

601/95

TO THE PUBLIC
THE STATE OF TEXAS
COUNTY OF SAN PATRICK

Declaration of Limitations
And Restrictions To
La Ponderosa
KNOWN ALL MEN BY THESE PRESENTS

That La Ponderosa, Inc., referred to hereinafter as Grantor, do hereby MAKE AND PUBLISH the Limitations and restrictions which are to apply and to become a part of all contracts of sale, deeds and other legal instruments whereby title or possession is divested out of the present owners and invested in other persons or person to any and all lots and blocks contained in "La Ponderosa", San Patricio County, Texas, said subdivision having been subdivided into lots and blocks with intervening streets and easement ways for the construction, operation and maintenance of utility lines, all in accordance with the map or plat thereof prepared by GUNTER ENGINEERING COMPANY, Licensed engineers, said map or plat being of record in Volume 13, Page 28, Map Records of San Patricio County, Texas, to which reference is here made for all purposes.

All of the Limitations and restrictions herein contained shall extend to and include the heirs, assigns, devisees, lessees, and holders of every kind, who may purchase or acquire any real property interest of any type, nature or degree in said subdivision from said Grantors, their successors and assigns.

Grantors do hereby dedicate all streets and easement ways shown and set forth on the face of said map or plat, such dedications to be used for the construction, operation and maintenance of utility lines and roads and streets for the use of the public to the extent that the public is entitled to use property so dedicated.

Grantors further provide that the covenants, conditions, limitations and restrictions herein contained shall constitute covenants running with the land, and each and every one of such restrictions and limitations shall be binding upon and shall inure to the benefit of Grantors of "La Ponderosa", their successors and assigns and to the purchasers of all lots and other property interest in said subdivision. Such limitations, conditions and restrictions shall be made a part of such contract or other instrument conveying a lot or lots within said subdivision by reference to the place of record of this instrument, and by acceptance of any such instrument of conveyance of any property interest therein, the Grantee in such instrument of conveyance, his heirs and assigns, shall be subject to and shall agree to be bound thereby, and each such contract or deed or other instrument of conveyance shall be conclusively held to have been executed, delivered and accepted subject to all terms, conditions, limitations and restrictions herein contained. In the event of the failure of any contract, deed or other instrument of conveyance in said subdivision to refer to this instrument, nevertheless this instrument will and shall be considered a part of such instrument of conveyance, and transfer to any Grantee or any property interest in and to said subdivision shall be construed to be subject to the terms and provisions hereof.

For the purpose of creating and carrying out a uniform plan of improvement and sale of lots in "LA PONDEROSA", and for the purpose of maintaining said subdivision as a restricted residential area, the following limitations, restrictions and conditions on the use of lots contained therein are hereby established, adopted and imposed upon each lot or parcel of land in said subdivision, to-wit:

- (1.) All property in "LA PONDEROSA", shall be used for private residence purposes only. No property in this subdivision shall be used for business or for commercial purposes of any nature whatsoever.
- (2) No more than one (1) dwelling will be permitted on any one lot in said subdivision and no re-subdivision of any lot will be permitted without the written consent and approval of the "Architectural Committee". Construction plans shall be submitted to the "Architectural Committee" before the start of any construction. Any plans not approved or disapproved in writing by the Architectural Committee within fifteen days after their submission shall be considered to be approved. In the event the Architectural Committee does disapprove any plan submitted within the fifteen (15) day period, then the proposed construction shall not be allowed.
- (3) All buildings constructed in said subdivision shall have an attractive appearance and shall meet or exceed the requirements of minimum property standards for one and two family dwellings and of manual of acceptable practices as issued by the U.S. Department of Housing and Urban Development.
- (4) Houses shall be set back from the front property line, twenty five (25) or more feet and ten (10) or more feet from any side or rear lot line.
- (5) All buildings or any outbuildings, except house, garage and well cover shall be set back one hundred (100) or more feet from front property line.
- (6) No residence shall be erected on any lot with a square footage of living area less than fourteen hundred (1400) square feet. Garages, enclosed porches, breezeways, guest houses, etc., shall not be construed as part of the minimum square footage listed above. In the case of houses having more than one (1) story above ground level, the ground level floor shall not be less than one thousand (1000) square feet in the living area. Houses shall be constructed with permanent outside materials acceptable to the Architectural Committee. All improvements shall be of new construction.
- (7) Absolutely no structure shall be moved onto any tract in said subdivision. All lots shall be kept free and clear of litter. No building materials or inoperative automobiles, trucks or the like shall be left on any lot or lots within this subdivision beyond a reasonable length of time.

On or before June 15, 1979, C.S. Brown, president of
La Ponderosa Inc., shall appoint a committee to be
known as the "Architectural Committee" of five (5) property owners to serve for
a three (3) year period. After the expiration of this three (3) year period,
the Committee will consist of five (5) property owners elected by a majority of
the owners of the property in said subdivision and a new election held each
three (3) years thereafter. In the event an election is not held at the time
specified, the then existing committee shall continue to serve until a new one
is duly appointed. Any vacancies will be filled by choice of the remaining
committee members.

(8) No garage, temporary building, mobil home, or recreational vehicle
of any type or nature shall be permitted for the use of living quarters, ex-
cept a garage apartment will be permitted, provided it is built in conjunction
with or after the main dwelling is erected.

(9) Septic systems used in connection with buildings on any lot in said
subdivision must be of type to require the use of septic tank and field drains
and must be installed with approval of City - County Health Department. In
no event will a cesspool be permitted on any lot or lots in this subdivision,
due to the fact that it is anticipated that fresh water wells will be drilled
in said subdivision. Absolutely no outdoor toilets will be permitted or main-
tained on any portion of this subdivision.

(10) Absolutely no fowl, swine or livestock of any kind or nature shall
be kept on any part of this subdivision.

(11) No lot or lots shall be used or maintained as a dumping ground for
rubbish, trash, garbage or other waste of any nature. Any rubbish, trash or
garbage or other waste shall not be kept on any lot or lots except in sanitary
containers. All incinerators or other equipment for the storage of or for
disposal of such materials shall be kept in a clean and sanitary condition.

(12) No lot or lots in said subdivision shall be used as a junk yard,
trailer park, or for treating persons afflicted with tuberculosis or any other
diseases that are infectious or contagious, nor shall any of said lots be used
for a purpose that is obnoxious or offensive to the owners or users of other
lots in said subdivision, nor shall anything be done on any lot or lots that
shall become an annoyance or nuisance to the other users or owners in said
subdivision.

(13) No fence or wall shall be placed anywhere in said subdivision
without the approval of the Architectural Committee, which approval shall not
be unreasonably withheld, it being the intent and purpose of this restriction
to allow a fence to be constructed, provided it does not unreasonably block
the view of the lake area of other adjoining lot owners.

(14) If through error or oversight or mistake between grantors and the
owners or builders of any such structures shall not entirely conform to all of
the limitations and restrictions herein contained, such non-conformity shall
in no way affect or impair the limitations and restrictions as applying to
any and all of the remainder of said subdivision. Any delinquency or delay

on the part of any owner to enforce the correction of any violation of the restrictions or limitations herein contained shall not operate as a waiver of such violations nor shall any delinquency or delay confer any implied right of any other owner or holder of a lot or lots in said subdivision to change, alter or violate any of the limitations and restrictions herein contained.

DURATION OF RESTRICTIONS


(16) All restrictions and limitations herein contained shall be binding upon the parties hereto and all parties claiming by, through or under them and upon all owners of property in said subdivision, each of whom shall be obligated and bound to observe all of the reservations, conditions and limitations herein contained; provided, however, that no person or persons shall be liable for breaches herein committed by any person or persons at any time other than during his or her ownership of property in said subdivision.

(17) Each and every owner of a lot or lots in "LA PONDEROSA", shall have the right to enforce the restrictions, conditions and limitations herein contained and shall have the right to injunction, either prohibitory or mandatory, or both as a means of preventing a breach, or to enforce the observance of all the restrictions, limitations and conditions herein contained. The remedy or injunction shall be cumulative to that of forfeitures or title, as well as of all other legal remedies to which such parties may be entitled. Specifically, any owner or owners of a lot or lots in said subdivision who are damaged by virtue of the breach of any of the covenants, limitations and restrictions herein contained, shall have the right to sue for damages any person or persons violating such restrictions, conditions and limitations and the person or persons violating the provisions hereof shall be liable for legal damages and reasonable attorney's fees.

(18) Should any portion of the restrictions, limitations and conditions herein contained be held by any court to be invalid, void, or unenforceable for any reason, such adjudication shall not in any way affect, limit, impair or restrict any other of the provisions hereof.

This instrument shall be recorded in the office of the County Clerk of San Patricio County, Texas and shall be referred to in all contracts and all deeds executed by grantor's and such reference, or if such reference is omitted, the mere filing hereof in the office of the County Clerk shall place all subsequent owners, purchasers and interested persons in and to any and all of the lots or blocks in said subdivision on due notice of the full contents hereof as completely as if this instrument were included in full in such contracts of sale, contracts for deed, deeds, or other instruments evidencing title to any portion of this subdivision. The terms and provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of grantors, and to all who are or may become the owners of any property interest contained in said subdivision.

WITNESS OUR HANDS at Sinton, San Patricio County, Texas on
this the 8th day of January 1979.



C.S. Brown,
President, La Ponderosa, Inc.

STATE OF TEXAS
COUNTY OF SAN PATRICIO

Before me the undersigned authority, on this day personally appeared C.S. Brown, president of La Ponderosa, Inc., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 8th day of
January, 1979.




Sharon G. Sanders,
Notary Public in and for
San Patricio County, Texas

276181

Restrictions

La Ponderosa Inc

to
The Public

FILED FOR RECORD

4:30 p.m. 2/14

JAN - 8 1979

Dottie Maley
CLERK COUNTY COURT SAN PATRICIO TEXAS

11th day & Per
N. P. Melling
PO Box 120
Amarillo 79103

Filed for Record 8th day of January 1979 at 4:30 P.M.
Recorded 10th day of January 1979 at 10:15 H.M.
Volume 601 Page No. 175-179

By *M. Marion Callaway* Deputy
Marion Callaway

DOTTIE MALEY, County Clerk
San Patricio County, Texas