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TRADITIONS

Brazos County, Texas

DECLARATION OF CONDOMINIUM

FOR

HIDDEN BRIDGE CONDOMINIUM

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DECLARATION OF CONDOMINIUM FOR HIDDEN BRIDGE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM FOR HIDDEN BRIDGE CONDOMINIUM ("Declaration") is made on this 23rd day of May, 2013, by KW TAP Condominiums, LLC, a Texas limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property located in Brazos County, Texas, as more particularly described in **Exhibit "A"** ("Initial Property"), and Declarant desires to subject the Initial Property to the provisions of this Declaration and to provide a flexible and reasonable method for the administration and maintenance of the Initial Property; and

WHEREAS, the Initial Property is benefited by that certain Access and Utility Easement dated February 20, 2012, and recorded at Volume 10545, Page 93 of the Official Records of Brazos County, Texas, a copy of which is attached hereto and incorporated herein as **Exhibit "A-1"** ("Access Easement"); and

WHEREAS, as hereinafter provided in this Declaration, Declarant has retained and reserved the right to submit additional real property ("Additional Property") to the provisions of this Declaration, at a later time and from time to time, on such terms and conditions as Declarant may specify; and

NOW, THEREFORE, Declarant hereby declares that the Initial Property and any Additional Property, together with all easements, rights, and appurtenances thereto, and any Improvements or Units constructed or to be constructed thereon (collectively, the "Property") shall be, except as otherwise provided in this Declaration, submitted to the condominium form of ownership and use pursuant to Chapter 82 of the Texas Property Code (as it exists on the date hereof and as it may hereafter be renumbered or amended from time to time) ("Condominium Act") and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property, and which shall be binding on all parties having any right, title or interest in the Property or any portion thereof, and their respective heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each Owner thereof and where specifically provided herein, shall benefit such other parties or properties as Declarant shall now or hereafter determine. Without limiting the foregoing, no property, real, personal or mixed, not located within or upon the Property shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Condominium Association, the operation and effect of the Condominium Act, or any rules or regulations promulgated pursuant thereto, unless expressly provided. The name by which this condominium is to be identified is **HIDDEN BRIDGE CONDOMINIUM**.

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ARTICLE I
DEFINITIONS

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "Additional Property" shall mean and refer to the real property described in **Exhibit "B"** attached hereto, which Declarant may subject to the terms of this Declaration by amendment hereto recorded in the Public Records of Brazos County, Texas. Declarant may exercise development rights over the Additional Property as more fully described in Section 5.02.

(b) "Assessment" shall mean and refer to an Owner's share of the Common Expenses or other charges made by the Declarant from time to time assessed against an Owner and a Unit in accordance with Article XIV of this Declaration for the purposes and in the manner herein provided.

(c) "Association" or "Condominium Association" shall mean and refer to HIDDEN BRIDGE CONDOMINIUM ASSOCIATION, INC., a Texas nonprofit corporation, its successors and assigns.

(d) "Board" or "Board of Directors" means the board of directors and the members of the board of directors, from time to time, of the Condominium Association.

(e) "Building" collectively, the buildings located on the Initial Property in which the Units are located.

(f) "Bylaws" mean the Bylaws of the Condominium Association, as amended from time to time.

(g) "Certificate of Formation" shall mean the Certificate of Formation of the Condominium Association field with the Secretary of State of Texas, as amended from time to time.

(h) "Common Elements" means and includes all of the General Common Elements and the Limited Common Elements.

(i) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by the Condominium Association on behalf of the Units, together with all funds lawfully assessed for the creation or maintenance of reserves, if any, pursuant to the provisions of this Declaration.

(j) "Common Surplus" means the excess of all receipts or revenues of the Condominium Association collected on behalf of the Condominium, including, but not limited to, Assessments over the Common Expenses.

(k) "Community Control Program" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Property. THE PROVISION OF A COMMUNITY CONTROL PROGRAM SYSTEM (INCLUDING ANY TYPE OF GATEHOUSE) SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF

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SECURITY WITHIN THE PROPERTY. DECLARANT, THE CONDOMINIUM ASSOCIATION AND THE MANAGING AGENT DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY COMMUNITY CONTROL PROGRAM SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE COMMUNITY CONTROL PROGRAM SYSTEM IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DECLARANT, THE CONDOMINIUM ASSOCIATION, AND THE MANAGING AGENT, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DECLARANT, THE CONDOMINIUM ASSOCIATION AND THE MANAGING AGENT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS

(l) "Condominium" shall mean HIDDEN BRIDGE CONDOMINIUM, as created by this Declaration.

(m) "Condominium Documents" shall mean this Declaration, and Certificate of Formation and Bylaws of the Condominium Association, all as or now or hereafter amended, modified or supplemented.

(n) "Condominium Act" shall mean the Uniform Condominium Act (Chapter 82 of the Texas Property Code) as it exists on the date hereof and as it may be hereafter renumbered.

(o) "Declarant" shall mean and refer to KW TAP Condominiums, LLC, a Texas limited liability company, and its successors and assigns.

(p) "Declaration" shall mean and refer to this Declaration of Condominium for Hidden Bridge Condominium, and all amendments and supplements thereof filed for record in the Public Records of Brazos County, Texas.

(q) "General Common Elements" shall mean those Common Elements which are not Limited Common Elements. General Common Elements may be added to the Property by an amendment to this Declaration recorded in the Public Records of Brazos County, Texas. If added to the Property, General Common Elements shall not include any portion of the Golf Club Property.

(r) "Golf Club" or "Club" shall mean and refer to the private golf club created by Golf Club Owner to be developed and operated on the Golf Club Property.

(s) "Golf Club Owner" shall mean Traditions Club by Melrose, LLC, a Texas limited liability company, or any successor-in-title to the Golf Club Property.

(t) "Golf Club Plan" shall mean and refer to the plan or plans for membership in the Golf Club that may be adopted from time to time by the Golf Club Owner.

(u) "Golf Club Property" shall mean and refer to the privately owned land and improvements adjacent to or in the vicinity of the Property which are known as the Traditions Club including, without limitation, the eighteen (18) hole golf course, practice areas, driving range, pitching and putting area, practice bunkers, and the proposed tennis courts, swimming

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pool, clubhouse, lakes, and such other properties, improvements and related amenities owned or leased by the Golf Club Owner in connection therewith, and such constructed, acquired, leased or designated as "Golf Club Property" by the Golf Club Owner.

(v) "Golf Club Users" shall mean the Golf Club Owner and its employees, independent contractors, agents and all members, guests and invitees of the Golf Club Owner.

(w) "Improvement" shall mean all improvements erected or to be erected on the Property and all other property, real, personal or mixed, now or hereafter situated on or within the Property, but excluding all public or private (e.g. cable television and/or other receiving or transmitting lines, antennae or equipment, including, without limitation, all wires, cables and equipment comprising those systems) utility installations therein or thereon.

(x) "Limited Common Elements" mean those portions of the Common Elements the use of which is reserved for the exclusive use of a certain Unit or certain Units to the exclusion of other Units, as specified in this Declaration, and/or shown on the Plan attached hereto as **Exhibit "C"** and incorporated herein by this reference. References herein to Common Elements also shall include all Limited Common Elements unless the context shall otherwise require.

(y) "Managing Agent" shall have the meaning set forth in Article IX of this Declaration.

(z) "Mortgage" shall mean and refer 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 a Unit.

(aa) "Mortgagee" shall mean and refer to the holder of a Mortgage on a Unit.

(bb) "Occupant" shall mean and refer to any Person, including, without limitation, any Owner or any guest, invitee, lessee, tenant or family member of an Owner, occupying or otherwise using a Unit.

(cc) "Owner" or "Unit Owner" or "Owner of a Unit" shall mean and refer to one or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

(dd) "Person" shall mean and refer to a natural person, corporation, partnership, limited liability company, association, trust, or other legal entity, or any combination thereof.

(ee) "Plan" shall mean the attached survey of the land and plot plan locating the Improvements thereon and identifying each Unit, the General Common Elements and the Limited Common Elements, and their relative locations and approximate dimensions, attached hereto as **Exhibit "C"**. The locations, dimensions, descriptions, identification, and numbering of the respective Units shall be as described in **Exhibit "C"** and any subsequent amendments thereto. If construction of a portion of the Unit is not substantially completed as of the date of this Declaration then upon substantial completion of such portion of the Unit, this Declaration shall be amended to include a certificate of a licensed surveyor in conformity with the requirements of the Condominium Act.

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(ff) "Plat" shall mean any plat of any portion of the Property, which is recorded in the Public Records of Brazos County, Texas, as the same may be amended from time to time.

(gg) "Property" means all of the land, Units, Common Elements, Improvements, and other property described in **Exhibit "A"** attached hereto (the "Initial Property"), together with all of the land, Units, Common Elements, Improvements, and other property described in **Exhibit "B"** attached hereto (the "Additional Property") as may be added to this Declaration.

(hh) "Repair or Reconstruction" as used in Article X, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty.

(ii) "Structure" means all foundations, footings, columns, flat slabs, sheer walls, girders, support beams, post tension cables or rods, and including any and all other structural components that support, uphold, or are a part of the Building or other Improvements.

(jj) "Systems" shall mean all fixtures, utilities, equipment, pipes, lines, wires, computer cables, conduits, circuits, junction boxes, hangers, pull boxes, terminal points, electronic devices, air compressors, air handlers, chillers and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, audio and video signals and other utility services, including the main switch gear conduits, plumbing chases and mechanical shafts on the Property.

(kk) "Taking" means the taking or threat of taking of all or a portion of the Property for any public, or quasi-public, use by eminent domain proceedings or otherwise, by a governmental authority or by an action in the nature of eminent domain (whether permanent or temporary) of the sale or other transfer of the Property in lieu thereof.

(ll) "Turnover" or "Turnover Date" shall mean the first of the following to occur: (i) the date that is 120 days after seventy-five percent (75%) of the Units have been conveyed to Owners other than Declarant; or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant.

(mm) "Unit" shall mean a physical part of the Condominium that is designated for separate ownership or occupancy, which is contained within the perimeter walls, floor, ceiling, windows, and doors of a Unit depicted on the Plans, and includes (a) the finish materials, fixtures, and appliances contained in the Unit; (b) all Systems which exclusively serve such Unit, but excludes (i) Systems which serve more than one Unit, and (ii) any portion of the Structure, all as subject to and further described in Section 82.052 of the Act, and (c) any balcony or patio appurtenant to a Unit. The term Unit is intended to have the same meaning as the term "Unit" as used in the Condominium Act.

ARTICLE II
UNITS

2.01 Division of Property. The Property is hereby divided into fee simple estates composed of separately designated Units and each Unit's undivided interest in and to the Common Elements. Each Unit, together with its undivided interest in the Common Elements, is for all purposes a separate parcel of and estate in real property. The separate parcels of and estates in real property designated hereby shall be

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created on the date of filing of this Declaration in the Condominium Records and shall continue until this Declaration is revoked or terminated in the manner provided in this Declaration.

2.02 Identification of Units. The minimum initial number of Units in the Condominium shall be thirteen (13) and the maximum number of Units shall be forty-five (45). The identification number for each Unit is shown on the Plans or Plat, or both, depicted in **Exhibit "C"**.

2.03 Common Elements Appurtenant. There shall pass with each Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time; (d) membership in the Condominium Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

2.04 Unit Boundaries. The boundaries of Units are located as shown on the Plans and Plat and shall be the interior walls, floors, and ceilings of a Unit and the air space so encompassed, excepting the Common Elements. It is expressly agreed, and each and every purchaser of a Unit, his heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, size and dimensions of each Unit and any Limited Common Elements appurtenant thereto, as set out and shown on the Plans and Plat, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent or guarantee that any Unit or any Limited Common Element actually contains the area, square footage or dimensions shown on the Plans and Plat. Each purchaser and Owner of a Unit or interest therein has had full opportunity (or will have had prior to closing on the purchase thereof) and is under a duty to inspect and examine the Unit and any appurtenant Limited Common Element purchased by him prior to his purchase thereof and agrees that the Unit, together with any Limited Common Element, is purchased as actually and physically existing. Each purchaser of a Unit hereby expressly waives any claim or demand which he may have against the Declarant or any other person whomsoever, on account of any difference, shortage or discrepancy between the Unit and any appurtenant Limited Common Element as actually and physically existing and as they are shown on the Plans and Plat. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of any Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be boundaries, regardless of settling, rising or lateral movement of the Building and regardless of variances between the boundaries shown on the Plans and Plat.

2.05 Inseparability of Units; No Partition. Each Unit shall be inseparable and shall be acquired, owned, conveyed, transferred, leased, and encumbered only as an entirety. In no event shall a Unit be subject to physical partition and no Owner shall bring or be entitled to maintain an action for the partition or division of a Unit or the Common Elements. Any purported conveyance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Unit to which such Common Elements are allocated is void *ab initio*.

2.06 Permissible Relationships; Description.

(a) Ownership of Units. A Unit may be acquired and held by more than one Person in any form of ownership recognized by law.

(b) Description of Units. Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease, or encumbrance of a Unit shall legally describe such Unit as follows: "Unit No. _____ of Hidden Bridge Condominium, located in Brazos County, Texas" with further reference to the recording data for this Declaration (including the Plans and Plats and

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any amendments to the Declaration in the Condominium Records). Every such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber, or otherwise deal with such Unit, and any such description shall be construed to include all incidents of ownership relating to a Unit.

2.07 Mortgage of Unit. An Owner shall be entitled from time to time to mortgage or encumber its Unit by creating a lien or liens covering such Unit under the provisions of a mortgage or deed of trust, but any lien created thereby shall be subject to the terms and provisions of this Declaration and any Mortgagee or other lienholder which acquires a Unit through judicial foreclosure, public sale or any other means shall be subject to the terms and provisions of this Declaration. An Owner that mortgages its Unit shall notify the Association, giving the name and address of said Owner's Mortgagee and the Association shall maintain such information.

2.08 Apertures and Attachments. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials. When there is a covered entry, porch, balcony, utility room, mechanical room, or other similar area attached to a Unit and serving only the Unit being bounded, and such area is not designated in **Exhibit "C"**, as a Limited Common Element or General Common Element, such Unit's boundary shall be in the intersecting horizontal, vertical, and/or other planes which include the planes of the undecorated finished ceiling(s) and floor(s) and the undecorated finished interior of all such areas.

2.09 Garages. Any garage area or parking space located within the exterior walls of the Building shall be considered an inseparable part of the Unit to which the garage area or interior parking space is assigned at the time the Unit is purchased. The garage area or interior parking space cannot be transferred, conveyed, or assigned by Owner to a third-party separate and apart from the Unit as a whole.

2.10 Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as **Exhibit "C"** shall control in determining the boundaries of a Unit, except that the provisions of Section 2.03 and Section 2.04 above shall control unless specifically depicted and labeled otherwise on such survey.

ARTICLE III
LIMITED COMMON ELEMENTS

3.01 Limited Common Elements. The Limited Common Elements, the use of which shall be limited to those Owners to whom such use is assigned by means of this Declaration, amendments thereto, assignments executed by Declarant, the Condominium Association, or the Managing Agent, including, without limitation: all other areas, if any, designated as Limited Common Elements on **Exhibit "C"**, and any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit shall be deemed a Limited Common Element of the Unit served and shall be maintained and kept clean by such Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Condominium Association and shall be binding and conclusive when so made. To the extent of any area deemed a Limited Common Element hereunder, the Owner of the Unit to which the Limited Common Element is appurtenant shall have the right, upon approval of the Association to alter same as if the Limited Common Element were part of the Owner's Unit.

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3.02 Expense Allocation. Any common expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed equally against the Units to which the Limited Common Element is assigned.

3.03 Limited Common Elements do not include any portion of the Golf Club Property.

3.04 Any parking spaces located on the outside of the exterior walls of the Building shall be a Limited Common Element of the Unit to which it is assigned.

ARTICLE IV
ALLOCATED INTERESTS & EXPENSES

4.01 Percentage of Ownership of Common Elements and Surplus. The ownership and undivided shares of each respective Unit in the Common Elements, if any, and the Common Surplus shall be equal and based upon a fraction, the numerator shall be one, and the denominator shall equal the number of Units to which this Declaration applies at that time. Effective on the date of first filing this Declaration, the number of Units to which this Declaration applies shall be a maximum of forty-five (45).

4.02 Liability for Common Expenses. Each Owner shall be liable for a share of the Common Expenses, such share being the same as the undivided share of the Common Elements, if any and the Common Surplus appurtenant to the Unit.

4.03 Voting Rights; Membership in the Condominium Association. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the Bylaws of the Condominium Association. Each Unit Owner shall be a member of the Condominium Association.

4.04 Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus that is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

ARTICLE V
DEVELOPMENT

5.01 Plan of Development of Property. Declarant intends to construct on the Initial Property described in **Exhibit "A"** three (3) buildings with one (1) building containing thirteen (13) Units designated as "MUST BE BUILT" and the remaining two (2) buildings being designated as "NEED NOT BE BUILT" and all three (3) buildings together having a maximum of forty-five (45) Units. In the event that Declarant subjects any portion of the Additional Property to the terms of this Declaration by amendment, Declarant may construct additional buildings containing no more than ninety-nine (99) units.

5.02 Plan of Development of the Additional Property. Declarant hereby reserves the right to submit, from time to time, and in part or whole, the Additional Property described in **Exhibit "B"** to the Property. Declarant intends to construct additional condominium Units on the Additional Property. Such option may be exercised in Declarant's sole discretion in accordance with the following rights, conditions, and limitations, which are the only conditions and limitations on such option.

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(a) The option may be exercised at any time during a period of twenty (20) years from the date of this Declaration; provided, however, that Declarant reserves the right to terminate such option at any time prior to the expiration of such twenty (20) year period by executing and filing an amendment to the Declaration evidencing such termination in the Public Records of Brazos County, Texas, and except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such twenty (20) year period. An amendment pursuant to this Section 5.02 shall not require the consent of any Person other than Declarant except the Owner of such property, if other than Declarant.

(b) Declarant may exercise its development right, with respect to the Additional Property, in part or whole of the Additional Property, at different times. No assurances are made fixing the boundaries of the parts of the Additional Property that may be developed or regulating the order in which they may be developed. If any development right is exercised in any portion of the Additional Property, there shall be no requirement that Declarant exercise the development right with regard to the remainder of the Additional Property.

(c) If the Additional Property or any portion thereof is added to the Property, Declarant reserves the right to designate the boundaries of the Units, as well as the Common Elements to be added to the Property in connection therewith.

(d) Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, Declarant shall not be obligated to impose on the Additional Property or any portion thereof any covenants, conditions, or restrictions the same as or similar to those contained herein and Declarant shall be free to develop the Additional Property as it deems fit.

(e) The option reserved under this Section 5.02 may be exercised by Declarant only by the execution of an amendment to this Declaration which shall be filed with in the Public Records of Brazos County, Texas, together with a Plat showing the Additional Property or such portion or portions thereof as are being added to the Property by such amendment. Any such amendment shall expressly submit the Additional Property to all the provisions of this Declaration, and upon the exercise, if any, of such option or options, the provisions of this Declaration shall then be construed as embracing the Additional Property together with all Improvements located thereon. If the Additional Property is added to the Property, Declarant reserves the right to impose covenants, conditions, and restrictions on the Units, Common Elements, other improvements, or other lands within the portion of the Additional Property that Declarant may, from time to time own, develop, and add to the Property, which covenants, conditions, and restrictions shall be in addition to but not in abrogation or substitution of those imposed by this Declaration. Despite the fact that Declarant's submission of the Additional Property to this Declaration may result in an overall increase in the Common Expenses, and a resulting increase in the Assessments payable by each Unit, Declarant shall not be required to obtain the joinder or consent of the Condominium Association, any Unit Owner, or any other Person for an amendment pursuant to this Section 5.02.

5.03 Rights of Declarant. Declarant shall have the right, but not the obligation to (i) make improvements and changes to any Units owned by Declarant (ii) make changes in the location of the boundaries of any Units; (iii) install and maintain any Improvements in and to the Common Elements; and (iv) install and provide for the maintenance of any water, sewer, drainage, irrigation or other utility systems and facilities. Prior to Turnover, Declarant shall have the right to add General Common Elements to the Property. Prior to Turnover, Declarant reserves the right to impose covenants, conditions,

and restrictions on the Units, Common Elements, and other Improvements, that Declarant may from time to time own or develop within the Property shown and described on a Plat, which covenants, conditions, and restrictions shall be in addition to but not in abrogation or substitution of those imposed by this Declaration.

5.04 Special Rights of Declarant. The Declarant reserves the following Special Declarant Rights for the period beginning on the date hereof and ending ten (10) years hereafter:

(a) the right to complete or make improvements indicated on the Plans and Plat;

(b) the right to maintain a sales and management office in a Unit;

(c) the right to maintain signs on the Condominium to advertise the Condominium;

(d) the right to grant, use, and maintain and to permit others to use, easements, including easements for ingress and egress, over, under and across any and all of the Property and/or Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration and for facilitating the maneuverability of residents of adjacent properties comprising the Traditions development;

(e) the right to establish, vacate, relocate and use the easements as set forth in this Declaration; provided, however, that no modification of any Easement shall have the effect of altering or destroying a Unit or a Limited Common Element unless: (A) the location of such Easement is shown on the Plans and Plat, or (B) it is otherwise consented to by the Owner of such Unit or by the Owner to whose Unit such Limited Common Element is appurtenant, as well as by the Mortgagee of any such Unit; and

(f) the right to include, in any instrument initially conveying a Unit, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Owners and the Association;

(g) appoint or remove any officer or member of the Board of Directors of the Association during Declarant Control Period;

(h) make the Condominium a part of a larger condominium or planned community;

(i) exercise any of the Development Rights reserved in Section 5.06 herein; and

(j) exercise any other development rights permitted to be exercised by Declarant under the Condominium Act.

