

AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
RIDGEGATE, SECTION ONE (1)

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THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

THIS AMENDED DECLARATION, made on the date hereinafter set forth by the majority of the homeowners in Ridgeway, Section One, as specified in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Declarants"):

W I T N E S S E T H:

WHEREAS, Declarants are the majority of the owners of that certain property known as Ridgeway, Section One, a subdivision in Fort Bend County, Texas, according to the map or plat thereof in Volume 16, page 4 of the Map Records of Fort Bend County, Texas;

WHEREAS, Declarants desire to amend that certain Declaration of Covenants, Conditions and Restrictions imposed on the above described property on July 23, 1973, and filed for record under Volume 642, Page 137, of the Deed Records of Fort Bend County (the "Declaration").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that all of the platted Lots in Ridgeway, Section One, shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with, the real property, and shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof and the RIDGEWAY COMMUNITY IMPROVEMENT ASSOCIATION, and do hereby amend the aforementioned instruments (to the extent the same be valid, subsisting and having any effect upon the herein described property) as herein provided.

I.

Section 4(g) of Article III of the Declaration is hereby amended to read and provide as follows; to-wit:

g. No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum building setback lines as shown on the subdivision plat. The erection of chainlink fences facing upon a street on any Lot is expressly prohibited. No fence, wall or hedge of any sort shall be more than six (6) feet in height.

II.

Section 8 of Article III of the Declaration is hereby amended to read and provide as follows, to-wit:

Section 8. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities. No truck, trailer, boat, automobile or other vehicle shall be stored, parked, or kept on any Lot or in the street in front of the Lot unless such vehicle is in day-to-day use off the premises and such parking is only temporary, from day-to-day; provided, however, that no vehicles shall ever be parked in the right-of-way of West Ridgeway Drive. The storage of an unused vehicle in the garage permitted on any Lot covered hereby shall be permitted. All repair work on vehicles in Ridgeway, Section One, is expressly limited to six (6) consecutive hours. No truck larger than a three-

quarter (3/4) ton pickup truck shall be permitted to park on any Lot or on any street adjoining any Lot unless the said vehicle is engaged in a bona fide commercial delivery or pickup, in which event said vehicle shall not be permitted to park on the Lot or on the street adjoining the Lot longer than six (6) consecutive hours.

III.

Section 13 is hereby added to Article III of the Declaration, which shall read and provide as follows, to-wit:

Section 13. Antennae. Television antennae must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole.

IV.

Section 14 is hereby added to Article III of the Declaration, which shall read and provide as follows, to-wit:

Section 14. Animals. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes or livestock of any kind shall ever be kept in Ridgeway, Section One except that dogs, cats, or other common household pets (not to exceed a total of three adult animals) may be kept by the Owner or Tenant of any Living Unit, provided they are not kept for any commercial purpose.

V.

Section 15 is hereby added to Article III of the Declaration, which shall read and provide as follows, to-wit:

Section 15. Maintenance. (a) The Owner of each Lot shall maintain the same, and the improvements, trees, hedges, and plantings thereon, in a neat and attractive condition.

The Association shall have the right, after twenty (20) days' notice to the Owner of any Lot, setting action intended to be taken by the Association, provided at the end of such time action has not already been taken by such Owner (i) to mow the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance, (iv) to repair or paint any fence thereon which is not in good repair or which is not in harmony with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the rate of ten per cent (10%) per annum, and to pay any attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's property, subject only to liens then existing thereon. The above described process is in addition to and not a limitation of the Association's general authority to pursue legal remedies, including injunctive relief, in the enforcement of restrictive covenants.

(b) The visible use of aluminum foil, bedsheets, newspapers, or other similar materials for interior or exterior window coverings is expressly prohibited.

VI.

Section 1. Joinder by Community Association. The Ridgegate Community Improvement Association joins herein for the purpose of evidencing its approval and acceptance hereof.

Except as herein expressly amended, the Declaration is hereby ratified and declared in full force and effect.

This amended Declaration and the Declaration which this document amends shall in no wise effect, pertain or extend to any property other than Ridgegate, Section One.

EXECUTED this the 18 day of March, 1983.

COMMUNITY ASSOCIATION:

RIDGEGATE COMMUNITY IMPROVEMENT ASSOCIATION

ATTEST:

Norma Greene  
Name: Norma Greene  
Capacity: Vice President  
Ridgegate Community Improvement Association

By: Gary Moore  
Name: Gary Moore, President  
Capacity: Ridgegate CIA

THE STATE OF TEXAS  
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Larry D. Moore,  
President of RIDGEGATE COMMUNITY IMPROVEMENT ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th  
day of March, 1983.

Kathryn Pickering  
NOTARY PUBLIC in and for  
Harris County, T E X A S

My Commission Expires: 3/27/84