

BILL & RETURN TO: S
BRAZOS COUNTY ABSTRACT COMPANY
GF# B1474 MC

Doc 84 Vol Pg
01114504 DR 10374 113

**FIRST AMENDMENT TO
DECLARATION OF SUPPLEMENTAL EASEMENTS,
COVENANTS AND RESTRICTIONS**

This First Amendment to Declaration of Supplemental Easements, Covenants and Restrictions (this "First Amendment") is made effective the 12th day of March, 2012 by **COLLEGE STATION MARKETPLACE, LP**, a Texas limited partnership ("Developer"), and **CSMP PHASE 3/LOT 28, LLC**, a Texas limited liability company ("Lot 28 Owner").

RECITALS:

WHEREAS, Developer entered that Declaration of Supplemental Easements, Covenants and Restrictions dated February 16, 2011, and which was recorded in Volume 10036, Page 24 in the Official Records of Brazos County, Texas (the "Supplemental REA");

WHEREAS, Developer desires to modify certain restrictions relating to Lot 7, Block 3, Phase 11A, Tower Point Subdivision, according to plat recorded in Volume 10076, Page 73, Official Public Records, Brazos County, Texas ("Lot 7");

NOW, THEREFORE, Developer and Lot 28 Owner hereby declare, adopt, grant, and establish the following modifications to the Supplemental REA as more fully set forth in this First Amendment.

1. The foregoing recitals are incorporated into this First Amendment as if fully set forth herein. All capitalized terms used in this First Amendment not otherwise defined herein shall have the same definitions and meanings as set forth in the Supplemental REA.
2. The following definition is added to Section 1.1 of the Supplemental REA:

"Lot 7": Lot 7, Block 3, Phase 11A, Tower Point Subdivision, according to plat recorded in Volume 10076, Page 73, Official Public Records, Brazos County, Texas.
3. The following is added as Section 3.6(g) of the Supplemental REA:

(g) Notwithstanding anything to the contrary in this Supplemental REA, the Lot 7 Share (as defined below) shall be the obligation of the Owners (shared pro rata according to square footage) of Lots B4 and B5 shown on Exhibit C, page 2 of the REA, as amended. For purposes of this section, "Lot 7 Share" shall mean the Owner's Pro Rata Share of Common Area Charges that would be attributable to Lot 7 if calculated as described in Section 1.1 and absent application of Section 3.13 below.
4. The following is added as Section 3.13 of the Supplemental REA:

Section 3.13. Lot 7 Special Provisions. Notwithstanding anything to the contrary in this Supplemental REA, Lot 7 will not be subject to Sections 3.6, 3.7, 3.8, 3.9 and 3.10 of this Supplemental REA. Further, Developer agrees that Lot 7 will not be subject to the any of the reimbursement obligations set forth in

Section 5.1(a) of the Declaration of Easements, Covenants, Conditions and Restrictions recorded at Volume 9530, Page 98, Official Public Records of Brazos County, Texas.

5. Except as otherwise specifically set forth in this First Amendment, the Supplemental REA shall remain in full force and effect. If there shall be any inconsistency between the Supplemental REA and the First Amendment, the terms of this First Amendment shall control. Upon execution and recordation of this First Amendment the Supplemental REA and First Amendment shall thereafter be referred to collectively as the Supplemental REA.

6. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned individually as fully and completely as if all had signed one instrument.

7. This First Amendment has been executed by the parties on the date of the taking of their acknowledgment, but the effective date of this First Amendment shall be deemed to be March 12, 2012 for all purposes and it shall be effective as of that date.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

[signatures on following page]

Filed for Record in:
BRAZOS COUNTY

On: Mar 13, 2012 at 03:47P

As A
PUBLIC RECORDS

Document Number: 0114364

Amount: 40.00

Account Number: 53314

By:
Victor G. Clark

STATE OF TEXAS

COUNTY OF BRAZOS

I hereby certify that this instrument was filed on the date and time stamped hereon or as otherwise provided in the volume and page of the Official Public Records of:

BRAZOS COUNTY

as shown hereon by me,

Mar 13, 2012

ANDREW L. KAMON, CLERK, COUNTY CLERK
BRAZOS COUNTY

COLLEGE STATION MARKETPLACE, LP,
A Texas limited partnership

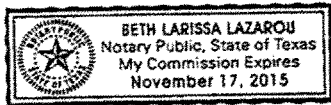
By: College Station Marketplace GP, LLC,
a Texas limited liability company, as General Partner

By: [Signature]
Name: Andy Weiner
Title: President

STATE OF TEXAS §
 §
COUNTY OF Harris §

Before me on this day personally appeared Andy Weiner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as President of College Station Marketplace GP, LLC, a Texas limited liability company, the general partner of COLLEGE STATION MARKETPLACE, LP for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand this 15th day of January, 2012.