5.05 Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

5.06 Development Rights Reserved. The Declarant reserves development rights (the "Development Rights"), specifically, the right to construct additional Units and related improvements in multiple subsequent phases, in the areas identified in Exhibit C attached hereto. As used herein, the term Development Rights means a right or combination of rights to:

(a) add real property to the Condominium;

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(b) create Units, Common Elements or Limited Common Elements within the Condominium;

(c) subdivide Units or convert Units into Common Elements;

(d) withdraw any real property from the Condominium; and

(e) Exercise any other development rights permitted to be exercised by Declarant under the Condominium Act.

ARTICLE VI
THE GOLF CLUB

6.01 Golf Club Property.

(a) Each Owner acknowledges that the Golf Club Property is directly adjacent to the Buildings. The Golf Club Property shall be owned, constructed, developed, and operated by the Golf Club Owner. Access to and use of the Golf Club and the Golf Club Property is strictly subject to the rules and procedures of the Golf Club Owner. Except as specifically provided in this Declaration, neither the Condominium Association, nor any Owner shall have any right, title or interest whatsoever in the Golf Club Property or in the operations conducted in the Golf Club Property, including, but not limited to, equity rights, prescriptive easements, use rights to use the improvements, or the right to continued operation of any improvements located on the Golf Club Property.

(b) Assumption of Risk. Without limiting any other provision herein, each Person within any portion of the Golf Club Property accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Golf Club Property, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within any portion of the Golf Club Property and (e) design of any portion of the Golf Club Property. Without limiting the foregoing, all Persons using the Golf Club Property, including, without limitation, any pool or area adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE GOLF CLUB PROPERTY MAY CONTAIN WILDLIFE. DECLARANT, THE GOLF CLUB OWNER, THE MANAGING AGENT, AND THE CONDOMINIUM ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

(c) Owners acknowledge that Declarant shall have no responsibility, obligation, or duties relative to the construction, development, and operations of the Golf Club Property and the sales and marketing of the membership therein as described in the Golf Club Plan except as specifically provided herein. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant, the Condominium Association, the Managing Agent, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of the Golf Club Property. No purported representation or warranty in such regard, written or oral, shall be effective unless specifically set forth in a written instrument executed by the Golf Club Owner.

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(d) Neither Declarant, the Condominium Association, nor the Golf Club Owner guarantees or represent that any view over and across the Golf Club Property from Units adjacent to the Golf Club Property will be preserved without impairment. The Golf Club Owner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping to the Golf Club Property from time to time. In addition, the Golf Club Owner may, in its discretion, change the location, configuration, size, and elevation of the tees, bunkers, fairways, and greens from time to time. Any such additions or changes may diminish or obstruct any view from the Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

(e) In recognition of the fact that the provisions of this Section 6.01 are for the benefit of the Golf Club, no amendment to this Section, and no amendment in derogation of any other provisions of this Declaration benefiting the Golf Club, may be made without the written approval of the Golf Club.

(f) It is Declarant's intention that the Condominium Association and the Golf Club shall cooperate to the maximum extent possible in the operation of the Property and the Golf Club. Each shall reasonably assist the other in upholding the standards of the Condominium as they pertain to maintenance. The Condominium Association shall have no power to promulgate rules and regulations affecting activities on or use of the Golf Club Property without the prior written consent of the Golf Club Owner.

ARTICLE VII
COMMUNITY CONTROL PROGRAM

7.01 Community Control Program. Declarant shall have the right, but not the obligation, to install and/or contract for the installation of a Community Control Program for the Building. Declarant or its nominees, successors, assigns, affiliates, and licensees may install such a Community Control Program. Declarant reserves the right, at any time and in its sole discretion, to discontinue or terminate any Community Control Program prior to Turnover. In addition, all Owners specifically acknowledge that the Property may have a perimeter Community Control Program, such as fences, walls, hedges, or the like on certain perimeter areas. Declarant and the Board shall not be held liable for any loss or damage by reason or failure to provide adequate Community Control Program or ineffectiveness of Community Control Program measures undertaken.

7.02 No Liability. NEITHER THE CONDOMINIUM ASSOCIATION, THE MANAGING AGENT, NOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF THE HEALTH, SAFETY, WELFARE OR SECURITY OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, ALARM SYSTEM, COMMUNITY CONTROL SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS, OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS LESSEES THAT THE ASSOCIATIONS, THEIR BOARD OF DIRECTORS AND COMMITTEES AND DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY

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ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

ARTICLE VIII
PROPERTY RIGHTS

8.01 All Owners. Each Unit shall for all purposes constitute real property which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership of the Unit owned by such Owner, subject to the provisions of this Declaration. The ownership of each Unit shall include, and there shall pass with each Unit as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Elements as established hereunder. Units shall not be subdivided, and, except as provided in this Article VIII hereof, the boundaries between Units shall not be relocated, unless the relocation thereof is made with the consent of Declarant.

8.02 Owner's Easements of Enjoyment. Subject to the provisions of this Declaration and rules and regulations for use of the Property from time to time established by the Declarant, the Condominium Association and the Managing Agent, every Owner, his family, tenants, and guests shall have a non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Elements which it is entitled to use for their intended purpose, such easement to be appurtenant to and to pass and run with title to each Unit, subject to the following provisions:

(a) Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing. A description of, and the recording data for, all recorded easements and licenses appurtenant to the Condominium is included in **Exhibit "D"**.

(b) The right of the Declarant or the Condominium Association to borrow money for any purpose deemed necessary by the Board and, to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the General Common Elements; provided, however, that the lien and encumbrance of any such security instrument given by Declarant or the Condominium Association shall be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of the Condominium Association, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(c) The right of the Condominium Association or Managing Agent to suspend an Owner's rights hereunder or to impose fines in accordance with this Declaration, as amended from time to time.

(d) In case of any emergency originating in, or threatening the Property or any Unit, regardless of whether the Owner is present at the time of such emergency, the Condominium Association, the Managing Agent, or any other Person authorized by either, shall have the right to enter a Unit for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

(e) The rights and easements reserved to the Condominium Association and Managing Agent herein.

(f) The right of the Condominium Association to enter into any contribution and maintenance agreements, cost sharing agreements, easement agreements, and use agreements with the Golf Club Owner.

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(g) The rights and easements reserved in this Declaration for the benefit of the Managing Agent, the Condominium Association, their directors, officers, agents, and employees.

(h) The rights and easements reserved in Section 8.07 hereof for the benefit of the Additional Property.

(i) The rights and easements reserved herein for the benefit of the Golf Club Owner and Golf Club Users.

(j) The right of the Condominium Association, the Managing Agent, the Golf Club Owner and/or any governmental agency to enter any portion of the Property in order to comply with any applicable permits.

8.03 Common Elements Generally. NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY HEREIN, THE DEFINITION OF "COMMON ELEMENTS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON ELEMENTS.

8.04 Rules Regarding Common Elements. In addition, the following provisions shall be applicable to the Common Elements.

(a) Ownership and Operation of Common Elements. The Common Elements shall be owned by the Unit Owners in undivided shares and shall be operated, maintained, and administered as Common Expenses for all purposes and uses reasonably intended, as the Condominium Association or Managing Agent deem appropriate. The Condominium Association and the Managing Agent shall operate and administer the Common Elements without interference from any Owner or Mortgagee of a Unit or any other Person whatsoever. Owners shall have no right in or to any Common Elements referred to in this Declaration unless and until same are actually constructed and completed. The current conceptual plans and/or representation, if any, regarding the composition of the Common Elements are not a guarantee of the final composition of the Common Elements.

(b) Right to Allow Use. Declarant may enter into easement agreements or other use or possessory agreements whereby the Owners, the Condominium Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Condominium Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property.

(c) Obstruction of Common Elements. No portion of the Common Elements may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Condominium Association, the Managing Agent, and this Declaration.

8.05 Changes in Boundaries; Additions to Designated Common Elements. Declarant expressly reserves for itself and its affiliates, successors and assigns, the right to change and realign the boundaries of the designated Common Elements and any Units owned by Declarant, including the realignment of boundaries between adjacent Units owned by Declarant, and shall be evidenced by a

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revision of or an addition to the applicable Plat which shall be recorded in the Public Records of Brazos County, Texas.

8.06 Easements for Utilities.

(a) There is hereby reserved for the benefit of the Condominium Association, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from any public authority or agency, public service district, public or private utility, or other Person, upon, over, under, and across (i) all of the Common Elements; and (ii) all land within easement areas shown on recorded subdivision plats for the purpose of installing, replacing, repairing, maintaining all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, cable television, water, sewer, advanced water treatment, and irrigation lines. Such easements may be granted or accepted by Declarant, its successors or assigns. To the extent practicable, all utility lines and facilities serving the Property and located therein shall be located underground. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Property so encumbered (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities; (ii) to cut and remove trees, bushes, or shrubbery; (iii) to grade, excavate, or fill; or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility services and other services and drainage in order to serve the Association. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility services, or other service or drainage facilities or the use of these easements.

8.07 Easements for Additional Property. There is hereby reserved in Declarant, and its successors, assigns, and successors-in-title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for (i) the installation, maintenance, repair, replacement, and use within the Property and those portions of the Units encumbered pursuant to Section 8.06, for utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and cable system lines; and (ii) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

8.08 Golf Course Play Easement. There is hereby reserved to the Golf Club Owner, along with the Golf Club Users, a nonexclusive easement over and across the Property for the following purposes:

(a) Retrieval of golf balls provided the person retrieving the golf ball shall do so in a reasonable manner and will repair any damage caused by entry to retrieve the golf ball.

(b) Flight of golf balls over, across and upon the Property.

(c) Doing of every act necessary and incident to the playing of golf and other recreational activities on the Golf Club Property, including, but not limited to, the operation of lighting facilities, and the creation of usual and common noise levels associated with such recreational activities.

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(d) Creation of noise related to the normal maintenance and operation of the Golf Club Property, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from sun up to sun down every day.

8.02 Damage by Errant Golf Balls. The Unit Owners, for themselves and each and every subsequent Unit Owner, hereby acknowledge and agree that the existence of a golf course in the Golf Club Property is beneficial and highly desirable; however, each Owner acknowledges and agrees that portions of the Property located adjacent to the Golf Club Property are subject to the risk of damage or injury caused, directly or indirectly, by golf balls flying, landing, hitting, or resting in or around the Units and Common Elements. The Owners, for themselves and each subsequent Owner, their successors and assigns, hereby assume the risk of damage and injury caused by errant golf balls in, on, or around the Units and Common Elements. Nothing contained herein shall be deemed to limit liability of the individual golfer who has struck the errant golf ball for any damage he or she has caused.

ARTICLE IX
MAINTENANCE

The following maintenance provisions concerning Units within the Property are intended to describe those maintenance obligations of the Condominium Association (as delegated to a contractor or agent of the Condominium Association referred to herein as the "Managing Agent"), and of Owners.

9.01 Responsibilities of Owners.

(a) Except as provided in Section 9.02 below, all maintenance and repair of Units, and any porches, balconies, patios, or terraces designated as Limited Common Elements appurtenant solely to the Unit and no other Unit, shall be the sole responsibility of the Owner of such Unit. Owner's responsibility for maintenance, repairs, and replacements includes and extends to non-structural interior walls and doors within or affording access to the Unit.

(b) Owner shall immediately report in writing to the Condominium Association any instances of water damage or sightings of mold within the Unit. In the event a Unit is going to be unoccupied for a consecutive period of two (2) months or longer, the Owner must provide notice of same to the Managing Agent.

(c) As provided in Section 9.03 hereof, each Owner shall also be obligated to pay for the costs incurred by the Condominium Association and the Managing Agent for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. Owners shall not (i) decorate, change, or otherwise alter the appearance of any portion of the Golf Club Property, or Limited Common Elements unless such decoration, change, or alteration is first approved, in writing, by the Managing Agent; or (ii) do any work which, in the reasonable opinion of the Managing Agent, would jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or hereditaments thereto, without in every such case obtaining the written approval of the Managing Agent.

9.02 Condominium Association's Responsibility. Neither the Condominium Association nor the Managing Agent shall be liable for injury or damage to any person or property: (A) caused by weather conditions or by any Owner or any other Person not acting as either an agent or employee of the Condominium Association or the Managing Agent, or (B) caused by any pipe, plumbing, drain, conduit, appliance, equipment, or utility line or facility, the responsibility for the maintenance of which is that of the Condominium Association or the Managing Agent, nor shall the Condominium Association or the

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Managing Agent be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Property. No diminution or abatement of Assessments, fees, or charges shall be claimed or allowed by reason of any alleged failure of the Condominium Association or the Managing Agent to take some action or to perform some function required to be taken or performed by the Condominium Association or the Managing Agent under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Condominium Association or the Managing Agent, or from any action taken by the Condominium Association or the Managing Agent to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments, fees, and charges being a separate and independent covenant on the part of each Owner. The Condominium Association shall maintain and repair the Common Elements (unless provided otherwise in the Condominium Documents), the cost and expense of which shall constitute a Common Expense and payable as a portion of the Assessments against Owners. Nothing in this Declaration shall be deemed or construed as relieving any Owner from liability or responsibility for damage to Common Elements caused by the negligence or misconduct of an Owner or an Owner's occupants or invitees.

9.03 Failure of Owner's Obligations. In the event that the Condominium Association or the Managing Agent determines that: (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder; or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Condominium Association or the Managing Agent hereunder is caused through the willful or negligent act of an Owner, or his or her family, tenants, guests or invitees and is not covered and promptly paid for by insurance in whole or in part, then, in either event, the Managing Agent, except in the event of an emergency situation, shall give such Owner written notice of the Managing Agent's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situation, or the failure of any Owner to comply with the provisions hereof after notice, the Managing Agent may provide (but shall not have the obligation to so provide) any such maintenance, repair or replacement at the sole cost and expense of such Owner and said cost shall be added to and become a part of the Assessment to which such Owner and his or her Unit are subject. In the event that the Managing Agent undertakes such maintenance, cleaning, repair, or replacement, the applicable Owner shall promptly reimburse the Condominium Association for the Managing Agent's costs and expenses of any nature. In the event the Managing Agent provides any of the forgoing maintenance, repair, or replacement, the Managing Agent shall not be obligated to procure bids for such maintenance repair or replacement and the Managing Agent, in its sole discretion, shall designate a contractor to perform such work. Damage to the interior of any Unit resulting from such maintenance, repair or replacement activities by the Association, whether by reason of an emergency or otherwise, shall constitute a Common Expense and be payable by the Association; provided, however, that if such maintenance, repairs or replacements are the result of the misuse or negligence of an Owner, or its guests or invitees, then such Owner shall be responsible and liable for all such damage.

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ARTICLE X
INSURANCE AND CASUALTY LOSSES

10.01 Insurance. Beginning not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Condominium Association shall maintain, to the extent reasonably available, the following insurance, which shall be a Common Expense:

(a) Property Insurance for Units. Public liability and property damage insurance for the Unit, including, without limitation the Limited Common Elements appurtenant to such Unit that belong to only that Unit. The policy shall include an endorsement for no less than one hundred percent (100%) of the full replacement cost (new without deduction for depreciation) of the covered Unit, improvements, and property.

(b) Property Insurance for Common Elements. In the event General Common Elements are added to the Property, property insurance on the insurable General Common Elements, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage, in a total amount of at least eighty percent (80%) of the replacement cost or actual cash value of the insured property as of the effective date and at each renewal date of the policy.

(c) Liability Insurance. In the event General Common Elements are added to the Property, commercial general liability insurance, including medical payments insurance, in an amount determined by the Board, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of the General Common Elements. Such policy may insure against all damage or injury caused by the negligence of the Declarant, its directors and officers, any of its agents, or the Owners.

(d) Unavailability. If the insurance described in Section 10.01(a) and Section 10.01(b) is not reasonably available, the Condominium Association shall cause notice of that fact to be delivered or mailed to all Unit Owners and lienholders.

(e) Other Insurance. The Declarant or its duly authorized agents shall have the authority and may obtain: (i) worker's compensation insurance to the extent necessary to comply with any applicable laws; and (ii) such other types and amounts of insurance as may be determined by the Declarant to be necessary or desirable.

(f) Insurance Provisions. Insurance policies carried under Section 10.01(a), Section 10.01(b) and Section 10.01(c) shall contain the following provisions:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of the person's ownership of an undivided interest in the Common Elements or membership in the Condominium Association.

(ii) The insurer waives its right to subrogation under the policy against a Unit Owner.

(iii) No action or omission of a Unit Owner, unless within the scope of the Unit Owner's authority on behalf of the Condominium Association, will void the policy or be a condition to recovery under the policy.

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Condominium Association's policy provides primary insurance.

(v) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Condominium Association and to any Mortgagee to which a mortgagee endorsement has been issued.

(vi) All such insurance coverage obtained by the Condominium Association shall be written in the name of the Condominium Association as trustee for each of the Owners.

(vii) All policies shall be written with a company licensed to do business in the State of Texas and holding a rating of A+ or better in such financial categories as established by Best's Insurance Reports, if such report is available or if not available, its equivalent rating or the best rating possible.

(viii) All property insurance policies shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(ix) In no event shall the insurance coverage obtained and maintained by the Declarant hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

(x) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Declarant, the Declarant's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees.

(xi) All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests, and invitees, or on account of the acts of any director, officer, employee, or agent of the Declarant or of its manager, without prior demand in writing delivered to the Declarant to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

10.02 Owner's Insurance. Each Owner, at his or her sole cost and expense, shall provide personal property insurance covering his or her personal belongings located inside the Unit or Limited Common Elements. Neither Declarant nor the Condominium Association shall be responsible for any theft of or damage to personal belongings of Owner or other Person on the Property. Further, an insurance policy issued to the Condominium Association does not prevent a Unit Owner from obtaining insurance for the Owner's own benefit.

10.03 Effect of Article. This Article X does not affect the right of a holder of a mortgage on a Unit to require a Unit Owner to acquire insurance in addition to that provided by the Condominium Association.

10.04 Right to Adjust. A claim for any loss covered by the policy under Section 10.01(a), Section 10.01(b), or Section 10.01(c) must be submitted by and adjusted with the Condominium Association. The insurance proceeds for that loss shall be payable to an insurance trustee designated by the Condominium Association for that purpose, if the designation of an insurance trustee is considered by

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the Board to be necessary or desirable, or otherwise to the Condominium Association, and not to any Unit Owner or lienholder. Notwithstanding the above, no mortgagee or other security holder of the Common Elements having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.05 Insurance Proceeds. The insurance trustee or the Condominium Association shall hold insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to Section 10.06, Section 10.07, and Section 10.08, the proceeds paid under a policy must be disbursed first for the repair or restoration of the damaged Common Elements and Units, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the condominium is terminated.

10.06 Damage or Destruction to Common Elements. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Elements covered by insurance written in the name of the Condominium Association, the Condominium Association or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance. The Condominium Association shall also obtain reliable and detailed estimates of the cost of Repair or Reconstruction of the damaged or destroyed property. Any portion of the Common Elements for which insurance is required that is damaged or destroyed shall be promptly repaired or replaced by the Condominium Association unless (i) the Condominium is terminated, (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) at least eighty percent (80%) of the Unit Owners, vote to not rebuild. A vote to not rebuild does not increase an insurer's liability to loss payment obligation under a policy, and the vote does not cause a presumption of total loss. The cost of repair or replacement in excess of the insurance proceeds and reserves is a Common Expense. If the entire Common Element is not repaired or replaced, any insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium.

10.07 Special Assessments. If the insurance proceeds, if any, for such damage or destruction of any Common Elements are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Condominium Association may levy a Special Assessment against all Owners, such Special Assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a Special Assessment shall be levied against the Owners equally in the same manner as Monthly Assessments are levied, and additional assessments may be made at any time during or following the completion of any Repair or Reconstruction. Any and all sums paid to the Condominium Association under and by virtue of such assessments shall be held by and for the benefit of the Condominium Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Condominium Association in payment for such repair or reconstruction.

10.08 Damage or Destruction to Units. In the event a Unit is destroyed by or for any cause, the Condominium Association shall be obligated to repair, restore, and rebuild the damage caused by such loss. Any such repair, restoration and rebuilding shall be undertaken immediately and completed within nine (9) months of the date of casualty. Such replacement Unit shall conform to the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration.

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ARTICLE XI
TAXES AND UTILITIES

11.01 Taxes. Each Owner shall be responsible for and shall pay when due all taxes, assessments and other governmental impositions lawfully levied or assessed with respect to such Owner's Unit. Any taxes, assessments, or other governmental impositions lawfully levied or assessed with respect to the Property not separately billed to the Owners shall constitute a Common Expense and be payable by the Association.

11.02 Utilities. Each Owner shall be responsible for and shall pay all electricity charges relating to such services used in or serving only the Owner's Unit; to the extent such charges are separately metered. Any utility charges not so separately metered, including without limitation gas, water and wastewater, and charges relating to such services used in connection with the use and maintenance of the Common Elements, shall constitute a Common Expense and be payable by the Association. Any "hook up" charges under any agreements benefiting the Building, entered into or assumed by the Association or to which the Association, the Building, or the Units are subject, and any other charges under such agreements which are not separately billed to the Unit Owners, and the cost of any utilities generated or provided by the Association to the Unit Owners, unless separately metered, shall constitute a Common Expense and be payable by the Association.

ARTICLE XII
CONDEMNATION

12.01 General Provisions. If all or any part of the Property is subject to a Taking, the Association and each Owner affected thereby shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give such notice as the Association receives knowledge of such proceeding to all the Owners and to all the Mortgagees which have requested such notice; provided, however, that the failure of the Association to give such notice shall not prejudice the right of any Mortgagee to participate in such proceedings. The expense of participation in such proceedings by the Association shall be a Common Expense. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. Any restoration or repair of the Property following a partial Taking shall be performed in accordance with the provisions of this Declaration and shall follow, as nearly as possible, the original plans and specifications for the Property, unless otherwise approved by all the Mortgagees.

