

257/208

No. 2607

Ponderosa Ridge

Restrictions

RESTRICTIONS FOR PONDEROSA RIDGE

THE STATE OF TEXAS :
COUNTY OF POLK :

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, A. A. WEISS, the owner of all that certain real property in Polk County, Texas, known as PONDEROSA RIDGE Sections One through Four (said sections being sometime referred to herein jointly as "the Subdivision"), according to the map or plat of PONDEROSA RIDGE filed for record in the Office of the County Clerk of Polk County, Texas, on June 30th, 1971, and recorded in Volume 4, Page 37 of the Map Records of Polk County, Texas, to which plat and the record thereof reference is here made for full and particular description of said real property: and

WHEREAS, Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots in the Subdivision for the benefit of the present and future owners of said lots and for the protection of property values in the Subdivision:

NOW, THEREFORE, in consideration of the premises, Developer does hereby adopt and impress upon the premises aforesaid the following declarations, reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Subdivision, including the dedicated roads, avenues, streets and waterways therein, and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following provisions, regardless of whether or not the same are set out in full or by reference in any such contract or deed:

RESERVATIONS

1. The Grantors, for themselves, their heirs, executors or assigns, hereby reserve the right without further assent or permit

from the Grantee, his, her, their, or its successor in title, to himself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lot abuts, or upon any part of said lot at the election of Grantors, electric light, telephone and telegraph poles and wires; water, sewer and gas lines and pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Grantors or any public utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, streets avenues and ways, and only in and on any lot or tract herein above described when necessary to effect any of the foregoing purposes and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconveniences caused thereby against Grantors, or any public utility company or municipality or any of its agents or servants are hereby waived by the Grantee for (his, her, its, self) and (his, her, their, its) successors in title.

No dedication to public use of roads, alleys, ways, is intended by a deed. The lots, ways or alleys referred to are meant to include those either developed or to be developed in PONDEROSA RIDGE SUB-DIVISION by the said A. A. Wells, his heirs or assigns, reserve title to streets and alleys and reserve the right to dedicate such streets and alleys to the use of the public.

2. The land to be conveyed hereunder shall be subject to the reservation of minerals in and under the property and premises conveyed hereby and subject to any and all oil and gas leases affecting such land and subject to all easements, rights-of-way, stipulations restrictions, and reservations of record affecting such land.

RESTRICTIONS

For the purposes of setting forth a substantially uniform plan of Development, A. A. Wells, owner of PONDEROSA RIDGE SUB-DIVISION, does hereby covenant and provide that he, his heirs, administrators and assigns, and all parties holding title by, through, and under him shall hold such lands subject to the following restrictions running with the land, which shall be observed by themselves, their heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described and further provided that the said A. A. Wells may select a tract for location of a water well and facilities.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1st, A. D. 2000, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the then owners of the lots and tracts has been recorded, agreeing to change said covenants in whole or in part.

2. The said owners of lots purchased in said PONDEROSA RIDGE SUB-DIVISION shall pay the sum of Twenty and No/100 (\$20.00) Dollars on each lot purchased on the 10th day of March each year, beginning on the 10th day of March 1972 to the said A. A. Wells, his heirs or assigns, to be used for the upkeep of the roads and park in said Sub-Division, as set out in said plats of said Sub-Division, and only the lot owners which pay the assessments shall have the right to the use of the roads and park, this being in the form of an assessment to run with the ownership of said lot. After the year 2000 a petition may be drawn by the property owners in PONDEROSA RIDGE, requesting the discontinuance of said assessment, signed by two-thirds (2/3) of the majority of said property owners, having one (1) vote for said lot. After being duly signed by two-

211

thirds (2/3) of the majority, and presented to said A. A. Wells, his heirs or assigns, the property owners, may, at their option, declare said assessment null and void. A. A. Wells reserves the right to appoint one of the property owners or anyone he deems fit, to collect and disburse the monies received from said assessment, the purpose of this appointment being to relieve A. A. Wells of any duties or obligations connected with PONDEROSA RIDGE and A. A. Wells, his heirs and assigns assume no responsibility whatsoever of their appointed trustee, but the property owners have a right to draw up a petition requesting the firing of said trustee and naming a new appointee of their choice, said petition being signed by two-thirds (2/3) of the property owners.

