

AMENDMENT TO RESTRICTIONS IN
SHADY RIDGE SUBDIVISION IN POLK COUNTY TEXAS

THE STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF POLK *

WHEREAS, C. N. WELLS, (hereinafter called "Developer"), is the record developer of a subdivision known and designated as "SHADY RIDGE SUBDIVISION" (hereinafter called "Subdivision"), in Polk County, Texas, as shown in the map or plat of said subdivision, recorded in the Plat Records of Polk County, Texas reference to which is hereby made for all purposes; and

WHEREAS, said Developer, at Volume 272, Pages 474, et seq, Deed Records of Polk County, Texas, has previously impressed all of the property in said Subdivision with reservations, restrictions, covenants, and conditions (hereinafter called "Restrictions"), applicable to said subdivision, reference to which is hereby made for all purposes; and

WHEREAS, Restriction No. 7 of said restrictions reserve to Developer the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem necessary or desirable.

NOW, THEREFORE, C. N. WELLS, Developer for SHADY RIDGE SUBDIVISION, Polk County, Texas, hereby amends the restrictions identified and set forth above, by the adoption of the following amended restriction No. 2 and the adoption of new restrictions Nos. 13 through 23, as follows:

2. The owners and/or occupants of a lot or lots, shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of owner or occupant of any lot in this subdivision in observing the requirements of this paragraph, or any of them, the Board of Directors of the Association established in Restriction No. 13 hereof, may, without liability to the owner or occupant, 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, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be agrees by

the purchase or occupation of any lot, to pay such statement immediately upon receipt thereof.

13. Upon the creation of a non-profit association, to be named "Ponderosa and Shady Ridges Property Owners Association" (herein called "Association") and organized under the Texas Non-Profit Corporation Act, Article 1396, Vernons Annotated Civil Statutes, the Developer will assign to said corporation his rights under all deed restrictions, including any amendments thereto, excepting Restriction No. 7 of the above identified restrictions filed of record at Vol. 272, page 474, Deed Records of Polk County, Texas, applicable to Shady Ridge subdivision in Polk County, Texas, and Restriction No. 18 of these amended restrictions. Said Association's members shall be those owners of lots in Ponderosa Ridge Subdivision, Sections 1, 2, 3, and 4, Shady Ridge Subdivision, and Unnamed Subdivision 17.89 acres described in Vol. 342, page 776, Deed Records of Polk County, Texas, all subdivisions in Polk County, Texas. Each lot owner shall be entitled one vote, and in the event of more than one owner for any one lot, such lot shall be entitled to only one vote, with the owners of such lot designating, in writing to the Association, which owner is entitled to cast that lot's vote.

14. All owners of lots in said Shady Ridge subdivision shall pay an annual maintenance fee of \$20.00 per lot per year, unless a different amount is determined and set by the Association, by the procedures set forth in these restrictions. The amount of any maintenance fee of more than \$20.00 per lot per year shall be determined by a majority vote of the members, represented in person or by proxy, of the Association at the annual meeting of the members of the Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of any said annual meeting, and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall be \$20.00. It is expressly provided that the Vendor's Liens retained by Developer and assigned to the Association shall remain in full force and effect. Such maintenance fee shall be secured by said Vendor's Lien upon the particular lot, tract or parcel of land at the time the fee is due. Said maintenance fees shall be due on or before January 1 of each year, and shall be deemed delinquent if not paid by January 1 of the year in which such maintenance fees are due. Said assessments shall be in the form of a covenant to run with the ownership of the said lots.

15. The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all of the following purposes, as determined by the Board of said Association:

(a) lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;

(b) improvement of any area between curbs and sidewalks;

(c) collecting and disposing of garbage, ashes, rubbish and similar material as well as the maintenance of vacant lots;

(d) the construction of club house facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by developer; and

(e) doing any other thing necessary or desirable in the

opinion of the Board of said Association to keep the property neat and in good order or which is considered of general benefit to the owners or occupants of Shady Ridge Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Polk County, Texas.

