

To:

Ridgemont, Sec. 2

218573

CORRECTION OF

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RIDGEMONT PLANNED UNIT DEVELOPMENT

THE STATE OF TEXAS |
COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, by instrument dated September 7, 1972, U. S. HOME CORPORATION OF TEXAS, as Declarant, caused to be filed that certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "said Declaration") recorded in Volume 574, at Page 1 of the Deed Records of Fort Bend County, Texas; which said instrument established Covenants, Conditions and Restrictions on the following described property, to-wit:

RIDGEMONT, SECTION TWO (2), 48.7419 acres out of Reserves "D" and "G", an addition in Fort Bend County, Texas, according to the plat thereof, recorded in Volume 10, Page 11 of the Map Records of Fort Bend County, Texas, and in Volume 187, Page 97 of the Map Records of Harris County, Texas,

being more particularly described by metes and bounds in said Declaration, from which property there has been, or will be, cut out Seventeen (17) Blocks, containing Two Hundred Ninety-Three (293) Tracts, said Blocks being more fully described in said Declaration; and all of the remainder of said property was designated as Common Area; and

WHEREAS, various Sections of said Declaration were incorrectly worded so as to cause confusion in interpretation; and

WHEREAS, Article 1, Section 4, Page 4 of said Declaration reads as follows:

"'Common Area' shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows:

All of the properties above described and the buildings, structures and improvements thereon, SAVE AND EXCEPT the 17 Blocks above described and shall include for example, but not by way of limitation, all private drives and parking areas, recreational facilities, community facilities, swimming pools, pumps, trees, landscaping, pipes, wires, conduits and other public utility lines situated thereon; said 17 Blocks being more particularly described by metes and bounds as follows:
....."

and

WHEREAS, it is the desire and intent of the parties hereto to delete the aforementioned wording from said Declaration and to substitute therefor the

following Article 1, Section 4:

"'Common Area' shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows:

All of the properties above described and the buildings, structures and improvements thereon, SAVE AND EXCEPT the 17 Blocks above described and shall include for example, but not by way of limitation, all private drives, sidewalks, parking areas, recreational facilities, community facilities, swimming pools, pumps, trees and landscaping situated thereon; said 17 Blocks being more particularly described by metes and bounds as follows:"

and

WHEREAS, Article 1, Section 5, Page 13 of said Declaration reads as follows:

"'Tract' shall mean and refer to that portion of any of the 293 plots of land on which there is or will be built a detached single family dwelling. There is excepted herefrom the hereinbefore described Common Area. Declarant shall be the owner of all of the said 293 Tracts SAVE AND EXCEPT only those particular Tracts which Declarant conveys in fee simple title by recordable deed from and after the date hereof."

and

WHEREAS, it is the desire and intent of the parties hereto to delete the aforementioned wording from said Declaration and to substitute therefor the following Article 1, Section 5:

"'Tract' shall mean and refer to any of the 293 plots of land located in the hereinbefore described Blocks One (1) through Seventeen (17) inclusive, on which there is or will be built a detached single family dwelling. There is excepted herefrom the hereinbefore described Common Area."

and

WHEREAS, Article 4, Section 8, Pages 17-18 of said Declaration reads as follows:

"The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Tract to secure the payment of monies advanced and used for purposes of purchasing and/or improving such Tract. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessment thereafter becoming due or from the lien thereof."

and

WHEREAS, it is the desire and intent of the parties hereto to delete the aforementioned wording from said Declaration and to substitute therefor the following Article 4, Section 8:

"The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage(s) or purchase-money mortgage(s) granted or created by the Owner of any Tract to secure the payment of monies advanced and used for purposes or purchasing and/or improving such Tract. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessment thereafter become due or from the lien thereof."

and

WHEREAS, Article 8, Section 2, Page 22 of said Declaration reads as follows:

"An underground electric distribution system will be installed which shall service all of the Tracts in the Ridgemont P.U.D. Homeowners Association. The owner of each Tract with underground service shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment to such company's installed transformers or energized secondary junction boxes, such point designated by such company at the property line of each such Tract. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Said Owner also shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on such Owner's Tract. For so long as underground service is maintained, the electric service to such Tracts shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current."

and

WHEREAS, it is the desire and intent of the parties hereto to delete the aforementioned wording from said Declaration and to substitute therefor the following Article 8, Section 2:

"An underground electric distribution system will be installed which shall service all of the Tracts in the Ridgemont P.U.D. Homeowners Association. For so long as underground service is maintained, the electric service to such Tracts shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current."

NOW, THEREFORE, for and in consideration of the premises, it is agreed by and between the parties hereto that the aforementioned Sections of said Declaration as recorded in Volume 574, at Page 1 of the Deed Records of Fort Bend County, Texas, are hereby deleted and the corrected Sections as called out herein are in all things substituted therefor.

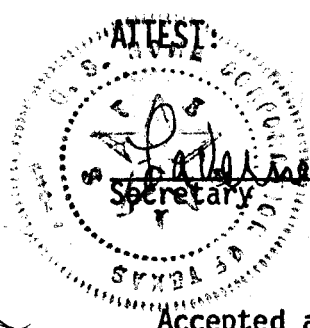
In all other things said Declaration is hereby ratified and confirmed and it is agreed by and between the parties hereto that this correction instrument relates back to and is effective as of September 7, 1972.

Signed this 14th day of December, 1972.

DEED VOL. 579 PAGE 808

U. S. HOME CORPORATION OF TEXAS

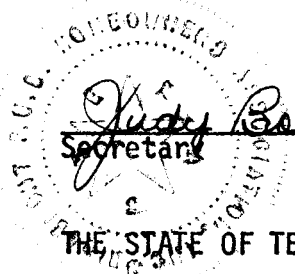
By *Charles Monaco*
Charles Monaco, President



Accepted and agreed to this 14th day of December, 1972.

ATTEST:

RIDGEMONT P.U.D. HOMEOWNERS ASSO-
CIATION, INC.



By *Harlan E. Smith*
Harlan E. Smith, Vice President

THE STATE OF TEXAS |
COUNTY OF |

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Charles Monaco, President of U. S. HOME CORPORATION OF TEXAS, a Texas corporation, 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 14th day of December, A.D., 1972.

Jean E. Choate
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS |
COUNTY OF |

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Harlan E. Smith, Vice President of RIDGEMONT P.U.D. HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, 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 14th day of December, A.D., 1972.

Jean E. Choate
Notary Public in and for
Harris County, Texas



FILED FOR RECORD

AT 9:50 O'CLOCK a M.

DEC 14 1972

Ella Maeck
County Clerk, Fort Bend, Co., Tex.

Return to:

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ATTORNEY AND COUNSELLOR AT LAW
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