

161-84-1239

161

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
PONDEROSA TRAILS, SECTION TWO (2)

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

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:

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W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain 27.029 acre tract of land situated in Harris County, Texas, which is more particularly described as:

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

Lots One (1) through Three (3), both inclusive, in Block Two (2);

Lots One (1) through Eight (8), both inclusive, in Block Three (3);

Lots One (1) through Three (3), both inclusive, in Block Four (4);

Lots One (1) through Fifteen (15), both inclusive, in Block Five (5);

All of said lots being in PONDEROSA TRAILS, SECTION Two (2) according to map or plat thereof, recorded in Volume 288, Page 73, Map Records of Harris County, Texas;

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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.

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Carla S. [Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

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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

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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.

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.

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, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof.

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 Ponderosa Trails 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

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 \$209.16 per Lot.

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 each year by an amount equal to not more than five (5) percent above the maximum assessment which could have been made without a vote of the Owners of the Lots in the Properties in the case of the previous year.

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.

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

However, notwithstanding the foregoing, should an Owner acquire more than one (1) Lot, and such Lots (or portions thereof) are contiguous, such Owner shall have the following option:

- (i) The Owner may pay the full assessment as established by the Board of Directors for each Lot owned (and be entitled to construct one residence on each full Lot owned); or

- (ii) The Owner may pay the full assessment as established by the Board of Directors for the first Lot and one-half of such assessment for each additional Lot. Likewise, should an Owner own a portion of an additional Lot (or Lots), such portion(s) may be assessed at the percentage such portion bears to the entire Lot time (x) one-half of such full assessment. Selection of assessment in accordance with this paragraph (ii) shall prevent construction of more than one residence on the contiguous group of Lots owned by such Owner for the duration of these Restrictions.

However, at any time thereafter, such Owner may elect to be assessed pursuant to paragraph (i) above and upon payment to the Association of an amount of money equal to the difference between total assessments computed in accordance with paragraph (i) above for period since initial sale of such Lot and assessments actually paid, plus interest thereon at the highest legal rate applicable to individuals from time to time, may construct one residence on such full additional Lot and thereafter be assessed pursuant to paragraph (i) above.

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 the 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.

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 Two (2), 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 Two (2) 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.

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 fore-close 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 lien of such assessments as to payments which became due prior to such sale or transfer. 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

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 Two (2), and thereafter by an instrument signed by those Owners owning not less than seventy-five (75%) percent of the Lots within Ponderosa Trails, Section Two (2). 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.

Section 8. Execution by the Association. The association, by joining in the execution hereof agrees to be bound by all the terms and provisions of this Declaration.

Section 9. Lienholder. Colonial National Bank
_____ ("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 1st day of JUNE 1980 STG (3)

DECLARANT: SHIRLEY DEVELOPMENT CORPORATION /N

ATTEST: [Signature]
Secretary
By: [Signature]
President RALPH SATREY

ASSOCIATION: PONDEROSA FOREST COMMUNITY IMPROVEMENT ASSOCIATION, INC. /N

ATTEST: [Signature]
Secretary
By: [Signature]
President
WILLIAM M. DUNLAP, JR.

LIENHOLDER: Colonial National Bank /N

COLONIAL
ATTEST:
[Signature]
Secretary

By: [Signature]
President
Thomas C. Sooy

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

D798544

RESTRICTIONS

156-39-1468

Part 100

THE STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

Whereas FIRST GENERAL REALTY CORPORATION, hereinafter called "First", for PONDEROSA WEST JOINT VENTURE; C. Wayne Miller and wife, Pat Miller; George E. Leigh and wife, Margaret Leigh; Edward J. Fusalotti and wife, Evelyn Fusalotti; Charles Terry Ross and wife, Jane P. Ross; William C. White; and FIRST GENERAL REALTY CORPORATION, being owners; and HOLLAND MORTGAGE COMPANY, JEFFERSON COUNTY SAVINGS AND LOAN ASSOCIATION, HOUSTON FIRST SAVINGS ASSOCIATION, UNIVERSITY SAVINGS ASSOCIATION, and FIRST GENERAL REALTY CORPORATION, being lienholders of that certain 2.747 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as Ponderosa Forest Extension according to the plat filed of record in the office of the Clerk of Harris County, Texas in Volume 161, Page 29 of the Map Records, does hereby establish, adopt and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said Ponderosa Forest Extension (described below) for the benefit of the present and future owners of said lots and the Ponderosa Forest Community Improvement Association, Inc.:

- Block 10: Lots 25 through 30
- Block 16: Lot 7
- Block 16: Reserve "A"

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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 two and one-half (2-1/2) stories in height and a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure 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.

2. **Architectural Control**

No buildings or improvements of any character shall be erected or placed or the erection begin, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structures or improvements has been submitted to and approved by the Architectural Control Committee consisting of Richard H. Basden, Henry King and R. D. Sherrill or its assigns hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event the Committee fails to approve or disapprove 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. First hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Ponderosa Forest Community Improvement Association, Inc., when one hundred (100) percent of all the lots in Ponderosa Forest Extension and all subsequent sections of Ponderosa Forest are occupied by residents.

3. **Minimum Square Footage Within Improvements**

The living area on the ground floor of the main structure exclusive of one-story open porches and the garages shall not be less than eighteen hundred (1800) square feet for one-story dwellings nor less than eleven hundred (1,100) square feet for a dwelling of more than one story. The total square feet for a multi-story dwelling shall be not less than two thousand (2,000) square feet.

RETURN TO:
ED PETERSON
FIRST MORTGAGE CO
PO BOX 1913
HOUSTON, TEXAS
77001

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold
KAYLA J. ARNOLD Deputy

4. Location of the Improvements Upon the Lot

No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than fifteen (15) feet from the rear property line. Subject to the provisions of Paragraph 5, 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 line may be a minimum distance of three (3) feet from an interior lot line. All garages facing the front property line must be sixty (60) feet back from the front property line. For the purposes of this covenant 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.

5. Composite Building Site

Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated 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 the lots in the same block.

6. Utility Easements

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither First or 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 covered by said easements.

7. Prohibition of 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. First, or its assigns, may maintain, as long as it owns property in Ponderosa Forest Extension in or upon such portions of the property as First determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitations to offices, storage areas, model units and signs.

8. Use of Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.

9. Storage of Automobiles, Boats, Trailers and Other Vehicles

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently or permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

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 in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold Deputy
KAYLA J. ARNOLD

11. **Animals and Poultry**

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.

12. **Walls, Fences and Hedges**

No walls, fence or hedge shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than six (6) feet high. No chain link fence type construction will be permitted on any lot. Any wall, fence or hedge erected as a protective screening on a lot by First shall pass ownership with title to the property and it shall be owner's responsibility to maintain said protective screening thereafter.

13. **Visual Obstructions at the Intersection of Public**

No object or thing which obstructs site lines at elevations between and six (6) feet above the roadways within the triangular area formed by street property lines and a line connecting them at points twenty-five feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

14. **Lot Maintenance**

The owners or occupants of all 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 materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, wood piles or storage piles which are incident to the normal operation of a residential family. 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 as to be cut after ten (10) days' written notice thereof First or its assignee shall have the right to enter upon said lot or cause to be cut such grass and remove or cause to be removed such garbage, trash and rubbish, and to do anything necessary to secure compliance with these restrictions so as to keep the 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, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

15. **Signs, Advertisements, Billboards**

No sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not exceeding five (5) feet square may be erected or maintained on any lot in said subdivision. First or its assignee will have the right to remove any such sign, advertisement or billboard or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other claim in the connection therewith or arising with such removal.

16. **Roofing Material**

The roof of any building shall be constructed or covered with wood shingles. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY ON THE BASIS OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

JUL 24 1955

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold
Deputy
KAYLA J. ARNOLD

17. **Maximum Height of Antennae**

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot and no radio or television aerial wires or antennae shall be placed or maintained on any building nor shall any free standing antenna of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot.

18. **Underground Electric Service**

Underground electric service shall be available to certain lots at the sole discretion of First and the Houston Lighting & Power Company. The owner of such lot shall at his own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the Electric Company's metering or the customer's structure to the point of attachment of such cable (such point of attachment to be designated by the Electric Company) to Electric Company's installed transformers or energized secondary junction boxes. The Electric Company furnishing service shall make the necessary electrical connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the Electric Company furnishing service) for the location and installation of the meter of the Electric Company furnishing service to the residence constructed on such owner's lot. For so long as underground service is maintained the electric service to each lot shall be uniform and exclusively of the type known as single phase 120 - 240 volt, 3-wire, 60 cycle alternating current.

19. **Maintenance Assessment**

There is to be imposed on each lot in Ponderosa Forest Extension and on other sections subsequently to be platted and made of record in Ponderosa Forest Extension an annual maintenance charge to be paid to Ponderosa Forest Community Improvement Association, Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, park area, vacant lots, a swimming and recreational club, rubbish removal and any other thing necessary or desirable in the opinion of Ponderosa Forest Community Improvement Association, Inc. to be of general benefit to the owners or occupants of the above described property. Said maintenance charge shall be set by the Board of Directors not to exceed a maximum of \$96.00 per year. Said maximum may be raised three (3) per cent per year after the first year of the Association's existence by the Board of Directors. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by First for the purpose of securing payment of said charge, assigned to Ponderosa Forest Community Improvement Association, Inc., without recourse on First in any manner for the payment of said charge and indebtedness.

20. **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 the provisions of these deed restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

21. **Severability**

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

22. **Attachment to the Above Deed Restrictions**

The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) 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

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A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold Deputy
KAYLA J. ARNOLD

signed by not less than ninety (90) percent of the lot owners and thereafter by an instrument signed by not less than seventy-five (75) percent of the lot owners. Any amendment must be recorded.

IN WITNESS HEREOF, we have hereunto set our hands, this 1st day of September, 1972.



FIRST GENERAL REALTY CORPORATION

By [Signature] Vice President

[Signature]
Assistant Secretary

140

[Signature]
C. Wayne Miller

[Signature]
Pat Miller

[Signature]
George E. Leigh

[Signature]
Margaret Leigh

[Signature]
Edward J. Fusiotto

[Signature]
Evelyn Fusiotto

[Signature]
Charles Terry Ross

[Signature]
Jane F. Ross

[Signature]
William C. White

FILED
RECORDED
HARRIS COUNTY TEXAS

1972 FEB 6 PM 3 13



HOLLAND MORTGAGE COMPANY

By [Signature] Vice President

[Signature]
Assistant Secretary



JEFFERSON COUNTY SAVINGS AND LOAN ASSOCIATION

By [Signature] Vice President

[Signature]
Assistant Secretary

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature] Deputy
KAYLA J. ARNOLD

156-39-1473

HOUSTON FIRST SAVINGS ASSOCIATION

By [Signature]
Vice President



[Signature]
Assistant Secretary

UNIVERSITY SAVINGS ASSOCIATION

By [Signature]
Vice President

[Signature]
Assistant Secretary

THE STATE OF TEXAS I
COUNTY OF HARRIS I

RECORDER'S MEMORANDUM:
Pages of This Instrument Were Indexed or
Checked Out At The Time of Recording.

BEFORE ME, the undersigned authority, on this day personally appeared D.D. Sisson, Vice President of FIRST GENERAL REALTY CORPORATION, a 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 said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of September, 1972.



[Signature]
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS I
COUNTY OF HARRIS I

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of September, 1972.

[Signature]
Notary Public

ANY PROVISIONS HEREIN WHICH RESTRICT THE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature]
KAYLA J. ARNOLD Deputy

156-39-1474

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared PAT MILLER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of September, 1972.

Bessie Lambert
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE E. LEIGH, 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 29th day of September, 1972.

Bessie Lambert
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared MARGARET LEIGH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of September, 1972.

Bessie Lambert
Notary Public in and for
Harris County, Texas

AND PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold Deputy
KAYLA J. ARNOLD

156-39-1475

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD J. FUSAIOTTI, 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 25 day of January, 1972: 1973.



W. Edward Peterson
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared EVELYN FUSAIOTTI, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25 day of January, 1972: 1973.



W. Edward Peterson
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES TERRY ROSS, 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 25 day of January, 1972: 1973.



W. Edward Peterson
Notary Public in and for
Harris County, Texas

RECORDERS MEMORANDUM:
The charges made on this instrument were present at the time instrument was filed and received.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold Deputy
KAYLA J. ARNOLD

156-39-1476

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared JANE F. ROSS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25 day of January, 1972-1973.



RECORDING MEMORANDUM:
The indexes made on this instrument
were checked at the time instrument
was filed and recorded.

W. Edward Peterson
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM C. WHITE, 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 25 day of September, 1972.



Suzanne A. Grant
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL D. WILLIAMS, Vice President of HOLLAND MORTGAGE COMPANY a 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 said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of October, 1972.



Linda C. Edkins
Notary Public in and for
Harris County, Texas

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold Deputy
KAYLA J. ARNOLD

THE STATE OF TEXAS I
COUNTY OF JEFFERSON I

156-39-1477

BEFORE ME, the undersigned authority, on this day personally appeared Edward T. Fisher, Jr. Vice President of JEFFERSON COUNTY SAVINGS AND LOAN ASSOCIATION, a 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 said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of November, 1972.

[Signature]
Notary Public in and for
Jefferson County, Texas



THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Robbie Campbell Vice President of UNIVERSITY SAVINGS ASSOCIATION, a 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 said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of October, 1972.

JAN MOORE
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

[Signature]
Notary Public in and for
Harris County, Texas



THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared JACK B. DUKE, JR. Vice President of HOUSTON FIRST SAVINGS ASSOCIATION, a 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 said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1 day of February, 1973.

[Signature]
Notary Public in and for
Harris County, Texas



ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature]
KAYLA J. ARNOLD Deputy

156-39-1478

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
hereon by me and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

FEB 6 1973



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold
Deputy
KAYLA J. ARNOLD

D760885

RESTRICTIONS

154-33-0651

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

*Beck
JK*

Whereas FIRST GENERAL REALTY CORPORATION, hereinafter called "First", for PONDEROSA WEST JOINT VENTURE; of that certain 3.1447 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as Ponderosa Forest Extension, Section 2 according to the plat filed of record in the office of the Clerk of Harris County, Texas in Volume 198, Page 85 of the Map Records, does hereby establish, adopt and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said Ponderosa Forest Extension, Section 2 (described below) for the benefit of the present and future owners of said lots and the Ponderosa Forest Community Improvement Association, Inc.:

lee

Block 1: Lots 1 through 7
Block 10: Lots 31 through 35

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 two and one-half (2-1/2) stories in height and a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure 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.

200

2. Architectural Control

No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of Richard H. Baden, Henry King and R. D. Sherrill or its assignee hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event the Committee fails to approve or disapprove 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. First hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Ponderosa Forest Community Improvement Association, Inc., when one hundred (100) percent of all the lots in Ponderosa Forest Extension, Section 2 and all subsequent sections of Ponderosa Forest are occupied by residents.

3. Minimum Square Footage Within Improvements

The living area on the ground floor of the main structure exclusive of one-story open porches and the garages shall not be less than eighteen hundred (1800) square feet for one-story dwellings nor less than eleven hundred (1,100) square feet for a dwelling of more than one story. The total square feet for a multi-story dwelling shall be not less than two thousand (2,000) square feet.

4. Location of the Improvements Upon the Lot

No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than fifteen (15) feet from the rear property line. Subject to the provisions of Paragraph 5, 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 line may be a minimum distance of three (3) feet from an interior lot line. All garages facing the front property line must be sixty (60) feet back from

REMOVED:
R.D. Suter
First Mortgage Co
PO Box 1413 Houston

-1-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold
KAYLA J. ARNOLD Deputy

12.

Walls, Fences and Hedges

No walls, fence or hedge shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than six (6) feet high. No chain link fence type construction will be permitted on any lot. Any wall, fence or hedge erected as a protective screening on a lot by First shall pass ownership with title to the property and it shall be owner's responsibility to maintain said protective screening thereafter.

154-33-0853

13.

Visual Obstructions at the Intersection of Public Streets

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways 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.

14.

Lot Maintenance

The owners or occupants of all 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 materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. 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 First or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot 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 so as 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, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

15.

Signs, Advertisements, Billboards

No sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not exceeding five (5) feet square may be erected or maintained on any lot in said subdivision. First or its assignee will have the right to remove any such sign, advertisement or billboard or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

16.

Roofing Material

The roof of any building shall be constructed or covered with wood shingles. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

17.

Maximum Height of Antennae

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot and no radio or television aerial wires or antennae shall be placed or maintained on any building nor shall any free standing antenna of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

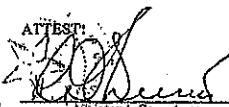
ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County Texas

Kayla J. Arnold Deputy
KAYLA J. ARNOLD

IN WITNESS WHEREOF, we have herunto set our hands, this 13th day of December, 1972.

FIRST GENERAL REALTY CORPORATION

1a

ATTEST:

Assistant Secretary

By: R.A. Baden
Vice President

154-33-0655

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared R.A. Baden, Vice President of FIRST GENERAL REALTY CORPORATION, a 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 said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of December, 1972.



Jessie W. Grant
Notary Public in and for
Harris County, Texas

FILED
1972 DEC 14 PM 12:35
HARRIS COUNTY TEXAS

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 24 1995
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kayla J. Arnold
Deputy
KAYLA J. ARNOLD