

BREWER, BROWN & WHEAT
ATTORNEYS
SUITE 300 LNG TOWER
7919 ALLEN PARKWAY
HOUSTON, TEXAS 77019
713/526-8888

103111 OF 725005 1ST A PD
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
PONDEROSA TRAILS, SECTION ONE (1)

115.00

103-90-1437

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made on the date hereinafter set forth by SHIRLEY DEVELOPMENT CORPORATION, a Texas corporation, hereinafter referred to as "Declarant"), acting herein by and through hereunto duly authorized officers, as follows:

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain 24.523 acre tract of land situated in Harris County, Texas, which is more particularly described as:

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Lots One (1) through Four (4), both inclusive, in Block One (1);

Lots One (1) through Thirteen (13), both inclusive, in Block Two (2);

Lots One (1) through Seven (7), both inclusive, in Block Three (3);

Lots One (1) through Four (4), both inclusive, in Block Four (4);

AMERICAN TITLE COMPANY
HARRIS COUNTY CLERK
HARRIS COUNTY, TEXAS

AUG 15 2 04 PM 1978

All of said lots being in PONDEROSA TRAILS, SECTION ONE (1), according to map or plat thereof, recorded in Volume 271, Page 145, Map Records of Harris County, Texas;

leg

RETURN TO
AMERICAN TITLE COMPANY
HARRIS COUNTY ABSTRACT CO.
3RD FLOOR MILLS ESPERSON BLDG,
HOUSTON, TEXAS 77002

11111

103-90-1438

and Declarant desires to impose upon such properties the covenants, conditions and restrictions herein set forth.

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property, shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the Ponderosa Forest Community Improvement Association, Inc.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Ponderosa Forest Community Improvement Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Article III.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property first hereinabove described.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, if any.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and benefit of the owners.

Section 6. "Declarant" shall mean and refer to not only Shirley Development Corporation but also to such of its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Lots in the undeveloped stage, but shall not include any purchaser of one or more developed Lots. For the purposes of the Declaration, "developed lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, and "undeveloped Lot" is any Lot which is not a developed Lot.

ARTICLE II

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, bona-fide servants quarters, and accessory buildings, which structures shall match the architecture of the main residence and shall not exceed the main dwelling in height and which structures may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises, EXCEPT, a recreational building, such as a gazebo may be constructed subject to architectural approval.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, the members of which shall be appointed from time to time by Declarant, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control Committee shall be Ralph Shirley, Sidney Gibson and Terry Tengler. If there exists at any time one or more vacancies in the Architectural Control Committee, the Declarant may fill the same or the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies in the event the Declarant fails so to do. The Declarant, Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its right to assign the duties, powers and responsibilities of the Architectural Control Committee to Ponderosa Forest Community Improvement Association, Inc. when one hundred per cent (100%) of all Lots in Ponderosa Trails are occupied by residents, and the term "Architectural

Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Section 3. Minimum Square Footage Within Improvements.

The living area of the main residential structure (exclusive of porches, garages and servants' quarters) shall be not less than 1,900 square feet for one-story dwellings nor less than 2,200 square feet for a two-story dwelling, nor less than 3,000 square feet for a three-story dwelling. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances which in its sole judgment, such deviation would result in a more common beneficial use. Such approvals must be granted in writing and when given will become part of these restrictions to the extent of the particular lot involved.

Section 4. Location of the Improvements Upon the Lot.

No building or other improvements shall be located on any Lot nearer to the front lot line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. Subject to the provisions of this Section hereinafter contained and of Section 6, no building shall be located nearer than five (5) feet to an interior lot line except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot line may

be a minimum distance of three (3) feet from an interior lot line. No garage door located less than twenty-five (25) feet behind the front wall of the main residential structure shall open at less than a ninety (90°) degree angle to the front property line. For the purposes of this covenant or restriction, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

Section 5. Composite Building Site. Any Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of Lots in the same block.