12.02 Taking of All or Substantially All of One Unit. If a Unit (or a substantial part thereof such that the remnant may not practically or lawfully be used for any purpose permitted by this Declaration) is subject to a Taking, the Owner and any Mortgagee of such Owner shall be entitled to the award for such Taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and, after payment thereof, such Owner and any Mortgagee of such Owner shall be divested of all interest in the Property. In such event, the condemned Unit's entire Allocated Interest shall be automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the Taking, unless the decree relating to the Taking provides otherwise. A remnant of a Unit remaining after part of a Unit is the subject of a Taking described in this Section 12.02 shall be a Common Element. If any repair or rebuilding of the remaining portions of the Property is required as a result of such Taking, the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners holding not less than 80% of the votes in the Association either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or if

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none be undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and this Declaration shall be amended to reflect such Taking. This Declaration shall in all circumstances be amended to reflect the re-allocated Allocated Interests following the Taking.

12.03 Partial Taking of a Unit. if only a portion of a Unit is subject to a Taking, such that the remaining portion of such Unit can practically and lawfully be used for any purpose permitted by this Declaration, the Owner shall be entitled to the award for such Taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and the Allocated Interest of the Unit subject to such Taking shall be reduced and the Allocated Interests of the other Units shall be increased in accordance with the Reallocation Percentage. The Owner of such Unit, at its sole cost and expense, shall promptly repair, restore, and rebuild the remaining portions of such Unit as nearly as possible to the condition which existed prior to such Taking.

12.04 Taking of Common Elements. If an action is brought to effect a Taking of all or any portion of the Common Elements together with or apart from any Unit, the Board of Directors, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding unless the action involves a material portion of the Common Elements in which case such decision shall be made by the affirmative vote or written consent of the Owners holding not less than 80% of the votes in the Association. With respect to any such Taking of the Common Elements only, all damages and awards shall be determined for such Taking as a whole and not for any Owner's interest therein. After the damages or awards for a Taking of the Common Elements are determined, such damages or awards shall be held by the Association, acting as trustee for each Owner, and their Mortgagees, as their interests shall appear, and any amounts not used for repair or restoration of the remaining Common Elements, shall be divided among the Owners in proportion to each Owner's Allocated Interest before the Taking, except that such portion of any such award attributable to the condemnation of a Limited Common Element shall be divided among the Owners of the Units served by such Limited Common Elements, as such Owners' interests existed in the Limited Common Elements condemned. The Owners shall determine by the affirmative vote or written consent of the Owners holding not less than 80% of the votes in the Association either to rebuild or repair the remaining Common Elements or to take such other action as such Owners may deem appropriate. If it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners and recorded in the Condominium Records.

12.05 Taking of Several Units. If an eminent domain proceeding results in the Taking of all or part of multiple Units, then the damage and awards for such Taking shall be determined and paid for each Unit as described in Sections 12.02 and Section 12.03 of this Declaration, and the following shall apply: (a) the Association shall determine which of the Units damaged by such Taking may be practically and lawfully used for any purpose permitted by this Declaration, taking into account the nature of the Property and the reduced size of each Unit so damaged; (b) if the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners holding not less than 80% of the votes in the Association, with the written consent of 51% of the Mortgagees, that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be practically and lawfully used for any purpose permitted by this Declaration as a condominium project in the manner provided in this Declaration, then the Property shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interests by all the remaining Owners, as tenants-in-common, in the percentage of the Allocated Interest of each Owner (after reallocation in accordance with the procedures described in Section 12.02 and Section 12.03 of this Declaration); and (c) if the Condominium is not so terminated, then the damages and awards made with respect to each Unit which can be practically and lawfully used

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for any purpose permitted by this Declaration shall be applied to repair and reconstruct such Unit as provided in Section 12.03 of this Declaration. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed pro rata against the Owners of those Units which are being repaired or reconstructed. With respect to those Units which may not be practically or lawfully used for any purpose permitted by this Declaration, after payment of the award, such Owner and any Mortgagee of such Owner shall be divested of all interest in the Property and the condemned Unit's entire Allocated Interest shall be automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the Taking, unless the decree relating to the Taking provides otherwise. A remnant of a Unit remaining after part of a Unit is the subject of a Taking, if the remnant of such Unit cannot be practically or lawfully used for any purposed permitted by this Declaration, shall be a Common Element. if any repair or rebuilding of the remaining portions of the Property (other than Units which can be practically and lawfully used for any purposed permitted by this Declaration) is required as a result of such Taking, the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners holding not less than 80% of the votes in the Association either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or if none be undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and this Declaration shall be amended to reflect such Taking. This Declaration shall in all circumstances be amended to reflect the re-allocated Allocated Interests following the Taking.

12.06 Complete Taking of Property. If all of the Property is the subject of a Taking, all damages and awards shall be held by the Association, acting as trustee, for the accounts of all the Owners and their Mortgagees, as their interests shall appear, and shall be paid to or for the accounts of the Owners in proportion to their Allocated Interests and this Condominium shall terminate upon such payment.

12.07 Payment of Awards and Damages. Any damages or awards provided in this Article XII to be paid to or for the account of any Owner by the Association, acting as trustee, shall be applied first to the payment of any Governmental Impositions past due and unpaid with respect to that Unit; second, to any Priority Lien Indebtedness on that Unit; third, to the payment of any Assessments charged to or made against the Unit and unpaid; and finally to the Owner.

12.08 Association as Attorney-in-Fact. Each Owner, by acceptance of a deed to a Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every one of its successors in interest hereunder (which appointment shall be deemed a power coupled with an interest), as such Owner's true and lawful attorney-in-fact, for and in such Owner's name, place and stead, upon the condemnation of the Condominium, or any part thereof, or upon any determination by the Owners made pursuant to this Article XII. to take any and all actions, and to execute and deliver any and all instruments, as the Association may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article XII, hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized, in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article XII as aforesaid, and to execute and deliver all instruments necessary or incidental to any such actions.

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ARTICLE XIII
ADMINISTRATION

13.01 Duties and Powers. The Condominium Association may exercise any right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such duties may include, but shall not be limited to, arranging with governmental agencies, public or private utilities, or others, as a Common Expense or by billing directly to Units, to furnish trash collections, water, sewer and/or security service for the Common Elements and/or the Units.

13.02 Agreements. All agreements and actions lawfully authorized by the Condominium Association shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property; and in performing its responsibilities hereunder, the Condominium Association, shall have the authority to delegate to persons of its choice such duties of the Condominium Association as it may determine, including, without limitation the Managing Agent. In furtherance of the foregoing and not in limitation thereof, the Condominium Association may obtain and pay for the services of any Person to manage its responsibilities hereunder or any part thereof, to the extent it deems advisable, as well as such other personnel as the Condominium Association shall deem necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Condominium Association or by any Person with whom or with which it contracts. All costs and expenses incident to the employment of the Managing Agent or any other manager shall be a Common Expense. During the term of the management agreement with Managing Agent, the Managing Agent is hereby authorized by the Condominium Association to exercise all of the powers and shall be responsible for the performance of all the duties of the Condominium Association. The Managing Agent may be bonded in such a manner as the Condominium Association may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Condominium Association may hire and contract for, such legal, accounting, and other professional services as are necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, or the rules and regulations.

13.03 Personal Property and Real Property for Common Use. The Condominium Association may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Condominium Association and the proceeds thereof, after deducting therefrom the costs incurred by the Condominium Association in acquiring or selling the same, shall be held by and for the benefit of the Owners. The shares of the Owners in the funds and assets cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Unit also transfers the rights that are appurtenant to such Unit.

ARTICLE XIV
ASSESSMENTS FOR COMMON EXPENSES

14.01 Purpose of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Units, and maintaining the Property and improvements therein.

14.02 Payments by Declarant. Until the Condominium Association makes a Common Expense Assessment, the Declarant shall pay all the expenses of the Condominium as the expenses accrue. From the date of the initial Assessment until Turnover, or three years from Declarant's first conveyance of a

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Unit, whichever is earlier, Declarant shall have the option, in its sole discretion, to (i) pay Assessments on the Units as to which it is the Owner, or, (ii) fund any deficit in the Common Expenses of the Association by virtue of paying the difference between the Monthly Assessment and the total of the Assessments paid by Unit Owners other than Declarant.

14.03 Computation of Monthly Assessments. It shall be the duty of the Condominium Association to annually, at least thirty (30) days prior to an annual meeting, prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Property. The Condominium Association shall cause a copy of the budget and the proposed total of the Monthly Assessments to be levied against Units for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The budget and the Monthly Assessments shall become effective unless disapproved at the meeting by a vote of a majority of the Owners who are voting in person or by proxy at such meeting. Notwithstanding the foregoing, in the event the proposed budget is not approved or the Condominium Association fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and Monthly Assessments in effect for the then current year shall be increased in proportion by the greater of either ten (10%) percent of the budget and assessments for the previous year or by the percentage increase, if any, over the previous year's Consumer Price Index (all Urban Consumers, United States City Average, All Items 1967=100), or its successor index, and such increased budget shall be implemented for the succeeding year until a new budget shall have been approved as provided above. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and reserves, if any, based upon a fraction, the numerator of which is the total number of Units owned by such Owner and the denominator of which is the total number of Units in the Property conveyed to Owners. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and reserves, if any, shall be allocated equally to each Unit. Each Owner shall be assessed for each Unit purchased.

14.04 Types of Common Expenses. The Common Expenses to be funded by the Monthly Assessments may include, but shall not be limited to, the following:

(a) administration fees and expenses of administration, including legal and accounting fees;

(b) charges for common services for the Units and Owners, including trash collection, a recreational use fee permitting access to the swimming and tennis areas and facility area, basic cable television, internet, telephone, water, sewage, gas, and pest control;

(c) the cost of any policies of insurance purchased for the benefit and protection of all the Owners and Units as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage, and such other insurance coverage as the Condominium Association determines to be in the interests of the Owners;

(d) the expenses of maintenance, operation, and repair of facilities serving the Property, the maintenance, operation, and repair of which the Condominium Association or the Managing Agent from time to time determines to be in the best interest of the Owners;

(e) the cost of operating and monitoring the Community Control System, if any, within the Property;

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(f) such other expenses as may be determined from time to time by the Condominium Association to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Units;

(g) damages to the Property in excess of insurance coverage;

(h) all reserves, if any, established by the Condominium Association, regardless of when reserve funds are expended;

(i) all costs and expenses relating to Assessments and other maintenance expenses attributable to any Units acquired by the Condominium Association;

(j) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure;

(k) all other expenses that may be duly incurred by the Condominium Association and Managing Agent from time to time in operating, protecting, managing, maintaining and conserving the Property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Certificate of Formation, or the Bylaws;

(l) any and all expenses that may be duly incurred by the Condominium Association and Managing Agent in compliance with any contribution and maintenance agreements, cost sharing agreements, easement agreements, and use agreements by and between the Condominium Association and the Golf Club Owner; and

(m) any and all assessments, charges, and/or sums payable to the Condominium Association pursuant to, and in accordance with the Declaration.

14.05 Deficit. In the event Common Expenses, as estimated in the budget for a particular fiscal year are, after the actual Common Expenses for that period are known, less than the actual costs, then the difference shall, at the election of the Condominium Association: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Condominium Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein). All surplus funds, if any, shall be applied to reduce Common Expenses.

14.06 Special Assessments. In addition to the Monthly Assessments authorized above, the Condominium Association may levy, in any assessment year, Special Assessments for Common Expenses, applicable to that year only. The Declarant may make such Special Assessments payable in installments over a period which may, in the Condominium Association's discretion, extend in excess of the fiscal year in which adopted. Such Special Assessments are to be prorated among the Units as provided with respect to Monthly Assessments.

14.07 Individual Assessments. Any expenses occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against such Owners and their respective Units. The Individual Assessments provided for in this Section 14.07 shall be levied by the Condominium Association and the amount and due date of such Individual Assessment so levied shall be as specified by the Condominium Association.

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14.08 Designation. The designation of Assessment type shall be made by the Condominium Association.

14.09 Date of Commencement of Monthly Assessments. The Monthly Assessments provided for herein shall commence as to each Unit on the date on which such Unit is conveyed to a Person other than Declarant and shall be due and payable in such manner and on such schedule as the Condominium Association may provide. Except as provided in Section 15.02 herein, Declarant shall be responsible for the payment of Monthly, Individual, and Special Assessments on Units which it owns. Monthly Assessments and any outstanding Special Assessments shall be adjusted for such Unit according to the number of months then remaining in the year and the number of days then remaining in the month in which such Unit is first conveyed.

14.10 Reserves. The Condominium Association may, but is not obligated to, annually prepare a reserve budget which shall take into account the number and nature of significant replaceable assets, the estimated useful life of each asset and the estimated, repair and replacement cost. If a reserve budget is established, the Declarant shall set the required reserve contribution. The reserve contribution required shall be fixed by the Condominium Association and included within and distributed with the budget and Common Expenses. The reserve budget may, if funded, be used by the Condominium Association to fund capital replacements, capital additions, and capital repairs.

IF RESERVES ARE ESTABLISHED, NEITHER THE CONDOMINIUM ASSOCIATION NOR DECLARANT SHALL BE UNDER ANY OBLIGATION TO FUND OR PAY RESERVE CONTRIBUTIONS; NOTHING IN THIS SECTION OR THIS DECLARATION SHALL REQUIRE THE CONDOMINIUM ASSOCIATION TO COLLECT OR ASSESS FOR CAPITAL RESERVES. IF RESERVES ARE COLLECTED, NO REPRESENTATION IS MADE THAT THE AMOUNTS COLLECTED WILL BE SUFFICIENT FOR ANY OR ALL CAPITAL REPLACEMENTS OR REPAIRS, AND IT IS LIKELY THAT SPECIAL ASSESSMENTS MAY BE NECESSARY. IF ANY CLAIM IS MADE AGAINST THE CONDOMINIUM ASSOCIATION FOR COMMON AREA CONDITIONS, ANY RESERVES SHALL BE APPLIED TO REMEDY ANY CONDOMINIUM ASSOCIATION OR DIRECTOR LIABILITY.

14.11 Initial Expense Fund. The Declarant has established a capital fund for the operation of the Property (the "Initial Expense Fund"). There shall be collected from each Owner that purchases a Unit from Declarant at the time of conveyance of each Unit an amount equal to two (2) months of Monthly Assessments. The Initial Expense Fund shall be used to reduce the deficit that might otherwise be funded by Declarant or for any other purposes deemed appropriate by Declarant. The total amount of such funds and interest accrued thereon, if any, shall be a set-off against any amounts payable by Declarant. Amounts paid into the Initial Expense Fund are not to be considered as advance payment of Assessments and may be used by the Declarant for any valid purpose in connection with the Property. Notwithstanding anything herein to the contrary, Declarant shall have the option to waive contributions to the Initial Expense Fund.

14.12 No Obligation to Fund Reserves. Notwithstanding anything to the contrary in this Declaration, Declarant shall have no obligation to fund the Condominium Association Initial Expense Fund, capital replacements, capital repairs, capital additions, or reserves of any kind. Any capital replacements, capital repairs, or additions shall be funded through reserves that may be collected or Special Assessments.

14.13 Assessments on Additional Property. Upon the addition of the Additional Property or any portion thereof to the Property, the Units being added to the Property shall thenceforth pay Assessments that are equal to those imposed upon Units previously in the Property. In such event, the

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budget shall be accordingly revised by the Condominium Association without the necessity of approval by the Owners, to include Common Expenses and Assessments related to such additional Units.

14.14 Notice of Meeting. Written notice of the annual meeting of the Condominium Association with the Owners, as well as any other meeting called for the purpose of taking any action, shall be sent to all Owners not less than fifteen (15) days or more than forty-five (45) days in advance of such meetings.

ARTICLE XV
CONDOMINIUM ASSOCIATION'S LIEN FOR ASSESSMENTS

15.01 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Unit, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Condominium Association: (a) "Monthly Assessments" to be established and collected as provided in Section 14.03 hereof, (b) "Special Assessments" to be established and collected as provided in Section 14.06 hereof, (c) "Individual Assessments" against any particular Unit which are established as provided in Section 14.07 hereof, including, but not limited to, fines as may be imposed against such Unit in accordance with this Article XV and XVII. Any such Assessments, together with late charges, accrue simple interest at the rate of eighteen percent (18%) per annum or the maximum interest rate allowed by the laws of the State of Texas, whichever is lower, and court costs and attorneys' fees incurred to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon the Unit, the Owner of which is responsible for payment. Each Owner shall be personally liable for Assessments coming due while he is the Owner of a Unit and his grantee shall take title to such Unit subject to the equitable charge and continuing lien therefore, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefore; provided, however, the lien for unpaid Assessments shall not apply to the holder of any first priority Mortgage or to the holder of any Mortgage securing a loan made by Declarant, its affiliates, successors, or assigns, and who takes title to a Unit through foreclosure or through conveyance of a deed in lieu of foreclosure or to any purchaser of such Unit at such foreclosure sale. In the event of co-ownership of any Unit, all of such co-Owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Condominium Association, provided that unless otherwise provided by the Condominium Association, the Monthly Assessments shall be paid at the beginning of each month as established, or may be paid for an entire calendar year in one payment, in accordance with the policies and procedures established by the Condominium Association.

15.02 Requirement to Pay Assessments. No Person may waive or otherwise exempt himself from liability for Assessments, including, by way of illustration and not limitation, by non-use of Common Elements or abandonment of his Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Person liable for the payment of Assessments, and the Condominium Association has the right to require an unconditional personal continuing guarantee from a principal of an entity that owns a Unit. Assessments will be due and payable during any period of suspension of use of all or portions of the Common Elements. The Owner of any Unit subject to Assessment, by acceptance of a deed therefore whether or not it shall be expressed in any such deed, shall be deemed to covenant and agree to pay the Assessments and such obligations shall be binding on all subsequent purchasers of such Unit. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged act or omission of Declarant, the Condominium Association or the Managing Agent to take some action or perform some function required to be taken or performed by Declarant, the Condominium Association or the Managing Agent, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Declarant, the Condominium Association or the Managing Agent, or from any action taken by Declarant in connection

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with the development of the Property or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

15.03 Superiority of Liens. Such liens shall be superior to all other liens and encumbrances on such Unit except only for: (i) liens of ad valorem taxes and other governmental assessments or charges against the Unit unless otherwise provided in the Texas Tax Code, Section 32.05; and (ii) liens for all sums unpaid on a Mortgage or on any Mortgage to Declarant, or its affiliates, successors, or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of assessments and charges to the lien of such Mortgages shall only apply to such assessments and charges that have become due and payable prior to a foreclosure or conveyance in lieu of foreclosure. All other persons acquiring liens or encumbrances on any Unit after this Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments and charges as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

15.04 Effect of Nonpayment; Remedies of the Condominium Association. Any Assessments or charge of an Owner or any portions thereof which are not paid when due shall be delinquent. Any Assessment or charge delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Condominium Association from time to time and shall also commence to accrue simple interest at the rate of eighteen percent (18%) per annum or the maximum interest rate allowed by the laws of the State of Texas, whichever is lower. A lien and equitable charge as herein proved for each Assessment or charge shall attach simultaneously as the same shall become due and payable, and if an Assessment or charge has not been paid within thirty (30) days, the entire unpaid balance of the Assessment or charge may be accelerated at the option of the Condominium Association and be declared due and payable in full. The continuing lien and equitable charge of such Assessment or charge shall include the late charge established by the Condominium Association, interest on the principal amount due at the rate of eighteen percent (18%) per annum or the maximum interest rate allowed by the laws of the State of Texas, whichever is lower, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the Assessment or charge remains unpaid after sixty (60) days from the original due date, the Condominium Association may, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Condominium Association, and each Owner by his acceptance of a deed or other conveyance to a Unit vests in the Condominium Association and its agents the right and power to bring all actions against them personally for the collection of such assessments and charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property, including non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code, as may be amended from time to time; and such Owner hereby expressly grants to the Condominium Association the right of private power of sale in connection with such lien. The Condominium Association shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same.

15.05 Certificate. The Condominium Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Condominium Association, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by the Condominium Association setting forth whether the Assessments and charges for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence binding all but such Owner of payment of any Assessments and charges stated therein to have been paid.

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ARTICLE XVI
USE RESTRICTIONS

16.01 Use of Common Elements. Owners shall not make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions located wholly within Units). The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. No Owner shall obstruct the ingress or egress to the other Units, or the Limited Common Elements. No Owner shall allow anything to remain in or on the Limited Common Elements which would be unsightly or hazardous. No Owner shall allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, and each Unit and the Limited Common Elements shall at all times be kept in a clean and sanitary condition. Local recycling programs shall be enforced. Garbage shall be disposed of through the kitchen garbage disposal so far as possible and the remainder, along with bottles, cans and other trash shall be placed in waterproof bags or similar containers before being placed in the appropriate receptacles. No Owner shall make use of the Limited Common Elements in such a manner as to abridge the equal rights of the other Unit Owners entitled to their use and enjoyment.

16.02 Nuisances. No portion of the Units or Limited Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No noxious or offensive activity shall be carried on in any Units, Limited Common Elements or other portions of the Property, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owner. The Board shall have the right to determine if any equipment, fixture, improvement, materials, or activity producing such noise or odor constitutes a nuisance. In particular, no Unit Owner shall play (or permit to be played in its Unit or in the Limited Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. No vocal or instrumental practice is permitted during the hours from 10:00 p.m. through 9:00 a.m. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Property. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Property. No activity specifically permitted by this Declaration shall be deemed a nuisance.

16.03 Air Conditioning Units. No window or wall mounted air conditioning units which are visible from outside of the Unit may be installed in any Unit.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DECLARATION, EACH OWNER AND THEIR RESIDENTS, GUESTS AND INVITEES WITHIN THE PROPERTY ACKNOWLEDGE AND AGREE THAT PERMITTED USES OF AIR CONDITIONING UNITS INHERENTLY INVOLVE SOME LEVEL OF NOISE AND THAT SUCH NOISE, IF ANY, SHALL NOT BE DEEMED TO CONSTITUTE A NUISANCE IN ANY MANNER.

