached hereto and incorporated herein.

7. **Special Rules and Guidelines Applicable to the Atlas Sub-District.** With respect to the Association's management and control of the Atlas Sub-District, the following special rules and conditions shall apply, but the following rules and guidelines shall not limit the authority of the Association to provide for further guidelines, rules and regulations for such Sub-District as may be determined in the sole discretion of the Association:
- a. *Additional Land.* The Association may from time to time annex additional land into the Atlas Sub-District;
  - b. *Benefit of Limited Common Area Improvements.* All of the improvements, streets, parking areas, parking garages, parking facilities, driveways, easements, landscaping, facilities, rights of ingress and egress, and other associated uses of the Atlas Sub-District Limited Common Areas will be for the benefit of the entire Atlas Sub-District as it may be modified, increased or enlarged in the future;
  - c. *Landscaping Plan.* The Association may establish a plan for the landscaping in the Atlas Sub-District Limited Common Areas, and the Association may require that the Owners of Lots in the Atlas Sub-District install and maintain landscaping on their Lots in a manner consistent with the plan for the Limited Common Areas;
  - d. *Design Guidelines.* The Association may from time to time establish architectural and design guidelines applicable to the Atlas Sub-District, and upon the establishment of such guidelines they will be binding on the Owners of Lots in the Sub-District.
  - e. *Access to and Use of Roads and Parking.* Limited Common Area 2 is established primarily for ingress, egress and parking, and the construction and maintenance of a roadway and associated street-side parking; and Limited Common Area 3 is established primarily for ingress, egress and parking associated with the Lots in the Atlas Sub-District. The terms and conditions of the easements established by Article III, C. of this Declaration are imposed upon the easements hereby established for the Atlas Sub-District Limited Common Areas. The use and benefit of the Atlas Sub-District Limited Common Areas shall be for the primary benefit of the Atlas Sub-District Owners and their guests, agents and invitees, but such use shall not be exclusive to the Atlas Sub-District Owners. No portion of this Declaration or the establishment of Limited Common Areas is intended to be or shall be a public dedication of easements, roads or rights of way.
  - f. ***Access to a Public Road.*** The easements established by the roadway, street(s), driveway(s) and access ways along and within Limited Common Area 2 and Limited Common Area 3 are and shall be a perpetual right of ingress, egress and access to and from a public road (South Traditions Drive) for the benefit of the Owners of any Lots in the Atlas Sub-District as it might be amended, modified or increased from time to time.
8. **Lake Tract.** With respect to the Association's management and control of Common Area 1 ("Atlas Lake"), the following special rules and conditions shall apply, but the following rules and guidelines shall not limit the authority of the Association to provide for further guidelines, rules and regulations for the Atlas Lake as may be determined in the sole discretion of the Association:
- a. *Boats and Watercraft.* There shall not be permitted on the Atlas Lake any boats, canoes, rafts, floats or any other form of watercraft other than boats or watercraft authorized, approved or otherwise made available by the Association. The Association may assign or license a concession to a third party vendor that provides, rents, leases, manages and

maintains boats and watercraft for the general use of the guests, invitees or other users of the Atlas Lake.

b. *No Fishing Permitted.* Fishing shall not be permitted on or in the Atlas Lake. This prohibition applies to any manner of fishing activity whether from a dock, the shore or a boat.

c. *Ownership of Water.*

i. *Groundwater.* As used herein the term Groundwater shall have the following meaning: all of the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the Common Areas, both the general Common Areas and the Limited Common Areas, excluding underflow or flow in a defined subterranean channel,

ii. There is reserved in favor of Developer and Developer's heirs, successors, and assigns forever, a reservation of all Groundwater in and under and that may be produced from the Common Areas, both the general Common Areas and the Limited Common Areas.

iii. Nothing in this Declaration shall establish, create, transfer or assign any Groundwater ownership or Groundwater rights to any Owner of a Lot in the District. The Developer retains all Groundwater rights, and expressly reserves the right to sell, transfer and assign water out of the Atlas Lake to persons who will use the water for purposes outside the District, including without limitation the use of such water for drilling, fracking and other mineral production activities.

9. **No Other Changes.** Except as amended herein, the Declaration remains in full force and effect.