Section 6. Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements. Owners of Lots affected by easements shall maintain such easements in a neat, clean and natural "park-like" manner.

103-90-1443

Section 7. Prohibition of Trade and Offensive Activities.

No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 8. Use of Temporary Structures.

No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than six (6) feet in height and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and sightly and shall be removed immediately after completion of construction.

Section 9. Storage of Automobiles, Boats, Trailers

and Other Vehicles. No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or on driveways. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

Section 10. Mineral Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil

or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 11. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept.

Section 12. Walls, Fences and Hedges. All walls and fences must be approved by the Architectural Control Committee. No side or rear fence, wall or hedge (except fences or walls which in the sole opinion of the Architectural Control Committee are a part of the main residential structure) shall be more than ten (10) feet in height. No chain link fence type construction will be permitted on any Lot except incident to tennis courts, in which event said fencing shall be shielded from view by a natural "buffer" as may be prescribed by the Architectural Control Committee and shall be of standard tennis court fence height and should blend into the natural surroundings. Any wall, fence or hedge erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 13. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

103-90-1444

103-90-1445

Section 14. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon (including all drainage ditches and easements thereon) cut in a neat sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assigns, may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agree by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof, and if not so paid by the Owner or occupant, such statement shall become a charge against such Lot.

Section 15. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playground or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be

kept screened by a service yard or other similar facility so as to conceal them from public view of neighboring Lots, streets or other property.

Section 16. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent, provided that Declarant, or its assigns, may maintain, as long as it owns property in Ashford Hollow, in or upon such portions of the Properties as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 17. Roofing Material. The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with wood shingles. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 18. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses, or buildings. Television antennae may be attached to the

103-90-1446

103-90-1447

house provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, in the case of each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. Appropriate recitations

in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the Ponderosa Forest Community Improvement Association, Inc. without recourse on Declarant in any manner for the payment of said charge and indebtedness.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners in the Properties and for the improvements and maintenance of the Common Area, if any.

Section 3. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWO HUNDRED NINE AND 16/100 DOLLARS (\$209.16) per Lot.

(a) From and after January 1, of the year immediately following the conveyance of the first Lot in Ponderosa Trails, Section One (1), to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association each year by an amount equal to not more than five (5%) percent above the maximum assessment of the previous year.

(b) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased to an amount in excess of five (5%) percent of the maximum assessment for the previous year by a vote of two-thirds (2/3) of the Owners of the Lots in the Properties, each Owner or Owners of Lots being entitled to one vote per each Lot owned, who are voting in person or by proxy, at a meeting duly called for such purpose.

With special consideration for multiple lot owners to be as low as in Trails II approved at Board meeting 10/13/80. This special consideration to begin with the 1981 fees.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, if any, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners of Lots in the Properties who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be mailed (by U.S. first class mail) to all Owners of Lots not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty (60%) percent of all the votes of the Owners of the Lots in the Properties shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

103-90-1449

Section 6. Rate of Assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 hereof. Lots in Ponderosa Trails, Section One (1), which are owned by Declarant, shall not be subject to the annual assessment, however Lots owned by builders or building companies shall be so subject. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot in Ponderosa Trails, Section One (1), when such Lot is deeded by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the then current calendar years. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The payment dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

103-90-1450

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of ten (10%) percent per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area, if any, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the line of such assessments as to payments which became due prior to such sale or transfer, provided, that such sale or transfer pursuant to mortgage foreclosure shall not affect or discharge the personal liability of the prior Owner for such assessments. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by

103-90-1451

the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of the Common Area, if any.

(b) The right of the Association to suspend the voting rights and right to use of the Common Area, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days from each infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners of the Lots in the Properties. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners of the Lots in the Properties agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Harris County, Texas.

(d). The right of the Association to collect and disburse those funds as set forth in Article III.

