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Brazos County, Texas

**Second Amendment
To
Declaration of Covenants, Conditions, and Restrictions
For The Traditions**

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Conditions, and Restrictions for The Traditions

Traditions CCR Second Amendment v2.DOC

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**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE TRADITIONS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TRADITIONS ("**Amendment**") is made this 12th day of May, 2008, by BRYAN/TRADITIONS L.P., a Texas limited partnership ("**Declarant**").

WITNESSETH:

- A. **WHEREAS**, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions For The Traditions on March 3, 2004, in the Official Records of Brazos County, Texas, at Volume 5901, Page 1; and on July 12, 2006, the Declarant recorded a First Amendment to Declaration of Covenants, Conditions, and Restrictions For The Traditions, in the Official Records of Brazos County, Texas, at Volume 7444, Page 49 (collectively as amended the "**Declaration**"); and
- B. **WHEREAS**, the Declaration identifies and defines the Initial Property, the Additional Property and the Community; and
- C. **WHEREAS**, all capitalized terms used herein that are not otherwise defined shall have the meaning given those words in the Declaration; and
- D. **WHEREAS**, Article II of the Declaration authorizes the Declarant to add all or a portion of the Additional Property to the Community; and
- E. **WHEREAS**, Article XIII of the Declaration authorizes the Declarant to amend the Declaration for the purposes herein described; and
- F. **WHEREAS**, the Declarant desires to submit a portion of Parcel 3 (as described on Exhibit "C" attached to the First Amendment) to the Community; and
- G. **WHEREAS**, the Declarant desires to amend specific provisions of the Declaration as they apply to a portion of Parcel 3 (as described on Exhibit "C" attached to the First Amendment).

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

- 1. **Background Information.** It is anticipated that Parcel 3, as defined below, will be developed into residential townhomes. It is further contemplated that the townhomes will be constructed on individual Lots, but the Lots and townhomes will be in groups of multiple townhomes that share a party wall. The owner and developer of Parcel 3 will prepare a Neighborhood Declaration that is specifically applicable to Parcel 3. The purpose of this Second Amendment is to modify the Declaration with respect to its application to Parcel 3 to permit and take into account the unique development plan for Parcel 3.

2. **Definitions.**

- a. **Parcel 3 Developer.** The "Parcel 3 Developer" shall be the Person that takes title to Parcel 3 from the Declarant, and such Person's successors and assigns, until such time that title is transferred to an Owner.
 - b. **Parcel 3 Neighborhood Association.** The "Parcel 3 Neighborhood Association" shall be a Neighborhood Association created in conformity with a Neighborhood Declaration to be filed by the Parcel 3 Developer with respect to Parcel 3.
 - c. **Parcel 3 Owners.** The "Parcel 3 Owners" shall be the Owners of a Home or a Lot in Parcel 3.
3. **Submitting Additional Property to the Community.** With respect to that portion of the Additional Property containing approximately 19.62 acres of land and commonly known as Parcel 3 (as described on Exhibit "C" attached to the First Amendment), and more particularly described on **Exhibit "A"** attached hereto and incorporated herein for all purposes (herein referred to as "**Parcel 3**"), the Declarant does hereby exercise the option described in Paragraph 2.02 of the Declaration; therefore, Parcel 3 is hereby submitted to the Property and added to the Community.
4. **Applicability of Amendments.** Set forth below at paragraphs 5 through 16 of this Second Amendment, are the specific changes to the Declaration as they relate to Parcel 3 ("**Parcel 3 Amendments**"). The Parcel 3 Amendments are applicable to Parcel 3 only; the Parcel 3 Amendments shall have no application to the Property or the Community except for their application to Parcel 3.
5. **Paragraph 2.04: Water, Sewer and Drainage Facilities.** The following is added to paragraph 2.04: "No water distribution lines, sewer collection lines or drainage systems serving the Community shall be constructed in, on or under Parcel 3 without the advanced written consent of the Parcel 3 Developer, or when applicable, the Parcel 3 Neighborhood Association.
6. **Paragraph 3.11: Development, Sales and Construction Easement.** Paragraph 3.11 shall not apply to Parcel 3, and the easements created therein shall not extend to nor exist on any part of Parcel 3.
7. **Paragraph 3.23: Easements for Encroachments.** Paragraph 3.23 shall not apply to Parcel 3, and the easements created therein shall not extend to nor exist on any part of Parcel 3.
8. **Paragraph 3.24: Easement for Construction Access.** Paragraph 3.24 shall not apply to Parcel 3, and the easements created therein shall not extend to nor exist on any part of Parcel 3.

