

RESTRICTIONS FOR SHADY RIDGE SUBDIVISION

5368

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

THAT, I, C. N. WELLS, the owner of all that certain real property in Polk County, Texas, known as SHADY RIDGE SUBDIVISION, Section One according to the map or plat of SHADY RIDGE filed for record in the Office of County Clerk of Polk County, Texas, on \_\_\_\_\_, 1972, and recorded in Volume 5, Page 27 of the Map Records of Polk County, Texas, to which plat and record thereof reference is here made for full and particular description of said real property; and

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

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

RESERVATIONS

1. The Grantors, for themselves, their heirs, executors or assigns, hereby reserve the right without further assent or permit from the Grantee, his, her, their, or its successor in title to himself, or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all reads, streets, avenues or ways on which said above described lot abuts, or upon any part of said lot at the election of Grantors, electric light, telephone and telegraph poles and wires; water, sewer and gas lines and pipes and conduits, catch basins, surface drains and such other customary or

usual appurtenances as may from time to time in the opinion of the Grantors or any public utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, streets, avenues, and ways, and only in and on any lot or tract herein above described when necessary to effect any of the foregoing purposes and all claims for damages, if any, by the construction, maintenance, and repair thereof, or on account of temporary or other inconveniences caused thereby against Grantors, or any public utility company or municipality or any of its agents or servants are hereby waived by the Grantee for (his, her, its, self) and (his, her, their, its) successors in title.

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

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

#### RESTRICTIONS

For the purposes of setting forth a substantially uniform plan of Development, C. N. Wells, owner of SHADY RIDGE SUBDIVISION, does hereby covenant and provide that he, his heirs, administrators and assigns, and all parties holding title by, through, and under him shall hold such lands subject to the following restrictions running with the land, which shall be observed by themselves, their heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described and further provided that the said C. 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. 2000, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the then owners of the lots and tracts has been recorded, agreeing to change said covenants in whole or in part.

2. The said owners of lots purchased in said SHADY RIDGE SUB-DIVISION shall pay the sum of Twenty and no/100 (\$20.00) Dollars on each lot purchases, due and payable on the 10th of March each year, beginning on the 10th day of March, 1973 to the said C. N. Wells, his heirs or assigns, to be used for the upkeep of the roads and park in said Sub-division, as set out in said plats of said Sub-division, and only the lot owners which pay the assessments shall have the right to the use of the roads and park, this being in the form of an assessment to run with the ownership of said lots. After the Year 2000 a petition may be drawn by the property owners in SHADY RIDGE SUB-DIVISION requesting the discontinuance of said assessment, signed by two-thirds (2/3) of the majority of said property owners, having one (1) vote for said lot. After being duly signed by two-thirds (2/3) of the majority, and presented to said C. N. Wells, his heirs or assigns, the property owners, may, at their option, declare said assessment null and void. C. 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 appointment being to relieve C. N. Wells of any duties or obligations connected with SHADY RIDGE and C. N. Wells, his heirs and assigns assume no responsibility whatsoever of their appointed trustee, but the property owners have a right to draw up a petition requesting the firing of said trustee and naming a new appointee of their choice, said petition being signed by two-thirds (2/3) of the property owners.

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

3. The land hereby conveyed shall be used for the purpose of one private single family residence per lot and appropriate uses accessory thereto. No building shall be erected on any one lot except one private family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building or structure shall be erected within twenty (20) feet of any of the front lines of said lot. No building or structure of any sort shall be erected within five (5) feet of the side lines of said lot. No building or structure of any sort shall be erected or placed on said lot unless built of solid, permanent materials with pleasing exterior. No structure shall have

tar paper, rolled brick siding or similar materials on the outside walls. Outside materials for pitched roof shall be asphalt shingles or their equivalent. All structures must comply with government laws and regulations, and if any restrictions or conditions herein do not comply therewith, it shall not be construed as a waiver by the Grantor of compliance with such laws and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sweage 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 right septic tanks of approved construction. No sign of any description may be erected or placed upon any portion of the land without the express written approval of the Grantor, his heirs, executors or assigns. No garage or basement shall at any time be used as a temporary or permanent residence.

3A. Any structure constructed on said lot shall be completed within one (1) year from date of commencement of construction thereof; plans for any house to be constructed to be approved by SHADY RIDGE architectural committee.

3B. Permanent trailer houses will be allowed provided they are factory designed, neat in appearance and have adequate bathroom facilities.

3C. Travel trailers will be allowed provided they are factory designed, neat in appearance and have adequate bathroom facilities.

3D. Modern campers will be allowed provided they are factory designed, neat in appearance and have adequate bathroom facilities. Mobile homes, travel trailers, campers, etc. to be approved in advance by SHADY RIDGE architectural committee.

4. No motor driven 2 wheel vehicle of any type to be allowed on any street, avenue, or right of way. In particular, no motorcycles, trail bikes, motor bikes, etc. are to be operated in SHADY RIDGE SUB-DIVISION.

5. The land conveyed hereunder shall be used for residential purposes only, except those lots which are designed on the official plat of said addition as being commercial lots, and except those lots which may, from time to time, be designated by Grantor, his heirs or assigns, or executor, for business, recreational or commercial purposes. Agreement on establishing business shall be attached as a rider on this contract, the purpose of this being that no business shall be offensive or any eyesore, such as a chicken processing plant or a junk yard, etc, or any business that will devalue this property. Toolhouses, temporary tents, and camping trailers will be permitted provided they are neat and have a pleasing exterior.

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

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

8. No hunting shall be allowed in any area of this SUB-DIVISION.

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

10. 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 or subsequently thereto, and invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, or any part thereof, which shall remain in full force and effect, and any written approval by the Grantor, his heirs and assigns, of any act shall be subject to any municipal, county, state or federal rules, regulations or laws.

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

12. The ditches and culverts in front of each lot shall be kept open, and only the size culverts recommended by the County Commissioner in that precinct shall be installed.

WITNESS MY HAND this the 1<sup>st</sup> day of November,

A.D. 1972.

C. N. Wells  
C. N. WELLS

THE STATE OF TEXAS :  
COUNTY OF POLK :

BEFORE ME, THE undersigned, a Notary Public <sup>VOL 272 PAGE 473</sup> in and for said County and State, 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 consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of November



Celia Stephenson  
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 1st day of November.....197...2 at 8..... o'clock...A...M and was this day duly recorded at 10:40 o'clock.....A... M, in Vol....272.... Pages .....474..... et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 6th day of November...197...2



K. W. KENNEDY  
Clerk, County Court, Polk County, Texas  
By James James Deputy