Section 4. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Ponderosa Forest Community Improvement Association, Inc. his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by those Owners owning not less than ninety (90%) percent of the Lots within Ponderosa Trails, Section One (1), and thereafter by an instrument signed by those Owners owning not less than seventy-five (75%) percent of the Lots within Ponderosa Trails, Section One (1). No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

Section 6. Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 7. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such paragraphs.

03-90-1454

Section 8. Lienholder. Ponderosa West Joint Venture, a joint venture composed of FIRST GENERAL REALTY CORPORATION and THE KICKERILLO COMPANY ("lienholder") joins herein solely for the purpose of subordinating the liens held by it of record upon the Properties to the covenants, conditions and restrictions hereby imposed by Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

MADE and EXECUTED this the 9TH day of JULY, 19 78.

DECLARATION: SHIRLEY DEVELOPMENT CORPORATION

By: Ralph Shirley
President

ATTEST:
[Signature]
Secretary

LIENHOLDER: PONDEROSA WEST JOINT VENTURE

BY: FIRST GENERAL REALTY CORPORATION

By: Steve M. Silman
Vice President

ATTEST:
[Signature]
Asst. Secretary

AND BY:
THE KICKERILLO COMPANY

By: W. Keith Conway
Vice President

ATTEST:
[Signature]
Secretary

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were present at the time the instrument was filed and recorded.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ralph Shirley, President of, SHIRLEY DEVELOPMENT CORPORATION, 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 the 9 day of August, 1978.



Faye Huelster
Notary Public in and for
Harris County, Texas.

FAYE HUELSTER
Notary Public
My Commission Expires 12-31-78

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Steve M. Gilmore, Vice President of FIRST GENERAL REALTY CORPORATION, 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 the 9th day of August, 1978.

Donna Paradoski
Notary Public in and for
Harris County, Texas.
Donna Paradoski, my commission expires in June, 1980.



103-91-1455

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

103-90-1456

BEFORE ME, the undersigned authority, on this day
personally appeared W. PHILIP CONWAY
~~Was~~ President of THE KICKERILLO COMPANY, 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 considera-
tion therein expressed, as the act and deed of said corpora-
tion and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th
day of August, 1978..



Glenn Ashcraft
Notary Public in and for
Harris County, Texas.

GLENN ASHCRAFT
Notary Public in and for Harris County, Texas
My Commission Expires December 9, 1979
Bonded by Alexander Lovett, Lawyers Surety Corp.

S787197

516-21-1207.

12/23/97 200553218 S787197

\$56.75

FIRST AMENDMENT TO
THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
PONDEROSA TRAILS, SECTION ONE (1)

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STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENT
COUNTY OF HARRIS {


We the owner of the property referenced on the attached signature page hereby consent to the amendment of Article II, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1) so that Section 3 shall provide and read as follows:

"Section 3. Dwelling Size. The livable area of the main residential structure (exclusive of open or screened porches, garages and servant quarters) shall be not less than 4,000 square feet for a ny dwelling. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances which, in its sole judgement, such deviation would result in a more common beneficial use. Such approvals must be granted in writing and when given will become part of these restrictions to the extent of the particular lot involved."

We further agree that any and all provisions of the said Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1) which are not expressly revised, altered, amended or changed by this Amendment shall remain in full force and effect.

Executed this 22 day of DECEMBER 1997

PONDEROSA FOREST COMMUNITY IMPROVEMENT
ASSOCIATION, INC.,
A Texas Non-Profit Corporation

BY: 
Craig A. Smith, President

BUTLER & HAILEY
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

CO. ON

APR 28 2006

April 26, 2006

Ms. Cathy McConnaughey
Chaparral Management Co.
P.O. Box 681007
Houston, Texas 77268-1007

Re: Ponderosa Forest Community Improvement Association

Dear Ms. McConnaughey:

Enclosed for your file is a copy of the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Ponderosa Trails, Section One (1). This was filed in Harris County, Texas under Clerk's File No. S787197.

Please contact me with any questions or concerns.