16.04 Golf Course Areas. Owners of Units adjacent to the Golf Club Property, as well as their families, tenants, guests, invitees and pets shall be obligated to refrain from any actions which would distract the playing qualities of the golf course. Such prohibited activities shall include, but not be limited to, permitting dogs or other pets to interfere with golf course play due to their loud barking or other

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actions, running, bicycling or walking on the golf cart paths and fairways, picking up balls, or like interference with play.

16.05 Leases. The purpose and objective of this Section is to maintain a first class community with the residents, lessees and guests living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each Owner. Therefore, other than those leases entered into by Declarant, the leasing of the Units by Owners shall be subject to the following provisions:

(a) Any and all lease agreements between an Owner and a lessee of such Owner shall (i) be in writing; (ii) be for residential purposes, (iii) be for not less than the entire Unit, (iv) be for a minimum of one-hundred twenty (120) days; (v) be approved by the Managing Agent, (vi) comply with all governmental laws, rules, ordinances and regulations; and (vii) otherwise be in compliance with the rules and regulations as may be promulgated and published from time to time by the Managing Agent or the Board of Directors. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, and the Rules and Regulations adopted hereunder. All Limited Common Elements appurtenant to a Unit may be leased only in connection with the lease of such Unit. The Owner shall provide the Condominium Association with an executed copy of each lease shall be submitted to the Condominium Association promptly following execution.

(b) Any lessee of a Unit must adhere to all provisions of this Declaration, the Certificate of Formation, the Bylaws, the rules and regulations of the Condominium Association, the Managing Agent, the Golf Club Plan, together with all exhibits and appurtenances thereto, and any other applicable provisions of any other agreement, document or instrument governing the Condominium or administered by the Condominium Association or any other applicable governmental law, rule or regulation. Owners wishing to lease their Units shall be jointly and severally liable to the Condominium Association with the lessees of their Unit for any amount which is required by the Condominium Association to affect such repairs or to pay any claim for injury or damage to property caused by or which is the responsibility of such lessee. All leases must provide that the lessee shall be subject in all respects to the terms and provisions of Declaration, and shall provide that the Condominium Association shall have the right (i) to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration of Condominium, the Certificate of Formation or Bylaws, the rules and regulations of the Condominium Association or any other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Condominium Association, and (ii) to collect all rental payments due to the Owner and to apply same against unpaid Assessments if, and to the extent that, the Owner is in default in the payment of Assessments.

16.06 Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving Day and January 10 only and in compliance with any regulations of the Condominium Association promulgated with respect thereto, the use and nature of all exterior lights and exterior-electrical outlets must be first approved in writing by the Condominium Association.

16.07 Use of Balconies, Patios, and Porches. No grilles, fire pits, or electric, gas, charcoal, or other fire-based cooking device are permitted to be used on any balcony, porch, patio, or other Limited Common Element of a Unit. No whirlpools or hot tubs are permitted on the balcony, patio, porch, or other Limited Common Element of a Unit.

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16.08 Hazardous Substances. No flammable, combustible, or explosive fluids, chemicals or other substances may be kept in any Unit or Limited Common Elements except such as are generally used for normal household purposes. No electric, gas, charcoal or other cooking device intended for outside use is permitted within the Unit.

16.09 Fireplaces. No alterations, modifications or enhancements of the fireplaces within a Unit, nor any other change of any nature that would affect the fireplace's compliance with applicable fire and safety codes and ordinances are permitted.

16.10 Subdivisions. No Owner shall divide or subdivide a Unit for purpose of sale.

16.11 Relief by Condominium Association. The Condominium Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article XVI for good cause shown as determined by the Condominium Association in its sole discretion.

16.12 Effect on Declarant. Subject to the following exceptions, the restrictions and limitations set forth in this Article XVII shall not apply to Declarant or to Units owned by Declarant. Declarant shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Condominium Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to Declarant's construction, maintenance and marketing activities.

ARTICLE XVII
RULE MAKING

17.01 Rules and Regulations. Subject to the provisions hereof, the Condominium Association or the Managing Agent may establish reasonable rules and regulations concerning the use of Units, the Common Elements and facilities located thereon. Copies of such rules and regulations and amendments thereto shall be furnished to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically overruled, canceled, or modified by the Condominium Association or the Managing Agent.

17.02 Authority and Enforcement. Upon the violation of this Declaration, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments or charges, the Condominium Association shall have the power (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Unit, the Owners, occupants, or guests that are guilty of such violation; or (ii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests, and tenants) to use any of the Common Elements, and the Condominium Association shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owners or the family, guests, or tenants of his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days. The fines levied and assessed as provided for in this Section 17.02 herein shall be a lien upon the applicable Unit in the same manner as that provided for in Section 15.01 herein. The effect of the non-payment of such fines and the remedies of the Condominium Association to enforce collection thereof shall be the same as those provisions provided for in Section 15.04 herein.

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ARTICLE XVIII
AMENDMENT

18.01 Amendments by Declarant. This Declaration, including the Plans and Plat, may be amended only by vote or agreement of Unit Owners (including Declarant, while it holds title to a Unit) to which at least sixty-seven percent (67%) of the votes in the Condominium Association are allocated. While Declarant controls at least sixty-seven percent (67%) of the votes in the Condominium Association, Declarant may amend this Declaration without the approval of any Owner or Mortgagee; provided, however, that, with the exception of the addition of any portion of the Additional Property to the terms of this Declaration, (i) in the event that such amendment materially and adversely alters or changes any Owner's right to the use and enjoyment of his Unit or the Common Elements as set forth in this Declaration or adversely affects the title to any Unit, such amendment shall be valid only upon the written consent thereto by a majority in number 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 Section 18.01 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgages if required. Each Owner, by acceptance of a deed or other conveyance to a Unit agrees to be bound by such amendments as are permitted by this Section 18.01 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 Property (a) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statue, 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 Units subject to this Declaration, (c) or if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on a Unit, or other improvements subject to this Declaration. Notwithstanding any other provision in this Section 18.01, no amendment to this Declaration shall be made that will materially affect the ownership or operations of the golf course, Golf Club Property or the Golf Club Owner without the written approval of the Golf Club Owner.

18.02 Particular Amendments. Section 18.01 herein shall not apply to amendments to this Declaration by the Declarant in connection with the addition of the Additional Property to the Property as provided in Section 5.02, or the exercise of rights of the Declarant pursuant to Section 5.04 or Section 5.06, or any amendment rights provided to Declarant in Texas Property Code Section 82.067(b) or Section 82.067(f).

18.03 Amendments by Condominium Association and Unit Owners. Nothing herein or in Section 18.01 shall prohibit amendments to this Declaration by the Condominium Association, or the Unit Owners, as provided in Texas Property Code Sections 82.067(b) & 82.067(h).

18.04 Effective Date of Amendment. An amendment to this Declaration is effective only when made by an instrument in writing filed and upon the date when it is recorded in the Public Records of Brazos County, Texas, or at such later date as shall be specified in the amendment itself.

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ARTICLE XIX
LIMITATION OF LIABILITY

19.01 Limitation of Liability of Officers and Directors of the Condominium Association. No officer or director of the Condominium Association shall be liable to any Owner of any Unit or any Occupant for any claims, actions, demands, costs, expenses (including attorney's fees), damages or liabilities of any kind or nature, except as otherwise expressly set forth in the Bylaws and such officers and directors shall be indemnified in accordance with the provisions of the Condominium Documents.

19.02 Limitation of Liability of Condominium Association. The Condominium Association shall not be liable: (i) for injury or damage to any person or property caused by the Common Elements or by an Owner or Occupant, or any other Person, or resulting from any utility, rain, snow, or ice, which may leak or flow from or over any portion of the Common Elements, or from any pipe, drain, conduit, appliance, or equipment which the Condominium Association is responsible to maintain under this Declaration; (ii) to any Owner or Occupant for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements, or (iii) to any Owner or Occupant for any damage or injury caused in whole or in part by the failure of the Condominium Association to discharge its responsibilities under this Section 19.02.

19.03 Right of Action by Owners; Limitation of Liability of Officers and Directors of Condominium Association. Owners, acting collectively or individually, shall have the right to maintain actions against the Condominium Association for its willful failure to perform its duties and responsibilities hereunder; provided, however, no other action may be brought against the Condominium Association or its affiliates, parents, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties, and assigns by the Owners. The Condominium Association shall not have the power to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in the name or on behalf of any Owner or with respect to any portion of the Condominium except the Common Elements. Subject to the Condominium Associations obligations under the Declaration, each Owner hereby releases, acquits, and forever discharges the Condominium Association, and its affiliates, parents, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties, and assigns and agrees to hold such Persons harmless of and from any and all claims, damages, liabilities, costs and/or expenses (including reasonable attorney's fees) relating to the construction of, repair or restoration of, or the sale to the Owners of the Units or the Common Elements. This release shall release and forever discharge the Condominium Association and its affiliates, parents, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties, and assigns from all claims and causes of action, whether statutory or under the common law, known or unknown, now accrued, or that arise in the future.

19.04 GENERAL INDEMNITY OF DECLARANT AND CONDOMINIUM ASSOCIATION. THE OWNERS AND OCCUPANTS, INDIVIDUALLY AND COLLECTIVELY, EXPRESSLY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DECLARANT, THE CONDOMINIUM ASSOCIATION, THE BOARD, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (EACH AN "INDEMNIFIED PARTY"), INDIVIDUALLY AND COLLECTIVELY, FROM ANY AND ALL CLAIMS BY ANY PERSON ARISING OR RESULTING FROM, SUSTAINED OR INCURRED BY, ANY INDEMNIFIED PARTY, OR WHICH CAN OR MAY ARISE, RESULT, BE SUSTAINED OR INCURRED, OR WHICH CAN OR MAY ARISE, RESULT, BE SUSTAINED OR INCURRED IN CONNECTION WITH (I) THE EXERCISE OR FAILURE TO EXERCISE OR THE USE OR MISUSE OF ANY OF SUCH PERSON'S RESPECTIVE RIGHTS OR OBLIGATIONS CONTAINED IN THE CONDOMINIUM DOCUMENTS; (II) THE BREACH BY AN OWNER OR OWNERS OF ANY PROVISION OF THIS DECLARATION; (III) ANY HAZARDOUS SUBSTANCE, ON, IN, UNDER, OR IN THE AIR ABOVE, ALL OR ANY

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PART OF THE PROPERTY; (IV) THE NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR CRIMINAL MISCONDUCT OF AN OWNER OR OWNERS.

ARTICLE XX
MEDIATION AND ARBITRATION

20.01 Mediation. All Disputes, except those relating to equitable remedies, which shall not be resolved within fifteen (15) days after same have arisen (unless such greater time is provided elsewhere in the Condominium Documents) shall be submitted for, or determined by non-binding mediation. Mediation of any Dispute shall be initiated by any Owner making a written demand therefore to the other Owner or Owners involved in such Dispute and the Condominium Association; provided, however, if the Condominium Association is a party to any such Dispute the Condominium Association shall have the right to elect not to be governed by the provisions of this Article by giving to the Owner or Owners, within ten days after the Condominium Association's receipt from such Owner or Owners of a demand for mediation of a Dispute, written notice of the Condominium Association's election not to be governed by the provisions of this Article and to instead exercise the Condominium Association's remedies at law or in equity. With respect to such mediation, the parties shall, within ten days after delivery of such written notice to the Condominium Association, appoint a mediator who is: (i) a reputable person actively engaged in the commercial real estate industry for a continuous period of not less than ten years and (ii) is in no way affiliated, or has had no material business dealings with any Owner or any member of the Condominium Association. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth above shall be appointed by the then presiding judge of the United States District Court of the Houston Division of the Southern District of Texas or such other service as may be recommended by the State Bar of Texas. Such mediation shall occur within thirty (30) days after the mediator has been appointed and shall occur at a mutually acceptable location in Brazos County or Harris County, Texas. The costs of such mediation services shall be shared equally (but each party shall bear the cost of their own travel and attorneys' fees); provided, however, that if the Dispute is not resolved pursuant to such mediation, the provisions of Section 21.01 of this Declaration shall govern the payment of attorneys fees and costs and expenses of mediation and arbitration under this Article.

20.02 Final Offer Arbitration. If the parties are unable to resolve any Dispute at mediation, no later than thirty (30) calendar days after the parties have reached an impasse at mediation, the parties shall submit their Dispute to binding arbitration. The parties agree to select a single impartial arbitrator from a list taken from the American Arbitration Association of commercial arbitrators, and if they cannot agree on an arbitrator, each party shall select a person and those two so selected shall then select the single impartial arbitrator who shall thereafter serve as arbitrator. The issues in dispute shall be submitted as "baseball" or final-offer arbitration, whereby each party shall submit what it deems to be its most reasonable position to the arbitrator and the arbitrator shall select one of those two positions. The arbitrator shall have no discretion to select or award a position other than to select one of those submitted by the parties. To the extent rules governing arbitration are deemed necessary by the arbitrator (or by agreement of the parties); the current Rules for Commercial Mediation and Arbitration promulgated by the American Arbitration Association shall apply. Any award that is rendered by the arbitrator shall be accomplished no later than ten days from the initiation of the arbitration procedure. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator's award. The party or parties whose position is not selected or awarded shall be responsible for all attorneys fees, costs and expenses (incurred in connection with the mediation and arbitration of a Dispute under this Article) of the party whose position is selected or awarded for the arbitration of the Dispute under this Article.

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20.03 Exclusive Remedy. With respect to any Dispute subject to arbitration under this Article it is agreed that the arbitration provisions of this Article shall be the sole remedy of the Owners involved in such Dispute. Notwithstanding any other provisions of this Declaration, the foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, claim, controversy or matter that does not constitute a "Dispute" as such term is defined in this Declaration or not described in this Declaration or with any Person not named or described in this Declaration, provided that any arbitration proceeding initiated under the terms of this Section 20.03 may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Dispute and the subject of such other proceedings arise out of common or interrelated factual occurrences. Any award of the arbitrator shall be final and binding upon the Owners involved in the Dispute and such Owners' Mortgagees and non-appealable judgment thereon may be entered by any court having jurisdiction.

20.04 "Dispute." Any claim, grievance or other dispute arising out of or relating to: (i) the interpretation, application or enforcement of the Condominium Documents; (ii) any conflict or dispute arising between or among two or more Owners; (iii) the proper party to bear a maintenance cost or expense or a capital expenditure or the proper amount of the expense, fee or Assessment to be charged or collected; (iv) the rights, obligations and duties of any Owner under the Condominium Documents; (v) the authority of the Condominium Association or Declarant under any Legal Requirement or under the Condominium Documents to: (a) require any Owner to take any action or not to take any action involving such Owner's Unit; or (b) alter, subtract from or add to the Common Elements or the Condominium; (vi) the interpretation or enforcement of any warranty; or (vii) the failure of the Condominium Association, in accordance with Legal Requirements and the Condominium Documents to: (w) properly conduct elections; (x) give adequate notice of meetings or actions; (y) properly conduct meetings; or (z) allow inspection of books or records. The following shall not be considered "Disputes" unless all parties shall otherwise agree to submit the matter to arbitration pursuant to Article XX of this Declaration: (i) any suit by the Condominium Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary to maintain the status quo and preserve the Condominium Association's ability to enforce the provisions of the Condominium Documents; (ii) any suit between Owners that does not include Declarant and the Condominium Association if such suit asserts a dispute that would constitute a cause of action independent of the Condominium Documents; (iii) any disagreement that primarily involves title to any Unit or the Common Elements; or (iv) any suit in which the applicable statute of limitations would expire within one hundred eighty (180) days of the giving of notice as provided in Article XX of this Declaration unless the Persons against whom the Dispute is made agree to toll the statute of limitations for a period of time necessary to comply with Article XX of this Declaration.

ARTICLE XXI
GENERAL PROVISIONS

21.01 Enforcement. Each Owner shall comply strictly with the rules and regulations adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Unit, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the Common Elements, or for instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by the Condominium Association, or, in a proper case, by an aggrieved Owner. Should the Condominium Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the rules and regulations are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that the Condominium

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Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of the Condominium Association, or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Condominium Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any Person of the provisions of this Declaration, or any rules and regulations however long continued.

21.02 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of thirty (30) years from and after the date of the recording of the Declaration, provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration, if, during the last year of an initial thirty (30) year period or the last year of any ten (10) year renewal period, eighty percent (80%) of the Owners vote in favor of terminating this Declaration at the end of the then current term. In the event that the Owners vote to terminate this Declaration, an instrument evidencing such termination shall be filed of record in the Public Records of Brazos County, Texas, such instrument to contain a certificate wherein the Condominium Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefore, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby.

21.03 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Condominium Association will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the Public Records of Brazos County, Texas. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Texas.

21.04 Usury. It is the intent of Declarant, the Condominium Association, and the Owners that the Condominium Documents be in strict compliance with applicable usury laws of the State of Texas. In furtherance thereof, said parties stipulate and agree that none of the terms and provisions contained in the Condominium Documents shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be charged by applicable laws of the State of Texas. The Owners or other parties now or hereafter becoming liable for payment of sums owing under the terms of the Condominium Documents shall never be liable for unearned interest at a rate in excess of the maximum interest that may be lawfully charged under applicable laws of the State of Texas, and the provisions of this section shall control over all other

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provisions of the Condominium Documents in conflict herewith. In the event that the Declarant, the Condominium Association or any of its designated agents shall collect monies which are deemed to constitute interest at a rate in excess of that permitted to be charged by applicable laws of the State of Texas, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Owner or other party so paying said monies upon such determination.

21.05 Fair Housing. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's unit to any person on the basis of race, color, sex, religion, familial status, ancestry, or national origin.

21.06 Reasonable Accommodations. Notwithstanding any other rule, regulation, or restriction, the Board and the Declarant shall make reasonable accommodations in the rules, regulations, or restrictions if such accommodations may be necessary or appropriate to afford a person with a disability an equal opportunity to use and enjoy the Condominium.

21.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

21.08 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

21.09 Rights of Third Parties. This Declaration shall be recorded for the benefit of Declarant, the Owners, and their Mortgagees as herein provided, and by such recording, no adjoining property Owner or third party shall have any right, title or interest whatsoever in the Property, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining Owner or third party.

21.10 Notice of Sale, Lease, or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Unit, the Owner must promptly furnish to the Managing Agent in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

21.11 Condominium Information; Resale Certificate. In accordance with Texas Property Code Section 207.003, not later than the tenth (10^{th}) day after the date a written request for condominium information is received from an Owner, Owner's agent, or title insurance company or its agent acting on behalf of an Owner, the Condominium Association shall deliver to the Owner, Owner's agent, or title insurance company or its agent, the following information:

(a) A current copy of the Declaration, including all amendments, and any other restrictions applying to the Condominium;

(b) A current copy of the Bylaws and rules of the Condominium Association;

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(c) A resale certificate that complies with Texas Property Code Section 207.003(b), as such section may be amended or renumbered from time to time.

The Condominium Association may charge a reasonable fee to assemble, copy, and deliver the information and may charge a reasonable fee to prepare and deliver an update of a resale certificate.

21.12 No Trespass. Whenever the Condominium Association, and its respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Property, the entering thereon and the taking of such action shall not be deemed to be trespass.

21.13 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated by such Owners. All notices to Declarant shall be sent or delivered to Declarant's main office at 2100 Traditions Blvd., Bryan, Texas 77807, or to such other address as the Declarant may from time to time notify the Owners. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Declarant.

[Space intentionally left blank. Signatures appear on the following page.]

IN WITNESS WHEREOF, duly authorized officers of the undersigned Declarant have executed this Declaration under seal, this 23rd day of May, 2012.

DECLARANT:

KW TAP Condominiums, LLC, a Texas limited liability company

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

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 23rd day of May, 2012 by W. Spencer Clements, Jr., in his capacity as President of the Declarant, KW TAP Condominiums, LLC, a Texas limited liability company.