If property owners sell any portion of their land, they are to notify this office, at once, of the name and address of the buyer so that we might collect Ground Upkeep from said owner.

3. The land hereby conveyed shall be used for the purpose of one private single family residence per lot and appropriate uses accessory thereto. No building shall be erected on any one lot except one private family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building or structure shall be erected within twenty (20) feet of any of the front lines of said lot. No building or structure of any sort shall be erected within five (5) feet of the side lines of said lot. No structure shall be erected or placed on said lot unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper, rolled brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. All structures must comply with government laws, and regulations, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by the Grantor of compliance with such laws and regulations.

No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the State and local departments of health, and shall be maintained accordance with applicable state and county laws. All plumbing and drains must be connected with water tight septic tanks of approved construction. No sign of any description may be erected or placed upon any portion of the land without the express written approval of the Grantor, his heirs, executors or assigns. No garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed on said lot shall be completed within one (1) year from date of commencement of construction thereof and shall contain not less than Seven Hundred (700) square feet of floor space, exclusive of porches and garage.

4. The land conveyed hereunder shall be used for residential purposes only, except those lots which are designated on the official plat of said addition as being commercial lots, and except those lots which may from time to time be designated by Grantor, his heirs or assign or executor, for business, recreational or commercial purposes. Agreement on establishing business shall be attached as a rider on this contract, the purpose of this being that no business shall be offensive or any eyesore, such as a chicken processing plant or a junk yard, etc., or any business that will devalue this property. Toolhouses, temporary tents and camping trailers will be permitted provided they are neat and have a pleasing exterior. Permanent trailer houses will be allowed provided they are factory designed, neat in appearance and have adequate bathroom facilities properly attached to a septic tank and field drain line.

5. No animals shall be kept or maintained on the premises except customary household pets without the written consent of Grantors, and then they must have minimum of 8 lots together, and in no case shall they keep animals which would be offensive to other property owners such as hogs, goats and etc.

6. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot and shall be binding upon the Grantee's heirs, executors, administrators and assigns. The Grantor reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonably necessary or desirable.

7. No hunting shall be allowed in any area of this Sub-Division.

8. Grantor, his heirs or assigns, reserve the right to change any of the covenants or stipulations concerning the use of any of the rights-of-way and easements as the conditions and development of said Sub-Division shall warrant, and which shall, in the opinion of said Grantor, his heirs or assigns shall be reasonable, and the purpose of said covenants and restrictions is for the protection of the lot owners in this Sub-Division.

9. Grantor reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants or agreements or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to the one occurring prior or subsequently thereto, and invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, or any part thereof, which shall remain in full force and effect, and any written approval by the Grantor, his heirs and assigns, of any act shall be subject to any municipal, county, state or federal rules, regulations or laws.

10. Lot owners assume liability for any injury to himself or any member of his family or guests while in or on any of the PONDEROSA RIDGE property.

11. The ditches and culverts in front of each lot shall be

kept open, and only the size culverts recommended by the County Commissioner in that precinct shall be installed.

WITNESS MY HAND this the 30th day of June

A. D. 19 71.

A. A. Wells

A. A. WELLS

THE STATE OF TEXAS :

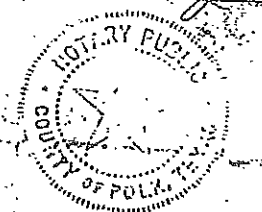
COUNTY OF POLK :

BEFORE ME, THE undersigned, a Notary Public in and for said County and State, on this day personally appeared A. A. WELLS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of June, 19 71.

Louis J. Little

Notary Public in and for Polk County, Texas.



THE STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 30 day of June, 1971 at 1:45 o'clock P. M. and was this day duly recorded at 11:20 o'clock A. M. in Volume 257 Pages 308 of the Deed Records of said County.

Witness my hand and official seal at office in Livingston this 7 day of July, 1971.

K. W. KENNEDY

Clerk, County Court, Polk County, Texas

By Judy Walden Deputy