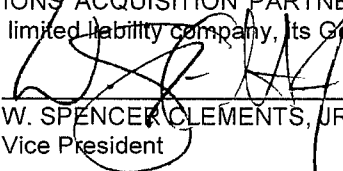
[Signature Page Follows]

IN WITNESS WHEREOF, duly authorized officers of the undersigned Declarant have executed this Declaration under seal, this 3<sup>rd</sup> day of March, 2015.

**DECLARANT:**

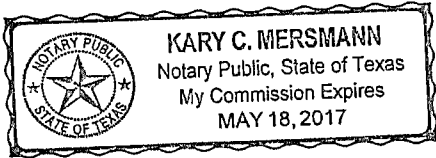
BRYAN/TRADITIONS, LP, a Texas limited partnership

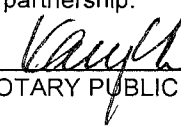
By: TRADITIONS ACQUISITION PARTNERSHIP GP, LLC,  
a Texas limited liability company, its General Partner

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

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS     §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of March, 2015, 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

**EXHIBIT A**

**Atlas Tract**

All of Lot One (1), Lot Two (2), Common Area Two (2), Common Area Three (3) and Common Area Four (4), Block One (1), The Traditions Subdivision Phase 27, City of Bryan, according to the plat thereof recorded in Volume 12534, Page 210, Official Records, Brazos County, Texas.

**EXHIBIT B**

**Lake Tract**

**Common Area 1**

All of Common Area One (1), Block One (1), The Traditions Subdivision Phase 27, City of Bryan, according to the plat thereof recorded in Volume 12534, Page 210, Official Records, Brazos County, Texas.

## **Exhibit "C"**

### **Atlas Sub-District Limited Common Areas**

#### **Common Area 2**

All of Common Area Two (2), Block One (1), The Traditions Subdivision Phase 27, City of Bryan, according to the plat thereof recorded in Volume 12534, Page 210, Official Records, Brazos County, Texas.

#### **Common Area 3**

All of Common Area Three (3), Block One (1), The Traditions Subdivision Phase 27, City of Bryan, according to the plat thereof recorded in Volume 12534, Page 210, Official Records, Brazos County, Texas.

#### **Common Area 4**

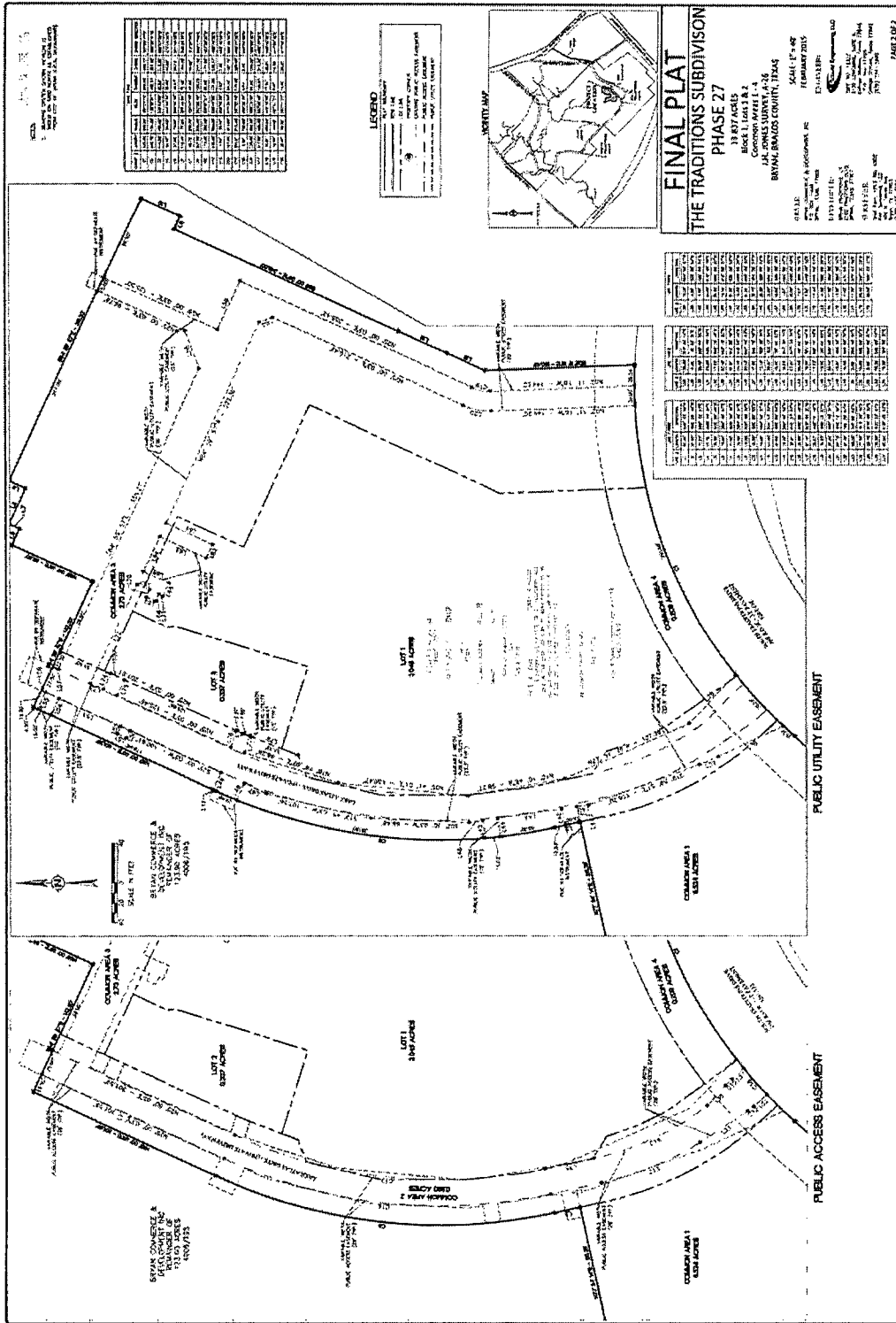
All of Common Area Four (4), Block One (1), The Traditions Subdivision Phase 27, City of Bryan, according to the plat thereof recorded in Volume 12534, Page 210, Official Records, Brazos County, Texas.

