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**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
OF THE RIDGE AND ASSIGNMENT OF RIGHTS**

This Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of The Ridge and Assignment of Declarant's Rights (this "Amendment") is made as of April 10, 2012, by Justin X. Duprie and Frio Pecan Farm, L.P., a Texas limited partnership (collectively referred to herein as "Declarant").

RECITALS

A. Declarant entered into the Declaration of Covenants, Conditions, Easements and Restrictions of The Ridge dated April 15, 2010, filed of record in Volume 38, Page 693 of the Official Public Records of Real County, Texas, (the "Original Declaration") and further entered into the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of The Ridge dated November 12, 2010, filed of record in Volume 44, Page 408 of the Official Public Records of Real County, Texas (the "First Amended Declaration"), the Original Declaration and First Amended Declaration being referred to herein collectively as the "Declaration."

B. The Declaration provides that Declarant may unilaterally amend the Declaration for any purpose until December 31, 2015.

C. Declarant desires to amend specific provisions of the Declaration as provided in this Amendment and to preserve the Declaration in all other respects.

D. This Amendment covers all that certain real property ("the Property") located in Real County, Texas, described as follows:

Tracts 1 to 42 of The Ridge, a subdivision located in Real County, Texas, as more completely described in the plat recorded in Volume 1, Page 173 of the Plat Records of Real County, Texas (as may be amended from time to time hereafter, the "Plat"), together with the Common Areas (as defined below). The Property is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

E. Declarant has devised a general plan for the development of the Property as a whole, with specific provisions for particular parts and tracts of the Property. This general plan provides a common scheme of development designed to perpetuate the natural environment of the Property, preserve and propagate the wildlife on the Property for the use of the Owners, and protect and safeguard the value of the Property.

F. This general plan will benefit the Property in general, each Tract, Declarant, each Owner, and each successive owner of an interest in the Property or any Tract.

AMENDMENT

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1. In accordance with both the doctrines of restrictive covenant and implied equitable servitude, Declarant hereby restricts the Property according to the following covenants, conditions, easements and restrictions in furtherance of this general development plan for the Property and declares that all of the Property and each Tract shall from and hereafter the date hereof be held, sold, and conveyed subject to the following covenants, conditions, easements and restrictions. The Declaration is hereby restated and remains in full effect except as amended herein:

(a) Paragraph 34 of the Declaration is deleted in its entirety and the following is substituted in place thereof:

34. As used herein:

(a) "Living Unit" means one or more residential structures that are integrated in design to accommodate a cohesive group of persons. A Living Unit may be a traditional "Primary Residence" with or without an adjoining or detached "Secondary Residential Structure." The Primary Residence must meet the minimum square footage requirements found in 35. (b) of the First Amended Declarations irrespective of whether there is a Secondary Residential Structure. A Living Unit does not include traditional multi-family housing units, apartments, condominiums, or similar structures. The ACC will determine whether a proposed structure is a "Living Unit" for the purposes of this Declaration.

(b) "Primary Residence" means a single structure single-family residence that is intended to be the full-time or part-time residence of each Owner as to a particular Tract.

(c) "Secondary Residential Structure" means a guesthouse, pool house, servant's quarters or like structure.

(d) "Outbuilding" means a non-residential structure such as a pump house, well house, workshop, barn, or tool shed.

(b) Paragraph 43 of the Declaration is deleted in its entirety and the following is substituted in place thereof:

43. The Initial Association Capitalization Fee will be One Thousand and No/100ths Dollars (\$1,000.00) per Tract, payable at the closing of the initial purchase of such Tract from the Declarant. The Board of Directors may change the Initial Association Capitalization Fee from time to time. Thereafter, Regular Assessments include both Annual Assessments and Transfer Fee Assessment set forth herein. The Board of Directors may change the Regular Assessments from time to time.

A. Annual Assessments. Beginning on January 1, 2013, and until changed in accordance herewith by the Association, (i) the Annual Assessment for any Tract that is not a part of a Combined Tract (as such term is defined in the Association's Certificate of Formation) shall be ~~One~~ **One Thousand Two Hundred and No/100ths Dollars (\$1,200.00)**, (ii) the Annual Assessment for any Combined Tract made up of two (2) Tracts shall be ~~One~~ **One Thousand Eight Hundred and No/100ths Dollars (\$1,800.00)**, and (iii) the Annual Assessment for any Combined Tract made up of three (3) or more Tracts shall be ~~Two Thousand Four Hundred and No/100ths Dollars (\$2,400.00)~~ **Two Thousand Four Hundred and No/100ths Dollars (\$2,400.00)**.

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B. Transfer Fee Assessment. In addition to the Annual Assessments, until changed in accordance herewith by the Association, each owner shall pay to the Association a Transfer Fee Assessment of ~~One Thousand and No/100ths Dollars (\$1,000.00)~~ **One Thousand and No/100ths Dollars (\$1,000.00)** upon each conveyance of a Tract.

Each Annual Assessment shall be due and payable on January 1st unless the Board of Directors by majority vote determines an alternate date for such payment. The obligation to pay Annual Assessments shall commence on the date of the sale, transfer or other conveyance of a Tract to another Owner. In fixing the amount of the Annual Assessments, the Board of Directors of the Association may, but shall not be required to, add reasonable anticipated depreciation and necessary replacement and repair of capital assets and improvements and may from time to time establish one or more funds or accounts to accumulate amounts deemed necessary therefore.

2. The above amended and substituted language shall not apply to Living Units or Outbuildings already in existence or for which construction has begun as of the date of this amendment; however, said amended and substituted language shall be applicable to all future construction on the Property hereafter.

3. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BUEHRING FRIO CANYON INVESTMENTS LLC, a Texas limited liability company ("LLC"), Justin X. Duprie and Frio Pecan Farm, L.P., a Texas limited partnership, hereby grant, sell, set over, transfer and assign to BUEHRING FRIO CANYON INVESTMENTS LLC, a Texas limited liability company, and its successors and assigns, all rights, title, interest, powers, privileges, benefits, and obligations of Justin X. Duprie (including those received in any marital dissolution proceeding) and Frio Pecan Farm, L.P., a Texas limited partnership, as Declarant under the Declaration. The Declaration is hereby further amended by substituting BUEHRING FRIO CANYON INVESTMENTS LLC, a Texas limited liability company, in the place of Justin X. Duprie and Frio Pecan Farm, L.P., a Texas limited partnership, as the "Declarant" for all purposes under the Declaration. BUEHRING FRIO CANYON INVESTMENTS LLC, a Texas limited liability company, shall hereinafter have all rights to act and exercise all rights, title, interest, powers, privileges, benefits, and obligations as the Declarant under the Declaration, including the right to further amend the Declaration as stated therein.

DECLARANT:

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Frio Pecan Farm, L.P., a Texas limited partnership	7024	DR	57	71

By: Frio Pecan Farm Management, Inc., a Texas corporation, its general partner

By: John H. Seibert, Jr.
John H. Seibert, Jr., President

JUSTIN X. DUPRIE

State of _____ §

County of _____ §

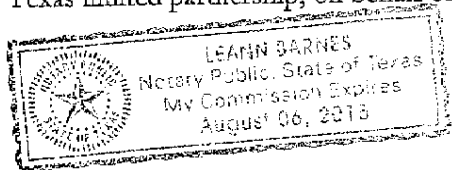
This document was acknowledged before me on this ____ day of April, 2012, by Justin X. Duprie.

NOTARY PUBLIC, State of _____

State of Texas §

County of Real §

This document was acknowledge before me on this 9 day of April , 2012, by John H. Seibert, Jr., President of Frio Pecan Farm Management, Inc., a Texas corporation, general partner of Frio Pecan Farm, L.P., a Texas limited partnership, on behalf of said limited partnership.



Leann Barnes
NOTARY PUBLIC, State of Texas

Exhibit "A" Property Description

DECLARANT:

	Doc#	BK	Vol	Pa
Frio Pecan Farm, L.P., a Texas limited partnership	7054	02	57	72

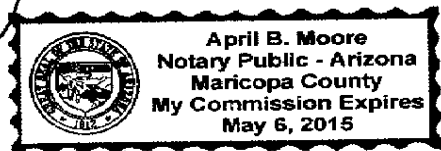
By: Frio Pecan Farm Management, Inc., a Texas corporation, its general partner

By: _____
John H. Seibert, Jr., President

Justin X. Duprie

JUSTIN X. DUPRIE

State of Arizona §
County of Maricopa §



This document was acknowledged before me on this 6 day of April, 2012, by Justin X. Duprie.

April B. Moore

NOTARY PUBLIC, State of Arizona

State of Texas §
County of _____ §

This document was acknowledge before me on this ____ day of April, 2012, by John H. Seibert, Jr., President of Frio Pecan Farm Management, Inc., a Texas corporation, general partner of Frio Pecan Farm, L.P., a Texas limited partnership, on behalf of-said limited partnership.

NOTARY PUBLIC, State of Texas

Exhibit "A" Property Description

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**FIELD NOTES
112.01 ACRES
REAL COUNTY, TEXAS**

Being a 112.01 acre tract of land out of the Mary Mitchell Survey Number 606, Abstract Number 570, in Real County, Texas, said tract being more particularly described by meter and bearing as follows:

BEARING $S89^{\circ}01'25''W$ a distance of 3514.15 feet to a fixed corner point in the east right of way line of P. M. 1120 for the northwest corner of the herein described tract, said point being $S64^{\circ}25'23''E$ a distance of 1044.57 feet from the southeast corner of the John Mitchell Sur. No. 604 and the northwest corner of the Mary Mitchell Sur. No. 606;

TRENCH $N07^{\circ}07'02''W$ along the east right of way line of P. M. 1120 a distance of 1012.00 feet to a point for the northwest corner of the herein described tract;

TRENCH $N88^{\circ}05'47''E$ a distance of 490.01 feet to a point in a line for the northeast corner of the herein described tract;

TRENCH $S07^{\circ}04'51''E$ along said fence a distance of 722.00 feet to a fixed corner fence post for the most easterly corner of the herein described tract;

TRENCH from fixed fence post to fixed fence post as follows:

- $S07^{\circ}01'25''W$ - 3514.15 feet,
- $S07^{\circ}07'02''E$ - 490.01 feet, and
- $S07^{\circ}04'51''E$ - 722.00 feet to the POINT OF BEGINNING.

Said tract containing 112.01 acres of land, more or less.

These field notes are made from a survey and drawing made under my supervision dated May 10, 2001.

[Signature]
 David R. Wheeler
 Registered Professional Land Surveyor No. 1557

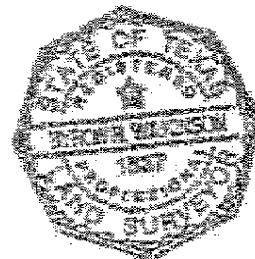


EXHIBIT "A"

