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SECOND AMENDMENT TO DECLARATION AND MASTER DEED
FOR
RIDGMAR CROSSROADS CONDOMINIUMS

0127

-5.00 DEED
2-1 04/26/90

STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, John D. Farren, am President of Ridgmar Crossroads Condominium Association, Inc. (the "Association"), a Texas non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act and that certain Declaration and Master Deed for Ridgmar Crossroads Condominiums (the "Declaration") filed of record at Volume 15, Page 5 of the Condominium Records, Tarrant County, Texas, as amended;

THAT, as President of the Association I am custodian of the records of the Association and of the meetings of the Members;

THAT, a special meeting of the Members was held on March 28, 1990, in accordance with the Bylaws of the Association, with a quorum of Members present;

THAT, at such special meeting the following amendment to the Declaration was duly and legally approved by the required vote of the Members pursuant to Texas Condominium Act, Article 81.111 of the Texas Property Code, and Article VIII, Section 8.06 of the Declaration:

1. Article III, Section 3.03, is replaced in its entirety with the following:

"A. At the organizational meeting of the Association, as provided in the Bylaws, the Owners shall elect a new Board of Directors and at each annual meeting the Owners shall elect members of the Board to replace the members whose terms have expired, as provided in the Bylaws. Members of the Board shall be qualified as provided in the Bylaws.

"B. At the organizational meeting, each member of the Board shall be elected for a term of one (1) year. Thereafter, members of the Board shall serve for a term of two (2) years and until their respective successors are elected, or until their death, resignation or removal. Any member of the Board may resign at any time by giving written notice to the other members of the Board, and any member of the Board may be removed from membership on the Board by the vote of the Owners of a majority of the Condominiums. Any vacancy in the Board

SECOND AMENDMENT TO DECLARATION AND MASTER DEED - Page 1

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shall be filled by the other members of the Board, provided that the Owners, acting at a meeting called within ten (10) days after the occurrence of the vacancy, may fill the vacancy."

Paragraph C remains unchanged.

THAT, the foregoing amendment has not been altered, amended, rescinded or withdrawn and same is, on the date hereof, in full force and effect;

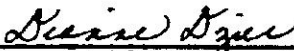
THAT, due certification of such amendment is hereby made for the purpose of filing same in the Condominium Records of Tarrant County, Texas.

IN WITNESS WHEREOF, I set my hand hereunto as President of the Association on this 29th day of MARCH, 1990.


John B. Farren, President

STATE OF TEXAS
COUNTY OF DALLAS

Subscribed and sworn to before me, a Notary Public in and for the State of Texas, on this 29th day of MARCH, 1990, by JOHN B. FARREN, President of Ridgmar Crossroads Condominium Association, on behalf of said Association for the purposes and considerations therein expressed.


Notary Public in and for
the State of Texas

My Commission Expires: 11/1992

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SECOND AMENDMENT TO DECLARATION AND MASTER DEED - Page 2

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FILED

Earl Biltz
COUNTY CLERK
DALLAS COUNTY

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Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is hereby rejected and unenforceable under federal law.

STATE OF TEXAS COUNTY OF DALLAS

I hereby certify this instrument was filed on the date and time as recd. herein by me and was duly recorded in the volume and page of the official records of Dallas County, Texas as stamped herein by me.

APR 26 1990



Earl Biltz

COUNTY CLERK, Dallas County, Texas

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D190082731
HYATT & RHOADS
3811 TURTLE CREEK BLVD
1050 TURTLE CREEK CT
DALLAS, TX 75219

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

F I L E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T
T O : H Y A T T & R H O A D S

RECEIPT NO
190178072

REGISTER
DR93

PRINTED DATE TIME
05/21/90 11:53

	INSTRUMENT	FEECD	AMOUNT	FILED	TIME	
1	D190082731	WD	5.00	900521	11:53	CK 761

T O T A L : D O C U M E N T S : 01 F E E S : 5.00

B Y: _____


ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNFORCEABLE UNDER FEDERAL LAW.

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D192140488
JESSE DWAIN PEARSON
114 TIMBER RIDGE DRIVE
BURLESON, TX 76028

-W A R N I N G--THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

FILED -- TARRANT COUNTY TEXAS
SUZANNE HENDERSON -- COUNTY CLERK
OFFICIAL RECEIPT

T O : STEWART TEXAS TITLE CO

RECEIPT NO	REGISTER	PRINTED DATE	TIME
192253218	DR92	07/21/92	15:42

	INSTRUMENT FEED	FILED	TIME	CG
1	D192140488 WD	920721	15:42	CG

T O T A L : DOCUMENTS: 01 F E E S : 18.00

B Y: 

ANY PROVISION 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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MODIFICATION AGREEMENT

STATE OF TEXAS §
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COUNTY OF TARRANT §

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THIS MODIFICATION AGREEMENT is made and entered into as of the date and by the parties set forth below.

INTRODUCTION

1. Dondi Residential Properties, Inc., a Texas corporation ("Developer") executed that 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;

2. The Condominium Declaration was amended by that certain First Amendment to Declaration and Master Deed For Ridgmar Crossroads Condominiums dated March 30, 1984 (the "First Amendment") recorded in Volume 16, Page 88 of the Condominium Records of Tarrant County, Texas. Both the Condominium Declaration and the First Amendment are collectively hereinafter referred to as the "Declaration";

3. The undersigned is the President of the Ridgmar Condominium Association (the "Association") and the Owner of more than sixty-seven percent (67%) of the ownership interests in the common elements;

4. The undersigned desires to modify the Declaration as set forth herein; and

5. All capitalized terms shall have the meaning set forth in the Declaration unless otherwise defined herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Association acknowledges as follows:

A. The Developer does not have an ownership interest in the Project. To the knowledge of the undersigned, there are no Eligible Holders of Mortgages on any Condominium on this date.

B. Section 5.09 G. of the Declaration is hereby deleted in its entirety and replaced with the following:

G. Except as provided by statute in case of condemnation or substantial loss to the Condominiums and/or Common Elements of the Project, unless at least two-thirds (2/3) of Mortgagees (based upon one vote of each Mortgage owned), and Owners (other than the Developer of the Condominiums have given their prior written approval, the Association shall not be entitled to:

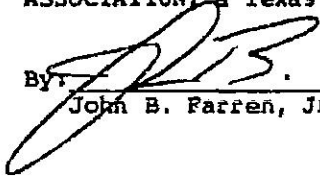
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- (i) By act or omission, seek to abandon or terminate the Project;
- (ii) Change the prorata interest or obligations of any Condominium for the purpose of:
 - (a) Levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards; or
 - (b) Determining the prorata shares of ownership of each Condominium in the Common Elements;
- (iii) Partition or subdivide any Condominium;
- (iv) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities for other public purposes consistent with the intended use of the Common Elements by the Project shall not be deemed a transfer within the meaning of this clause); or
- (v) Use hazard insurance proceeds for losses to any condominium property (whether two Apartments or two Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property.

C. Except as modified herein, the Declaration shall remain in full force and effect.

EXECUTED as of July 21, 1992.

RIDGMAR CROSSROADS CONDOMINIUM
ASSOCIATION, a Texas corporation

By: 
John B. Farren, Jr., President

STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was ACKNOWLEDGED before me on July 21, 1992, by JOHN B. FARREN, JR., President of RIDGMAR CROSSROADS CONDOMINIUM ASSOCIATION, a Texas corporation, on behalf of said corporation.


Notary Public, State of Texas

My Commission Expires:

5-23-95

AFTER RECORDING, RETURN TO:

Kevin M. Kerr
Attorney at Law
311 Oaks Bank Building
1901 N. Central Expressway
Richardson, Texas 75080

NOTARY/SIGNATURE IN BLUE
INK MAY NOT BE LEGIBLE

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MODIFICATION AGREEMENT

FILED
TARRANT COUNTY TEXAS

STATE OF TEXAS §
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COUNTY OF TARRANT §

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SUZANNE

THIS MODIFICATION AGREEMENT is made and entered into as of the date and by the parties set forth below.

INTRODUCTION

1. Dondi Residential Properties, Inc., a Texas corporation ("Developer") executed that 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;

2. The Condominium Declaration was amended by that certain First Amendment to Declaration and Master Deed For Ridgmar Crossroads Condominiums dated March 30, 1984 (the "First Amendment") recorded in Volume 16, Page 88 of the Condominium Records of Tarrant County, Texas. Both the Condominium Declaration, the First Amendment and any and all other amendments to the Condominium Declaration are collectively hereinafter referred to as the "Declaration";

3. John B. Farren is currently the President of the Ridgmar Condominium Association (the "Association") and the Owner of more than sixty-seven percent (67%) of the ownership interests in the common elements;

4. A properly called Special Meeting of the Members of the Association and the Owners of Units within the Declaration was held on August 13, 1992, and at such meeting John B. Farren along with other attending Members and Owners joined in approving a modification of the Declaration as described below;

5. The Association desires to hereby modify the Declaration in accordance with the results of such Special Meeting as set forth herein; and

6. All capitalized terms shall have the meaning set forth in the Declaration unless otherwise defined herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Association acknowledges as follows:

A. The Developer does not have an ownership interest in the Project. To the knowledge of the undersigned, there are no Eligible Holders of Mortgages on any Condominiums on this date.

B. Those buildings identified as T, U, V and W on the Declaration shall be and are hereby withdrawn from the Declaration together with all units located therein. That portion of the Land described on Exhibit "A" attached hereto and made a part hereof for all purposes,

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shall be and is hereby deleted from the definition of Land described in the Declaration. It is acknowledged and understood from this point forward that the Project shall consist of eight (8) Buildings containing a total of twenty-nine (29) Apartments, the parking spaces located on the Land (after giving effect to the amendments described herein) and the Common Elements (after giving effect to the amendments described herein).

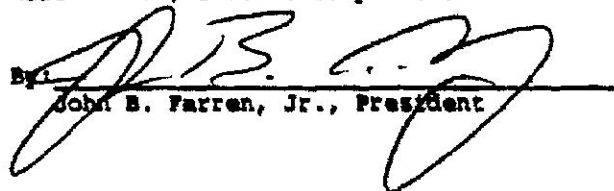
C. The percentage ownership in the Common Elements (after giving effect to the amendments described herein) relating to each Apartment shall be as set forth on Exhibit "B" attached hereto. All percentage ownership designations in the Declaration are hereby superseded, from this date forward, by those indicated on the attached Exhibit "B".

D. The Association, on behalf of the Owners, hereby quitclaim unto John B. Farren and disclaim any further interest in and to that certain real property described on Exhibit "A" attached hereto and made a part hereof for all purposes together with any and all buildings and improvements located thereon, including, without limitation, specifically those buildings identified as Buildings T, U, V and W on the Declaration.

E. Except as modified herein, the Declaration shall remain in full force and effect.

EXECUTED as of August 14, 1992.

RIDGMAR CROSSROADS CONDOMINIUM
ASSOCIATION, a Texas corporation

By: 
John B. Farren, Jr., President

STATE OF TEXAS S
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COUNTY OF DALLAS S

This instrument was ACKNOWLEDGED before me on August 14, 1992, by JOHN B. FARREN, JR., President of RIDGMAR CROSSROADS CONDOMINIUM ASSOCIATION, a Texas corporation, on behalf of said corporation.

DONNA E. CLINKSCALES
Notary Public, State of Texas
My Commission Expires 05-13-1996


Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Kevin M. Kerr
Attorney at Law
311 Oaks Bank Building
1901 N. Central Expressway
Richardson, Texas 75080

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