

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

As a  
Document Number: 01284321

Amount: 42.00

This Second Amendment to Declaration of Supplemental Easements, Covenants and Restrictions (this "Amendment") is executed by College Station Marketplace, LP, a Texas limited partnership ("Developer") as of this 5<sup>th</sup> day of December, 2016.

**RECITALS:**

A. Developer previously executed that one certain Declaration of Supplemental Easements, Covenants and Restrictions dated February 16, 2011, and recorded in the real property records of Brazos County, Texas at Document No. 01084017, Volume 10036, Page 24, as amended by that one certain First Amendment to Declaration of Supplemental Easements, Covenants and Restrictions dated March 12, 2012 executed by Developer and CSMP Phase 3/Lot 28, LLC, and recorded in the real property records of Brazos County, Texas at Volume 10574, Page 113 (as amended, the "Declaration").

B. By Special Warranty Deed dated February 11, 2016, Developer conveyed a 2.40-acre portion of the Development known as Lot 27 to CSMP Lot 27, LLC, a Texas limited liability company, which Special Warranty Deed is recorded in the real property records of Brazos County, Texas as Document No. 01255919, Volume 13182, Page 78, which 2.40-acre Lot 27 is more particularly described therein ("Lot 27").

C. CSMP Lot 27, LLC, as the owner of Lot 27, leased Lot 27 to Petsmart, Inc. ("Petsmart") pursuant to that one certain lease (the "Petsmart Lease") dated March 10, 2016, memorialized by that one certain Memorandum of lease of even date recorded in the real property records of Brazos County, Texas at Volume 13235, Page 108.

D. To address certain terms of the Petsmart Lease potentially affected by other parts of the Development, Developer desires to amend the Declaration for the benefit of CSMP Lot 27, LLC and all future owners of Lot 27 (each a "Lot 27 Owner").

E. Section 12.1 of the Declaration allows the Declaration to be amended by Developer during the Developer Control Period, and, insofar as Developer and its Affiliates continue to own Lots within the Development, the Developer Control Period remains in effect as of the date of this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing, Developer hereby amends the Declaration as follows:

1. Petsmart Protected Driveways. For purposes of this Amendment, the "Petsmart Protected Driveways" shall mean those portions of the Development shown on Exhibit A attached hereto and incorporated herein by this reference for all purposes. For so long as the Petsmart Lease remains in effect, no Owner of any portion of the Development on which a portion of Petsmart Protected Driveways are located shall:

(a) Modify such Petsmart Protected Driveways without the prior written consent of the Lot 27 Owner;

(b) Undertake any construction work in the Petsmart Protected Driveways during Petsmart's two (2) week grand opening period and between November 15 and January 1 of each year;

(c) Use such Petsmart Protected Driveways for any purpose other than a driveway;

(d) Allow parking of trucks and delivery vehicles or storage of materials, pallets, equipment, inventory or any other items on any Petsmart Protected Driveways or otherwise materially interfere with access to Lot 27 or the business of PetSmart on Lot 27; and/or

(e) materially or adversely restrict the Petsmart Protected Driveways.

2. Owner's Pro Rata Share for Lot 27. So long as the Petsmart Lease remains in effect, the Owner's Pro Rata Share of Assessments for Lot 27 shall not increase above the Owner's Pro Rata Share first used to assess Lot 27 for Assessments during the term of the Petsmart Lease.

3. Future Amendments. So long as the Petsmart Lease remains in effect,

(a) no provision of this Amendment may be terminated or modified without the prior written approval of the Lot 27 Owner, and

(b) Section 6.8 of the Declaration shall not be terminated or modified without the prior written approval of the Lot 27 Owner.

4. Additional Terms. Except as modified by this Amendment, the Declaration remains in full force and effect as originally written. To the extent of any inconsistency or conflict between the terms of this Amendment and the Declaration, the terms of this Amendment shall control. All capitalized terms used in this Amendment (other than proper nouns and terms that are specifically defined herein) shall have the meanings given to such terms in the Declaration.

NEXT PAGE IS THE EXECUTION PAGE




Executed to be effective as of the date set forth above.

**DEVELOPER**

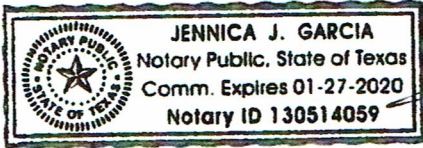
COLLEGE STATION MARKETPLACE, L.P.  
a Texas limited partnership


By: College Station Marketplace GP, LLC  
a Texas limited liability company  
one of its general partners

By:   
Andy Weiner, Manager

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on Dec. 5<sup>th</sup>, 2016, by Andy Weiner, Manager of College Station Marketplace GP, LLC, a Texas limited liability company, one of the general partners of College Station Marketplace, L.P., a Texas limited partnership, on behalf of the limited liability company and the limited partnership.



