

Tenth Amendment
To
Declaration of Restrictive Covenants and Easements
The BioCorridor District

AFTER RECORDING, RETURN TO:

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

**TENTH AMENDMENT
TO
DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS
THE BIOCORRIDOR DISTRICT**

THIS TENTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS THE BIOCORRIDOR DISTRICT ("Amendment") is made this 13th day of September, 2019, by BRYAN/TRADITIONS, LP, a Texas limited partnership ("Declarant").

WITNESSETH:

- A. **WHEREAS**, Declarant recorded a Declaration of Restrictive Covenants and Easements The BioCorridor District on April 29, 2013, in the Official Records of Brazos County, Texas, at Volume 11313, Page 1, as amended by Correction Affidavit on June 3, 2013 recorded at Volume 11382, Page 176 of the Official Records of Brazos County, Texas, by First Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on May 23, 2013, in the Official Records of Brazos County, Texas, at Volume 11439, Page 36, by Second Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on March 3, 2015, in the Official Records of Brazos County, Texas, at Volume 12547, Page 266, by Third Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on April 29, 2015, in the Official Records of Brazos County, Texas, at Volume 12651, Page 256, by Fourth Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on January 5, 2016, in the Official Records of Brazos County, Texas, at Volume 13125, Page 288, by Fifth Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on February 10, 2016, in the Official Records of Brazos County, Texas, at Volume 13176, Page 1, by Sixth Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on September 28, 2016, in the Official Records of Brazos County, Texas, at Volume 13629, Page 246, by Seventh Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on January 26, 2017, in the Official Records of Brazos County, Texas, at Volume 13826, Page 283, by Eighth Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on February 21, 2017, in the Official Records of Brazos County, Texas, at Volume 13866, Page 199 (the "Eighth Amendment"), and by Ninth Amendment to Declaration of Restrictive Covenants and Easements The BioCorridor District on June 4, 2018, in the Official Records of Brazos County, Texas, at Volume 14707, Page 196 (as amended now or in the future, the "Declaration");
- B. **WHEREAS**, all capitalized terms used herein that are not otherwise defined shall have the meaning given those words in the Declaration;
- C. **WHEREAS**, the Declaration identifies and defines the Additional Property which may be annexed into the District pursuant to Paragraph I(10) of Article III of the Declaration;
- D. **WHEREAS**, Declarant is the owner of that certain real property described on Exhibit "A-1" attached hereto and Traditions Acquisition Partnership, L.P. is the owner of that certain real property described on Exhibit "A-2" attached hereto (the property described on Exhibit "A-1" and Exhibit "A-2" being collectively referred to herein as the "Annexed Property");
- E. **WHEREAS**, the Annexed Property is defined as Additional Property under the terms of the Declaration;
- F. **WHEREAS**, Declarant desires to amend the Declaration for the purpose of adding the Annexed Property to the definition of Property and to annex the Annexed Property into the District;
- G. **WHEREAS**, Declarant desires to amend the Declaration to limit the use of the Annexed Property to multi-family residential purposes for a period of twenty (20) years; and

- H. **WHEREAS**, Declarant shall have the right to repurchase the Annexed Property if the Owner of the Annexed Property fails to commence construction (as hereinafter defined) within eighteen (18) months following the date hereof; and
- I. **WHEREAS**, Declarant desires to amend the Declaration to prohibit the lease of any single room within a unit on the Property separate and apart from the lease of the unit as a whole; and
- J. **WHEREAS**, Paragraph I(4) of Article III of the Declaration authorizes the Declarant to amend the Declaration without the approval of any other Owner or Mortgagee if such amendment has no adverse effect on any such Owner or Mortgagee; and
- K. **WHEREAS**, this Amendment has no material adverse effect on any Owner or Mortgagee other than the Owner of the Annexed Property, whose consent is attached hereto; and
- L. **WHEREAS**, the Annexed Property is under contract to be purchased by CRP/AR Traditions II Owner, L.P. which also consents to this Amendment.

