

197/348

RESTRICTIONS

FOR

5188

PONDEROSA ESTATES

BLOCKS 1, 2, 3, 4 & 5

The following conditions, covenants, restrictions, and reservations which shall be in effect until January 1, 1989, and shall be deemed and held to be covenants running with the land and binding upon the Purchaser, his heirs and assigns, and shall be incorporated in the deed to be executed hereunder, and shall automatically be extended for successive periods of ten years each, unless by a vote of the majority of the then owners of the lots in said addition it is agreed to change said covenants, conditions and restrictions, in whole or part, to wit.

All the lots shall be used for residential purposes only with exception of tracts designated as "Commercial" by the Corporation. No noxious or offensive trades or activities shall be carried on in any of the lots or tracts in this subdivision, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No lot or tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the United States, State of Texas, and County of

No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity. No animals may be kept for commercial or breeding purposes. Hogs, swine, or goats will not be permitted.

No residence shall be built with an area of less than 900 square feet of living area, exclusive of garage and open porches. Residences shall be built at least 50 feet from the roadways as dedicated and shall face same. The front exterior of residences shall be 90% brick or masonry. Any Material other than brick, stone, asbestos or material not commonly decorated or painted, shall be painted with at least two coats of paint. All buildings AND RESIDENCES MUST BE APPROVED BY CORPORATION.

located to the rear of the residence except that garages may be attached to residence. No building shall be erected or constructed nearer than 10 feet from any side or rear property line nor nearer than 50 feet to side or front street property line. Barns and outbuildings may not be built closer than 75 feet to front street property line.

No more than one residence shall ever be built or maintained on any single tract. When construction of any improvements is begun it shall be completed with reasonable diligence and no construction material or equipment shall be stored on property except as construction is begun and continued with reasonable diligence. Exterior of any building must be finished within 5 months from time material is delivered.

Whenever a residence is established on any tract, it shall provide an inside toilet and shall be connected with adequate septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. Outside toilets are strictly prohibited. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision, and drainage of septic tanks or sewerage into roads, lake, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision or by public body. The purchaser of a parcel of land in the subdivision shall, upon constructing any residence upon his tract, or any person making use of his tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property, and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.

Mobile homes (minimum of 500 sq. ft. living area) will be allowed. There shall be no debris of any type, dirt or other material dumped or placed on any road easement or into ditch or drainage area. No accumulation of trash, garbage or brush will be permitted except that brush which may be accumulated in normal clearing procedures. This must be disposed of promptly, in order to avoid fire hazard. No inoperable cars, trucks, boats or other unsightly objects, such as used equipment will be allowed on property.

Any violation of any of the foregoing restrictions will cause a member to forfeit his entire contract and the Corporation shall have authority and right to give him 10 days notice to remedy the situation, failure of which will cause him to be required to move immediately, and his lot shall be sold by the Corporation to the highest bidder, and the departing member shall be reimbursed his money or equity he has in such lot after the money is received from the accepted bidder, and only to the extent of net proceeds of sale; or if the parties hereto or anyone of the purchasers in this subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, the seller or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions and either prevent such person, or persons, from so doing by prohibitive or mandatory injunction, and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgement or court order shall in no wise effect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

The purpose of foregoing restrictions is to maintain a high standard of living conditions and thereby make it a desirable residential section. It is understood and agreed that, should a violation, of any of the foregoing covenants and restrictions by a Purchaser occur in said subdivision, the Seller is in no wise responsible, either financially or otherwise, but will use its best efforts through Sales Agents to adjust any violations.

These restrictions may be amended or changed by the owners of the majority of lots, at a called meeting by the Corporation, and a simple majority vote rules.

I have read the above restrictions and understand that the property I am purchasing is subject to these restrictions.

YOU HAVE THE OPTION TO VOID YOUR CONTRACT OR AGREEMENT BY NOTICE TO THE SELLER IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTER-STATE LAND SALES REGISTRATION, U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF, OR AT THE TIME OF YOUR SIGNING THE CONTRACT OR AGREEMENT. IF YOU RECEIVED THE PROPERTY REPORT LESS THAN 48 HOURS PRIOR TO SIGNING THE CONTRACT OR AGREEMENT YOU HAVE THE RIGHT TO REVOKE THE CONTRACT OR AGREEMENT BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE CONSUMMATION OF THE TRANSACTION. A business day is any calendar day except Sunday, or the following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving, and Christmas.

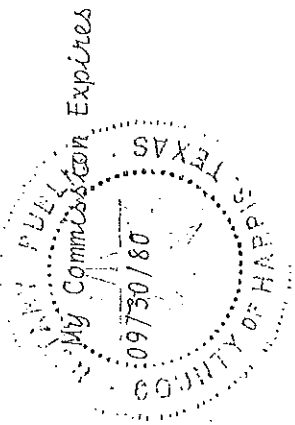
Purchaser

PONDEROSA DEVELOPMENT CO.

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared R. P. GANCHAN, President of PONDEROSA DEVELOPMENT COMPANY, 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 considerations therein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY AND SEAL OF OFFICE this the 4th day of
September, 1980.



Kathlene Leger
Notary Public in and for
Harris County, TEXAS

FILED
FOR RECORD

OCT 20 1980

2:15 Pm

Mrs. Imogene H. Trapp, County Clerk
San Jacinto County, Texas

Return to Stan
Ponderosa Development
4901 Richmond Ave
Houston Tex 77027