



Brazos County, Texas

**First Amendment
to
Declaration of Condominium
for
Hidden Bridge Condominium**

AFTER RECORDING, RETURN TO:

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

**FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR HIDDEN BRIDGE CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HIDDEN BRIDGE CONDOMINIUM ("Amendment") is made this 31st day of January, 2013, by KW TAP Condominiums, LLC, a Texas limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration of Condominium for Hidden Bridge Condominium on May 23, 2012, in the Official Records of Brazos County, Texas, at Volume 10689, Page 207; (as amended now or in the future, the "Declaration");

WHEREAS, the Declaration identifies and defines Declarant as KW TAP Condominiums, LLC;

WHEREAS, all capitalized terms used herein that are not otherwise defined shall have the meaning given those words in the Declaration;

WHEREAS, the Declarant desires to amend the Declaration for the purpose of more particularly setting forth provisions applicable to a Mortgagee in Paragraph 2.08 of the Declaration;

WHEREAS, Chapter 207 of the Texas Property Code was amended to add certain provisions to Section 207.003 regarding delivery of subdivision information to the owners, effective January 1, 2012;

WHEREAS, the Declarant desires to amend the Declaration for the purpose of compliance with the revised Section 207.003; and

WHEREAS, pursuant to Section 18.01 of the Declaration, this amendment to the Declaration does not require the consent of any Person other than Declarant.

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

1. **Section 2.08 of the Declaration is hereby amended and restated to read as follows:**

"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. Notwithstanding anything to the contrary in this Declaration, no right of first refusal granted herein may adversely impact the rights of a Mortgagee to: (i) foreclose or take title to a Unit pursuant to the remedies in the mortgage of such Unit; (ii) accept a deed or assignment in lieu of foreclosure in the event of default by an Owner; or (iii) sell or lease a Unit acquired by the Mortgagee or its assignee. In addition to all other requirements set forth herein, the Mortgagee and any guarantor of a mortgage on any Unit shall be provided with timely written notice of: (i) any condemnation or casualty loss that affects either a material portion of the Condominium or a Unit securing such mortgage; (ii) any sixty (60) day delinquency in the payment of Assessments or charges owed by an Owner of any Unit on which it holds a mortgage; (iii) a lapse, cancellation or material modification of any insurance policy

maintained by the Association; or (iv) any proposed action that requires the consent of a specified percentage of Mortgagees. In the event a Mortgagee takes title to a Unit pursuant to the remedies in the applicable mortgage or through foreclosure, such Mortgagee shall be liable for no more than six (6) months of the unpaid Assessments against such Unit which have accrued prior to the acquisition of the Unit by the Mortgagee; provided, that if the Association's lien priority includes the costs of collecting unpaid Assessments, the Mortgagee shall be liable for such fees or costs related to the collection of unpaid Assessments."

2. **Section 21.11 of the Declaration is hereby amended and restated to read as follows:**

"In accordance with Texas Property Code Section 207.003, not later than the tenth (10th) business day after the date a written request for condominium information is received from an Owner or the Owner's agent, a purchaser of property in a subdivision or the purchaser's agent, or a title insurance company or its agent acting on behalf of an Owner or purchaser, and the evidence of the requestor's authority to order a resale certificate under Section 207.003(a-1) of the Texas Property Code is received and verified, the Condominium Association shall deliver to the Owner or the Owner's agent, the purchaser or the purchaser's agent, or the 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; and

(c) A resale certificate prepared not earlier than the sixtieth (60th) day before the certificate is delivered 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."

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

[Signature Page Follows]

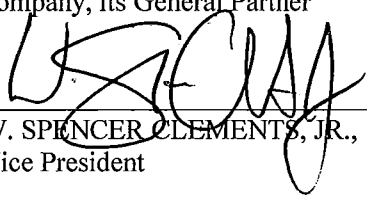
IN WITNESS WHEREOF, duly authorized officers of the undersigned Declarant have executed this Amendment under seal, this 31st day of January, 2013.

DECLARANT:

KW TAP CONDOMINIUMS, LLC, a Texas limited liability company

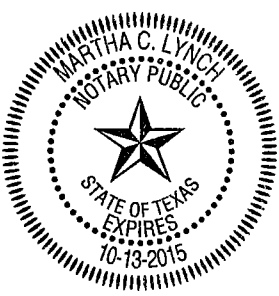
By: TRADITIONS ACQUISITION PARTNERSHIP, L.P., a Texas limited partnership, its General Partner

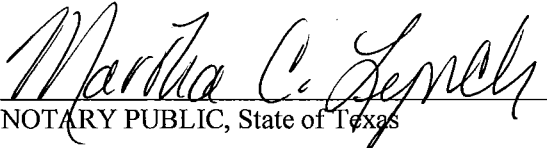
By: TRADITIONS ACQUISITION PARTNERSHIP GP, LLC, a Texas limited liability company, its General Partner

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

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 31st day of January, 2013, by W. Spencer Clements, Jr., Vice President of Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, the general partner of TRADITIONS ACQUISITION PARTNERSHIP, L.P., a Texas limited partnership, the general partner of KW TAP CONDOMINIUMS, LLC, a Texas limited liability company, acting for and on behalf of said limited liability company.




NOTARY PUBLIC, State of Texas

Filed for Record in:
BRAZOS COUNTY
On: Feb 01, 2013 at 09:29A
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NO LABEL RECORDING
Document Number: 01144885
Amount 28.00
Receipt Number - 460376
By:
Kala Brummer
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 01, 2013
Karen McQueen, Brazos County Clerk
BRAZOS COUNTY