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**Brazos County, TX  
Karen McQueen  
County Clerk**

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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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, TEXAS

Honorable Karen McQueen, County Clerk, Brazos County

**Eighth Amendment**  
**To**  
**Declaration of Restrictive Covenants and Easements**  
**The BioCorridor District**

FILED BY  
ALAMO TITLE COMPANY  
ATZ116061906

**AFTER RECORDING, RETURN TO:**

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

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

THIS EIGHTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS THE BIOCORRIDOR DISTRICT ("Amendment") is made this 21<sup>st</sup> day of February, 2017, 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, and 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 (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 the certain real property described on Exhibit "A" attached hereto (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 previously created the Atlas Sub-District and desires to annex the Annexed Property into the Atlas Sub-District;
- H. **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
- I. **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

- J. **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
- K. **WHEREAS**, Declarant desires to prohibit the construction of multi-family residential improvements for a period of thirty (30) months on land owned by the Declarant or for which the Declarant has a right to acquire; and
- L. **WHEREAS**, Declarant desires to amend the Declaration for the purpose of designating certain portions of the Property, as described on **Exhibit "B"** attached hereto (the "Trail Property") as Common Area within the District; and
- M. **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
- N. **WHEREAS**, this Amendment has no material adverse effect on any Owner or Mortgagee other than the Owner of the Annexed Property (the Owner as of the date hereof is the Declarant).

**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. **Annexation of Annexed Property into the Atlas Sub-District.** The Annexed Property is hereby annexed into and made a part of the Atlas Sub-District.
- 3. **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.
- 4. **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 Election Notice timely or if commencement of construction occurs at any time prior to the date the Declarant provides the Election 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.

5. **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.
6. **Multi-Family Residence Restriction.** Declarant shall not, for a period of thirty (30) months following the date of recording of this Amendment, commence construction on any part of the real property owned by Declarant or for which Declarant has the right to acquire (the "Traditions Residential Land"), nor permit any affiliate of the Declarant or its principals or any person or entity to whom the Declarant conveys any portion of the Traditions Residential Land to commence construction on any part of the Traditions Residential Land, of any buildings containing multifamily residential apartment units or other rooms usually rented or leased and used as a place to reside. For purposes of clarity, this restriction shall not apply nor restrict the construction or development of condominiums, townhomes or other projects in which individual units are offered for sale even though the owners of such individual units might place such unit in a rental pool or other rental marketing program. By way of example and not as a limitation, the restriction set forth in this paragraph shall not apply to higher density, for-sale projects such as the Hidden Bridge Condominiums, Game Day Cottages or the like.
7. **Designation of Trail Property as Common Area.** Declarant hereby designates the Trail Property as Common Area and conveys such Trail Property as an easement for the benefit of the Association. The duties of management and maintenance of the Trail Property are fully reserved to the Association. The use of the Trail Property shall be limited to the purpose of a hiking and biking trail. Notwithstanding the foregoing, the owner of the Annexed Property shall have the right to erect fences adjacent to the Trail Property so long as such fences do not impede use of the Trail Property as set forth herein.
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 Declaration under seal, this 21st day of February, 2017.

DECLARANT:

BRYAN/TRADITIONS, LP, a Texas limited partnership

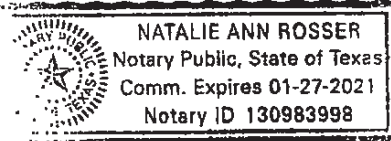
By: TRADITIONS ACQUISITION PARTNERSHIP GP, LLC, a Texas limited liability company, its General Partner

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

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS     §

This instrument was acknowledged before me on the 9 day of Feb, 2017, 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



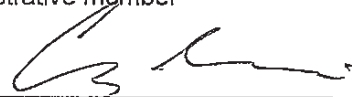
**Consent to Amendment**

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

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

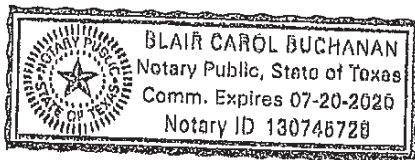
By: CRP/AR Traditions Venture, L.L.C.,  
a Delaware limited liability company,  
its sole member

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

By:   
Name: CYRUS BAHMANI  
Title: Member

STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on the 9th day of FEBRUARY, 2017, by CYRUS BAHMANI, MEMBER of Broadstone Traditions Alliance, LLC, administrative member of CRP/AR Traditions Venture, L.L.C., sole member of CRP/AR Traditions GP, L.L.C., general partner of CRP/AR Traditions Owner, L.P.



Blair Carol Buchanan  
NOTARY PUBLIC, State of TEXAS

Consent to Amendment

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

By:

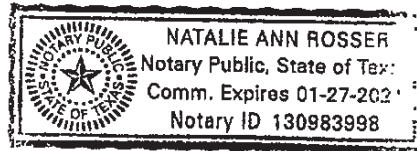
  
W. Spencer Clements, Jr., Director

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 9 day of Feb, 2017 by W. Spencer Clements, Jr., as Director of the BioCorridor Property Owners Association, Inc.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas





**EXHIBIT A**

**Property Added to Property and District and Atlas Sub-District**

**Annexed Property**

Lot One (1), Block One (1), The Traditions Subdivision Phase 32, City of Bryan, according to the plat thereof recorded in Volume 13856, Page 146, Official Records, Brazos County, Texas

**EXHIBIT B**

**Trail Property**

**METES AND BOUNDS DESCRIPTION  
OF A  
PRIVATE ACCESS EASEMENT  
J. H. JONES SURVEY, A-26  
BRYAN, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PRIVATE ACCESS EASEMENT LYING AND BEING SITUATED IN THE J. H. JONES SURVEY, ABSTRACT NO. 26, BRYAN, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF THE REMAINDER OF A CALLED 323.56 ACRE TRACT AS DESCRIBED BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT, INC. RECORDED IN VOLUME 4023, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND A PORTION OF THE REMAINDER OF A CALLED 87.20 ACRE TRACT AS DESCRIBED BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT, INC. RECORDED IN VOLUME 4023, PAGE 71 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF THE TRADITIONS SUBDIVISION, PHASE 16, ACCORDING TO THE PLAT RECORDED IN VOLUME 10682, PAGE 130 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND BEING ON THE COMMON LINE OF SAID REMAINDER OF 323.56 ACRE TRACT AND SAID REMAINDER OF 87.20 ACRE TRACT;

THENCE: N 21° 07' 53" W ALONG THE COMMON LINE OF SAID REMAINDER OF 87.20 ACRE TRACT AND SAID PHASE 16 FOR A DISTANCE OF 39.33 FEET TO THE NORTHWEST CORNER OF A 9.03 ACRE TRACT OUT OF SAID REMAINDER OF 87.20 ACRE TRACT AND SAID REMAINDER OF 323.56 ACRE TRACT (FUTURE THE TRADITIONS SUBDIVISION, PHASE 32 - NOT YET FILED OF RECORD);

THENCE: N 66° 06' 28" E THROUGH SAID REMAINDER OF 87.20 ACRE TRACT AND ALONG THE NORTHWEST LINE OF SAID FUTURE PHASE 32 FOR A DISTANCE OF 38.95 FEET TO THE MOST NORTHERLY CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: CONTINUING THROUGH SAID REMAINDER OF 87.20 ACRE TRACT AND THROUGH SAID REMAINDER OF 323.56 ACRE TRACT FOR THE FOLLOWING CALLS:

S 21° 04' 45" W FOR A DISTANCE OF 114.37 FEET;

S 43° 34' 45" W FOR A DISTANCE OF 35.82 FEET;

S 88° 34' 45" W FOR A DISTANCE OF 30.38 FEET TO THE COMMON LINE OF SAID REMAINDER OF 323.56 ACRE TRACT AND SAID TRADITIONS SUBDIVISION, PHASE 16;

THENCE: N 42° 43' 19" E ALONG THE COMMON LINE OF SAID REMAINDER OF 323.56 ACRE TRACT AND SAID PHASE 16 FOR A DISTANCE OF 110.20 FEET TO THE **POINT OF BEGINNING** CONTAINING 2445 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND DECEMBER 2016. SEE PLAT PREPARED JANUARY 2017, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

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