[Signature]
Notary Public in and for the State of Texas

Beth Lazarou
Printed Name of Notary
My Commission Expires:

[signatures continue on following page]

201 81 451 73
01143674 SR 10574 116

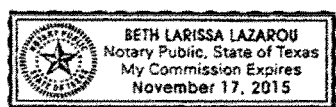
CSMP PHASE 3/LOT 28, LLC
a Texas limited liability company

By: [Signature]
Name: Andy Weiner
Title: President

STATE OF TEXAS §
 §
COUNTY OF Harris §

Before me on this day personally appeared Andy Weiner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as President of CSMP PHASE 3/LOT 28, LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand this 15th day of January, 2012.



[Signature]
Notary Public in and for the State of Texas

BETH LAZAROU
Printed Name of Notary
My Commission Expires:

[signatures continue on following page]

CONSENT AND SUBORDINATION OF LIENHOLDER

Lienholder, as the holder of the lien on a portion of the Development, consents to the foregoing First Amendment to Declaration of Supplemental Easements, Covenants and Restrictions, and the covenants, conditions, restrictions and easements contained therein, and Lienholder hereby subordinates its lien to the rights and interests of the Declaration of Supplemental Easements, Covenants and Restrictions as amended by such First Amendment, such that a foreclosure of the lien shall not extinguish the covenants, conditions, restrictions and easements contained in the Declaration of Supplemental Easements, Covenants and Restrictions as amended by such First Amendment.

FIRST VICTORIA NATIONAL BANK

By: [Signature]
Name: Timothy C. Jones
Title: E.V.P.

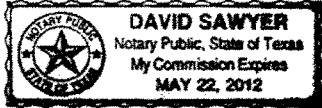
STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Before me on this day personally appeared Tim Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as EVP of FIRST VICTORIA NATIONAL BANK for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand this 27 day of September, 2012.

[Signature]
Notary Public in and for the State of Texas

David Sawyer
Printed Name of Notary
My Commission Expires: 5/22/2012



CONSENT AND SUBORDINATION OF LIENHOLDER

Lienholder, as the holder of the lien on a portion of the Development, consents to the foregoing First Amendment to Declaration of Supplemental Easements, Covenants and Restrictions, and the covenants, conditions, restrictions and easements contained therein, and Lienholder hereby subordinates its lien to the rights and interests of the Declaration of Supplemental Easements, Covenants and Restrictions as amended by such First Amendment, such that a foreclosure of the lien shall not extinguish the covenants, conditions, restrictions and easements contained in the Declaration of Supplemental Easements, Covenants and Restrictions as amended by such First Amendment.

THE BANK & TRUST OF BRYAN/COLLEGE STATION

By: *Nora Thompson*
Name: *Nora Thompson*
Title: *Sr. Vice President*

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Before me on this day personally appeared *Nora Thompson*, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as *SVP* of THE BANK & TRUST OF BRYAN/COLLEGE STATION for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand this *26* day of *Jan*, 2012.



April Marie Lind
Notary Public in and for the State of Texas

April Marie Lind
Printed Name of Notary
My Commission Expires: *7/11/2015*

[signatures continue on following page]

CONSENT AND SUBORDINATION OF LIENHOLDER

Lienholder, as the holder of the lien on a portion of the Development, consents to the foregoing First Amendment to Declaration of Supplemental Easements, Covenants and Restrictions, and the covenants, conditions, restrictions and easements contained therein, and Lienholder hereby subordinates its lien to the rights and interests of the Declaration of Supplemental Easements, Covenants and Restrictions as amended by such First Amendment, such that a foreclosure of the lien shall not extinguish the covenants, conditions, restrictions and easements contained in the Declaration of Supplemental Easements, Covenants and Restrictions as amended by such First Amendment.

AMERICAN MOMENTUM BANK

By: Bill Van Eman
Name: Bill Van Eman
Title: VP

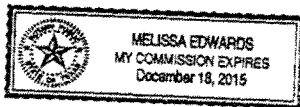
STATE OF TEXAS

COUNTY OF BRAZOS

§
§
§

Before me on this day personally appeared Bill Van Eman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Vice President of AMERICAN MOMENTUM BANK for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand this 27th day of January, 2012.



Melissa Edwards
Notary Public in and for the State of Texas

Melissa Edwards
Printed Name of Notary
My Commission Expires: 12-18-15