Very truly yours,
BUTLER & HAILEY

Susan B. Kryger
Paralegal

/sbk
Enclosure
116093

05/12/06
Allison -
Please incorporate
this into all Master files
SJD,
to
CA

C.C. ORDER

S787100

S787197

Amend

516-21-1207.

12/23/97 200553218 5787197 \$56.75

FIRST AMENDMENT TO
THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
PONDEROSA TRAILS, SECTION ONE (1)

be

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENT
COUNTY OF HARRIS {

We the owner of the property referenced on the attached signature page hereby consent to the amendment of Article II, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1) so that Section 3 shall provide and read as follows:

56 23

"Section 3. Dwelling Size. The livable area of the main residential structure (exclusive of open or screened porches, garages and servant quarters) shall be not less than 4,000 square feet for a ny dwelling. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances which, in its sole judgement, such deviation would result in a more common beneficial use. Such approvals must be granted in writing and when given will become part of these restrictions to the extent of the particular lot involved."

We further agree that any and all provisions of the said Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1) which are not expressly revised, altered, amended or changed by this Amendment shall remain in full force and effect.

Executed this 22 day of December, 1997.

(23)
10

PONDEROSA FOREST COMMUNITY IMPROVEMENT
ASSOCIATION, INC.,
A Texas Non-Profit Corporation

BY: 
Craig A. Smith, President

C.C. ORDER

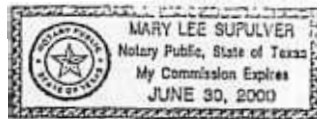
S7871m

516-21-1208

STATE OF TEXAS {
COUNTY OF HARRIS {

BEFORE ME, the undersigned authority, on this 22 day of December, 1997, personally appeared Craig A. Smith, President of the Ponderosa Forest Community Improvement Association, Inc., a Texas Non-Profit Corporation, known to me to be the person subscribed hereto, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation and on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF THIS, this 22 day of December, 1997, to certify which witness my hand and seal of office.



Mary Lee Supulver
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY:
MARY Lee Supulver
MY COMMISSION EXPIRES:
6-30-2000

AFTER RECORDING RETURN TO:

EVERETT E. HARTNETT
Attorney at Law
20405 State Highway 249 - Suite 222
Houston, Texas 77070

C.C. ORDER

57871m

516-21-1209

STATE OF TEXAS
COUNTY OF HARRIS

SIGNATURE PAGE

We, the said undersigned Lot Owners, being the present and record owners of the N.W. 2/3rds of Lot Two (2) and the S. E. 2/3rds of Lot Three (3), Block One (1), PONDEROSA TRAILS, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, being commonly known as 17824 Ridge Top Drive, Houston, Texas 77090, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lots or portions of Lots to which we hold record title shall be and are hereby subject to the said First Amendment. We further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.



SIGNATURE

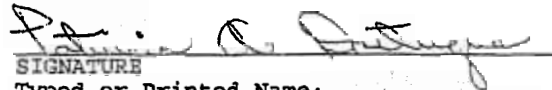
Typed or Printed Name:

Marcel F. Dastugue III

Date:

12/13/97

207



SIGNATURE

Typed or Printed Name:

Patricia A. Dastugue

Date:

12-13-97

C.C. ORDER
S787100

516-21-1210

STATE OF TEXAS {
COUNTY OF HARRIS {

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.

Gregory E. Simmons
SIGNATURE

Typed or Printed Name:
Gregory E. Simmons
Date: 12/04/96

20

Gregory E. Simmons
SIGNATURE

Typed or Printed Name:
Gregory E. Simmons
Date: 12/04/96

Property Address of Lot Owner:
17812 Sugar Pine
Houston, Texas 77090

Legal Description of Property:
Lot 1, Block 2, Ponderosa
Trails, Section One (1)

RECEIVED DEC 0 1996

C.C. ORDER
S787100

516-21-1211

STATE OF TEXAS
COUNTY OF HARRIS

SIGNATURE PAGE

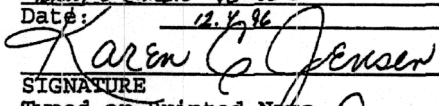
I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.