9. **Paragraph 4.01: Membership.** The following is added as an additional paragraph at the end of the existing paragraph 4.01(a):

Parcel 3 Owners. The Parcel 3 Owners shall be Class A Members; subject, however, to the restrictions and limitations set forth below and as may be otherwise provided for in this Second Amendment.

- (i) The right to vote may be exercised by a Parcel 3 Owner, but such vote shall be equal to one half (1/2) of one vote for each Lot or Home in Parcel 3.
 - (ii) With the exception of Individual Assessments as described in Section 9.05, the various Assessments described in Article IX of the Declaration, as applied to the Parcel 3 Owners, shall be limited to fifty percent (50%) of the Assessment that would otherwise be charged to an Owner outside of Parcel 3.
10. **Paragraph 4.04: Membership in the Golf Club.** Paragraph 4.04 shall not apply to Parcel 3, and the obligations set forth in Paragraph 4.04 shall not be an obligation required with any Parcel 3 Owner. Notwithstanding the foregoing, the Parcel 3 Owners may, subject to any Golf Club rules, obtain a Golf Club membership, with all of the rights associated with said membership, upon payment of the charges, dues, assessments and fees associated with such membership.
11. **Paragraph 8.03: Agreements.** The first phrase in paragraph 8.03 is amended to read as follow: "Subject to the prior approval of Declarant and the Parcel 3 Developer, ..."
12. **Paragraph 9.03: Computation of Annual Assessments.** The following paragraph is added as paragraph 9.03(g) "Notwithstanding any provision of this Declaration to the contrary, the Annual Assessment payable by Parcel 3 Owner shall be, as the Annual Assessment changes from time to time, equal to fifty percent (50%) of the Annual Assessment payable by the Owners other than Parcel 3 Owners."
13. **Paragraph 9.12: Date of Commencement of Annual Assessments.** The following is added to paragraph 9.12: "Notwithstanding any provision of this paragraph 9.12 to the contrary, the Parcel 3 Developer shall not be obligated to pay Annual Assessments on any given Lot until the commencement of construction of a Home on such Lot in Parcel 3."
14. **Paragraph 9.14: Association Initial Expense Fund.** The following shall be added to paragraph 9.14: "Notwithstanding any provision of this paragraph 9.14 to the contrary, the Association Initial Expense Fund payable by a Parcel 3 Owner shall be equal to fifty percent (50%) of the Association Initial Expense Fund that would otherwise be payable by the Owner of a Lot or Home not located in Parcel 3. With regard to all Parcel 3 Lots, the Association Initial Expense Fund payment shall be due upon closing of the sale of Lot or Home from the Parcel 3 Developer to a Parcel 3 Owner.
15. **Paragraph 9.15: Golf Club Dues.** Paragraph 9.15 shall only apply to Parcel 3 Owners who have elected to be a Golf Club Member.

16. **Paragraph 13.14: Amendments Effecting Parcel 3.** Any Amendment to this Declaration that will have a materially adverse effect or substantive change on Parcel 3 must be approved by the Parcel 3 Developer or by a majority of the Parcel 3 Owners.
17. **No Other Changes.** Except as amended herein, the Declaration remains in full force and effect.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, duly authorized officers of the undersigned Declarant have executed this Declaration under seal, this 12th day of May, 2008.

DECLARANT:

BRYAN/TRADITIONS L.P., a Texas Limited Partnership

By: ROSEMEL PROPERTIES, INC., a Texas Corporation,
its general partner

By: [Signature]
Print Name: John Jordan
Its: EV

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGEMENT

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared John Jordan, the Exec. Vice Pres. of Rosemel Properties, Inc., a Texas Corporation, the General Partner of Bryan/Traditions L.P., a Texas Limited Partnership (the "Company"), who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for The Traditions as such General Partner acting for and on behalf of said Company, and, who has been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 12th day of May, 2008.



My Commission Expires:

[Signature]
Signature

Printed Name
Residing in

EXHIBIT "A"

Parcel 3

Metes and bounds description of all that certain tract or parcel of land lying and being situated in the Thomas J. Wooten League, Abstract No. 59, Bryan, Brazos County, Texas. Said tract being a portion of the remainder of a called 44.97 acre tract as described by a Deed to Bryan Commerce and Development Incorporated recorded in Volume 3978, Page 137 of the Official Public Records of Brazos County, Texas.

Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point on the Southeast line of Villa Maria Road (variable width R.O.W.) marking the West corner of said remainder of 44.97 acre tract and the North corner of the remainder of a called 8.157 acre tract as described by a Deed to Curtis F. Lard and Curtis F. Lard, Jr., recorded in Volume 445, Page 774 of the Deed Records of Brazos County, Texas, said point being the location of a 1/2 inch iron rod previously found on the ground by a survey in July, 2001;

THENCE: along the Southeast line of Villa Maria Road for the following calls:

N 42° 22' 16" E for a distance of 626.88 feet to a point;

N 48° 04' 54" E for a distance of 100.50 feet to a point, for reference a concrete right-of-way marker found bears: N 61° 53' 02" W for a distance of 0.37 feet;

N 42° 22' 16" E for a distance of 208.62 feet to a point marking the North corner of this herein described tract, for reference a 5/8 inch iron rod found on the Southeast line of Villa Maria Road bears: N 42° 22' 16" E for a distance of 191.38 feet;

THENCE: through said remainder of 44.97 acre tract for the following calls:

S 44° 30' 41" E for a distance of 30.98 feet to a point;

S 73° 42' 41" E for a distance of 40.46 feet to a point;

S 36° 26' 47" E for a distance of 10.62 feet to a point;

S 37° 54' 01" W for a distance of 30.79 feet to a point;

S 02° 38' 42" W for a distance of 54.19 feet to a point;

S 42° 54' 01" E for a distance of 51.57 feet to a point;

S 17° 36' 10" E for a distance of 67.63 feet to a point;

S 05° 34' 47" W for a distance of 37.74 feet to a point;

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S 00° 26' 52" E for a distance of 53.48 feet to a point;

S 48° 30' 23" E for a distance of 43.00 feet to a point;

S 62° 54' 15" E for a distance of 44.39 feet to a point;

S 75° 07' 38" E for a distance of 56.95 feet to a point;

N 77° 24' 42" E for a distance of 54.48 feet to a point;

N 58° 38' 20" E for a distance of 49.52 feet to a point;

S 78° 41' 03" E for a distance of 47.36 feet to a point on the Westerly line of Traditions Boulevard (variable width R.O.W.) marking the Northeast corner of this herein described tract;

THENCE: along the Westerly line of Traditions Boulevard for the following calls:

S 22° 37' 38" W for a distance of 122.70 feet to a point;

S 02° 18' 30" E for a distance of 199.56 feet to a point marking the beginning of a counterclockwise curve having a radius of 370.00 feet;

Along said curve through a central angle of 56° 27' 09" for an arc distance of 364.55 feet (chord bears: S 30° 32' 04" E - 349.99 feet) to a point marking the ending point of said curve;

S 58° 45' 38" E for a distance of 21.85 feet to a point;

S 13° 45' 38" E for a distance of 21.21 feet to a point on the westerly line of South Traditions Drive (variable Width R.O.W.), for reference a 1/2 inch iron rod found bears: S 37° 49' 47" E for a distance of 0.18 feet;

THENCE: along the Westerly line of South Traditions Drive for the following calls:

S 31° 14' 22" W for a distance of 43.12 feet to a 1/2 inch iron rod found marking the beginning of a counterclockwise curve having a radius of 525.00 feet;

Along said curve through a central angle of 24° 53' 30" for an arc distance of 228.08 feet (chord bears: S 18° 47' 37" W - 226.29 feet) to the ending point of said curve;

S 06° 20' 52" W for a distance of 204.29 feet to a point;

S 20° 12' 52" E for a distance of 54.61 feet to a point marking the beginning of a counterclockwise curve having a radius of 295.79 feet;

THENCE: through said remainder of 44.97 acre tract and along said curve through a central angle of 18° 57' 18" for an arc distance of 97.85 feet (chord bears: S 38° 12' 07" W - 97.41 feet) to a point on the common line of said remainder of 44.97 acre tract and a called 34.21 acre tract

as described by a Deed to Curtis F. Lard and wife, Anna Kathleen Lard, recorded in Volume 423, Page 63 of the Deed Records of Brazos County, Texas;

THENCE: N 48° 28' 10" W along the common line of said remainder of 44.97 acre tract and said 34.21 acre tract and the aforementioned remainder of 8.157 acre tract for a distance of 1345.70 feet to the POINT OF BEGINNING containing 19.62 acres of land, more or less.

Filed for Record in:
BRAZOS COUNTY

On: May 12, 2008 at 02:14P

As a
NO LABEL RECORDING

Document Number: 00997139

Amount 43.00

Receipt Number - 341141

By,
Cathy Barcelona

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

as stamped hereon by me.

May 12, 2008

HONORABLE KAREN MCQUEEN, COUNTY CLERK
BRAZOS COUNTY