_____
NOTARY PUBLIC, State of Texas

MIKE GENTRY
Notary Public, State of Texas
My Commission Expires
MAY 17, 2016

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EXHIBIT "A"

INITIAL PROPERTY

METES AND BOUNDS DESCRIPTION
OF A
3.94 ACRE TRACT
J. H. JONES SURVEY, A-26
BRYAN, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J. H. JONES SURVEY, ABSTRACT NO. 26, BRYAN, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE REMAINDER OF A CALLED 27.80 ACRE TRACT AS DESCRIBED BY A DEED TO TRADITIONS CLUB BY MELROSE, LLC RECORDED IN VOLUME 6587, PAGE 223 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND A PORTION OF THE REMAINDER OF A CALLED 87.20 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT, INC. RECORDED IN VOLUME 4023, PAGE 71 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 SOUTHWEST LINE OF A CALLED 87.88 ACRE TRACT DESCRIBED AS TRACT 3 BY A DEED TO TRADITIONS CLUB BY MELROSE, LLC RECORDED IN VOLUME 5153, PAGE 1 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTHWEST CORNER OF SAID REMAINDER OF 27.80 ACRE TRACT AND AN EASTERLY CORNER OF LOT 1A, BLOCK 1, THE TRADITIONS SUBDIVISION, PHASE 16, ACCORDING TO THE PLAT RECORDED IN VOLUME 8094, PAGE 81 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 60° 25' 38" E ALONG THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID 87.88 ACRE TRACT FOR A DISTANCE OF 376.48 FEET TO A POINT MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 75.00 FEET;

THENCE: CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID 87.88 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 163° 44' 55" FOR AN ARC DISTANCE OF 214.36 FEET (CHORD BEARS: N 38° 01' 02" E – 148.49 FEET) TO THE END OF SAID CURVE;

THENCE: N 43° 29' 39" W ALONG THE COMMON LINE OF SAID REMAINDER OF 87.20 ACRE TRACT AND SAID 87.88 ACRE TRACT FOR A DISTANCE OF 109.27 FEET;

THENCE: THROUGH SAID REMAINDER OF 87.20 ACRE TRACT FOR THE FOLLOWING CALLS:

N 68° 53' 50" E FOR A DISTANCE OF 201.71 FEET;

S 21° 06' 10" E FOR A DISTANCE OF 285.43 FEET TO THE COMMON LINE OF SAID REMAINDER OF 87.20 ACRE TRACT AND 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;

THENCE: S 42° 45' 02" W ALONG THE COMMON LINE OF SAID REMAINDER OF 87.80 ACRE TRACT AND SAID 324.83 ACRE TRACT, AT 5.45 FEET PASS THE COMMON CORNER OF SAID REMAINDER OF 87.80 ACRE TRACT AND SAID REMAINDER OF 27.80 ACRE TRACT, CONTINUE ON FOR A TOTAL DISTANCE OF 370.32 FEET;

THENCE: N 60° 50' 35" W ALONG THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID 324.83 ACRE TRACT FOR A DISTANCE OF 372.32 FEET TO A POINT ON THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND THE REMAINDER OF A51.87 ACRE TRACT DESCRIBED AS TRACT 6 BY SAID DEED TO TRADITIONS CLUB BY MELROSE, LLC (5351/1) MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 176.00 FEET;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID REMAINDER OF 51.87 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 32' 24" FOR AN ARC DISTANCE OF 133.74 FEET (CHORD BEARS: N 59° 37' 19" W – 83.07 FEET) TO A POINT MARKING A COMMON CORNER OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID TRADITIONS SUBDIVISION, PHASE 16, MARKING THE ENDING POINT OF SAID CURVE;

THENCE: N 03° 22' 40" E ALONG THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID PHASE 16 FOR A DISTANCE OF 252.32 FEET TO THE **POINT OF BEGINNING**, CONTAINING 3.94 ACRES OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

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Doc 01120916 Bk OR Vol 10689 Pg 251

EXHIBIT "A-1"

ACCESS EASEMENT

Doc	Bk	Vol	Pg
01112886	OR	10545	74
01120916	OR	10689	252

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ACCESS AND UTILITY EASEMENT

Date: February 20, 2012

Grantor: Traditions Acquisition Partnership, L.P., a Texas limited partnership
Acting in its capacity as the Declarant under that certain Declaration of Condominium for The Casitas at Traditions dated September 21, 2006, and recorded at Volume 7598, Page 62 of the Official Records of Brazos County, Texas; and amended by First Amendment to Declaration of Condominium for The Casitas at Traditions dated April 22, 2008, and recorded at Volume 8555, Page 204 of the Official Records of Brazos County, Texas (the "**Casitas Declaration**")

Mailing Address: 2611 FM 1960 West, Suite H-225
Houston, Texas 77068

Grantor: Traditions Club Bryan, LP
Mailing Address: 2100 Founders Drive
Bryan, Brazos County, Texas 77808

The Grantors shall be collectively referred to herein as "**Grantor**".

Grantor's Property: For Traditions Acquisition Partnership, L.P. all of the Common Elements as described in the Casitas Declaration, such Common Elements being a part of Lot 1A, Block 1, Replat of The Traditions Subdivision, Phase 16, and Right-Of-Way Dedication, Club Drive, City of Bryan, Brazos County, Texas according to the plat thereof recorded in Volume 8094, Page 81, Official Records of Brazos County, Texas.

For Traditions Club Bryan, L.P. all of Lot 1, Block 1 Final Plat of The Traditions Subdivision Phase Six, City of Bryan, Brazos County, Texas according to the plat thereof recorded in Volume 6555, Page 46 Official Records of Brazos County, Texas.

Grantee: Traditions Club Bryan, LP
Mailing Address: 2100 Founders Drive
Bryan, Brazos County, Texas 77808

Grantee: Bryan/Traditions, LP
Mailing Address: 2100 Founders Drive
Bryan, Brazos County, Texas 77808

The Grantees shall be collectively referred to herein as "**Grantee**".

Lienholder: Patriot Bank
7500 San Felipe, Ste. 100
Houston, Texas 77063

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Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Dominant Estate Property: Being that certain tract of land being situated in the J.H. Jones Survey, Abstract No. 26, Bryan, Brazos County, Texas. Said Tract being the remainder of a called 27.30 acre tract as described by a deed to Traditions Club by Melcier, LLC recorded in Volume 6587, Page 223 of the Official Public Records of Brazos County, Texas, and a portion of the remainder of a called 87.20 acre tract described as Tract 1 by a deed to Bryan Commerce and Development, Inc. recorded in Volume 4023, Page 71 of the Official Public Records of Brazos County, Texas, said tract of land being more particularly described by metes and bounds as shown on **Exhibit "A"** attached hereto and incorporated herein for all purposes.

Easement Property: That certain **0.76 acre tract** of land lying and being situated in the J.H. Jones League, Abstract No. 26, Bryan, Brazos County, Texas, and being more particularly described on **Exhibit "B"** attached hereto and incorporated herein for all purposes.

Easement Purpose: For providing free and uninterrupted vehicular and pedestrian ingress to and egress for Grantee to and from the Dominant Estate Property, and for the construction, maintenance and operation of utilities for the benefit of the Dominant Estate Property.

Reservations from Conveyance: For the Grantor, the free and uninterrupted use of the Easement Property for vehicular and pedestrian ingress and egress, and for the construction, maintenance and operation of utilities for the benefit of the Grantor's Property (as herein defined), so long as Grantor's use of the Easement Property does not unreasonably interfere with Grantee's use of the Easement Property.

Exceptions to Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not and all presently recorded and validly existing instruments, other than conveyances of the surface fee estate that affect the Easement Property.

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, GRANTS, SELLS, and CONVEYS to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), TO HAVE AND TO HOLD the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions

The following terms and conditions apply to the Easement granted by this agreement:

1. ***Character of Easement.*** The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any

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conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (collectively referred to as "Grantee").

2. ***Duration of Easement.*** The duration of the Easement is perpetual.

3. ***Reservation of Rights.*** Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

4. ***Drainage Across Easement.*** Grantor hereby grants and permits Grantee to utilize the Easement Property for the drainage of water, including without limitation the inclusion of facilities to promote and aid in drainage, flowing from and across the Dominant Estate. Grantee shall be responsible for the repair of any erosion damage to the Easement Property that occurs due to the drainage of water or the existence of any facilities to promote the drainage of water.

5. ***Secondary Easement.*** Grantee has the right (the "**Secondary Easement**") to use as much of the surface of the property that is adjacent to the Easement Property ("**Adjacent Property**") as may be reasonably necessary to install and maintain such roads, utilities, and drainage facilities as are reasonably suited for the Easement Purpose within the Easement Property. However, Grantee must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

6. ***Improvement and Maintenance of Easement Property.***

a. Improvement and maintenance of the Easement Property will be shared among the following parties:

i. The "**Casitas Party**" which shall mean Traditions Acquisition Partnership, L.P. or its assignee which may be the Declarant under the Casitas Declaration of The Casitas Condominium Association, Inc. (the "**Casitas Association**");

ii. The "**Club Party**" which shall mean Traditions Club Bryan, LP or its assignee;

iii. The "**Hidden Bridge Party**" which shall mean Bryan/Traditions, LP and Traditions Club Bryan, LP, or their assignee acting as the declarant pursuant to any condominium declaration filed with respect to the Dominant Estate Property, or their assignee acting as the owners' association for any condominium project that might be developed on the Dominant Estate Property.

iv. The Casitas Party, the Club Party and the Hidden Bridge Party may for purposes of this paragraph be referred to individually as a "**Party**" or collectively as the "**Parties**".

b. The Easement Property will for the purposes of this paragraph concerning the improvements to and maintenance of the Easement Property be divided into three parcels which shall be referred and defined as follows:

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i. The "Club Property Section" shall be that portion of the Easement Property extending from Club Drive to the point marking the beginning of the Casitas and being identified as the Club Property Section on Exhibit "C" attached hereto and incorporated herein for all purposes.

ii. The "Casitas Property Section" shall be that portion of the Easement Property beginning at the eastern end of the Club Property Section and extending westward from the Club Property Section to the point at the end of the cul de sac marking the end of Casitas Drive and being identified as the Casitas Property Section on Exhibit "C" attached hereto and incorporated herein for all purposes..

iii. The "Hidden Bridge Property Section" shall be that portion of the Easement Property beginning at the eastern end of the Casitas Property Section and extending westward to the Dominant Estate Property and being identified as the Hidden Bridge Property Section on Exhibit "C" attached hereto and incorporated herein for all purposes..

c. The Parties have the right to eliminate any encroachments into the Easement Property. The Parties will maintain the Easement Property in a neat and clean condition and landscaping of the Easement Property will be maintained in such a manner as is reasonable and comparable to the surrounding areas of similar character and nature.

d. Grantee has the right to construct and install water lines, sewer lines, electric lines, utility services of every kind, and a roadway or pathway with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities, as necessary, under or across the Hidden Bridge Property Section (collectively, the "Facilities"). All matters concerning the initial configuration, construction and installation, of the Facilities are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement.

e. The Parties shall maintain, improve, repair, and replace the Easement Property and shall bear the costs and expenses related thereto to be allocated amongst the Parties as follows:

i. With respect to the Club Property Section:

1. Club Party Fifty percent (50%),

2. Casitas Party Twenty-five percent (25%), and

3. Hidden Bridge Party Twenty-five percent (25%);

ii. With respect to the Casitas Property Section:

1. Casitas Party Twenty percent (20%), and

2. Hidden Bridge Party Eighty percent (80%);

iii. With respect to the Hidden Bridge Property Section:

1. Hidden Bridge Party One Hundred percent (100%).

f. The foregoing financial responsibilities for maintenance and improvements of the Easement Property shall be appurtenant to, run with, and inure to the benefit of all or any

Unofficial Copy

portion of the respective Easement Property, Grantor's Property and Dominant Estate Property.

The party that bears the largest percentage of responsibility for the costs and expenses of maintenance, repair, and replacement of each respective section of the Easement Property shall be responsible for procuring estimates, quotes, and/or bids for such maintenance, repair, or replacement work and selecting a qualified contractor or other third-party to perform such work. The respective Party responsible for coordination of maintenance and improvements shall provide the other Parties with bills or invoices detailing the work performed and their respective share of the costs, and such other Parties shall pay their respective portion of the costs within thirty (30) days of presentation of the invoice for such costs.

h. In the event of an emergency situation, or the failure of any of the Parties to perform the maintenance requirements set forth in this paragraph, following ten (10) days written notice of failure to perform from any other Party, the other Party or Parties may perform (but shall not have the obligation to so perform) any such maintenance, repair or replacement and shall then be entitled to be reimbursed by the non-performing Party or Parties in accordance with the percentage allocations described above, and such reimbursement shall be made within ten (10) days following presentation by the performing Party to the non-performing Party of an invoice for such work.

i. The Parties further acknowledge and agree that no term, condition or provision of this Access and Utility Easement is granted, given or conveyed for the benefit of Lot 2, Block 1 according to the Replat of The Traditions Subdivision Phase 16 as recorded at Volume 8099, Page 81 of the Official Records of Brazos County, Texas ("Lot 2"), nor is it intended that this Access and Utility Easement shall reduce, increase, modify or amend any existing easement or access rights that might now benefit Lot 2.

7. ***Equitable Rights of Enforcement.*** This Easement may be enforced 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 parties to or those benefited by this agreement; 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.

8. ***Attorney's Fees.*** If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. ***Binding Effect.*** This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

10. ***Choice of Law.*** This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

11. ***Counterparts.*** This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

12. ***Waiver of Default.*** It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

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13. ***Further Assurances.*** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

14. ***Indemnity.*** Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

15. ***Integration.*** This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

16. ***Legal Construction.*** If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. ***Notices.*** Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. ***Recitals.*** Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

19. ***Time.*** Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Signatures appear on following pages.

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~~Doc Bk Vol Pg~~
~~01112886 OR 10545 80~~

GRANTOR:

Traditions Acquisition Partnership, L.P., a Texas limited partnership

By: Traditions Acquisition GP, LLC, a Texas limited liability company, its General Partner

Name: Spencer Clements Jr
Title: Vice President

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on February 20, 2012,
by Spencer Clements, Jr.

MARTHA C. LYNCH
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-13-2015

Martha C. Lynch
Notary Public, State of Texas

Unofficial Copy

Grantor
Traditions Club Bryan, LP, a Texas limited partnership

By: Traditions Club Bryan GP, LLC, a Texas limited liability company
Its sole General Partner

Name: W. Spencer Clements Jr.
Title: Vice President

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on February 20, 2012,
by W. Spencer Clements, Jr.

Martha C. Lynch
Notary Public, State of Texas

MARTHA C. LYNCH
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-13-2015

Unofficial Copy

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01120916	OR	10689	260

~~Doc 01112886 Bk OR Vol 10545 Pg 82~~

GRANTEE:
Traditions Club Bryan, LP, a Texas limited partnership

By: Traditions Club Bryan GP, LLC, a Texas limited liability company
Its sole General Partner

Name: W. Spencer Clements, Jr.
Title: Vice President

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on February 22, 2012,
by W. Spencer Clements, Jr.

Martha C. Lynch
Notary Public, State of Texas

MARTHA C. LYNCH
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-13-2015

Unofficial Copy

Grantee:

Bryan/Traditions, LP, a Texas limited partnership

By: Traditions Acquisition Partnership, LP, a Texas limited partnership
Its sole General Partner

By: Traditions Acquisition Partnership GP, LLC, a Texas limited liability company
Its sole General Partner

Name: W. Spencer Clements Jr.
Title: Vice President

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on February 20, 2012,
by W. Spencer Clements, Jr.

MARTHA C. LYNCH
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-13-2015

Martha C. Lynch
Notary Public, State of Texas

Unofficial Copy

Consent and Subordination by Lienholder

Lienholder, as the holder of a lien on a portion of the Easement Property, consents to the above grant of an Easement, including the terms and conditions of the grant, and Lienholder subordinates its lien to the rights and interests of Holder, so that a foreclosure of the lien will not extinguish the rights and interests of Holder.

Patriot Bank

Name: Don Platt, Jr.
Title: EVP

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on Feb 21st, 2012,
by Don Platt Jr.

GLENDA CHAVEZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05/06/2015

Notary Public, State of Texas

Unofficial Copy

Consent by Condominium Association

The Casitas Condominium Association, Inc., consents to the above grant of an Easement, including the terms and conditions of the grant, and subordinates its interest in the Easement Property to the rights and interests of Holder.

The Casitas Condominium Association, Inc.

Name: W. Spencer Clements Sr.
Title: Director

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on February 20 2012
by W. Spencer Clements Sr.

MARTHA C. LYNCH NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-13-2015

Martha C. Lynch
Notary Public, State of Texas

Unofficial Copy

Exhibit "A"

METES AND BOUNDS DESCRIPTION
OF A
3.94 ACRE TRACT
J. H. JONES SURVEY, A-26
BRYAN, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J. H. JONES SURVEY, ABSTRACT NO. 26, BRYAN, BRAZOS COUNTY, TEXAS, SAID TRACT BEING THE REMAINDER OF A CALLED 27.80 ACRE TRACT AS DESCRIBED BY A DEED TO TRADITIONS CLUB BY MELROSE, LLC RECORDED IN VOLUME 6587, PAGE 223 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND A PORTION OF THE REMAINDER OF A CALLED 87.20 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT, INC. RECORDED IN VOLUME 4023, PAGE 71 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 SOUTHWEST LINE OF A CALLED 87.88 ACRE TRACT DESCRIBED AS TRACT 3 BY A DEED TO TRADITIONS CLUB BY MELROSE, LLC RECORDED IN VOLUME 5153, PAGE 1 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTHWEST CORNER OF SAID REMAINDER OF 27.80 ACRE TRACT AND AN EASTERLY CORNER OF LOT 1A, BLOCK 1, THE TRADITIONS SUBDIVISION, PHASE 16, ACCORDING TO THE PLAT RECORDED IN VOLUME 9094, PAGE 81 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 60° 25' 38" E ALONG THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID 87.88 ACRE TRACT FOR A DISTANCE OF 376.48 FEET TO A POINT MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 75.00 FEET;

THENCE: CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID 87.88 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 163° 44' 55" FOR AN ARC DISTANCE OF 214.36 FEET (CHORD BEARS: N 35° 03' 02" E – 148.49 FEET) TO THE END OF SAID CURVE;

THENCE: N 43° 29' 39" W ALONG THE COMMON LINE OF SAID REMAINDER OF 87.20 ACRE TRACT AND SAID 87.88 ACRE TRACT FOR A DISTANCE OF 109.27 FEET;

THENCE: THROUGH SAID REMAINDER OF 87.20 ACRE TRACT FOR THE FOLLOWING CALLS:

N 68° 53' 50" E FOR A DISTANCE OF 201.71 FEET;

S 21° 06' 10" E FOR A DISTANCE OF 285.43 FEET TO THE COMMON LINE OF SAID REMAINDER OF 87.20 ACRE TRACT AND 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;

THENCE: S 42° 45' 02" W ALONG THE COMMON LINE OF SAID REMAINDER OF 87.80 ACRE TRACT AND SAID 324.83 ACRE TRACT, AT 5.45 FEET PASS THE COMMON CORNER OF SAID REMAINDER OF 87.80 ACRE TRACT AND SAID REMAINDER OF 27.80 ACRE TRACT, CONTINUE ON FOR A TOTAL DISTANCE OF 370.52 FEET;

THENCE: N 60° 50' 25" W ALONG THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID 324.83 ACRE TRACT FOR A DISTANCE OF 372.32 FEET TO A POINT ON THE COMMON LINE OF SAID

1

REMAINDER OF 27.80 ACRE TRACT AND THE REMAINDER OF A51.87 ACRE TRACT DESCRIBED AS TRACT 6 BY SAID DEED TO TRADITIONS CLUB BY MELROSE, LLC (5351/1) MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 176.00 FEET;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID REMAINDER OF 51.87 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 32' 24" FOR AN ARC DISTANCE OF 133.74 FEET (CHORD BEARS: N 59° 37' 19" W – 83.07 FEET) TO A POINT MARKING A COMMON CORNER OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID TRADITIONS SUBDIVISION, PHASE 16, MARKING THE ENDING POINT OF SAID CURVE;

THENCE: N 03° 22' 40" E ALONG THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID PHASE 16 FOR A DISTANCE OF 232.32 FEET TO THE POINT OF BEGINNING CONTAINING 3.96 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

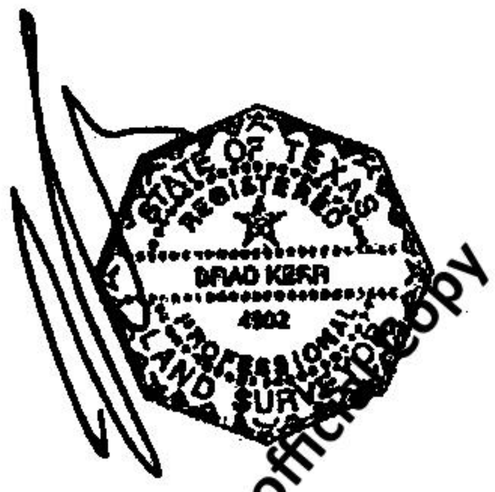

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Exhibit "B"

METES AND BOUNDS DESCRIPTION
OF A
[illegible]76 ACRE TRACT
J. H. JONES LEAGUE, A-26
BRYAN, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE J. H. JONES LEAGUE, ABSTRACT NO. 26, BRYAN, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 1, BLOCK 1, THE TRADITIONS SUBDIVISION, PHASE SIX, ACCORDING TO THE PLAT RECORDED IN VOLUME 6555, PAGE 46 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND A PORTION OF LOT 1A, BLOCK 1, THE TRADITIONS SUBDIVISION, PHASE 16, ACCORDING TO THE PLAT RECORDED IN VOLUME 8094, PAGE 81 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE NORTHWEST CORNER OF SAID TRADITIONS SUBDIVISION, PHASE SIX, ON THE EAST LINE OF CLUB DRIVE, SAME BEING A SOUTHWEST CORNER OF LOT 2, BLOCK 1, THE TRADITIONS SUBDIVISION, PHASE 16 (8094/81);

THENCE: N 87° 15' 29" E ALONG THE COMMON LINE OF SAID PHASE SIX AND SAID LOT 2 FOR A DISTANCE OF 404.50 FEET TO THE COMMON CORNER OF SAID LOT 2 AND SAID LOT 1A;

THENCE: N 17° 55' 45" W ALONG THE COMMON LINE OF SAID LOTS 1A AND 2 FOR A DISTANCE OF 29.84 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 50.00 FEET;

THENCE: THROUGH SAID LOT 1A FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 15' 34" FOR AN ARC DISTANCE OF 11.57 FEET (CHORD BEARS: N 65° 26' 10" E – 11.55 FEET) TO THE END OF SAID CURVE;

N 58° 48' 24" E FOR A DISTANCE OF 45.75 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 186.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 11' 37" FOR AN ARC DISTANCE OF 68.80 FEET (CHORD BEARS: S 49° 50' 10" E – 68.41 FEET) TO THE END OF SAID CURVE;

S 60° 25' 59" E FOR A DISTANCE OF 68.77 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 114.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 47' 12" FOR AN ARC DISTANCE OF 51.31 FEET (CHORD BEARS: S 47° 32' 23" E – 50.88 FEET) TO THE END OF SAID CURVE;

S 34° 38' 47" E FOR A DISTANCE OF 5.23 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 24.50 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 79° 21' 41" FOR AN ARC DISTANCE OF 33.94 FEET (CHORD BEARS: S 74° 19' 37" E – 31.29 FEET) TO THE END OF SAID CURVE AND THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 40.50 FEET;

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ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 155° 16' 59" FOR AN ARC DISTANCE OF 109.76 FEET (CHORD BEARS: S 36° 21' 58" E – 79.12 FEET) TO THE END OF SAID CURVE AND THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75° 56' 09" FOR AN ARC DISTANCE OF 33.13 FEET (CHORD BEARS: S 03° 18' 28" W – 30.76 FEET) TO THE END OF SAID CURVE;

S 34° 39' 36" E FOR A DISTANCE OF 51.68 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 58.80 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 51' 59" FOR AN ARC DISTANCE OF 46.43 FEET (CHORD BEARS: S 57° 35' 35" E – 45.20 FEET) TO THE END OF SAID CURVE ON THE COMMON LINE OF SAID LOT 1A AND THE REMAINDER OF A CALLED 27.80 ACRE TRACT AS DESCRIBED BY A DEED TO TRADITIONS CLUB BY MELROSE, LLC RECORDED IN VOLUME 6587, PAGE 223 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 03° 22' 28" W ALONG THE COMMON LINE OF SAID LOT 1A AND SAID REMAINDER OF 27.80 ACRE TRACT FOR A DISTANCE OF 24.18 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 1A ON THE NORTHERLY LINE OF THE REMAINDER OF A CALLED 51.87 ACRE TRACT DESCRIBED AS TRACT 6 BY A DEED TO TRADITIONS CLUB BY MELROSE, LLC RECORDED IN VOLUME 5351, PAGE 1 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 176.00 FEET;

THENCE: ALONG THE COMMON LINE OF SAID LOT 1A AND SAID REMAINDER OF 51.87 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 54' 29" FOR AN ARC DISTANCE OF 18.15 FEET (CHORD BEARS: N 76° 15' 37" W – 18.14 FEET) TO THE END OF SAID CURVE AND THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 86.00 FEET;

THENCE: THROUGH SAID LOT 1A AND THROUGH SAID PHASE SIX FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 45' 08" FOR AN ARC DISTANCE OF 53.67 FEET (CHORD BEARS: N 52° 32' 20" W – 52.81 FEET) TO THE END OF SAID CURVE;

N 34° 39' 36" W FOR A DISTANCE OF 94.33 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 35' 21" FOR AN ARC DISTANCE OF 8.11 FEET (CHORD BEARS: N 43° 57' 16" W – 8.08 FEET) TO THE END OF SAID CURVE AND THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 40.50 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 36' 10" FOR AN ARC DISTANCE OF 13.15 FEET (CHORD BEARS: N 43° 56' 39" W – 13.09 FEET) TO THE END OF SAID CURVE;

N 34° 38' 47" W FOR A DISTANCE OF 69.12 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 86.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 47' 12" FOR AN ARC DISTANCE OF 38.71 FEET (CHORD BEARS: N 47° 32' 23" W – 38.38 FEET) TO THE END OF SAID CURVE;

N 60° 25' 59" W FOR A DISTANCE OF 68.77 FEET TO THE BEGINNING OF A CLOCKWISE CURVE

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HAVING A RADIUS OF 214.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 05' 23" FOR AN ARC DISTANCE OF 30.21 FEET (CHORD BEARS: N 56° 23' 18" W – 30.19 FEET) TO THE END OF SAID CURVE;

S 58° 48' 24" W FOR A DISTANCE OF 62.92 FEET;

S 67° 12' 40" W FOR A DISTANCE OF 50.86 FEET;

S 59° 51' 01" W FOR A DISTANCE OF 48.26 FEET;

S 78° 16' 58" W FOR A DISTANCE OF 43.67 FEET TO THE EAST LINE OF CLUB DRIVE;

THENCE: N 11° 40' 09" W ALONG THE EAST LINE OF CLUB DRIVE FOR A DISTANCE OF 63.32 FEET TO E POINT OF BEGINNING CONTAINING 0.76 OF AN ACRE 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/12-051.MAB

Filed for Record in:
BRAZOS COUNTY

On: Feb 22,2012 at 03:NB

As a
Recordinss

Document Number: 01112886

Amount 88.00

Receipt Number - 431615
By:
Cynthia Rincon

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

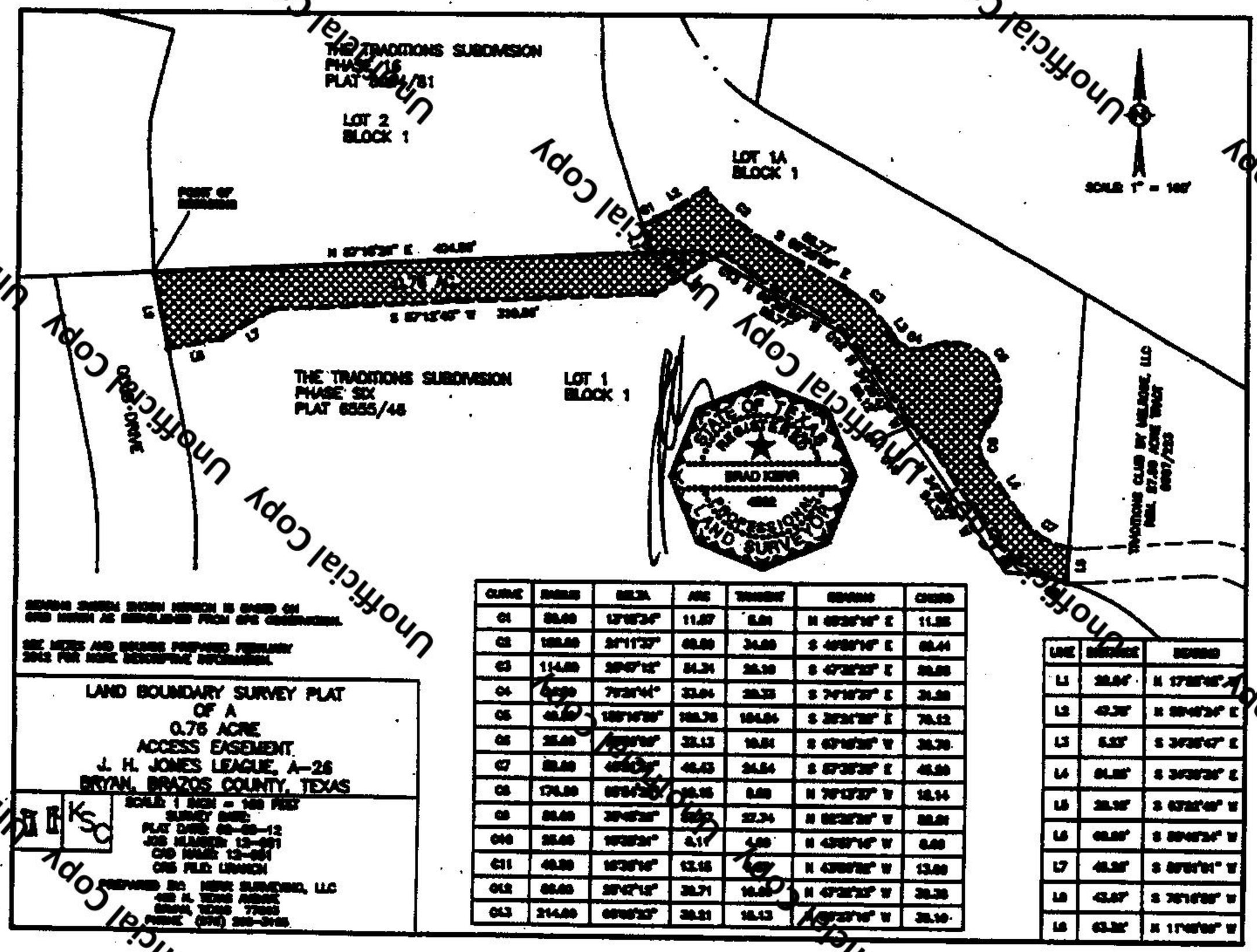
as stamped hereon by me.

Feb 22,2012

HONORABLE KAREN MCQUEEN, COUNTY CLERK
BRAZOS COUNTY

Doc Bk Vol Pg
01120916 OR 10689 269

Doc Bk Vol Pg
~~01112886 OR 10515 91~~



CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	50.00	13°06'24"	11.07	5.51	N 69°26'16" E	11.05
C2	100.00	24°11'23"	49.89	34.69	S 49°58'16" E	49.44
C3	114.89	28°47'16"	54.34	28.19	S 47°32'23" E	53.80
C4	50.00	75°26'44"	33.04	20.33	S 74°16'39" E	30.58
C5	46.89	155°14'58"	169.76	181.84	S 39°26'39" E	70.12
C6	35.00	54°59'00"	33.13	18.01	S 63°16'39" W	31.79
C7	50.00	49°59'00"	46.13	24.64	S 52°26'39" E	44.69
C8	170.00	69°54'00"	20.05	5.69	N 70°13'39" W	19.14
C9	50.00	39°46'39"	34.72	27.24	N 69°26'39" W	33.91
C10	25.00	19°39'24"	8.17	4.69	N 43°06'16" W	8.00
C11	40.00	19°39'16"	13.15	6.64	N 43°06'16" W	13.09
C12	50.00	39°47'15"	34.71	18.09	N 47°32'23" W	34.03
C13	214.89	69°46'23"	26.21	15.13	N 69°23'16" W	26.19

LINE	BEARING	DISTANCE
L1	N 17°06'16" E	26.04'
L2	N 69°46'24" E	43.39'
L3	S 34°26'47" E	5.53'
L4	S 34°26'24" E	64.66'
L5	S 63°26'46" W	26.16'
L6	S 69°46'24" W	49.66'
L7	S 69°06'01" W	49.26'
L8	S 70°16'39" W	43.67'
L9	N 17°06'16" W	63.26'

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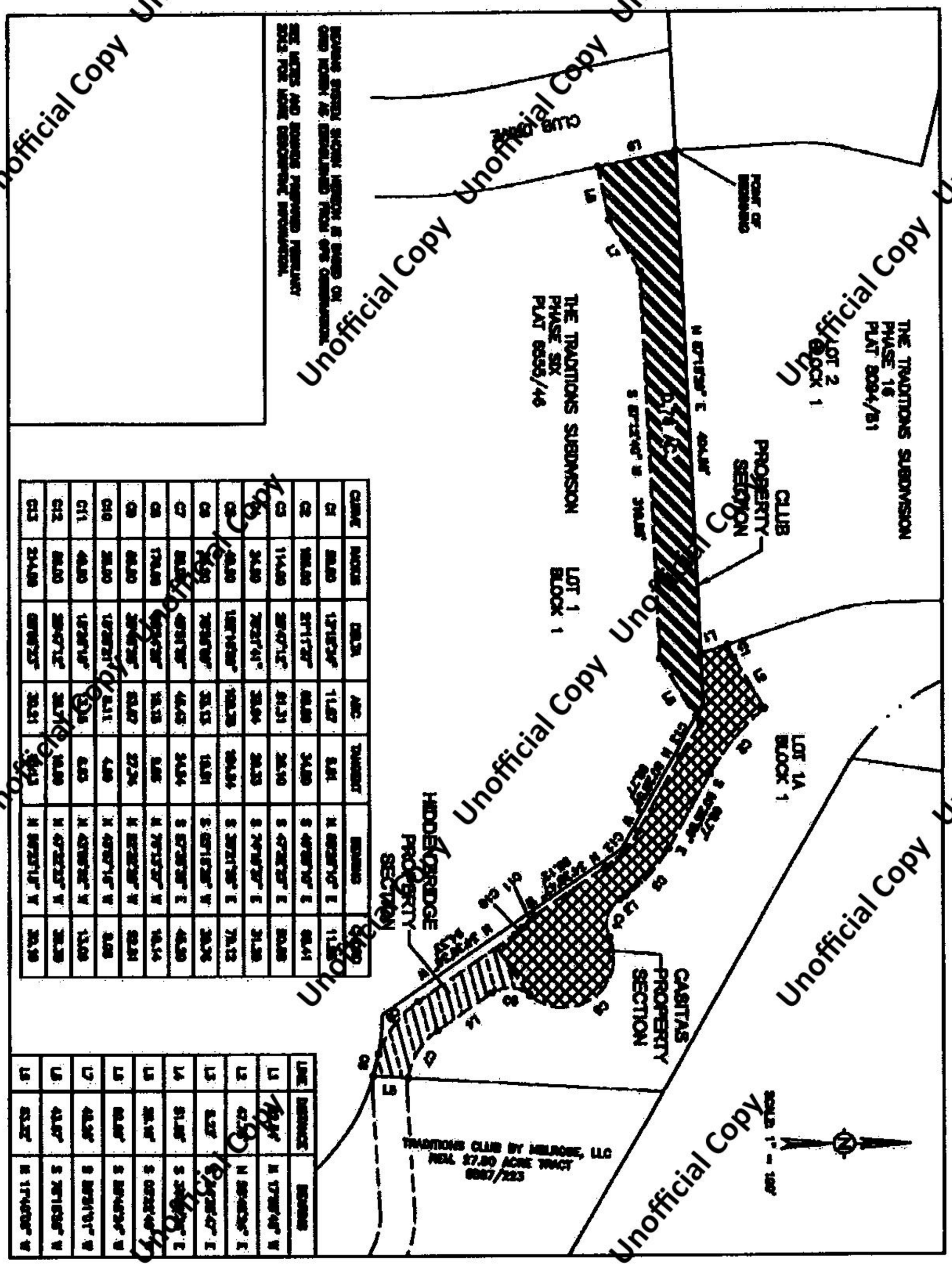
Exhibit "C"



CURVE	RADIUS	CHORD	CHORD BEARING	ARC	TANGENT	BEARING
C1	50.00	47.57	N 77°57'42" E	49.27	27.00	N 49°37'42" E
C2	100.00	97.11	S 77°57'42" W	95.73	52.00	S 49°37'42" W
C3	114.00	110.67	S 77°57'42" W	109.11	59.26	S 49°37'42" W
C4	50.00	48.54	S 77°57'42" W	46.52	25.13	S 49°37'42" W
C5	50.00	48.54	S 77°57'42" W	46.52	25.13	S 49°37'42" W
C6	50.00	48.54	S 77°57'42" W	46.52	25.13	S 49°37'42" W
C7	50.00	48.54	S 77°57'42" W	46.52	25.13	S 49°37'42" W
C8	50.00	48.54	S 77°57'42" W	46.52	25.13	S 49°37'42" W
C9	50.00	48.54	S 77°57'42" W	46.52	25.13	S 49°37'42" W
C10	50.00	48.54	S 77°57'42" W	46.52	25.13	S 49°37'42" W
C11	50.00	48.54	S 77°57'42" W	46.52	25.13	S 49°37'42" W
C12	50.00	48.54	S 77°57'42" W	46.52	25.13	S 49°37'42" W
C13	50.00	48.54	S 77°57'42" W	46.52	25.13	S 49°37'42" W

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EXHIBIT "B"

ADDITIONAL PROPERTY

METES AND BOUNDS DESCRIPTION
OF A
10.747 ACRE TRACT
J. H. JONES SURVEY, A-26
BRYAN, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL 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 87.20 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT, INC. RECORDED IN VOLUME 4023, PAGE 71 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND A PORTION 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 POINT ON THE COMMON LINE OF SAID REMAINDER OF 87.20 ACRE TRACT AND SAID 324.83 ACRE TRACT MARKING THE SOUTH CORNER OF THE REMAINDER OF A CALLED 27.80 ACRE TRACT AS DESCRIBED BY A DEED TO TRADITIONS CLUB BY MELROSE, LLC RECORDED IN VOLUME 6587, PAGE 223 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 42° 45' 02" E ALONG THE COMMON LINE OF SAID REMAINDER OF 27.80 ACRE TRACT AND SAID 324.83 ACRE TRACT FOR A DISTANCE OF 370.52 FEET;

THENCE: THROUGH SAID REMAINDER OF 87.20 ACRE TRACT FOR THE FOLLOWING CALLS:

N 21° 06' 10" W FOR A DISTANCE OF 285.43 FEET;

S 68° 53' 50" W FOR A DISTANCE OF 201.71 FEET TO A ½ INCH IRON ROD FOUND ON THE EAST LINE OF THE REMAINDER OF A CALLED 87.88 ACRE TRACT DESCRIBED AS TRACT 3 BY A DEED TO TRADITIONS CLUB BY MELROSE, LLC RECORDED IN VOLUME 5153, PAGE 1 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 90.00 FEET;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 87.20 AND SAID 87.88 ACRE TRACT FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78° 12' 22" FOR AN ARC DISTANCE OF 122.85 FEET (CHORD BEARS: N 04° 20' 58" W – 113.53 FEET) TO THE

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END OF SAID CURVE AND THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 175.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 09' 26" FOR AN ARC DISTANCE OF 134.87 FEET (CHORD BEARS: N 12° 40' 30" E – 131.56 FEET) TO THE END OF SAID CURVE;

N 09° 24' 13" W FOR A DISTANCE OF 33.83 FEET TO THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: THROUGH SAID REMAINDER OF 87.20 ACRE TRACT AND SAID 324.8 ACRE TRACT FOR THE FOLLOWING CALLS;

N 75° 38' 45" E FOR A DISTANCE OF 373.81 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 525.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 33' 37" FOR AN ARC DISTANCE OF 105.93 FEET (CHORD BEARS: S 13° 25' 00" E – 105.75 FEET) TO THE END OF SAID CURVE;

S 07° 38' 11" E FOR A DISTANCE OF 218.62 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 225.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 37' 15" FOR AN ARC DISTANCE OF 128.10 FEET (CHORD BEARS: S 23° 56' 49" E – 126.38 FEET) TO THE END OF SAID CURVE;

S 40° 15' 33" E FOR A DISTANCE OF 82.18 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 575.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 08' 10" FOR AN ARC DISTANCE OF 151.90 FEET (CHORD BEARS: S 47° 47' 39" E – 151.46 FEET) TO THE END OF SAID CURVE;

S 55° 21' 44" E FOR A DISTANCE OF 688.68 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 625.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 19' 02" FOR AN ARC DISTANCE OF 68.91 FEET (CHORD BEARS: S 52° 12' 14" E – 68.87 FEET) TO THE END OF SAID CURVE;

S 49° 02' 43" E FOR A DISTANCE OF 282.01 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 625.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 44' 38" FOR AN ARC DISTANCE OF 40.83 FEET (CHORD BEARS: S 47° 10' 24" E – 40.83 FEET) TO THE END OF SAID CURVE;

S 45° 18' 05" E FOR A DISTANCE OF 372.54 FEET TO A POINT ON THE NORTHWESTERLY LINE OF MELROSE PARKWAY, SAID POINT BEING IN A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 920.00 FEET;

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THENCE: ALONG THE NORTHWESTERLY LINE OF MELROSE PARKWAY AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 11' 43" FOR AN ARC DISTANCE OF 51.31 FEET (CHORD BEARS: S 57° 37' 11" W – 51.30 FEET) TO THE END OF SAID CURVE;

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

N 45° 18' 05" W FOR A DISTANCE OF 261.07 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 575.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 44' 38" FOR AN ARC DISTANCE OF 37.57 FEET (CHORD BEARS: N 47° 10' 24" W – 37.56 FEET) TO THE END OF SAID CURVE;

N 49° 02' 43" W FOR A DISTANCE OF 282.01 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 575.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 19' 02" FOR AN ARC DISTANCE OF 63.40 FEET (CHORD BEARS: N 52° 12' 14" W – 63.36 FEET TO THE END OF SAID CURVE;

N 55° 21' 44" W FOR A DISTANCE OF 625.27 FEET;

S 29° 38' 50" W FOR A DISTANCE OF 464.85 FEET;

S 73° 27' 36" W FOR A DISTANCE OF 156.75 FEET;

N 41° 46' 39" W FOR A DISTANCE OF 206.51 FEET;

N 39° 27' 39" W FOR A DISTANCE OF 178.68 FEET TO THE **POINT OF BEGINNING** CONTAINING 10.747 ACRES OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

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EXHIBIT "C"

PLANS AND PLAT

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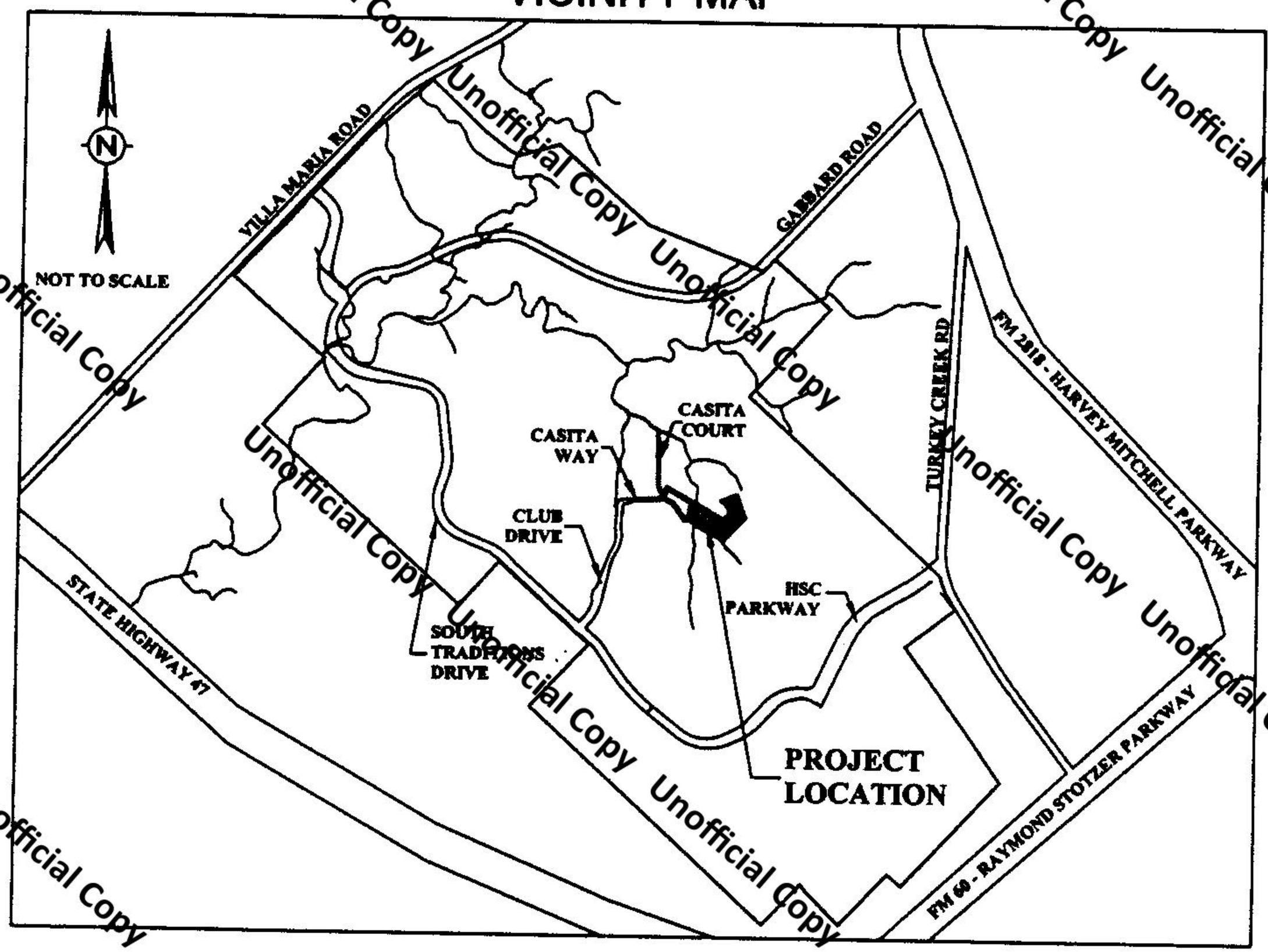
VICINITY MAP



HIDDEN BRIDGE CONDOS - BUILDINGS 1, 2, & 3

VICINITY MAP

STATE OF TEXAS
JOSEPH P. SCHULTZ
65681
PROFESSIONAL ENGINEER
1-27-12
FIRM # 12327
SCHULTZ ENGINEERING, LLC

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JOSEPH P. SCHULTZ, P.E., LICENSE NO. 65681 ON APRIL 23 2012.