SIGNATURE

Typed or Printed Name: _____

Date: 12.4.96



SIGNATURE

Typed or Printed Name: KAREN C. JENSEN

Date: 12/4/96

Property Address of Lot Owner: _____
17814 SUGAR PINE DR.
Houston, Texas 77090

Legal Description of Property:

Lot 2, Block 2, Ponderosa Trails, Section One (1)

207

RECEIVED DEC 5 1996

C.C. ORDER
S7871m

516-21-1212

STATE OF TEXAS
COUNTY OF HARRIS

{


SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.



SIGNATURE
Typed or Printed Name: CRAIG A. SMITH
Date: 12/3/96

20



SIGNATURE
Typed or Printed Name: Terri J. Smith
Date: 12-3-96

Property Address of Lot Owner:
17902 RIDGE TOP DRIVE
Houston, Texas 77090

Legal Description of Property:
Lot 4, and Portion of Lot 3,
Block 1, Ponderosa Trails, Section
One (1)

RECEIVED DEC 5 1996

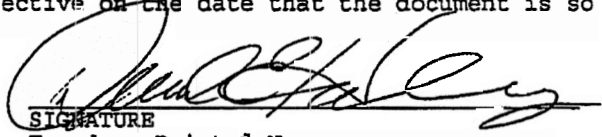
C.C. ORDER
S7871m

516-21-1213

STATE OF TEXAS {
COUNTY OF HARRIS


SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.



SIGNATURE
Typed or Printed Name: David E. Holsey
Date: 12/13/96

20



SIGNATURE
Typed or Printed Name: Lynette Holsey
Date: 12/10/96

Property Address of Lot Owner:
1803 Grand Valley
Houston, Texas 77090

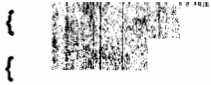
Legal Description of Property:
Lots 11 & 12, Block 2, Ponderosa Trails, Section One (1)

RECEIVED DEC 18 1996

C.C. ORDER
S787100

516-21-1214

STATE OF TEXAS
COUNTY OF HARRIS



SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Coverants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.

Wade S McAlister
SIGNATURE
Typed or Printed Name:
Date: March 17, 1997

Lot

Elizabeth P. McAlister
SIGNATURE
Typed or Printed Name:
Date: March 17, 1997

Property Address of Lot Owner:
1806 Grand Valley
Houston, Texas 77090

Legal Description of Property:
Lot 7, and Portion of Lot 6,
Block 3, Ponderosa Trails, Section
One (1)

RECEIVED MAR 9 1997

C.C. ORDER
S7871m

516-21-1215

STATE OF TEXAS
COUNTY OF HARRIS

{ ~~SECTION~~

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.

William P. Glaros DDS
SIGNATURE

Typed or Printed Name:
W P. Glaros DDS

Date: 11/9/96

Joanne Glaros
SIGNATURE

Typed or Printed Name:
Joanne K. Glaros

Date: 11/9/96

Property Address of Lot Owner:
1815 Grand Valley
Houston, Texas 77090

Legal Description of Property:
Lots 9+10, Block 2, Ponderosa Trails, Section One (1)

RECEIVED DEC 1996

20

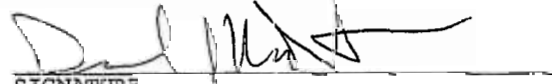
C.C. ORDER
S7871m

516-21-1216

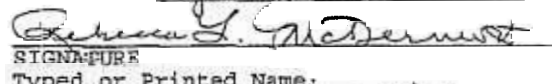
STATE OF TEXAS
COUNTY OF HARRIS

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.



SIGNATURE
Typed or Printed Name: Daniel S. McDermott
Date: Jan. 3, 1997



SIGNATURE
Typed or Printed Name: Rebecca L. McDermott
Date: Jan. 9, 1997

Property Address of Lot Owner:
1313 Grand Valley Drive
Houston, Texas 77090

Legal Description of Property:
Lot 5, and Portion of Lot 6,
Block 3, Ponderosa Trails, Section
One (1)

RECEIVED JAN 13 1997

C.C. ORDER
57871m

516-21-1217.

STATE OF TEXAS
COUNTY OF HARRIS

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.

Paul S. Lewis
SIGNATURE
Typed or Printed Name: PAUL S. LEWIS
Date: 12-3-96

207

Donna C. Lewis
SIGNATURE
Typed or Printed Name: Donna C. Lewis
Date: 12-3-96

Property Address of Lot Owner:
1819 Grant Valley Drive
Houston, Texas 77090

Legal Description of Property:

Lot 8, and Portion of Lot 7,
Block 2, Ponderosa Trails, Section
One (1)

RECEIVED DEC 5 1996

C.C. ORDER

S7871m

516-21-1218

STATE OF TEXAS
COUNTY OF HARRIS

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.

Phillip C. Vardaman
SIGNATURE
Typed or Printed Name:
PHILLIP C. VARDAMAN
Date: 12-2-96

267

Susan Vardaman
SIGNATURE
Typed or Printed Name:
SUSAN VARDAMAN
Date: 12-2-96

Property Address of Lot Owner:
1902 GRAND VALLEY DRIVE
Houston, Texas 77090

Legal Description of Property:
Lot 4, and Portion of Lot 3,
Block 3, Ponderosa Trails, Section
One (1)

RECEIVED DEC 5 1996

C.G. ORDER
S7871m

516-21-1219

STATE OF TEXAS {
COUNTY OF HARRIS {

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.

Bruce B. Dice
SIGNATURE
Typed or Printed Name:
Date: 12-04-96

10

~~_____
SIGNATURE
Typed or Printed Name:
Date: _____~~

Property Address of Lot Owner:
1907 Grand Valley
Houston, Texas 77090

Legal Description of Property:
Lot 6, and Portion of Lot 7,
Block 2, Ponderosa Trails, Section
One (1)

RECEIVED DEC 5 1996

C.C. ORDER
S7871m

516-21-1220

STATE OF TEXAS
COUNTY OF HARRIS

{
SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.

Arnold A. Armstrong, Jr.

SIGNATURE

Typed or Printed Name:
ARNOLD A. ARMSTRONG, JR.

Date: 12-2-96

Maria Armstrong

SIGNATURE

Typed or Printed Name:
MARIA ARMSTRONG

Date: 12-2-96

Property Address of Lot Owner:
1911 Round Valley
Houston, Texas 77090

Legal Description of Property:
Lot 5, Block 2, Ponderosa
Trails, Section One (1)

RECEIVED DEC 5 1996

C.C. ORDER
5787100

516-21-1221

STATE OF TEXAS
COUNTY OF HARRIS

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.

Thomas A. Kaminski
SIGNATURE
Typed or Printed Name:
TOMAS A. KAMINSKI
Date: 12-3-96

15

Brenda L. Kaminski
SIGNATURE
Typed or Printed Name:
BRENDA L. KAMINSKI
Date: 12-3-96

Property Address of Lot Owner:
1915 GRAND VALLEY
Houston, Texas 77090

Legal Description of Property
Lot 4, Block 2, Ponderosa
Trails, Section One (1)

RECEIVED DEC 5 1996

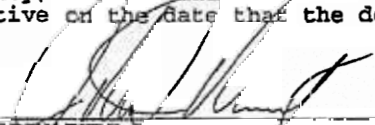
C.C. ORDER
S78710

516-21-1222

STATE OF TEXAS
COUNTY OF HARRIS

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.