16. Any maintenance fee not paid when due shall give the Association the right to bring an action at law against the person or entity obligated to pay same, or the Association may foreclose the lien created hereby against the particular lot, tract or parcel. Interest at ten percent (10%) per annum from date due, costs and reasonable attorney's fees incurred in such action shall be added to the amount due. Each such person or entity owning any lot, tract or parcel out of the said property, by acceptance of a deed thereto, hereby grants to the Association, its successors and assigns, or its agents, the right and power to bring all such actions against same personally for the collection of the maintenance fees due and unpaid, and to enforce the aforesaid lien by all methods available, including nonjudicial foreclosure pursuant to Section 51.002 and such persons and/or entities hereby expressly grant to the Association a power of sale in connection with such liens.

17. The vendor's lien securing payment of the maintenance fee provided for above shall not be subordinated to the lien of any mortgage or mortgages granted or created by the person or entity owning same to secure the payment of funds advanced and used for the purpose of purchasing and/or improving such lot, tract or parcel, unless the Developer or Association execute a document subordinating such lien. The sale or transfer of any such lot, tract or parcel pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien securing such maintenance fee as to all past due payments, unless the Developer or Association execute a document extinguishing such lien. In no event should any such release by the Developer or Association relieve such lot, tract or parcel from liability for maintenance fees thereafter becoming due or from the lien securing same.

18. Nothing in these restrictions relating to liens securing payment of maintenance fees shall apply to any sales by Developer or his heirs by contract for deed, and upon the cancellation of any such contract for deed, the lien securing payment of the maintenance fee provided herein shall be extinguished as to the property, but any such amounts owing for said maintenance fees shall remain a personal obligation of the person who had been purchasing said property by contract for deed from the Developer or his heirs. "Owner" as used in Restriction Nos. 2 and 14 of these amended restrictions does not include the Developer or his heirs.

19. All lots, tracts or parcels out of the said property owned by the Association shall be exempt from the lien and maintenance fees provided for hereby during the period the Association owns same. Said lien and fee shall attach to the particular lot, tract or parcel upon conveyance of same by the Association.

20. The Board of Directors of the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by these restrictions, said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of Directors of the Association at a duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as

delinquent is defined in these restrictions, and Bylaws of the Association. Any lot owner who has not paid the annual maintenance fees applicable to the lots he owns, once such maintenance fees are payable as provided by these restrictions and the Bylaws, shall be considered in default. Any lot owner who is delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.

21. If any lot owner, his or her heirs, successors or assigns shall violate any of the covenants or attempt to violate any of the covenants herein, it shall be lawful for the Association, its successors or assigns, to enter and abate such violations without liability to him, his heirs, administrators or assigns, and any other persons owning any real property situated in said Subdivision shall have the right to prosecute any proceeding at law or equity against the persons violating or attempting to violate such restrictions, and either to prevent him or them from so doing, or cause to be removed such violations or to recover damages for such violation.

22. The waiver, invalidity, illegality, or unenforceability of any one or more of these restrictions, covenants, or conditions, by judgment, court order, action of the Board of the Association, or otherwise, shall in no wise constitute a waiver of or invalidate any other restriction, covenant, or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect as if such waiver had never existed or such invalid, illegal, or unenforceable provision had never been contained herein. Any action to enforce any of these restrictions, including the collection of maintenance fees, shall be brought in a court of proper jurisdiction in Polk County, Texas.

23. The violation of any restriction or covenant shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

EXECUTED by C. N. WELLS, on the 6th day of November.

1987.

C. N. Wells
C. N. WELLS

THE STATE OF TEXAS *
COUNTY OF Polk *

BEFORE ME, the undersigned authority, on this day personally appeared C. N. 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6th day of November, 1987.

Cois J. Pitts

Notary Public, State of Texas
My commission expires: 1-22-89
Printed name of notary: Cois J. Pitts



STATE OF TEXAS }
COUNTY OF POLK }

I, MARTHA JOHNSON, hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records in volume and page of the named RECORDS of Polk County, Texas as stamped hereon by me on

FEB 25 1988.



Martha Johnson
COUNTY CLERK
POLK COUNTY, TEXAS

FILED FOR RECORD

1988 FEB 25 PM 2:58

MARTHA JOHNSON, COUNTY CLERK
POLK COUNTY, TEXAS

BY *Martha Johnson*