  
Notary Public—State of Texas  
Jennica Garcia  
Typed or Printed Name of Notary  
My Commission Expires: 1/27/20

CONSENT OF LIENHOLDER

The Bank & Trust of Bryan/College Station ("Lender"), being the owner and holder of that one certain promissory note (the "Note") dated on or about February 3, 2014 executed by College Station Marketplace, L.P. ("Borrower"), payable to the order of Lender, and secured by that one certain Deed of Trust, Security Agreement, Assignment of Rents and UCC Financing Statement for Fixture Filing (the "Deed of Trust") of even date executed by Borrower to Ivan M. Olson, Trustee for the benefit of Lender, covering the real property described therein, and being recorded in the real property records of Brazos County, Texas at Volume 11840, Page 1;

DOES HEREBY consent to Borrower's execution of the attached Second Amendment to Declaration of Supplemental Easements, Covenants and Restrictions.

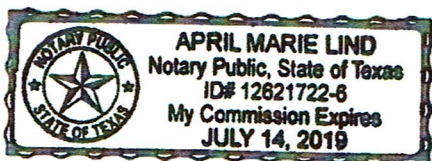
EXECUTED this the 16 day of December, 2016.

The Bank & Trust of Bryan/College Station  
By: Nora Thompson  
Name: Nora Thompson  
Title: Executive Vice President

THE STATE OF TEXAS §  
  §  
COUNTY OF BRAZOS §

This instrument was acknowledged before me on Dec 16th, 2016, by Nora Thompson, vice president of The Bank & Trust of Bryan/College Station, on behalf of such entity.

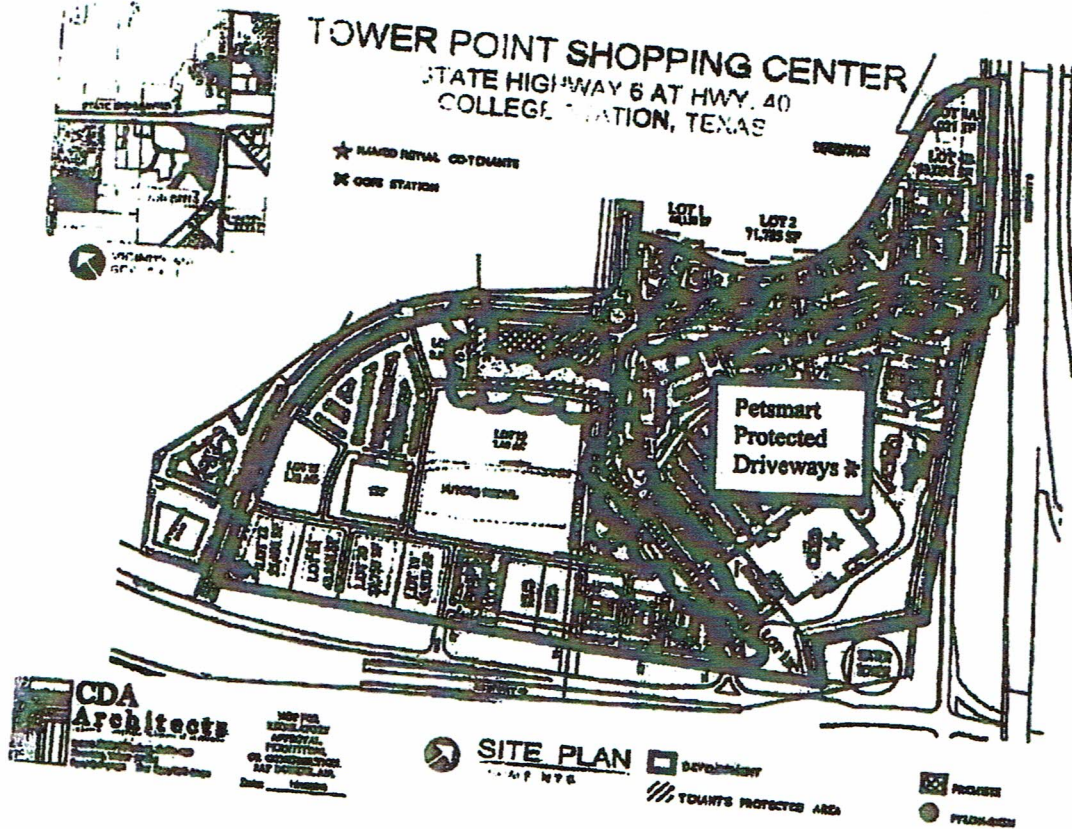
April Marie Lind  
Notary Public—State of Texas



\_\_\_\_\_  
Typed or Printed Name of Notary  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

Petsmart Protected Driveways



\*Cross-hatched drives within bubbles are Petsmart Protected Driveways