SIGNATURE
Typed or Printed Name:
John D. Merchant
Date: 12-9-97

60

SIGNATURE
Typed or Printed Name:

Date: _____

Property Address of Lot Owner:
1922 Grand Valley
Houston, Texas 77090

Legal Description of Property:
Lots 1 & 2, and Portion of Lot 3,
Block 3, Ponderosa Trails, Section
One (1)

RECEIVED DEC 9 1997

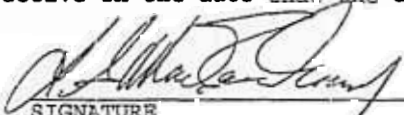
C.C. ORDER
S787100

516-21-1223

STATE OF TEXAS
COUNTY OF HARRIS

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.


SIGNATURE _____
Printed Name: _____
Date: 12-2-96

18

SIGNATURE
Typed or Printed Name: _____
Date: _____

Property Address of Lot Owner:
1923 GRAND VALLEY
Houston, Texas 77090

Legal Description of Property:
Lot 3, Block 2, Ponderosa
Trails, Section One (1)

RECEIVED DEC 5 1996

C.C. ORDER
S787100

516-21-1224

STATE OF TEXAS
COUNTY OF HARRIS

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.

Henry L. Betha

SIGNATURE
Typed or Printed Name: Henry L. Betha
Date: 12/3/96

20

Louise W. Betha
SIGNATURE
Typed or Printed Name: Louise H. Betha
Date: 12-3-96

Property Address of Lot Owner:
1802 Castlerock Rd.
Houston, Texas 77090

Legal Description of Property:
Lot 13, Block 2, Ponderosa Trails, Section One (1)

RECEIVED DEC 5 1996

C.C. ORDER

S7871m


516-21-1225

STATE OF TEXAS
COUNTY OF HARRIS

RECEIVED NOV 30 1997

SIGNATURE PAGE

I, the said undersigned Lot Owner, being the present and record owner of Lots Three (3) and (4), Block Four (4), PONDEROSA TRAILS, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lots or portions of Lots to which I hold record title shall be and are hereby subject to the said First Amendment. I further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.



SIGNATURE

Typed or Printed Name:

ABE MOSS

Date:

11-25-97

167

C.C. ORDER

S7871m

516-21-1226

STATE OF TEXAS
COUNTY OF HARRIS

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.

Guy W. Tooker
SIGNATURE
Typed or Printed Name:
GUY W. TOOKER
Date: _____

109

SIGNATURE
Typed or Printed Name:
Date: 12-5-96

Property Address of Lot Owner:
1002 CHANTILLY LN. HOV. 77018
Houston, Texas 77090

Legal Description of Property:
Lot 1, Block 4, Ponderosa
Trails, Section One (1)

RECEIVED DEC 8 1996

C.C. ORDER
5787100

516-21-1227

STATE OF TEXAS
COUNTY OF HARRIS

SIGNATURE PAGE

I or We, the said undersigned Lot Owner or Owners, being the present and record owner or owners of the below stated Lot, Lots or portions of Lots in Ponderosa Trails, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 271, Page 145 of the Map Records of Harris County, Texas, hereby approve, agree and consent to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails, Section One (1), and hereby covenant and agree that the Lot, Lots or portions of Lots to which I or we hold record title shall be and is hereby subject to the said First Amendment. I or we further consent to this document being recorded in the Official Public Records of Real Property of Harris County, Texas and understand that this instrument shall be effective on the date that the document is so filed for record.

ANY INSTRUMENT WHICH AFFECTS THE TITLE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW (THE STATE OF TEXAS)
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number _____ on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on



DEC 23 1997

Beverly R. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED
97 DEC 23 PM 4:24

Beverly R. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Signature]

SIGNATURE
Typed or Printed Name
JANIS & KAREN JENSEN
Date: *12.4.96*

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Karen C. Jensen

SIGNATURE
Typed or Printed Name:
KAREN JENSEN
Date: *12/4/96*

Property Address of Lot Owner:
17814 SUGAR PINE DR
Houston, Texas 77090

Legal Description of Property:
Lot 2, Block 4, Ponderosa Trails, Section One (1)

RECEIVED DEC 5 1996

RECORDERS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED