

RESERVATIONS AND RESTRICTIONS

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

THAT, I, CHARLES N. WELLS of the County of Polk, State of Texas, owner of the land and premises described as follows, to-wit:

All that certain tract or parcel of land being 17.89 acres in the W. Fletcher Survey, A-827, and the C. Dunnam Survey, A-221, in Polk County, Texas and being all of the land described in deed recorded in Volume 342 at Pages 776 et seq of the Deed Records of Polk County, Texas, to which recording thereof reference is here made for further description,

WHEREAS, Charles N. Wells desires to create and carry out a uniform plan of development, improvement and sale of the above described property for the benefit of the present and future owners of said tracts or parcels of said property and for the protection of the property owners therein:

NOW, THEREFORE, in consideration of the premises, Charles N. Wells 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 tracts or parcels in the aforesaid premises, 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 aforesaid property 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. Grantor, for himself, his heirs, executors or assigns, hereby reserves 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 property or any part thereof abuts, or upon any part of said property at the election of Grantor, 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 Grantor 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 parcel 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 Grantor, or any public utility company or municipality or any of its agents or servants are hereby waived by the Grantee for (his, her, their, its, self) and (his, her, their, its) successors in title.

No dedication to public use of roads, alleys, ways is intended as a deed. The tracts, ways or alleys referred to are meant to include those either developed or to be developed out of the above described property by the said Charles N. Wells, his heirs or assigns. Grantor, 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 all minerals in and under the property and premises covered 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, Charles N. Wells owner of the property hereinabove described 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 or parcels of land above described and further provided that the said Charles N. 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. 1990, 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 property owners therein has been recorded, agreeing to change said covenants in whole or in part.

2. The land conveyed shall be used for the purpose of one private single family residence per tract and appropriate uses accessory thereto. No building shall be erected on any one tract 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 tract. No building or structure of any sort shall be erected or placed on said tract within five (5) feet of the side or back line of said tract. No building or structure of any sort shall be erected or placed on said tract unless built of solid, permanent materials with pleasing exterior. All materials shall be new. 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 tract, and any sewerage disposal system shall be of a type approved or recommended by the State and local departments of health, and shall be maintained in accordance with applicable state and county laws. All plumbing must be connected with water tight septic tanks of approved construction or central sewer system if central sewer is made available. 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, basement or portable building shall at any time be used as a temporary or permanent residence.

3A. Any structure constructed on said tract 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 garages.

3B. Permanent mobile homes will be allowed provided they are factory designed, neat in appearance, not over two years old. Any mobile homes placed on property shall be skirted within six (6) months of placement on property using permanent and neat materials.

3C. Any plans for construction or placement of mobile home shall be approved first by Grantor or an architectural committee to be appointed from the property owners.

3D. Tents and travel trailers will be allowed on a temporary basis for weekend use or during the actual construction of a residence. Said tents or travel trailers shall not be left on property unattended for over three days. Neat storage buildings shall be allowed.

4. No motor driven vehicle of any type shall be operated on any street, avenue or right-of-way. In particular, this restriction applies to motorcycles, trail bikes and motor bikes.

5. No animals shall be kept or maintained on the premises except customary household pets.

6. No hunting or discharging of firearms shall be allowed on the premises.

7. The ditches in front of the property shall be kept open and each property owner shall at his, her own expense install culverts for driveways at least twelve (12) inches in diameter or larger.

8. Grantor, his heirs or assigns, reserve the right to change any of the covenants or stipulations concerning the use of any rights-of-way and easements as the conditions and development of said property shall warrant, and which shall, in the opinion of said Grantor, his heirs or assigns, shall be reasonable.

9. Grantor reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants 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 to or subsequently thereto, and invalidation of any one of these covenants, or any part thereof, by judgement 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 and laws.

10. Owners of tracts purchased in above described premises shall pay the sum of Twenty and No/100 (\$20.00) Dollars on each tract purchased, said sum due and payable on the 1st day of July each year, beginning on the 1st day of July, 1980 to the said Charles N. Wells, his heirs or assigns, to be used for the upkeep of the roads and general appearance of the property. After the year 1990 a petition may be drawn by the property owners requesting discontinuance of said assessment, signed by two-thirds (2/3) of the majority of said property owners, having one (1) vote per tract. After being duly signed by two-thirds (2/3) of the majority, and presented to the said Charles N. Wells, his heirs or assigns, the property owners, may, at their option declare said assessment null and void. Or said Charles N. Wells may at any time hereinafter declare said assessment null and void. Charles N. Wells reserves the right to appoint one of the property owners or any one he deems fit, to collect and disburse the monies received from said assessment; the purpose of this being to relieve Charles N. Wells, his heirs and assigns of any duties or obligations connected with the above described property and Charles N. Wells, his heirs and assigns assume no responsibility whatsoever of their appointed trustee, but the property owners have a right to draw 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 any property owners sell any portion of their land, they are to notify Grantor at once of the name and address of the buyer.

11. Property owners assume liability for any injury to himself, herself, any member of their family or guests while in or on any part of the property.

12. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described tract and shall be binding upon the Grantee, (his, her, their, its) heirs, executors, administrators and assigns. Grantor reserves the right to make such

reasonable changes in the restrictions as Grantor may deem reasonably necessary or desirable.

WITNESS MY HAND at Livingston, Polk County, Texas this 29th day of June 1978.

Charles N. Wells
CHARLES N. WELLS

STATE OF TEXAS X
COUNTY OF POLK X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared CHARLES 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 consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of June, 1978.



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 16th day of April 1979 at 3:29 o'clock P.M. and was this day duly recorded at 9:50 o'clock A.M., in Vol. 360 Pages 67 et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 24th day of April 1979.



ALINE STEPHENSON
Clerk, County Court, Polk County, Texas
By *June Grimes* Deputy
JUNE GRIMES
DEPUTY

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. 12 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 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 the 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 Tolk 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 CHARLES N. WELLS, on the 6th day of November, 1987.

Charles N. Wells
CHARLES N. WELLS

THE STATE OF TEXAS *
COUNTY OF Polk *

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES 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.



Lois J. Pitts
Notary Public, State of Texas
My commission expires: 1-22-89
Printed name of notary: Lois 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 2:59
MARTHA JOHNSON, COUNTY CLERK
POLK COUNTY, TEXAS

BY Martha Johnson