**Exhibit "D"**

**Final Plat of The Traditions Subdivision Phase 27**

**Two Pages Follow**





**EXHIBIT E**

**1.89 Acre Tract**

**METES AND BOUNDS DESCRIPTION  
OF A  
1.89 TRACT  
THE TRADITIONS SUBDIVISION, PHASE 22**

**BRYAN, BRAZOS COUNTY, TEXAS**

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 LOT 2, BLOCK 1, THE TRADITIONS SUBDIVISION, PHASE 22, ACCORDING TO THE PLAT RECORDED IN VOLUME 11143, PAGE 276 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 SOUTHEAST LINE OF SOUTH TRADITIONS DRIVE (100' R.O.W.) MARKING THE WEST CORNER OF SAID LOT 2 AND THE NORTH CORNER OF LOT 1, BLOCK 1 (PHASE 22);

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

N 41° 57' 40" E FOR A DISTANCE OF 198.94 FEET TO A ½ INCH IRON ROD FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 380.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 58' 20" FOR AN ARC DISTANCE OF 59.51 FEET (CHORD BEARS: N 46° 26' 50" E – 59.45 FEET) TO THE NORTH CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** THROUGH SAID LOT 2 FOR THE FOLLOWING CALLS:

S 42° 18' 48" E FOR A DISTANCE OF 250.31 FEET;

S 57° 16' 16" E FOR A DISTANCE OF 69.16 FEET TO A POINT ON THE NORTHWEST LINE OF HSC PARKWAY (125' R.O.W.) MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 737.54 FEET;

**THENCE:** ALONG THE NORTHWEST LINE OF HSC PARKWAY FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 23' 58" FOR AN ARC DISTANCE OF 172.48 FEET (CHORD BEARS: S 35° 09' 48" W – 172.09 FEET) TO A ½ INCH IRON ROD FOUND MARKING THE END OF SAID CURVE;

S 41° 51' 22" W FOR A DISTANCE OF 72.86 FEET TO A ½ INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID LOT 2 AND THE EAST CORNER OF SAID LOT 1;

**THENCE:** N 48° 08' 12" W ALONG THE COMMON LINE OF SAID LOT 2 AND SAID LOT 1 FOR A DISTANCE OF 342.47 FEET TO THE **POINT OF BEGINNING** CONTAINING 1.89 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/14-445B.MAB