



Brazos County, Texas

**Second 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

Hidden Bridge Second Amendment

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

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HIDDEN BRIDGE CONDOMINIUM ("Amendment") is made this 20th day of March, 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 by First Amendment to Declaration of Condominium for Hidden Bridge Condominium on January 31, 2013, in the Official Records of Brazos County, Texas, at Volume 11138, Page 175; (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 maintenance and insurance responsibilities found within the Declaration, and such other matters as described herein; 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 1.01(s) of the Declaration is hereby amended and restated to read as follows:

“Golf Club Owner” shall mean Traditions Club Bryan, LLC, a Texas limited liability company, or any successor-in-title to the Golf Club Property.”

2. Section 9.01(a) of the Declaration is hereby amended and restated to read as follows:

“(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, unless otherwise maintained or repaired pursuant to the insurance provided under Section 10.01 hereof, 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, as well as all appliances and decorative fixtures therein.”

3. Section 9.02(a) of the Declaration is hereby amended by adding a sentence immediately after the first sentence of such Section to read as follows:

“Notwithstanding the foregoing, to the extent the Association has received insurance proceeds for any event described in this Section, the Association shall apply such proceeds to any repair or restoration of any such loss or damage, and any additional required funds for such repair or restoration, including the

amount of any deductible, shall be paid as a Common Expense or collected through a Special Assessment pursuant to Section 10.07 if necessary.”

4. **Section 10.02 of the Declaration is hereby amended and restated to read as follows:**

“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, as well as all non-structural interior walls and doors within or affording access to the Unit, as well as all appliances and decorative fixtures therein. 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.”

5. **Section 10.07 of the Declaration is hereby amended and restated to read as follows:**

“10.07 **Special Assessments.** If the insurance proceeds, if any, for such damage or destruction of any Common Elements as described in Section 10.06 or any Unit(s) (including Limited Common Elements) as described in Section 10.08 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.”

6. **Section 14.04(b) of the Declaration is hereby amended and restated to read as follows:**

“(b) charges for common services for the Units and Owners, including trash collection, basic cable television, internet, telephone, water, sewage, gas and pest control;”

7. **The first sentence of Section 16.05(b) of the Declaration is hereby amended to read as follows:**

“(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 and the Managing Agent, 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.”

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

[Signature Page Follows]

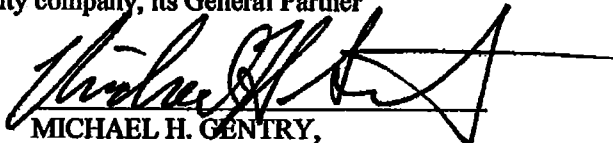
IN WITNESS WHEREOF, duly authorized officers of the undersigned Declarant have executed this Amendment under seal, this 20th day of March, 2013.

DECLARANT:

KW TAP CONDOMINIUMS, LLC, a Texas limited liability company

By: TRADITIONS ACQUISITION PARTNERSHIP, L.P., a Texas limited partnership, its Managing Member

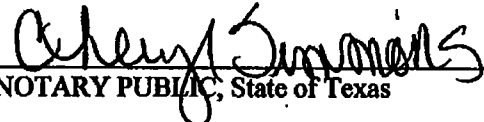
By: TRADITIONS ACQUISITION PARTNERSHIP GP, LLC, a Texas limited liability company, its General Partner

By: 
MICHAEL H. GENTRY,
Authorized Person

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 20th day of March, 2013, by Michael H. Gentry, Authorized Person for Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, the general partner of Traditions Acquisition Partnership, L.P., a Texas limited partnership, a managing member 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: Mar 20, 2013 at 03:10P

As of
NO LABEL RECORDING

Document Number: 01149441

Amount: 28.00

Receipt Number - 445085

By:
Kala Brunner

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.

Mar 20, 2013

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY