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Fort Bend County Texas  
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**AFTER RECORDING RETURN TO:**

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**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LIBERTY RIDGE**

**[FORT BEND COUNTY, TEXAS]**

Declarant: **CENTURY LAND HOLDINGS OF TEXAS, LLC**, a Colorado limited liability company

**Cross reference to Declaration of Covenants, Conditions and Restrictions for Liberty Ridge, recorded as Document No. 2018057995 in the Official Public Records of Fort Bend County, Texas.**

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
LIBERTY RIDGE**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Liberty Ridge (the “**Amendment**”) is made by **CENTURY LAND HOLDINGS OF TEXAS, LLC**, a Colorado limited liability company (“**Declarant**”) as follows:

**RECITALS**

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Liberty Ridge, recorded under Document No. 2018057995 in the Official Public Records of Fort Bend County, Texas (the “**Declaration**”).

B. Pursuant to *Section 9.03* of the Declaration, the Declaration may be amended by Declarant acting alone and unilaterally.

C. Declarant desires to amend the Declaration as set forth herein below.

**NOW, THEREFORE**, Declarant hereby amends and modifies the Declaration as follows:

1. **Definitions.** The following definition is hereby added to *Article 1* of the Declaration:

“**Fence Maintenance Services**” means the repair and maintenance of the eight foot (8’) tall perimeter fencing along the rear boundary line of each Lot (the “**Perimeter Fence**”) and includes the following: (a) replacement of rotted wood; (b) repair or replacement of damaged gates; (c) repair or replacement of damaged posts; (d) staining repaired or replaced components of the Perimeter Fence; and (e) re-staining the Perimeter Fence at least once every four (4) years. The Board shall determine, in its sole discretion, whether to repair versus replace components of the Perimeter Fence. Notwithstanding the forgoing, the Board will have the right to modify the Fence Maintenance Service provided hereunder from time to time.

2. **Fence Maintenance Services.** The following is added as *Section 4.16* to the Declaration:

**4.16 Fence Maintenance Services.**

(a) **Generally.** The Association will cause the Fence Maintenance Services to be provided to each Lot; accordingly, the Association is hereby granted an easement over and across each Lot to the extent reasonably necessary or convenient for the Association or its designated contractor to perform the Fence Maintenance Services. Access to each Lot is limited to Monday through

Friday, between the hours of 7 a.m. until 6 p.m., and then only in conjunction with actual performance of Fence Maintenance Services. If the Association damages any Improvements located on a Lot in exercising the easement granted hereunder, the Association will be required to restore such Improvements to the condition which existed prior to any such damage, at the Association's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

(b) Dates. The Association or its designee may, from time to time, provide each Owner with a schedule of dates on which the Fence Maintenance Services will be performed.

(c) Cost. The cost of all Fence Maintenance Services will be a Common Expense. Notwithstanding the forgoing, in the event Fence Maintenance Services are due to negligence or willful misconduct of an Owner or Resident, as determined by the Board in its sole discretion, the cost of such maintenance or repair may be levied as an Individual Assessment.

(d) Owner or Resident Repair. Subject to the maintenance responsibilities herein provided, any fence maintenance or repair performed by an Owner or Resident that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Resident and the Owner and Resident shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

(e) THE ASSOCIATION SHALL NOT BE LIABLE TO ANY OWNER OR RESIDENT FOR LOSS OR DAMAGE, BY THEFT OR OTHERWISE, OF ANY PROPERTY WHICH MAY BE STORED IN OR UPON THE LOT. THE ASSOCIATION SHALL NOT BE LIABLE TO ANY OWNER OR RESIDENT FOR ANY DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY THE ASSOCIATION'S FAILURE TO DISCHARGE ITS RESPONSIBILITIES UNDER THIS SECTION 4.16. NO DIMINUTION OR ABATEMENT OF ASSESSMENTS SHALL BE CLAIMED OR ALLOWED BY REASON OF ANY ALLEGED FAILURE OF THE ASSOCIATION TO TAKE SOME ACTION OR PERFORM SOME FUNCTION REQUIRED TO BE TAKEN OR PERFORMED BY THE ASSOCIATION UNDER THIS DECLARATION OR FOR INCONVENIENCE OR DISCOMFORT ARISING FROM THE MAKING OF REPAIRS OR IMPROVEMENTS WHICH ARE THE RESPONSIBILITY OF THE ASSOCIATION OR FROM ANY ACTION TAKEN BY THE ASSOCIATION TO COMPLY WITH APPLICABLE LAW.

3. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this

Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective on the 24 day of DECEMBER, 2019.

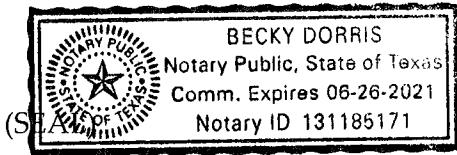
**DECLARANT:**

**CENTURY LAND HOLDINGS OF TEXAS, LLC,**  
a Colorado limited liability company

By: Victoria Holsey  
Name: VICTORIA HOLSEY  
Title: HOA BOARD MEMBER

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

This instrument was acknowledged before me this 24 day of December, 2019, by Victoria Holsey, HOA Board Member of Century Land Holdings of Texas, LLC, a Colorado limited liability company, on behalf of said limited liability company.



Becky Dorris  
Notary Public Signature