

**FIRST AMENDMENT TO  
AMENDED AND RESTATED  
CONDOMINIUM DECLARATION FOR  
THE T & P TERMINAL CONDOMINIUMS**

FILED  
TARRANT COUNTY TEXAS  
2005 JAN 14 PM 2:07  
SUSAN RENDERS  
COUNTY CLERK

This First Amendment ("Amendment") to the Amended and Restated Condominium Declaration for The T & P Terminal Condominiums is executed to be effective as of the 29th day of December, 2004, by THE FORT WORTH TRANSPORTATION AUTHORITY, (hereinafter "Unit 1 Owner"), and ALTA RENAISSANCE L.P., a Georgia limited partnership (hereinafter "Unit 2 Owner"), and THE T&P. TERMINAL CONDOMINIUMS ASSOCIATION, INC. (the "Association").

**RECITALS**

A. The T & P TERMINAL CONDOMINIUMS is a condominium situated in Tarrant County, Texas, created pursuant to that certain Condominium Declaration, recorded in Condominium Record, Volume 26, Page 31, Tarrant County, Texas, which declaration was amended and restated by Amended and Restated Condominium Declaration dated August 5, 2003, recorded in Condominium Record Volume 26, Page 76, Tarrant County, Texas. Such Condominium Declaration, as amended and restated, is hereinafter referred to as the "Declaration". Except as may be otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

B. Section 9.1 of the Declaration provides that, except as otherwise provided in the Declaration, the Declaration may not be amended except by the unanimous vote of the Owners and that any such amendment must be recorded in the Condominium Records of Tarrant County, Texas.

C. The Unit 2 Owner acquired Unit 2 from the Declarant.

D. Unit 2 Owner intends to redevelop Unit 2 into residential apartments, and build new apartments and a parking facility adjacent to the existing structure (the "Redevelopment"). In order to promote the Redevelopment, which will benefit both The Unit 1 Owner and the Unit 2 Owner, all of the Owners of Condominium Units, desire to amend the Declaration as more fully set out below.

**NOW THEREFORE**, in accordance with terms of the Declaration and the provisions of Title 7, Chapter 82 of the Texas Property Code, the parties hereto, constituting all of the Owners of Units in the Condominium, hereby amend the Declaration as follows:

1.

Effective as of the date of this Amendment, Unit 1 Owner and Unit 2 Owner agree that the following described areas of the Property, shall be Limited Common Elements of Unit 2:

- (a) the Façade (defined below) of the Building;
- (b) all areas of the Building described on Exhibit "C" to the Declaration as "mechanical areas";
- (c) the area of the Building described on Exhibit "C" to the Declaration as "freight elevator";
- (d) the areas of the Building described on Exhibit "C" to the Declaration as "stairs";
- (e) The following areas on Floor 1, Mezzanine, and Floors 2 through 12 (inclusive) of the Building as shown on sheets 1 through 14 of Exhibit "C" to the Declaration as General Common Elements:
  - (i) Sheet 1, 1<sup>st</sup> Floor – The revolving door entrance to the west passenger elevator lobby, the southernmost of the 5 passenger elevators (hereinafter "Elevator #5"), and the lobby areas between the passenger elevator lobby and the area identified as the "Concourse";
  - (ii) Sheet 2, Mezzanine Level – Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the Freight Elevator lobby and/or corridor from the Freight Elevator to the east fire stairs, the east fire stairs;
  - (iii) Sheet 3, 2<sup>nd</sup> Floor - Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the Freight Elevator lobby and/or corridor from the Freight Elevator to the east fire stairs, the east fire stairs;
  - (iv) Sheet 4, 3<sup>rd</sup> Floor - Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the "Mechanical Room" shown in the northwest quadrant of the floor, the Freight Elevator lobby and/or corridor from the Freight Elevator to the east fire stairs, the east fire stairs;
  - (v) Sheet 5, 4<sup>th</sup> Floor - Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the "Mechanical Room" shown in the northwest quadrant of the floor, the Freight Elevator lobby and/or corridor from the

Freight Elevator to the east fire stairs, the east fire stairs;

(vi) Sheet 6, 5<sup>th</sup> Floor - Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the "Mechanical Room" shown in the northwest quadrant of the floor, the Freight Elevator lobby and/or corridor from the Freight Elevator to the east fire stairs, the east fire stairs;

(vii) Sheet 7, 6<sup>th</sup> Floor - Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the "Mechanical Rooms" shown in the northwest and northeast quadrants of the floor, the Freight Elevator lobby and/or corridor from the Freight Elevator to the east fire stairs, the east fire stairs;

(viii) Sheet 8, 7<sup>th</sup> Floor - Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the "Mechanical Room" shown in the northwest quadrant of the floor, the Freight Elevator lobby and/or corridor from the Freight Elevator to the east fire stairs, the east fire stairs;

(ix) Sheet 9, 8<sup>th</sup> Floor - Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the "Mechanical Room" shown in the northwest quadrant of the floor, the Freight Elevator lobby and/or corridor from the Freight Elevator to the east fire stairs, the east fire stairs;

(x) Sheet 10, 9<sup>th</sup> Floor - Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the "Mechanical Room" shown in the northwest quadrant of the floor, the Freight Elevator lobby and/or corridor from the Freight Elevator to the east fire stairs, the east fire stairs;

(xi) Sheet 11, 10<sup>th</sup> Floor - Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the "Mechanical Room" shown in the northwest quadrant of the floor, the Freight Elevator lobby and/or corridor from the Freight Elevator to the east fire stairs, the east fire stairs;

(xii) Sheet 12, 11<sup>th</sup> Floor - Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the "Mechanical Room" shown in the northwest quadrant of the floor, the Freight Elevator lobby and/or corridor from the Freight Elevator to the east fire stairs, the east fire stairs;

(xiii) Sheet 13, 12<sup>th</sup> Floor - Elevator #5, the mechanical shaft and/or service closets shown in the most northwestern corner of the floor, the "Mechanical Room" shown in the northwest quadrant of the floor, the Freight Elevator lobby and/or corridor from the Freight Elevator to the east fire stairs, the east fire stairs.

2.

As used in the Declaration, as amended hereby, term "Façade" shall mean the outer portion or exterior of the front, sides and rear of the Building consisting primary of brick and other masonry materials together with any awnings or other structures that may be attached thereto, other than any such awnings or exterior structures specifically designated as part of Unit 1.

3.

In addition to the other easements granted to the Unit 1 Owner by the Declaration, the Unit 1 Owner shall have the following easements:

(a) An irrevocable non-exclusive easement, by use of the freight elevator, for ingress and egress to the roof of the Building, the northeastern corner of the ground floor of the Building, and to the east basement. Such easement is subject to 24-hour prior notification to the Unit 2 Owner of the intention to use the same by the Unit 1 Owner and to the right of accompaniment by the Unit 2 Owner, in its sole discretion, throughout the period in which the Unit 1 Owner utilizes the easement. Notwithstanding the foregoing, the failure or inability of the Unit 2 Owner to exercise such right of accompaniment upon receipt of prior notice as provided for herein shall not impact Unit 1 Owner's right to use the easement granted herein in a manner consistent with this Section. Furthermore, in the event of an emergency, Unit 1 is authorized to use the easements granted herein for the purposes of addressing the emergency situation only and will be required to provide notice to the Unit 2 Owner of such use immediately following the emergency or as soon as otherwise possible. Use of the freight elevator is hereby granted for the limited purpose of providing access to the roof of the Building. Access to the freight elevator shall be by means of the exterior doors on the northeast side of the Building.

(b) An irrevocable non-exclusive easement, by use of the northeastern corner of the ground floor of the Building, the east basement, the east stairs up to the twelfth floor of the Building, through the hallway or corridor on the twelfth floor of the building and use of the west stairs up to the roof, for ingress and egress to roof of the Building. Notwithstanding the foregoing, Unit 1 owner is granted an irrevocable non-exclusive easement by use of the west stairs, as an alternative only, if such use of the twelfth floor hallway or corridor as set forth above is not practical for the purposes of the easement granted herein. Such easement is

subject to 24-hour prior notification to the Unit 2 Owner of the intention to use the same by the Unit 1 Owner and to the right of accompaniment by the Unit 2 Owner, in its sole discretion, throughout the period in which the Unit 1 Owner utilizes the easement. If the Unit 1 Owner desires to use the west stairway as an alternative, the Unit 1 Owner must provide notice of its desire to do so and must receive verbal and /or written approval of the Unit 2 owner prior to exercising such right. Notwithstanding the foregoing, the failure or inability of the Unit 2 Owner to exercise such right of accompaniment upon receipt of prior notice as provided for herein shall not impact Unit 1 Owner's right to use the easement granted herein in a manner consistent with this Section. Furthermore, in the event of an emergency, Unit 1 is authorized to use the easements granted herein for the purposes of addressing the emergency situation only and will be required to provide notice to the Unit 2 Owner of such use immediately following the emergency or as soon as otherwise possible. Use of the east stairs is hereby granted for the limited purpose of providing access to the roof of the Building and east basement. Access to the stairs shall be by means of the exterior doors on the northeast side of the Building. Access to the west stairs from the ground floor shall be by means of the public elevator lobby on the west side of the Building

(c) Unit 2 Owner shall provide Unit 1 Owner with reasonable and workable access to the roof of the Concourse for the purpose of servicing and replacing Unit 1 Owner's HVAC equipment and reasonable and workable access to the roof of the tower for maintenance of the communication equipment thereupon. Unit 1 Owner shall provide 24-hour prior notice to Unit 2 Owner of intention to access the tower roof. Such easement is subject to the right of accompaniment by the Unit 2 Owner, in its sole discretion, throughout the period in which the Unit 1 Owner utilizes the easement. Notwithstanding the foregoing, the failure or inability of the Unit 2 Owner to exercise such right of accompaniment upon receipt of prior notice as provided for herein shall not impact Unit 1 Owner's right to use the easement granted herein in a manner consistent with this Section. Furthermore, in the event of an emergency, Unit 1 is authorized to use the easements granted herein for the purposes of addressing the emergency situation only and will be required to provide notice to the Unit 2 Owner of such use immediately following the emergency or as soon as otherwise possible. Unit 2 Owner reserves the right, in its sole discretion, to accompany Unit 1 owner at all times through the duration of the Unit 1 Owners use of the Concourse roof.

(d) Such easements and access granted in (a) through (c) above may be used by Unit 1 Owner at any time, upon reasonably prior notice to the Unit 2 Owner, provided that the use of such easements shall not unreasonably interfere with Unit 2 Owner's other ongoing or scheduled use.

4.

The cost of all capital improvements to the General Common Elements directly incurred as a result of the Redevelopment will be borne by Unit 2 Owner. Unit 1 Owner and Unit 2 Owner will bear all other Common Expenses in the proportions otherwise agreed to in the Declaration, as amended.

5.

Upon the effective date of this amendment, the proportions of Common Expenses that Unit 1 Owner and Unit 2 Owner are obligated to bear is hereby amended to be as follows:

Unit 1 Owner	3.27%
Unit 2 Owner	96.73%

These percentage distributions shall be included in a new exhibit attached hereto and incorporated into the Condominium Declaration, as amended, as "Exhibit G".

Common Expenses incurred prior to the effective date of this Amendment shall be borne in the prior percentages as set forth in Exhibit "E".

6.

Unit 2 Owner agrees to expend on the Redevelopment sums not less than the sums paid by the Board of Directors of Tax Increment Reinvestment Zone Number Eight, City of Fort Worth, Texas under a Tax Increment Financing Development Agreement and a Façade Lease Agreement entered into with Unit 2 Owner.

7.

Notwithstanding the fact that as a result of this Amendment the Façade is a Limited Common Element of Unit 2, the Unit 1 Owner shall maintain its rights to signage as provided in Section 2.9c4(i)(a) of the Declaration, and Unit 1 Owner shall be responsible for all maintenance related to such signage. Unit 1 Owner shall be responsible for all costs of damage to the Façade due to signage repair.

8.

Unit 2 Owner will replace the roof of the tower portion of the Building as part of the Redevelopment. In addition, Unit 2 Owner shall pay the entire cost of all repairs to the roof of the tower portion of the Building for five (5) years from the date of its replacement, unless such

costs are the result of necessary repair due to damage caused by Unit 1 Owner or losses that are otherwise covered by existing insurance policies as required by Article 5 of the Declaration.

9.

If in the course of Redevelopment, Unit 2 Owner remodels, rebuilds, repairs, restores or replaces any portion of the General Common Elements, then for three years thereafter, Unit 2 Owner shall pay the entire cost of any additional repair or replacement to such portion of the General Common Elements not otherwise caused by normal wear and tear and casualty losses that are otherwise covered by existing insurance policies as required by Article 5 of the Declaration. Notwithstanding the foregoing, during such period of time, the Unit 1 Owner shall pay its proportionate part of the cost of maintenance, necessitated by normal wear and tear of such portion of the General Common Elements, and the full cost of repair and/or replacement necessitated by any damage to the General Common Elements caused by the actions of the Unit 1 Owner.

10.

The reference to Exhibit "E" in Article 4.4 of the Amended and Restated Condominium Declaration for the T&P Terminal Condominiums shall be amended to refer to Exhibit "G" from and after the date hereof, but not before.

11.

The reference to Exhibit "E" in Article 6.4 of the Amended and Restated Condominium Declaration for the T&P Terminal Condominiums is amended to refer to Exhibit "G" from and after the date hereof, but not before.

12.

The Declaration, as amended hereby, will remain in full force and effect. This Amendment shall be effective upon its filing for record in the public records of Tarrant County, Texas, and shall be binding upon and inure to the benefit of all owners of Units in the Condominium and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above stated.

ALTA RENAISSANCE, L.P., a

Georgia limited partnership:

By: Alta Renaissance GP, L.P., its general partner:

By: Wood Alta Renaissance, L.P., its  
general partner:

By: Wood Texas Manager, Inc., its  
general partner:

By: Ryan J. Wearler

Its: VP

THE FORT WORTH TRANSPORTATION AUTHORITY

By: Richard L. Ruddell  
Richard L. Ruddell, President/Executive Director

THE T&P TERMINAL CONDOMINIUMS ASSOCIATION, INC.

By: Ryan J. Wearler

Its: \_\_\_\_\_

By: Richard L. Ruddell  
Richard L. Ruddell

Its: Director

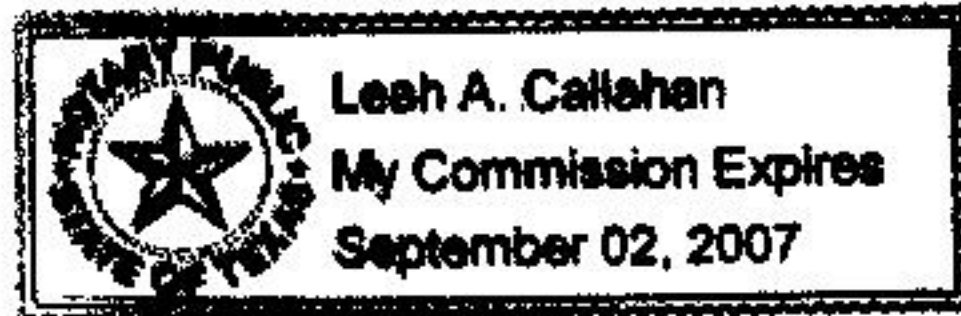
FIRST AMENDMENT TO  
AMENDED AND RESTATED  
CONDOMINIUM DECLARATION

Page 8 of 8

Return To: TPR  
100 E 18th St #630  
Ft. Worth, TX 76102

State of Texas  
County of Harris

Before me, the undersigned authority, on this 4 day of JANUARY, 2005 personally appeared Ryan L. Dearborn, known to me to be a Vice President of Wood Texas Manager, Inc., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein expressed.



Leah A. Callahan  
Notary Public, The State of Texas

State of Texas  
County of Harris

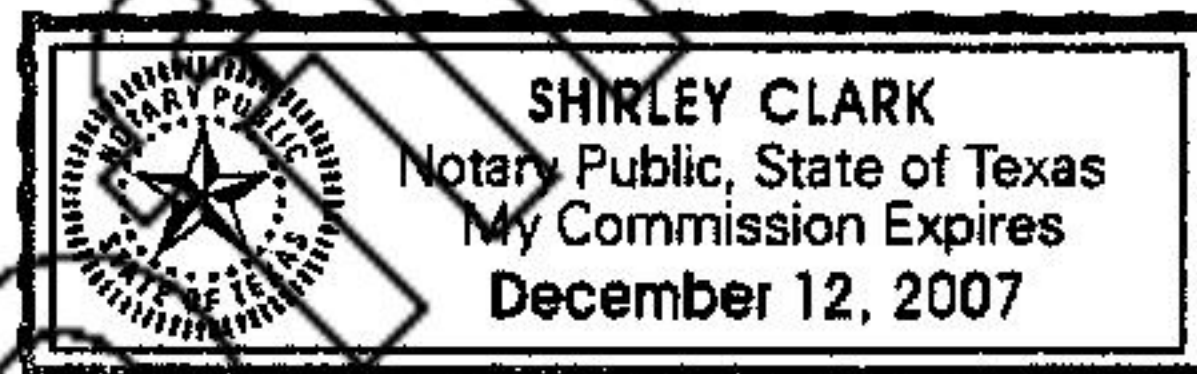
Before me, the undersigned authority, on this 4 day of JANUARY, 2005 personally appeared Ryan L. Dearborn, known to me to be a Director of The T & P Terminal Condominiums Association, Inc., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein expressed.



Leah A. Callahan  
Notary Public, The State of Texas

State of Texas  
County of Tarrant

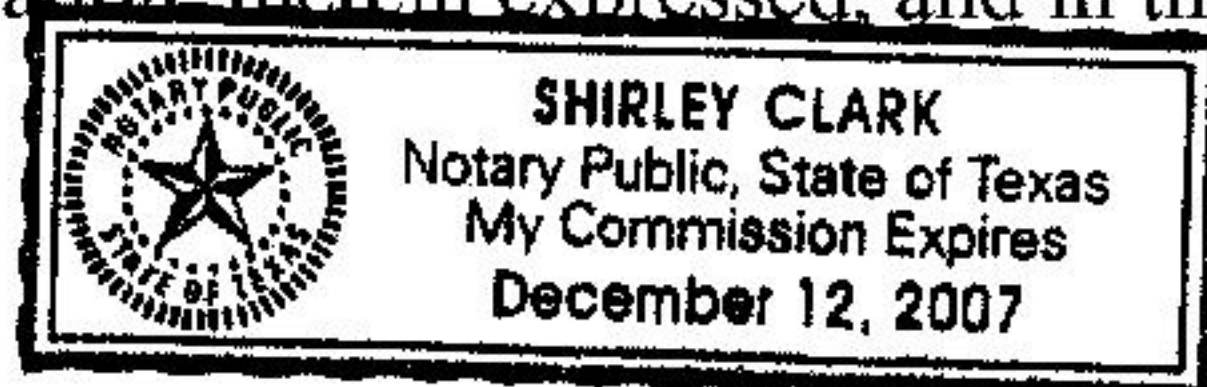
Before me, the undersigned authority, on this 29<sup>th</sup> day of December, 2004 personally appeared Richard L. Ruddell, known to me to be the President of The Fort Worth Transportation Authority, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein expressed.



Shirley Clark  
Notary Public, The State of Texas

State of Texas  
County of Tarrant

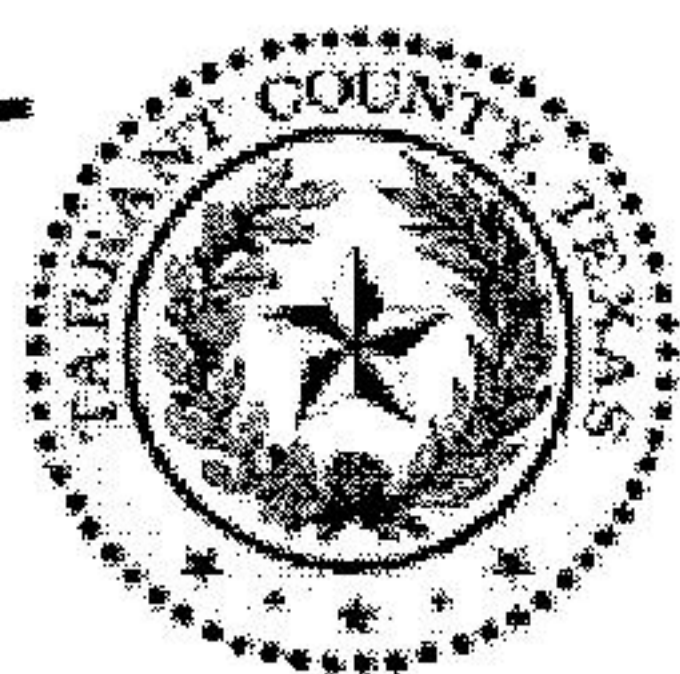
Before me, the undersigned authority, on this 29<sup>th</sup> day of December, 2004 personally appeared Richard L. Ruddell, known to me to be a Director of The T & P Terminal Condominiums Association, Inc., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein expressed.



Shirley Clark  
Notary Public, The State of Texas

T & P Terminal Condo

**CONDOMINIUM RECORD**  
**VOLUME 26 PAGE 93**



T & P RESIDENCES LTD  
100 E 15TH ST 630

FTW TX 76102

Submitter: T & P RESIDENCES LTD

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

Official Copy

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 01/14/2005 02:11 PM  
Instrument #: D205015569  
OPR 10 PGS \$30.00

*[Handwritten signature]*



D205015569

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.