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

1. **Definition of Property and Annexation of Annexed Property into the District.** The Property, as defined in the Declaration and further described on **Exhibit "A"** to the Declaration is amended so that the Annexed Property is added to and included in the definition of Property, and the Annexed Property is hereby annexed into the District. The Property constitutes a Lot for purposes of the Declaration. For the avoidance of doubt, from and after the date Declarant is no longer the Owner of the Property, Declarant shall have no right to establish, and Declarant hereby waives the right to establish, any Common Areas in or on the Property.
2. **Use Limitation.** For a period of twenty (20) years from the date of this Amendment, the Annexed Property shall be used for no other purpose other than for multi-family residential purposes. As used herein, the term "multi-family residential purposes" shall mean (a) apartments, (b) condominiums, (c) town homes and similar improvements, and shall also include ancillary facilities such as, without limitation, recreational facilities, permanent sales and leasing offices, and central laundry facilities. The provisions of the Eighth Amendment that may have been deemed or interpreted as prohibiting or restricting commencement of construction on the Annexed Property of any buildings containing multifamily apartment units or other rooms usually rented or leased and used as a place to reside have expired pursuant to the express terms of the Eighth Amendment due to the passage of time and are of no further force and effect (and, in any case, are hereby declared to be of no further force or effect).
3. **Repurchase Right.** Declarant shall have the right to repurchase the Annexed Property from the Owner of the Annexed Property if the Owner of the Annexed Property fails to "commence construction" on the Annexed Property within eighteen (18) months from the date of this Amendment. In the event that the Declarant elects to exercise its repurchase right hereunder, the Declarant shall provide written notice (the "Exercise Notice") to the Owner of the Annexed Property of the Declarant's election to exercise its repurchase right no later than thirty (30) days after the expiration of the eighteen (18) month period (said thirty (30) day period herein called the "Exercise Period") during which the Owner of the Annexed Property was to commence construction. Time is of the essence with respect to delivery of the Exercise Notice and if the same is not delivered within the Exercise Period, the repurchase option shall automatically expire. In the event of such an election by the Declarant, the purchase price to be paid by the Declarant for the Annexed Property shall be the purchase price paid by the Owner for such Annexed Property at the closing of the sale of the Annexed Property occurring in conjunction with the execution of this Amendment. At the closing of Declarant's repurchase of the Annexed Property, the Owner of the Annexed Property shall convey the Annexed Property to the Declarant by special warranty deed, free and clear of liens and encumbrances other than those exceptions set for in the deed executed by Declarant conveying the Property to Owner in connection with the execution of the Amendment, any plat filed

by Owner (or any successor to Owner in title to the Property) with respect to the Property, and any easements granted by Owner (or any successor to Owner in title to the Property) reasonably necessary for the development of use of the Property for multi-family residential purposes. At the closing the Declarant shall pay the purchase price to Owner in cash (or by wire transfer). The special warranty deed shall provide that the conveyance of the Property is made in an "AS IS" condition, without any representations or warranties other than the special warranty of title set forth therein. The date for closing must be set forth in the Election Notice and shall be no less than ten (10) nor more than sixty (60) days following the Election Notice. For the purposes of this paragraph, the terms "commencement of construction" and "commence construction" shall mean site work caused by the Owner to be physically conducted at the Annexed Property, including, but not limited to grading, surfacing or any movement or excavation of dirt and soils reasonably connected to the construction process along with evidence that plans and permits are in place for the completion of improvements consistent with the multi-family residential purpose.

Notwithstanding anything to the contrary herein contained, the right of repurchase in favor of the Declarant set forth in this Paragraph 4 shall automatically terminate if Declarant does not provide an Exercise Notice timely or if commencement of construction occurs at any time prior to the date the Declarant provides the Exercise Notice. Upon request of Owner, Declarant shall deliver a recordable instrument in form and substance reasonably satisfactory to both Declarant and Owner, within a reasonable time after request therefor by Owner following the commencement of construction or the sooner expiration of the repurchase option set forth in this Paragraph 4, and shall cooperate with Owner and cause the same to be filed in the Real Property Records of Brazos County, Texas; provided, however, the execution and delivery of such instrument shall not, however be necessary for the expiration or termination of the repurchase option set forth in Paragraph 4 that otherwise occurs in accordance with the terms and provisions of this Paragraph 4.

4. **No Leases of Individual Bedrooms.** With respect to any improvement on the Annexed Property which would otherwise be consistent with the multi-family residential purpose, as defined herein, there may be no lease of individual bedrooms within a unit. An apartment unit is a defined space in which one or more bedrooms have exclusive use and access to a common kitchen and living space, and shall be considered in its entirety as a single dwelling, as such term is defined in Chapter 92 of the Texas Property Code.
5. **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 Declaration under seal, this 13th day of September, 2019.

DECLARANT:

BRYAN/TRADITIONS, LP, a Texas limited partnership

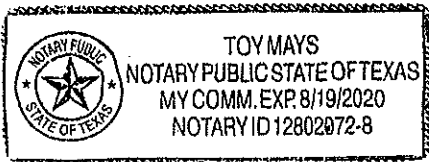
By: TRADITIONS ACQUISITION PARTNERSHIP GP, LLC, a Texas limited liability company, its General Partner

By: [Signature]
W. SPENCER CLEMENTS, JR.,
Vice President

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 13th day of September, 2019, by W. Spencer Clements, Jr., Vice President of Traditions Acquisition Partnership GP, LLC, a Texas limited liability company, the general partner of BRYAN/TRADITIONS, LP, a Texas limited partnership, acting for and on behalf of said limited partnership.

[Signature]
NOTARY PUBLIC, State of Texas



Consent to Amendment

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

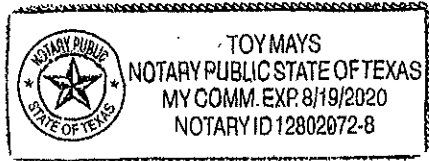
By: TRADITIONS ACQUISITION PARTNERSHIP GP, LLC, a Texas limited liability company, its General Partner

By: [Signature]
W. SPENCER CLEMENTS, JR.,
Vice President

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

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[Signature]
NOTARY PUBLIC, State of Texas



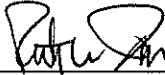
Consent to Amendment

CRP/AR Traditions II Owner, L.P.,
a Delaware limited partnership

By: CRP/AR Traditions II GP, L.L.C.,
a Delaware limited liability company,
its General Partner

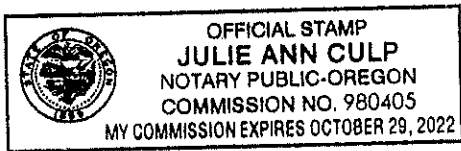
By: CRP/AR Traditions II Venture, L.L.C.,
a Delaware limited liability company,
its sole member

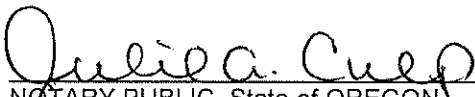
By: Broadstone Traditions II Alliance, LLC,
a Delaware limited liability company,
its administrative member

By: 
Name: PATRICK W DUKES
Title: MEMBER

STATE OF OREGON §
 §
COUNTY OF YAMHILL §

This instrument was acknowledged before me on the 10th day of September, 2019, by Patrick W. Dukes, member of Broadstone Traditions II Alliance, LLC, administrative member of CRP/AR Traditions II Venture, L.L.C., sole member of CRP/AR Traditions II GP, L.L.C., general partner of CRP/AR Traditions II Owner, L.P., a Delaware limited partnership, on behalf of said limited partnership.

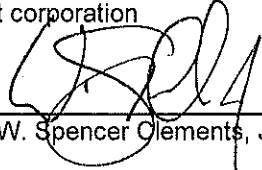



NOTARY PUBLIC, State of OREGON

Consent to Amendment

BioCorridor Property Owners Association, Inc., a Texas nonprofit corporation

By:

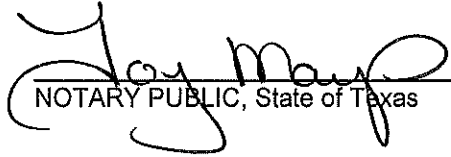


W. Spencer Clements, Jr., Director

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 13th day of September, 2019 by W. Spencer Clements, Jr., as Director of the BioCorridor Property Owners Association, Inc.



NOTARY PUBLIC, State of Texas

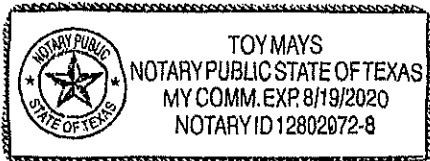


EXHIBIT A-2

Property Added to Property and District and Atlas Sub-District

Annexed Property

METES AND BOUNDS DESCRIPTION
OF A
11.14 ACRE TRACT
J. H. JONES SURVEY, A-26
COLLEGE STATION, 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, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 11.14 ACRE TRACT AS DESCRIBED BY A DEED TO TRADITIONS ACQUISITION PARTNERSHIP, L.P. RECORDED IN VOLUME 15069, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN A TREE ROOT ON THE SOUTHWEST LINE OF TURKEY CREEK ROAD (FM 2513 - 100' R.O.W.) MARKING THE NORTH CORNER OF SAID 11.14 ACRE TRACT AND AN EAST CORNER OF THE REMAINDER OF A CALLED 417.85 ACRE TRACT DESCRIBED AS EXHIBIT "A" BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT, INC. RECORDED IN VOLUME 4023, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD 83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF COLLEGE STATION CONTROL MONUMENT CS94-164 (Y: 10207269.050, X: 3541253.110) AND AS ESTABLISHED FROM GPS OBSERVATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO OBTAIN SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00010931194 (CALCULATED USING GEOID 12B).

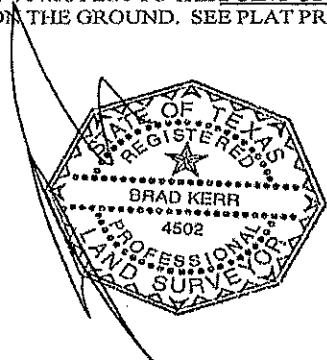
THENCE: S 32° 14' 41" E ALONG THE SOUTHWEST LINE OF TURKEY CREEK ROAD FOR A DISTANCE OF 722.89 FEET TO A POINT WITHIN AN EXISTING ELM TREE MARKING THE NORTH CORNER OF A CALLED 7.02 ACRE TRACT AS DESCRIBED BY A DEED TO CASHION FAMILY LIMITED PARTNERSHIP RECORDED IN VOLUME 11415, PAGE 138 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 53° 19' 32" W ALONG THE COMMON LINE OF SAID 11.14 ACRE TRACT AND SAID 7.02 ACRE TRACT FOR A DISTANCE OF 658.46 FEET TO A 1/2 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF SAID REMAINDER OF 417.85 ACRE TRACT MARKING THE COMMON CORNER OF SAID 7.02 ACRE TRACT AND SAID 11.14 ACRE TRACT;

THENCE: N 35° 49' 44" W ALONG THE COMMON LINE OF SAID 11.14 ACRE TRACT AND SAID REMAINDER OF 417.85 ACRE TRACT FOR A DISTANCE OF 704.85 FEET TO A CONCRETE MONUMENT FOUND (Y: 10204795.74; X: 3540841.13) MARKING THE WEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 52° 01' 36" E CONTINUING ALONG THE COMMON LINE OF SAID 11.14 ACRE TRACT AND SAID REMAINDER OF 417.85 ACRE TRACT FOR A DISTANCE OF 704.08 FEET TO THE POINT OF BEGINNING CONTAINING 11.14 ACRES OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. SEE PLAT PREPARED MARCH 2019 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502



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SAVE AND EXCEPT therefrom the 0.003 acre tract identified on the Final Plat for the Traditions Subdivision Phase 102 filed for record in the Official Public Records of the Brazos County Clerk, Brazos County, Texas as Document No. 2019-1371968 (Volume 15561, Page 81) (the "Plat") as the "ROW DEDICATION" adjacent to the southwest corner of Common Area 6 & Private Drainage Easement in Block 3 of the Traditions Subdivision Phase 102, as shown on the Plat.

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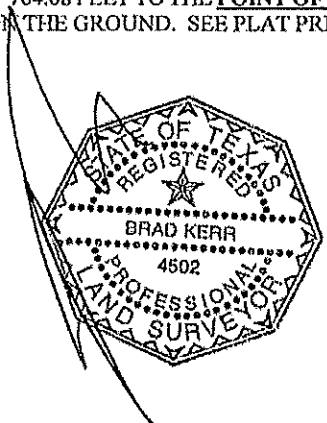
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BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502



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