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TRADITIONS CLUB BY MELROSE, LLC
87.88 ACRE TRACT, TRACT 3
VOL. 5153, PG. 1

BRYAN COMMERCE AND DEVELOPMENT, INC.
REMO 87.20 ACRE TRACT
TRACT 1
VOL. 4023, PG. 71

P.U.E. WIDTH VARIES 8084/81

20' GOLF CART EASEMENT 8084/81

20' P.U.E. 8084/81

15' P.U.E. 8084/81

EXISTING SEWER LINE

EXISTING CART PATH BRIDGE

S60° 25' 28"E - 670.07'

CART PATH

20' P.U.E. FOR EXISTING SEWER LINE

10' CART PATH EASEMENT

5' CART PATH EASEMENT

L3

L2

L4

15' P.U.E. 8555/46

LOT 68
BLOCK
5.183 AC.
PHASE 16

N84° 08' 47"W - 232.75'

N03° 22' 28"E - 232.30'

PRIVATE ACCESS & UTILITY EASEMENT VOL. 10545, PG. 74

15' PRIVATE DRAINAGE EASEMENT 8084/81

15' PRIVATE DRAINAGE EASEMENT VOL. 7406 PG. 143

20' IRRIGATION EASEMENT

CONDO BLDG 1 (NEED NOT BE BUILT)

CONDO BLDG 3 (NEED NOT BE BUILT)

CONDO BLDG 2 (MUST BE BUILT)

PRIVATE ACCESS & UTILITY EASEMENT

S21° 06' 10"E - 285.43'

C1

C2

C3

25' P.U.E.

15' P.U.E.

10' P.U.E.

N/F
TRADITIONS CLUB BRYAN, LLC.
VOL. 9444
PG. 52

N60° 50' 35"W - 372.32'

3.94 ACRES

S42° 45' 02"W - 370.52'

BRYAN COMMERCE AND DEVELOPMENT, INC.
324.83 AC. TRACT
VOL. 4023, PG. 91

HIDDEN BRIDGE
CONDOS -
BUILDINGS 1, 2, & 3
PLAT & PLAN

SCALE: 1"=100'

STATE OF GEORGIA
JOSEPH P. SCHULTZ
65888
PROFESSIONAL ENGINEER

4-24-12

FIRM # 12327
SCHULTZ ENGINEERING, LLC

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JOSEPH P. SCHULTZ, P.E., LICENSE NO. 65888 ON APRIL 23 2012.

Line Table

LINE #	LENGTH	DIRECTION
L1	126.986	S20° 46' 42.86"W
L2	109.271	N43° 29' 39.15"W
L3	201.712	N68° 53' 49.56"E
L4	134.130	N80° 25' 59.00"W

Curve Table

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	13.37	175.00	004°22'37"	6.69'	13.37'	S58° 14' 41"E
C2	214.35	75.00	163°44'55"	525.29'	148.49'	N38° 01' 02"E
C3	133.74	176.00	043°32'24"	70.29'	130.55'	N67° 44' 28"W

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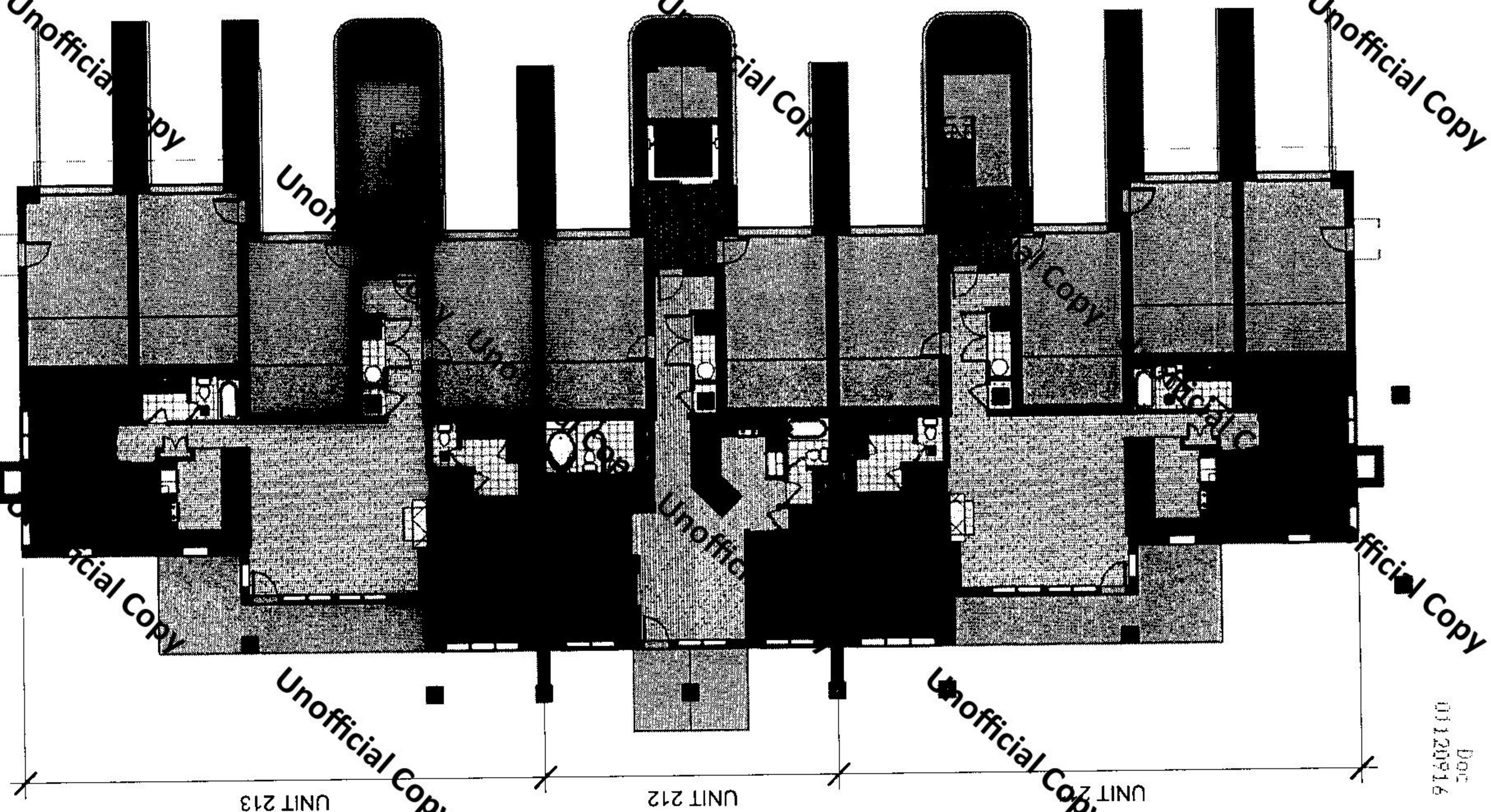
04/20/12

HIDDEN BRIDGE CONDOS @ TRADITIONS CLUB

BUILDING 2, LEVEL 1

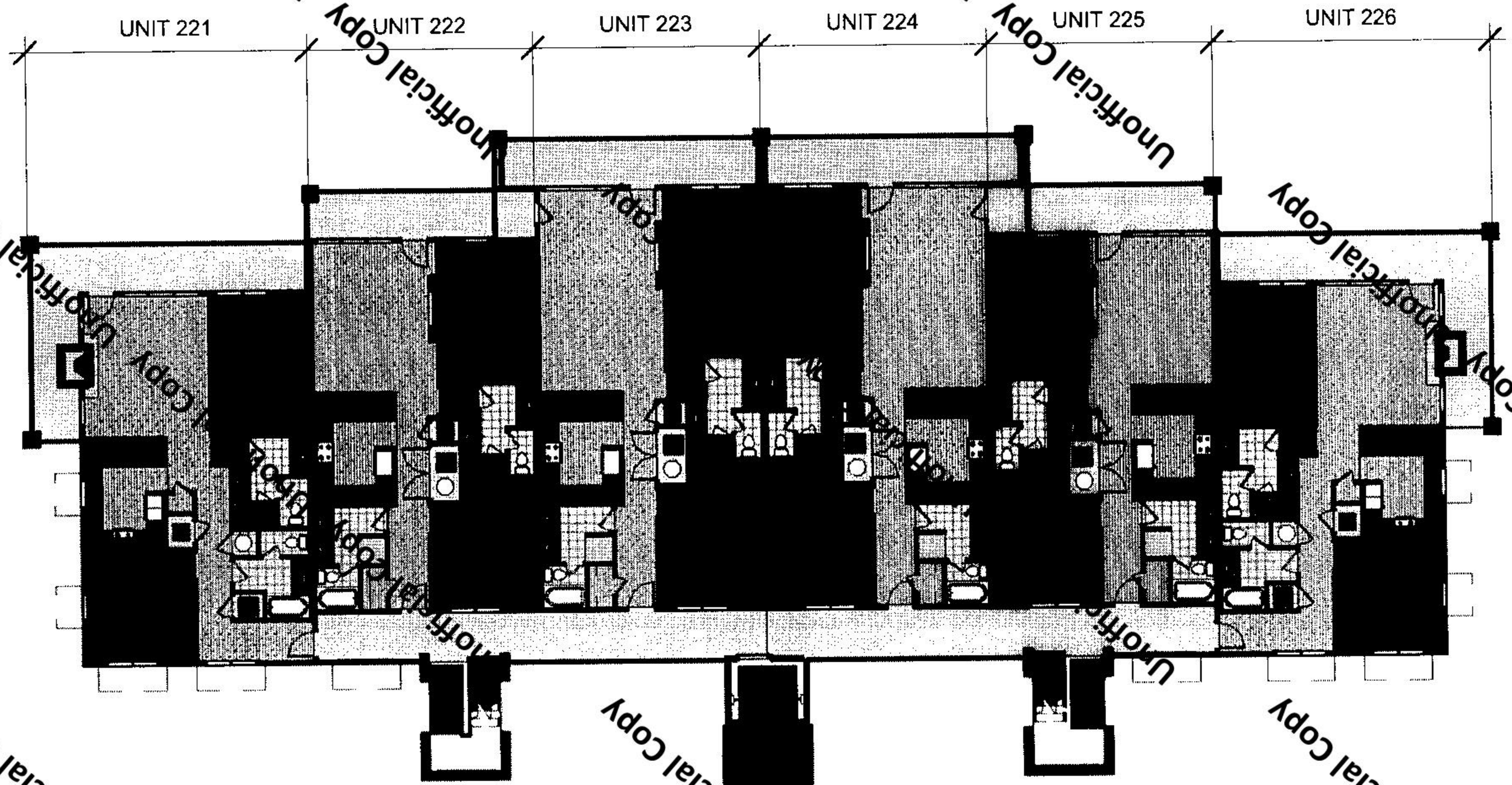


1 LEVEL 1 PLAN, BUILDING 2
1" = 20'-0"

JSA
JIM SKELTON & ASSOCIATES
1711 CAVITT AVENUE
BRYAN, TEXAS 77801
OFFICE: (979)779-5757
MOBILE: (979)255-5700
FAX: (979)779-5701
EMAIL: jim@jsarchitects.com

Doc Bk Vol Pg
00120916 OR 10629 277

Doc 011209916 Bk OR Vol 10689 Pg 279



1 LEVEL 2 - PLAN, BUILDING 2
1" = 20'-0"

JSA
JW SINGLETON ARCHITECTS
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HIDDEN BRIDGE CONDOS
TRADITIONS CLUB

BUILDING 2, LEVEL 2

04/20/12

2

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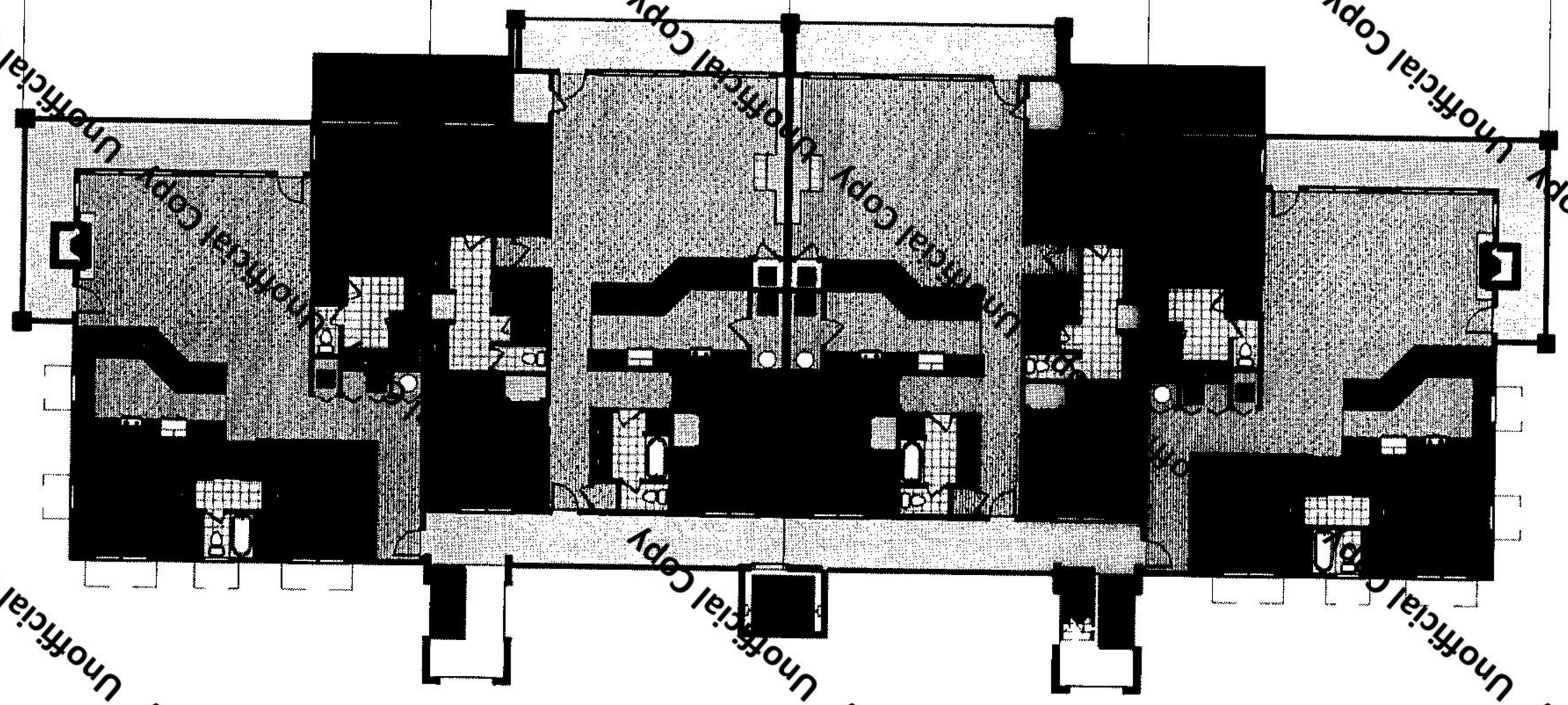
UNIT 231 UNIT 232 UNIT 233 UNIT 234



1 LEVEL 3 - PLAN, BUILDING 2
1" = 20'-0"

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TRADITIONS CLUB

BUILDING 2, LEVEL 3

04/20/12

3

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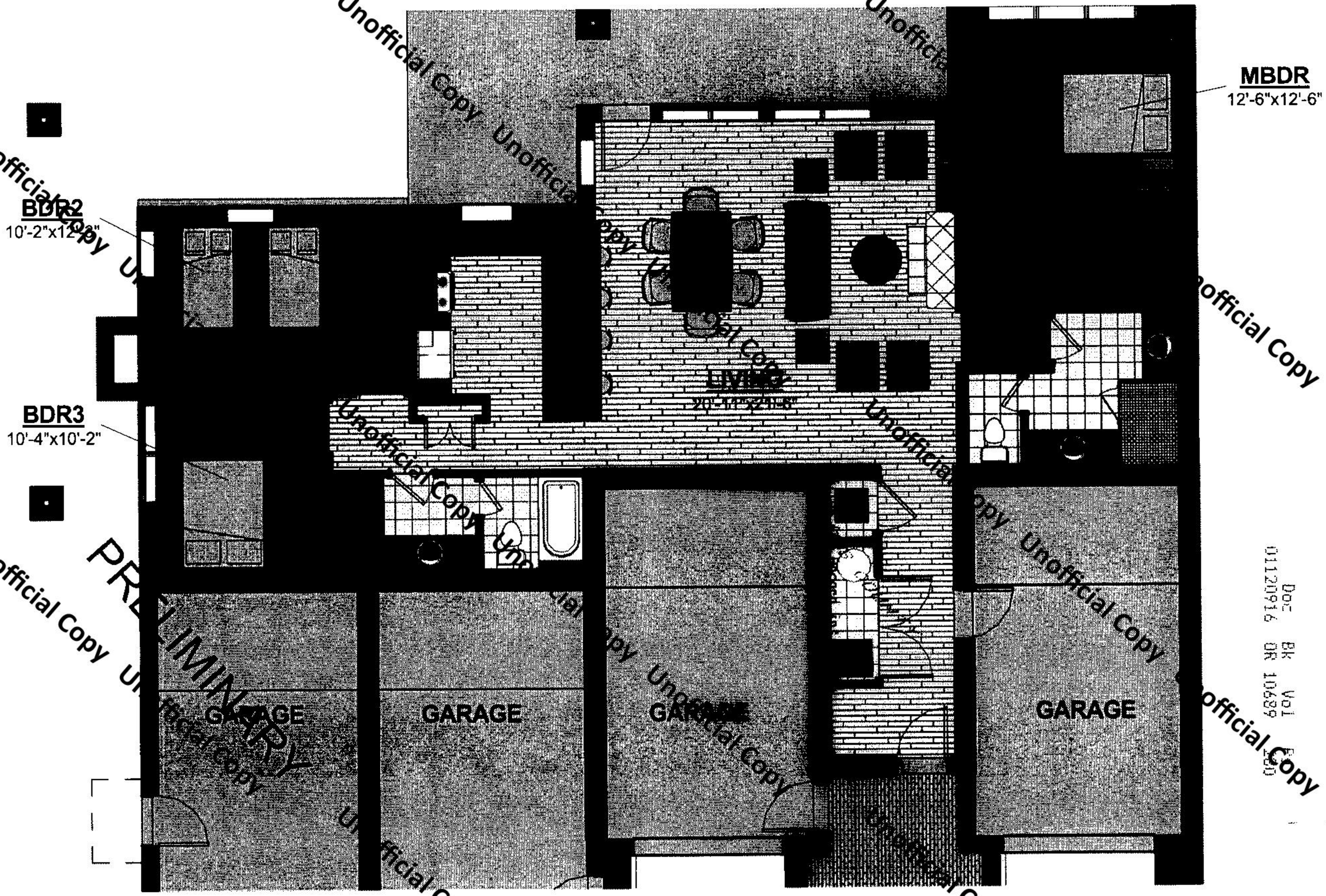

1 1A
1/8" = 1'-0"

P-1A

ISSUE DATE
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Bryan, Texas

PLAN 1A

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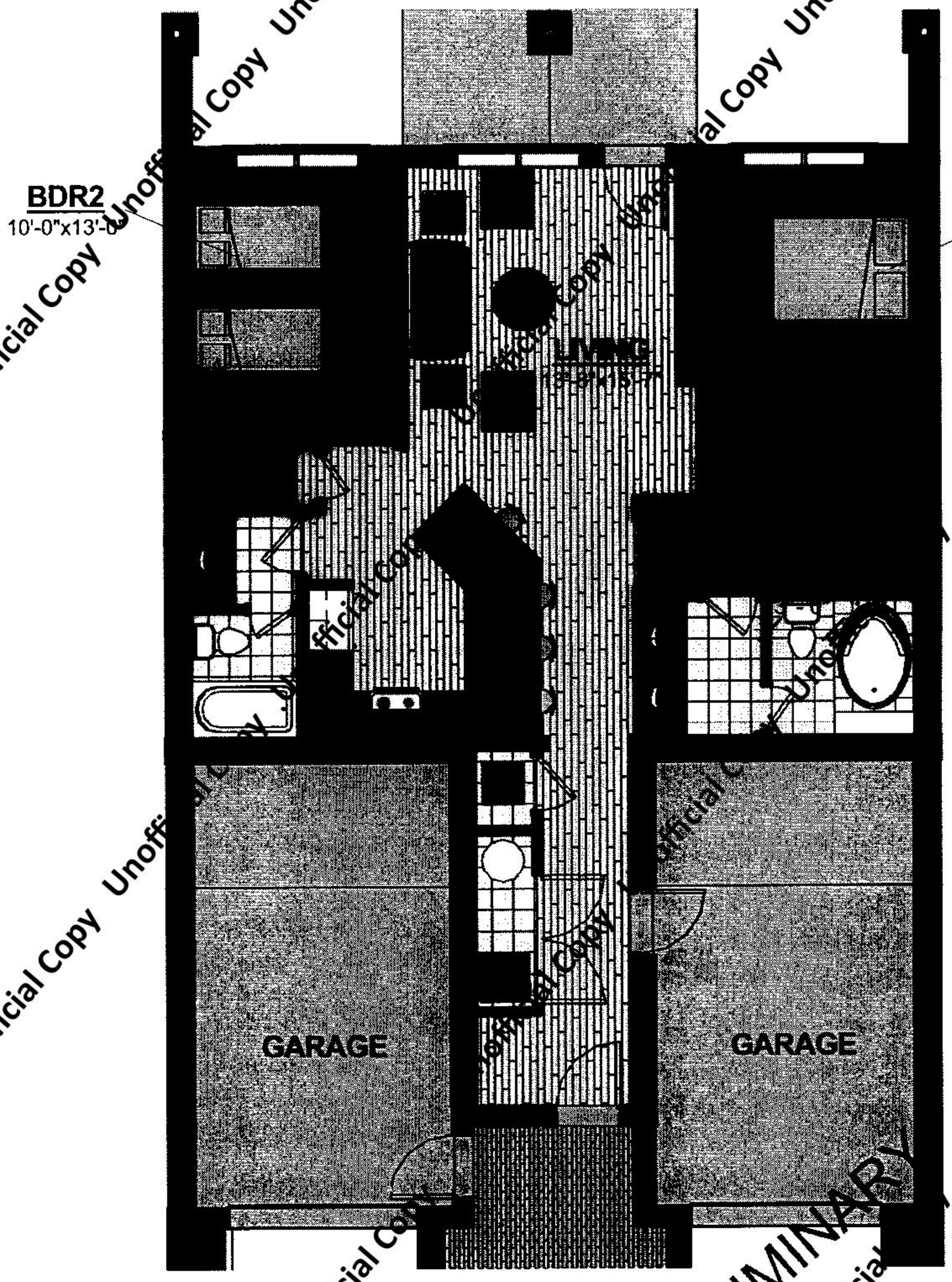
Doc 01120916 Bk OR 1889 Pg 281



1 1B
1/8" = 1'-0"

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Bryan, Texas
PLAN 1B

ISSUE DATE
2012.12.29

P-1B

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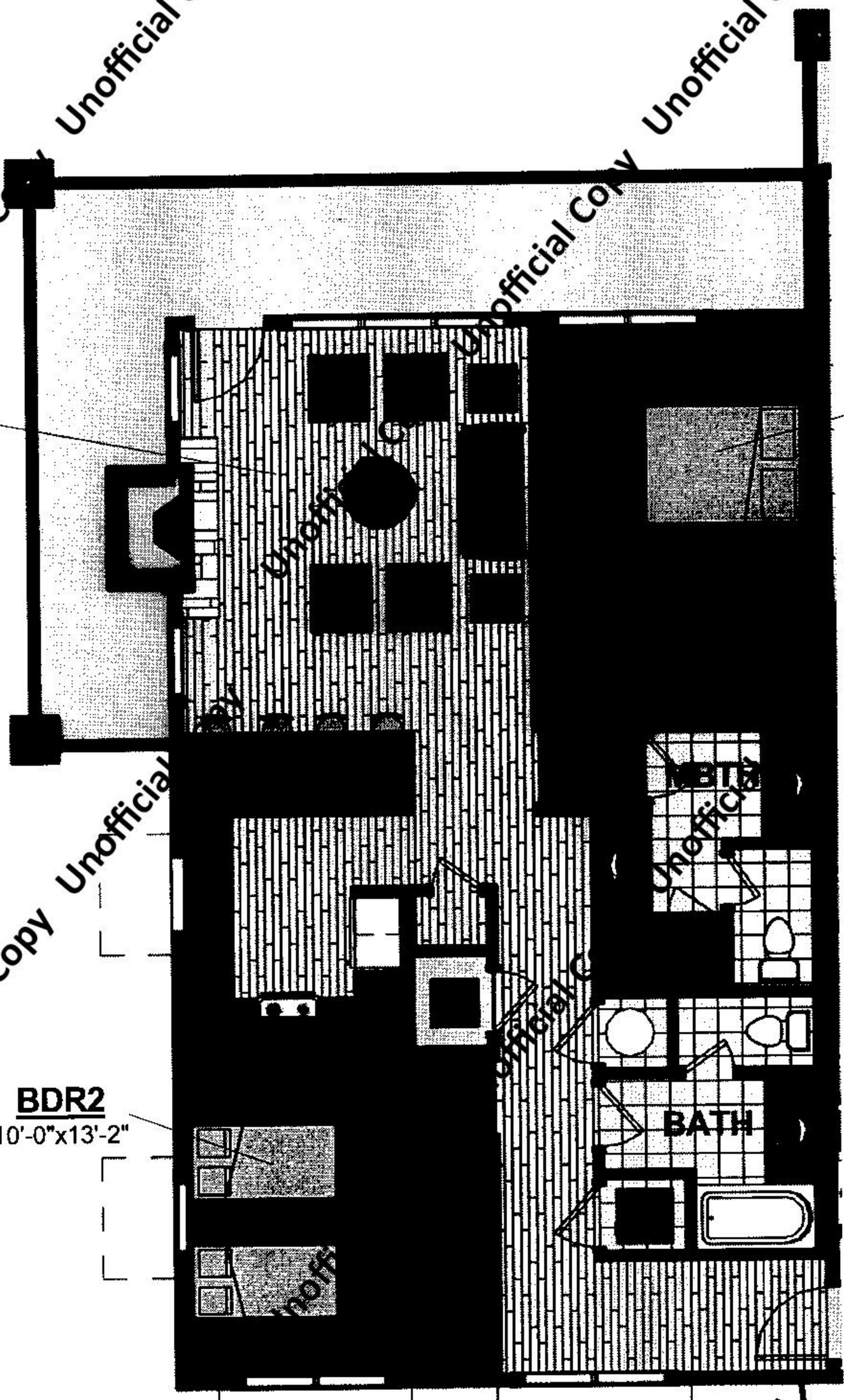

1 2A
1/8" = 1'-0"

PRELIMINARY

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Bryan, Texas
PLAN 2A

ISSUED DATE
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P-2A

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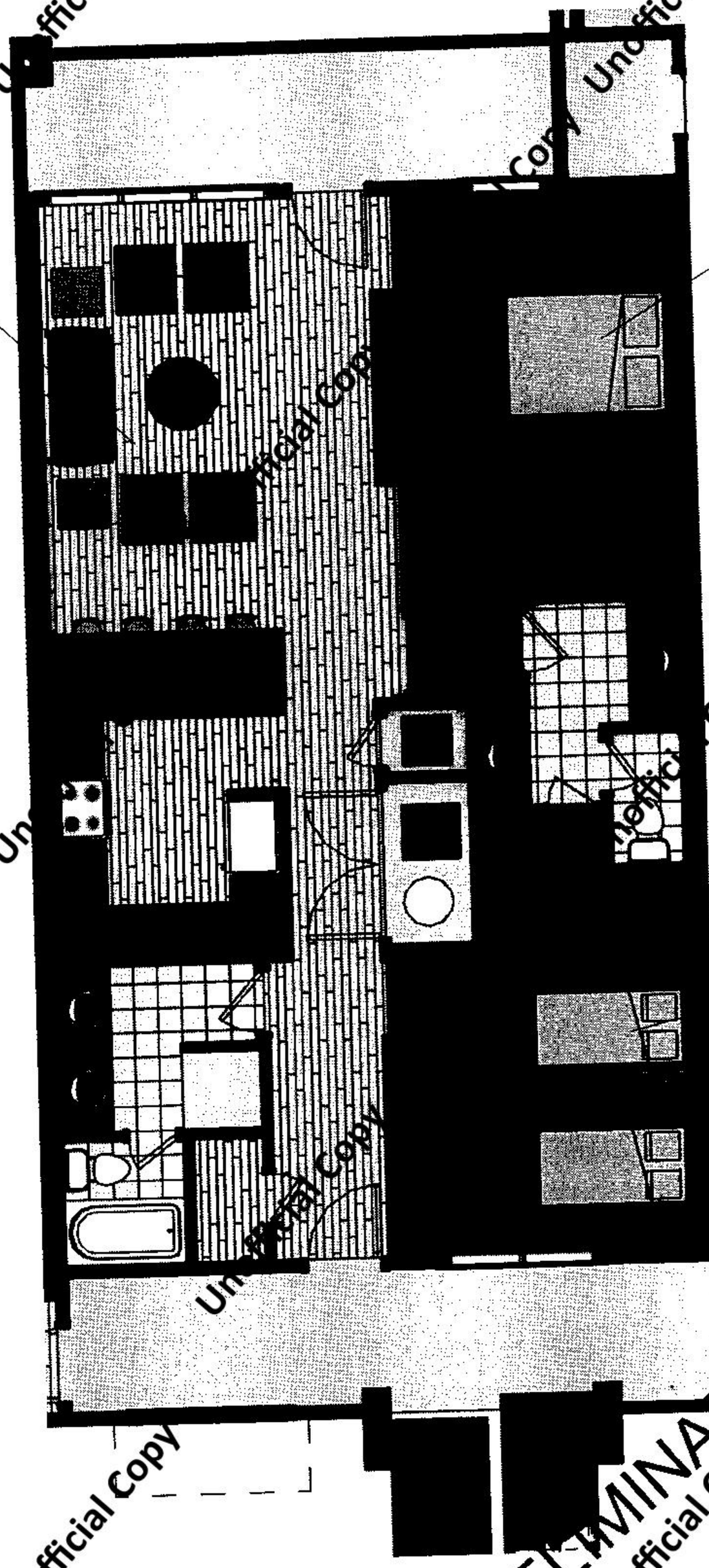

1 2B
1/8" = 1'-0"

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PLAN 2B

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P-2B

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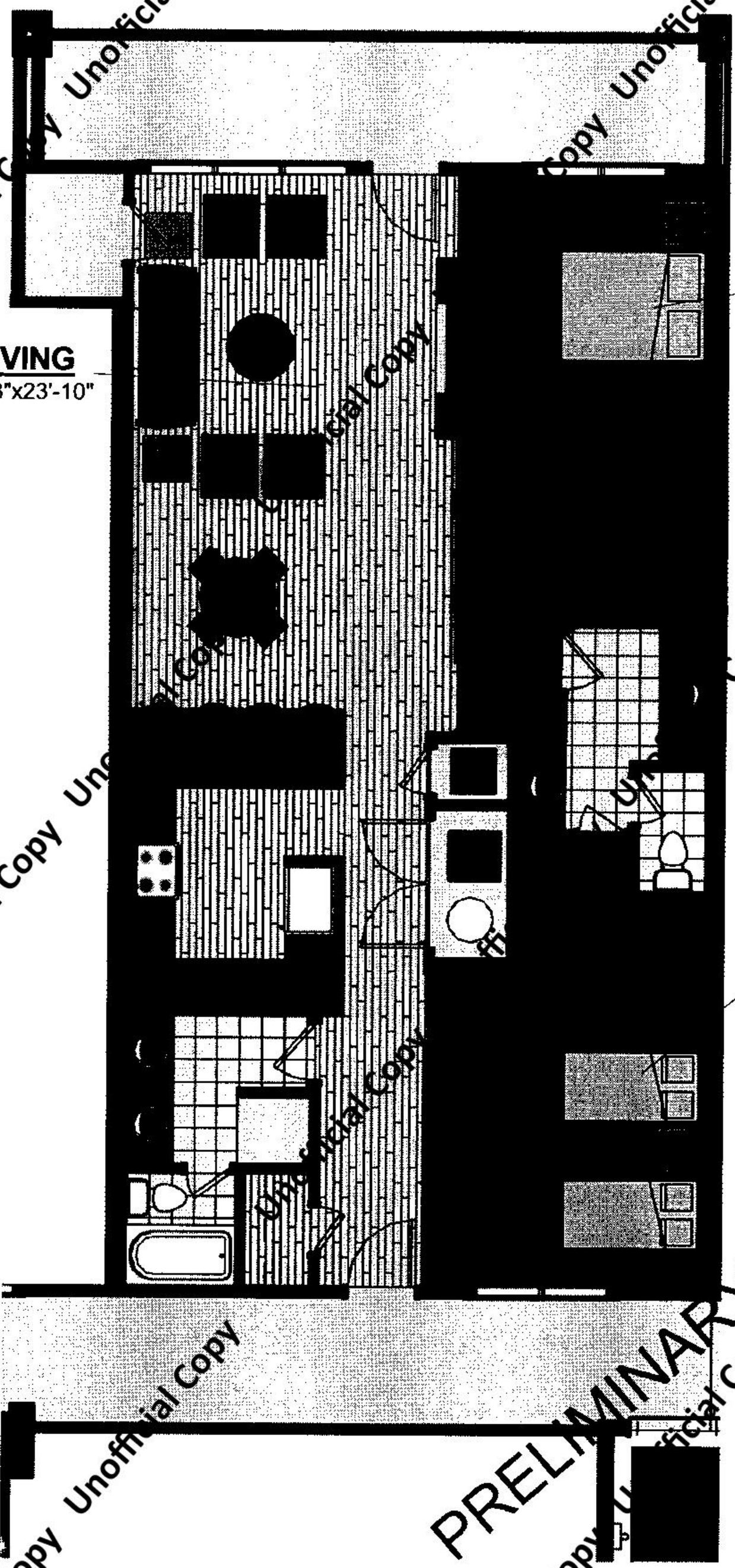

1 2D
1/8" = 1'-0"

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PLAN 2C

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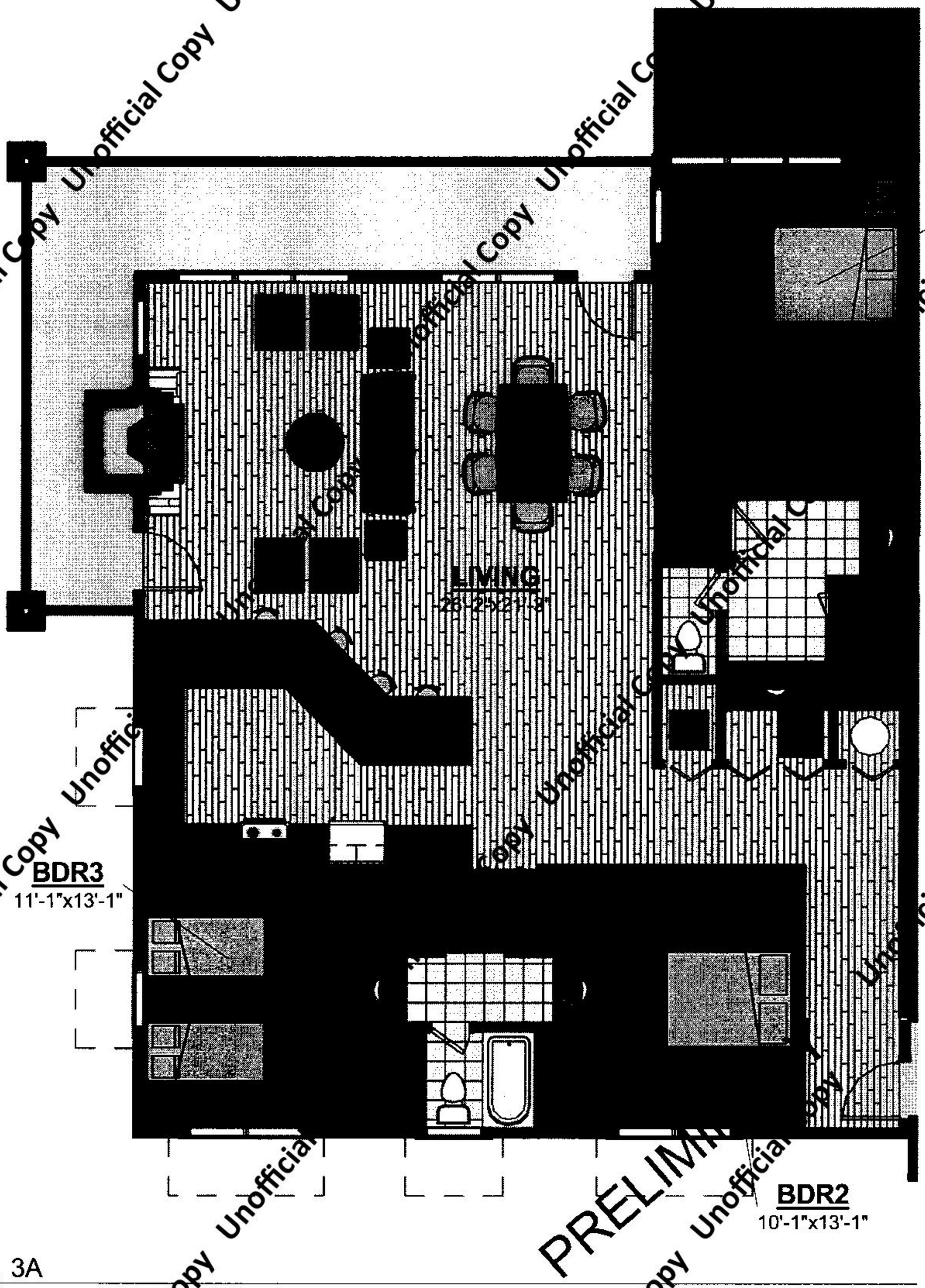

1 3A
1/8" = 1'-0"

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PLAN 3A

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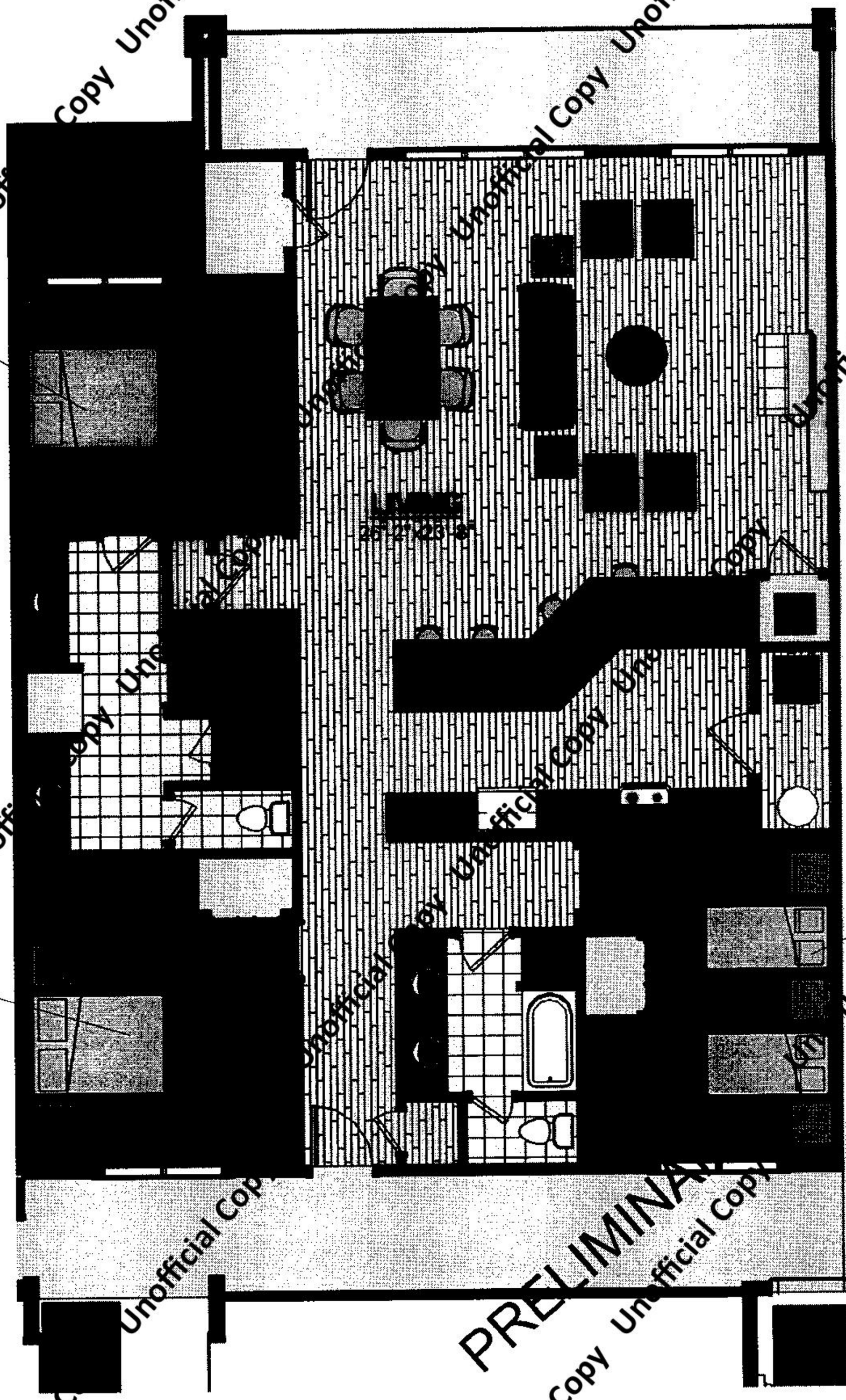

1 3B
1/8" = 1'-0"

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PLAN 3B

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