

ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS

This Assignment and Assumption of Declarant's Rights (the "Agreement") is entered into this 2nd day of December, 2015 (the "Effective Date") between KW TAP Condominiums, LLC ("Assignor"), and Traditions Acquisition Partnership, L.P. ("Assignee").

RECITALS:

WHEREAS, Assignor is the Declarant under that certain Declaration of Condominium for Hidden Bridge Condominium, recorded in Volume 10689, Page 207 of the Official Records of Brazos County, Texas, as amended by amendments recorded at Volume 11138, Page 175; Volume 11222, Page 26 and Volume 11498, Page 144 of the Official Records of Brazos County, Texas, as may be further amended from time to time (the "Declaration").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the respective agreements set forth in this Agreement, the parties hereto hereby agree as follows:

1. Assignment. Upon the occurrence of the Effective Date, Assignor hereby grants, conveys and assigns to Assignee, and Assignee hereby expressly assumes all of the rights, duties, obligations, powers, privileges, and prerogatives of the "Declarant" under the Declaration.
2. Assignor hereby represents and warrants that (a) as of the date hereof there are no outstanding obligations unfulfilled by Assignor under the Declaration or otherwise related to the Declaration, (b) Assignor has not transferred, assigned, pledged, conveyed, encumbered or entered into any agreement to transfer, assign, pledge, convey or encumber any of its right, title or interest in and to its capacity as "Declarant" under the Declaration; (c) Assignor is in compliance with all covenants and conditions imposed on Assignor under the Declaration; and (d) the interests assigned hereby constitute all of the rights, titles, and interests as "Declarant" under the Declaration held by Assignor.
3. The parties hereto each hereby agree to execute and deliver such additional documents and instruments and to take such additional action, all without further consideration, as each other party may reasonably request to effectuate the sale, transfer, assignment and delivery provided for herein or in any of the Agreements.
4. This Agreement is governed by and shall be construed in accordance with the law of the State of Texas, excluding any conflict of laws, rule or principle that might refer the governance or the construction of this assignment to the law of another jurisdiction. This Agreement is binding on and shall inure to the benefit of the signatories hereto and their respective successors and assigns. This Agreement may be executed in counterparts.

[Signature Page Follows]

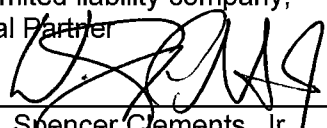
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

KW TAP Condominiums, LLC,
a Texas limited liability company

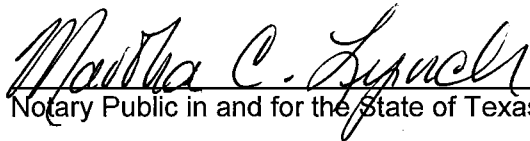
By: Traditions Acquisition Partnership, L.P.,
a Texas limited partnership,
its Managing Member

By: Traditions Acquisition Partnership
GP, LLC,
a Texas limited liability company,
its General Partner

By: 
W. Spencer Clements, Jr.,
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 2 day of December, 2015, by W. Spencer Clements, Jr., Vice President of Traditions Acquisition Partnership GP, LLC, the General Partner of Traditions Acquisition Partnership, L.P., the Managing Member of KW TAP Condominiums, LLC, on behalf of said limited liability company.

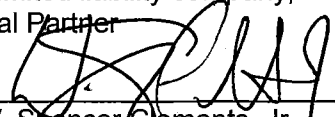

Notary Public in and for the State of Texas



ASSIGNEE:

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

By: Traditions Acquisition Partnership GP, LLC,
a Texas limited liability company,
its General Partner

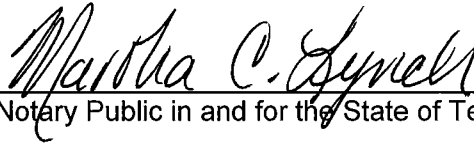
By: 
W. Spencer Clements, Jr.,
Vice President

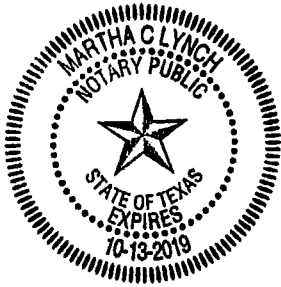
THE STATE OF TEXAS

COUNTY OF BRAZOS

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This instrument was acknowledged before me on the 2nd day of December, 2015, by W. Spencer Clements, Jr., Vice President of Traditions Acquisition Partnership GP, LLC, the General Partner of Traditions Acquisition Partnership, L.P., on behalf of said limited partnership.


Notary Public in and for the State of Texas



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Filed for Record in:
BRAZOS COUNTY

On: Dec 18, 2015 at 04:29P

As a
Recording

Document Number: 01251368

Amount: 34.00

Receipt Number - 563257

By
Cynthia Rincon

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.

Dec 18, 2015

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY