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# CONDOMINIUM RECORD VOLUME

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## FIRST AMENDMENT TO DECLARATION AND MASTER DEED FOR RIDGMAR CROSSROADS CONDOMINIUMS

THIS FIRST AMENDMENT TO DECLARATION AND MASTER DEED made this 30 day of March, 1984, by DONDI RESIDENTIAL PROPERTIES, INC., a Texas corporation ("Developer");

### WITNESSETH:

WHEREAS, Developer has heretofore executed a certain Declaration and Master Deed for Ridgmar Crossroads Condominiums, dated September 19, 1983 (the "Condominium Declaration"), and recorded in Volume 15 at Page 5 of the Condominium Records of Tarrant County, Texas, pursuant to the terms of which, among other things, Developer established a condominium project (the "Project") upon approximately 3.15 acres of land situated in Tarrant County, Texas, and being more particularly described in the Condominium Declaration; and

WHEREAS, Developer is the sole owner of the Project; and

WHEREAS, Section 8.06 of the Condominium Declaration provides, in part, that Developer may, without the consent of any Owner, prior to recordation of the sale of any condominium in the Project, amend the Condominium Declaration; and

WHEREAS, due to an error in references to the recorded plat affecting the Project, Developer desires to amend the provisions of Exhibit "A" and Exhibit "B" to the Condominium Declaration; and

WHEREAS, due to an error, the spelling of the name of the Project as set forth in certain provisions of the Condominium Declaration is incorrect.

NOW, THEREFORE, Developer does hereby, upon the recording hereof: (i) delete the term "Volume 388-151, Pages 13 and 14" whenever it appears in Exhibit "A" or Exhibit "B" and (ii) amend the Condominium Declaration by substituting in lieu thereof the term "Volume 388-155, Page 36."

The term "Ridgmar" is hereby deleted wherever it appears in the Condominium Declaration and the term "Ridgmar" is hereby substituted in lieu thereof.

As amended hereby, the Condominium Declaration shall continue in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

DONDI RESIDENTIAL PROPERTIES, INC.

COUNTY OF TARRANT

STATE OF TEXAS

I hereby certify that this instrument was filed on this date and at the time specified herein by me and that it was recorded in the Volume and Page of the Record Records of Tarrant County, Texas, as accepted herein on this date.

*J.M. Suggs*  
\_\_\_\_\_  
Clerk

APR 2 1984



*Madison Huffman*  
\_\_\_\_\_  
COUNTY CLERK  
TARRANT COUNTY, TEXAS

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared J.M. SUGGS, a person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of said person.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of MARCH, 1984.

My Commission Expires: 5/31/87

igned, a Notary Public in and for his day personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, President of \_\_\_\_\_, INC., a Texas corporation, and executed the same for the purposes expressed, in the capacity therein corporation.

D SEAL OF OFFICE, this the \_\_\_\_\_

*Catherine Mitchell*  
Notary Public in and for  
the State of Texas



RETURN TO  
EDWARD F. WALKER  
JENKENS & GILCHRIST  
14850 MONTFORT, SUITE 290  
DALLAS, TEXAS 75240

COUNTY OF TARRANT  
STATE OF TEXAS  
I hereby certify that this instrument was filed in full compliance with the provisions of the Public Records Act of Texas, Texas, as amended, and that the same is a true and correct copy of the original instrument.

APR 2 1984



*Madeline Huffman*  
COUNTY CLERK  
TARRANT COUNTY, TEXAS

FILED

APR 2 P 2:39

COUNTY CLERK

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RENEWAL MODIFICATION AND ASSUMPTION AGREEMENT

STATE OF TEXAS                   §  
  §  
COUNTY OF TARRANT           §

THIS RENEWAL, MODIFICATION AND ASSUMPTION AGREEMENT (the "Agreement") made and entered into effective as of the 5th day of February, 1993, by and among First Interstate Bank of Texas, N.A. (the "Lender"), John B. Farren (the "Guarantor") and John B. Farren, Jr. (a/k/a John B. Farren) (the "Assumptor").

**R E C I T A L S :**

WHEREAS, pursuant to the terms and provisions of a Letter Agreement dated January 10, 1990, by and between Lender and Borrower (said Letter Agreement, together with any and all renewals, extensions, modifications, amendments and increases thereto or thereof, being herein collectively called the "Letter Agreement"), Lender agreed to make a loan to Borrower in the sum of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,850,000.00) (said loan, together with any and all renewals, extensions, modifications, amendments, and increases thereto or thereof, being herein collectively called the "Loan") in order to finance the purchase of the land situated in Tarrant County, Texas, and more particularly described in Exhibit "A" attached to the Deed of Trust (as defined herein) incorporated herein by reference (the "Land") and any improvements situated thereon (the "Improvements"), (the Land and the Improvements sometimes are hereinafter collectively called the "Property"); and

WHEREAS, the funds to be advanced under the Loan, pursuant to the Letter Agreement, were evidenced by that one certain Promissory Note (the "Note"), dated January 10, 1990, in the original principal sum of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,850,000.00) and such Note being secured, in part, by that certain Deed of Trust dated January 10, 1990, from Borrower to Horace Weaver, Trustee, as recorded under County Clerk's File No. D190008098 of the Official Public Records of Real Property in Tarrant County, Texas, covering the Property (which Deed of Trust, together with any and all renewals, extensions, modifications, amendments, and increases thereto or thereof, being herein collectively called the "Deed of Trust"); and

WHEREAS, the Loan was secured by various other collateral documents and instruments including, without limitation, (i) that certain Absolute Assignment of Rents and Leases dated January 10, 1990, and recorded as County Clerk's File No. D190078761 of the Official Public Records of Tarrant County, Texas and (ii) two (2) separate Security Agreements dated January 10, 1990, executed by Borrower and Lender; and

WHEREAS, pursuant to the terms and provisions of that certain Guaranty (the "Guaranty") dated January 10, 1990, and executed by the Guarantor, the Loan and all of the Borrower's obligations under the Letter Agreement, Note, Deed of Trust, and any and all other documents and instruments evidencing, representing and securing the Loan were fully and unconditionally guaranteed by the Guarantor; and

WHEREAS, the Letter Agreement, Note, Deed of Trust, Guaranty and any and all other documents and instruments evidencing, representing and securing the Loan being herein collectively called (the "Loan Documents"); and

WHEREAS, pursuant to the terms and provisions of that certain Modification Agreement dated August 14, 1992, and recorded in Volume 10741, Page 1416 of the Official Public Records of Real Property in Tarrant County, Texas, executed by the Ridgmar Crossroads Condominium Association (the "Association"), that

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certain Declaration and Master Deed For Ridgmar Crossroads Condominiums, dated September 18, 1983 (herein referred to collectively with all amendments to same as the "Declaration"), and recorded in Volume 15, Page 5 of the Condominium Records of Tarrant County, Texas, was amended by eliminating certain buildings identified as Buildings T, U, V and W on the Declaration and all units located therein and by deleting a certain portion of the Land (as defined in the Declaration) from the definition of "Land" in the Declaration, and such eliminated Buildings (and the units located therein) and portion of the Land was then deeded by quitclaim unto John B. Farren; and

WHEREAS, Assumptor and Abland VIII Limited Partnership, a Maryland limited partnership ("Abland"), as the only general partner and limited partner respectively of Borrower, performed an equity swap which vested full interest and title to the Property in Assumptor; and

WHEREAS, Assumptor and Abland dissolved Borrower following the above-referenced equity swap; and

WHEREAS, the Lender is willing to consent to such assumption and to certain modifications subject to certain conditions and agreements; and

WHEREAS, the Assumptor, Borrower and Guarantor are willing to accept such conditions and agreements; and

WHEREAS, Borrower, Lender, Guarantor and Assumptor desire to set forth their understanding with respect to the terms and conditions of the assumption and modification of the Loan as set forth hereunder.

#### A G R E E M E N T:

NOW, THEREFORE, for and in consideration of the premises and the following terms, conditions, covenants, warranties and representations, in addition to other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each of the parties hereto, it hereby is agreed by and among the parties as follows:

1. By its execution and delivery of this Agreement, Assumptor does hereby (i) assume the Loan and all of the duties, obligations, covenants, agreements, representations and warranties of the Borrower under the Loan Documents, (ii) promise to pay the principal of, together with interest on, the Note in accordance with its terms, as modified by this Agreement and (iii) promise to perform and comply with all duties, obligations, covenants, agreements, representations and warranties of the Borrower under the Loan Documents. Assumptor hereby agrees and acknowledges that the Assumptor is, and shall remain, fully and primarily liable and obligated to the Lender under the Note and the other Loan Documents. Lender hereby consents to such assumption by the Assumptor and releases Borrower from any liability.

2. Concurrently with the execution hereof, Assumptor shall remit to Lender cash funds in an amount equal to SEVENTEEN THOUSAND NINETY-THREE AND 93/100 DOLLARS (\$17,093.93); such amount being an origination fee.

3. The maturity date of the Loan, as evidenced by the Note, hereby is renewed, modified and extended (but is not extinguished) to January 9, 1996, and in this regard, all of the Loan Documents hereby are renewed and modified (but are not extinguished) by extending the maturity date thereof to January 9, 1996. Nothing herein contained shall affect or impair the validity or priority of

the lien and security interests under the Deed of Trust or under any other of the Loan Documents.

4. The Note hereby further is renewed, modified and extended as follows:

A. The principal amount of the Loan as of the date of the execution hereof is ONE MILLION SEVEN HUNDRED NINE THOUSAND THREE HUNDRED NINETY-TWO AND 88/100 DOLLARS (\$1,709,392.88); which amount equals the principal amount of the Loan as evidenced by the Note.

B. Effective as of, and commencing on, January 9, 1993, interest on the principal amount of the Note remaining from time to time unpaid shall accrue at the rate equal to the lesser of (i) eight and one-half percent (8.5%) per annum or (ii) maximum rate permitted by applicable law, as calculated on the basis of a 360-day year, but over the actual days elapsed during a year of 365 or 366 days, as the case may be.

C. Effective as of, and commencing on, January 9, 1993, the principal of, and interest on, the Note shall be due and payable as follows:

i) All accrued but unpaid interest on the Note shall be due and payable on January 9, 1993. Lender acknowledges receipt of such payment on January 9, 1993.

ii) Commencing on the 10th day of February 1993, and continuing on the 10th day of each month thereafter through and including maturity on January 9, 1996, the Note shall be due and payable in consecutive monthly installments of EIGHTEEN THOUSAND THREE HUNDRED TWENTY AND NO/100 DOLLARS (\$18,320.00) each, and each such payment shall be applied first to all accrued but unpaid interest and then to any unpaid principal.

iii) All unpaid principal of, and accrued but unpaid interest on, the Note shall be due and payable on January 9, 1996.

5. Assumptor hereby covenants and agrees with Lender as follows:

A. Assumptor will deliver to Lender within thirty (30) days following the expiration of each calendar month prior to the maturity of the Note, a certified copy of the operating statement (including a sources and uses of funds and a balance sheet) for the Property for the previous calendar month. Such operating statements shall be prepared in the format as currently provided to Lender by Lincoln Property Management. Assumptor will also deliver to Lender within thirty (30) days following the expiration of each calendar month prior to the maturity of the Note, a certified copy of the operating statement for the Association for the previous calendar month as long as Assumptor (or any portion of the Property) is a member of (or is covered by) the Association. In addition, upon request from time to time and at any time, Assumptor will deliver to Lender such certified financial statements and other financial reports as Lender may require, including without limitation, financial statements of Assumptor, Guarantor (as herein defined) or the Property.

B. The Property complies and will comply with, and Assumptor will promptly and fully comply with, all present and future statutes, codes, acts, orders, decrees, injunctions, requirements, directions, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority including, without limitation, all applicable zoning

and subdivision ordinances and building codes, all applicable health laws and restrictions, and all restrictions of record.

C. Lender shall order and receive within thirty (30) days of execution of this Agreement, at Assumptor's expense, a MAI appraisal of the Property in form and content acceptable to the Lender in an amount at least equal to \$2,442,000.00 (which is the amount necessary to support a seventy percent (70%) loan-to-value ratio). Should this initial appraisal not at least equal \$2,442,000.00, within thirty (30) days of notice by Lender of such deficiency, Assumptor must make a principal reduction of the Loan sufficient to achieve a seventy percent (70%) loan-to-value ratio based upon such appraisal. Thereafter, at Assumptor's expense and when Lender is required to receive an MAI appraisal, Lender may order an MAI appraisal of the Property in form and content acceptable to the Lender. All such MAI appraisals are subject to review and approval by the in-house appraisers of Lender and shall be performed by an appraiser who has been approved by Lender. Any MAI appraisal rejected by the in-house appraiser(s) of Lender shall be corrected by the appraiser who performed the appraisal and such rejection shall not be an Event of Default under the Deed of Trust or other Loan Documents.

D. Assumptor shall, in its capacity as majority member of the Ridgmar Crossroads Condominium Association, within sixty (60) days of execution of this Agreement, execute an Amendment to Ridgmar Crossroads Condominium Declaration and Master Deed (the "Declaration") for the purpose of making the spelling of "Ridgmar" consistent throughout the Declaration. "Ridgmar" is currently referenced in the Declaration as "Ridgmar", "Ridgemar" and "Ridg-mar". All references to Ridgmar should be spelled "Ridgmar".

E. Assumptor acknowledges that all signatures and references in the Loan Documents and Declaration by and to "John B. Farren" are signatures and references by and to "John B. Farren, Jr."

6. Pursuant to the above-referenced Modification Agreement to the Declaration, the legal description of the Land has been altered. The original legal description of the Property (a copy of which is attached hereto as Exhibit "A") shall be, and hereby is, deleted in its entirety and the legal description attached hereto as Exhibit "B" and incorporated herein by reference shall be substituted in lieu of the original legal description of the Land as the agreed upon legal description therefor.

7. The Lender, Guarantor and Assumptor hereby acknowledge and agree that the Note is in full force and effect and, as provided in this Agreement, such Note has been, and hereby is renewed in accordance with its terms as have been modified by any and all renewals, extensions, modifications, amendments and increases thereto or thereof. In addition, the Assumptor hereby acknowledges and agrees that the liens and security interest of the Deed of Trust and the other Loan Documents are valid and subsisting liens and security interests and are superior to all other liens and security interests. Except as provided herein nothing herein contained shall affect or impair the validity or priority of the liens and security interest under the Deed of Trust or other Loan Documents.

8. Except as expressly provided herein, this Agreement in no way alters or amends any of the terms or provisions of the Note or any of the other Loan Documents and those provisions remain unchanged and hereby are ratified and confirmed and shall be in full force and effect, enforceable in accordance with their terms upon Assumptor and Guarantor. Any and all notices to Assumptor

hereunder or under the Loan Documents shall be sent to Assumptor at the following address:

Assumptor: John B. Farren, Jr.  
3131 Turtle Creek Blvd., Suite 1107  
Dallas, Texas 75219-5440

9. The Assumptor and Guarantor, by their execution of this Agreement, hereby declare that they have no set-offs, counterclaims, defenses or other causes of action against Lender arising out the Loan, the renewal, modification, extension and assumption of the Loan, any documents mentioned herein or otherwise; and, to the extent any such set-offs, counterclaims, defenses or other causes of action may exist, whether known or unknown such items are hereby waived by the Assumptor and Guarantor.

10. Guarantor hereby acknowledges and agrees that he is well and truly indebted to Lender pursuant to the terms of the Note and the Guaranty, as renewed, modified and extended hereby. Further, Guarantor agrees that, pursuant to the terms and provisions of the Guaranty and subject to the limitations contained therein, he will pay, and hereby promises to pay to the order of Lender the Note in accordance with the terms thereof, as modified thereby, and agree to observe, comply with and perform all of the obligations, terms and conditions under or in connection with the Note, the Letter Agreement, the Deed of Trust and any and all of the other Loan Documents, all as modified hereby.

11. In addition to the specific consents and agreements of Guarantor as set forth above, the Guarantor of the Loan, John B. Farren, is joining in the execution hereof for the purpose of acknowledging his consent to and agreement with the terms and provisions of the Agreement.

12. Assumptor hereby agrees to pay to Lender, upon demand, the reasonable attorneys' fees and expenses incurred by Lender in connection with the Loan and/or this Agreement. Assumptor further agrees to provide Lender such other documents and instruments as Lender may request in connection with this Agreement.

13. Assumptor, at its sole cost and expense, shall deliver to Lender an endorsement to that certain Mortgagee Policy of Title Insurance No. 426-138789, dated January 12, 1990, and issued by Commonwealth Land Title Insurance Company to Lender which endorsement shall be in form and content satisfactory to Lender, insuring the lien of the Deed of Trust to be valid Deed of Trust lien against the Property, subject to only those exceptions as set forth in said Mortgagee Policy of Title Insurance.

14. Notwithstanding anything to the contrary in this Agreement or the Note, or in any other agreement entered into in connection with the Note or securing the indebtedness evidenced by the Note, whether now existing or hereafter arising and whether written or oral, it is agreed that the aggregate of all interest and other charges constituting interest, or adjudicated as constituting interest, and contracted for, chargeable or receivable under the Note or otherwise in connection with the Note shall under no circumstances exceed the maximum rate of interest permitted by applicable law. In the event the maturity of the Note is accelerated by reason of an election by the holder thereof resulting from a default thereunder or under any other document executed as security therefor or in connection therewith, or by voluntary prepayment by the maker, or otherwise, then earned interest may never include more than the maximum rate of interest permitted by applicable law. If from any circumstance any holder of the Note shall ever receive interest or any other charges constituting interest, or adjudicated as constituting interest, the amount, if any, which would exceed the maximum rate of interest

permitted by applicable law shall be applied to the reduction of the principal amount owing on such Note or on account of any other principal indebtedness of the maker to the holder of such Note, and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal thereof and such other indebtedness, the amount of such excessive interest that exceeds the unpaid balance of principal thereof and such other indebtedness shall be refunded to the maker. All sums paid or agreed to be paid to the holder of the Note for the use, forbearance or detention of the indebtedness of the maker to the holder of such Note shall be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full for the purpose of determining the actual rate on such indebtedness is uniform through the term thereof.

The terms "maximum amount" or "maximum rate" as used in this Agreement or the Note, or in any other agreement entered into in connection with the Note or securing the indebtedness evidenced by the Note, whether now existing or hereafter arising and whether written or oral, include, as to Article 5069-1.04 of the Revised Civil Statutes of the State of Texas (and as same may be incorporated by reference in other statutes of the State of Texas), but otherwise without limitation, that rate based upon the "indicated rate ceiling"; provided, however, that this designation shall not preclude the rate of interest contracted for, charged or received in connection with the Loan from being governed by, or construed in accordance with, any other state or federal law, including but not limited to Public Law 96-221.

15. This Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective heirs, representatives, successors and assigns.

16. In the event the enforceability or validity of any portion of this Agreement, the Note, the Deed of Trust or any of the other Loan Documents is challenged or questioned, such provision shall be construed in accordance with, and shall be governed by, whichever applicable federal or Texas law would uphold or would enforce such challenged or questioned provision.

17. Assumptor, and Guarantor hereby release Lender, its successors and assigns, from all claims, demands, liabilities and causes of action which or the Guarantor may be entitled to assert (although no such claims are known to exist) against Lender by reason of Lender's contracting, charging or receiving for the use, forbearance or detention of money, interest on the Loan evidenced by the Note prior to the execution of this Agreement in excess of that permitted to be charged to under applicable law.

18. This Agreement, together with the Loan Documents, contains the entire agreements between the parties relating to the subject matter hereof and thereof and all prior agreements relative thereto which are not contained herein or therein are terminated. This Agreement and the Loan Documents may be amended, revised, waived, discharged, released or terminated only by a written instrument or instruments, executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party. **THIS AGREEMENT, TOGETHER WITH THE LOAN DOCUMENTS, CONTAIN THE ENTIRE AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND ALL PRIOR AGREEMENTS RELATIVE THERETO WHICH ARE NOT CONTAINED HEREIN OR THEREIN ARE TERMINATED. THIS AGREEMENT AND THE LOAN DOCUMENTS (INCLUDING THE ASSUMPTION AGREEMENT) MAY BE AMENDED, REVISED, WAIVED, DISCHARGED, RELEASED OR TERMINATED ONLY BY A WRITTEN INSTRUMENT OR INSTRUMENTS, EXECUTED BY THE PARTY AGAINST WHICH ENFORCEMENT OF THE AMENDMENT, REVISION, WAIVER, DISCHARGE, RELEASE OR TERMINATION IS ASSERTED. ANY ALLEGED AMENDMENT,**



REVISION, WAIVER, DISCHARGE, RELEASE OR TERMINATION WHICH IS NOT SO DOCUMENTED SHALL NOT BE EFFECTIVE AS TO ANY PARTY. THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

19. The parties hereto agree to be bound by the terms and provisions of the Lender's current Arbitration Program which is incorporated by reference herein and is acknowledged as received by the parties pursuant to which any and all disputes shall be resolved by mandatory binding arbitration upon request of any party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument, effective as of the date first above written.

LENDER:

FIRST INTERSTATE BANK OF TEXAS, N.A.

By: David R. Barr  
Its: Vice President

GUARANTOR:

John B. Farren, Jr.  
John B. Farren, Jr.

ASSUMPTOR:

John B. Farren, Jr.  
John B. Farren, Jr.

NOTARY/SIGNATURE IN BLUE  
INK MAY NOT BE LEGIBLE

STATE OF TEXAS  
COUNTY OF DALLAS

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BEFORE ME, the undersigned authority, on this day personally appeared David W. Stier, Vice President of First Interstate Bank of Texas, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5<sup>th</sup> day of February 1993.



Ardoye F. Schmidt  
Notary Public, State of Texas

Typed or Printed Name:  
Ardoye F. Schmidt

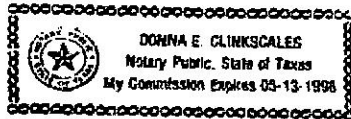
My Commission Expires:  
8-29-95

STATE OF TEXAS  
COUNTY OF Dallas

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BEFORE ME, the undersigned authority, on this day personally appeared John B. Farren, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5<sup>th</sup> day of February 1993.



Donna E. Clinkscles  
Notary Public, State of Texas

Typed or Printed Name:  
\_\_\_\_\_

My Commission Expires:  
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