

AMENDMENTS TO DEED RESTRICTIONS

OF

N533885

PONDEROSA FOREST

SECTION TWO

02/11/92 00502453 N533885 \$

STATE OF TEXAS {

COUNTY OF HARRIS {

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the restrictions and covenants for PONDEROSA FOREST, SECTION TWO were originally filed for record at County Clerk's Film Code Number 082-29-0456 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Ponderosa Forest is a subdivision in Harris County, Texas, consisting of Ponderosa Forest, Section Two (2), a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 149, Page 90 of the Map Records of Harris County, Texas; and

WHEREAS, it is the intent of the Lot owners in the subdivision to amend in its entirety the existing Deed Restrictions for Ponderosa Forest, Section Two (2), the same being recorded at Film Code Number 082-29-0456 of the Real Property Records of Harris County, Texas; and

WHEREAS, said restrictions, at Paragraph 15, provide for amendment and extension thereof by instrument signed by the Owners of a majority of Lots, said instrument to be recorded in the Real Property Records of Harris County, Texas; and

WHEREAS, the Owners of the Lots in the subdivision have the right and power to amend the restrictions and covenants; and

WHEREAS, the undersigned, constituting no less than a majority of Owners of Lots in Ponderosa Forest, Section Two (2), in their desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said Subdivision, for the protection of property values thereon, and for the purpose of clarifying and more clearly specifying certain restrictions and covenants...

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NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the Lot owners of PONDEROSA FOREST, SECTION TWO, being the owners of a majority of the Lots in Section Two (2) of Ponderosa Forest, have approved these Amendments to the deed restrictions for Ponderosa Forest, Section Two (2), and do hereby make and file the following restrictions, reservations, protective covenants, limitations and conditions regarding the use and/or improvements on the Lots located in Ponderosa Forest, Section Two (2), including, but without limitation, the Lots, dedicated roads, avenues, streets, waterways and common areas and facilities therein. The hereinafter stated Amendments to the deed restrictions for PONDEROSA FOREST, SECTION TWO, shall be effective on the twenty-second (22nd) day of February, 1992 or at 5:00 o'clock p.m. on the date same are filed for record in the Official Public Records of Real Property of Harris County, Texas, or for record in such other records of real property in the County Clerk's Office of Harris County, Texas, in which such records are customarily filed, whichever event occurs later. The deed restrictions for Ponderosa Forest, Section Two (2), shall be and are hereby Amended as follows:

ARTICLE I
DEFINITIONS

Section 1. "PONDEROSA FOREST MAINTENANCE ASSOCIATION" is a Texas Non-profit Corporation and includes its members, officers, and agents, and is sometimes hereinafter referred to as the Association, or PFMA (and is sometimes referred to in the community as Ponderosa Forest East).

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 part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, and excluding those persons or entities holding only a lien, easement, mineral interest or royalty interest burdening the title thereto.

Section 3. "Property" or "Properties" shall mean and refer to all of Ponderosa Forest (which is within the jurisdiction of the Board of Directors of PFMA), as same is legally described in the Map Records of the County Clerk's office of Harris County, Texas, for Ponderosa Forest Subdivision and any additions thereto as may hereinafter be brought within the jurisdiction of the Board of Directors of PFMA.

Architectural Control and Deed Restriction Committee provided for in Article IV hereof, and shall sometimes be referred to as the "Restriction Committee" and/or the "Deed Restriction Committee" and/or the "Architectural Control Committee".

Section 8. "Supplemental Declaration" shall mean and refer to any supplemental declaration of covenants and restrictions bringing additional property within the scheme of the declaration under the authority provided in Article VIII, Section 4 hereof, and/or supplementing these restrictions and covenants.

Section 9. "Corner Lot(s)" shall mean and refer to any Lot which abuts on more than one street.

Section 10. "Single Family" and/or "Single Family Dwelling" shall mean residential occupancy by members of a family who are related to each other by blood, adoption, or marriage, or residential occupancy by not more than two unrelated persons, living together as a single housekeeping unit as distinguished from a group occupying a boarding house, fraternity house, apartment house, commune or multi-family house.

Section 11. "Business" or "Business Purpose" shall mean and include, but not limited to, any occupation or venture having profit as one of its major aims; any commercial, industrial or professional dealings; any commercial establishment of any sort; any activity which includes one or more employees of any kind, not a member of the family residing on the premises; any establishment frequented by customers; any other activities which are commercial, profit-oriented, industrial, professional or manufacturing in nature and/or which involve the production, manufacturing, trade or sale of goods and services; and/or any non-profit organizations which have one or more employees (as defined above) and/or which are frequented by customers. However, the definition herein shall be subject to the provisions of Article III, Section 1(b), contained elsewhere in these restrictions.

Section 12. "Streets" shall include any street, drive, boulevard, road, lane, avenue or any place that is shown on the recorded plat as a thoroughfare.

Section 13. "Section Two (2)" shall refer to all Lots in Ponderosa Forest, Section Two (2), a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 149, Page 90 of the Map Records of Harris County, Texas. References herein to Section Two, Section 2 and Section II shall

Section 19. "Residential Lot(s)" means and refers to the Lots, shown upon the Subdivision plat, which are restricted hereby to use for residential purposes.

Section 20. "Approving Section(s)" shall refer to those Sections in which the required number of Lot Owners sign and approve this Declaration.

Section 21. "Majority" shall refer to a simple majority (more than one-half) of the Record Owners.

Section 22. "Structure" shall refer to and mean anything constructed on a Lot, including but not limited to, buildings and any part thereof, garages, dwellings, outbuildings, fences, swimming pools, decking, spas, gazebos, fences, tennis courts, pavement, driveways, walkways, slabs and other things constructed, whether constructed on the Lot or constructed elsewhere and moved onto the Lot.

ARTICLE II

AMENDMENT OF EXISTING RESTRICTIONS AND COVENANTS

Section 1. Purpose of Declaration of Covenants, Conditions and Restrictions. Except as hereinafter provided, the purpose and intent of this Declaration of Covenants, Conditions and Restrictions is to amend, in their entirety, the existing Restrictions and Covenants Governing Property and Lots in Ponderosa Forest Subdivision, Section Two (2).

Except as hereinafter provided, the existing restrictions and covenants governing property and Lots for Ponderosa Forest Subdivision, Section Two (2) shall be amended in its entirety upon approval of this Declaration by a majority of the members (as that term is defined elsewhere in this Declaration) of Section Two (2) of Ponderosa Forest. The amendment of the restrictions and covenants, as contained in this Declaration, shall not operate to divest the Board of Directors of PFMA, or any other affected person, from pursuing a legal action to enforce the deed restrictions and/or operate to abate any violation of any of the restrictions and covenants contained in the existing restrictions and covenants governing property and Lots in Ponderosa Forest Subdivision, Section Two (2), and shall not operate to relieve any person or entity from his or its obligation to pay any regular assessments for maintenance fees which had accrued and/or were delinquent at the time of the

signatories to this Declaration that restrictions and covenants shall govern the properties of Ponderosa Forest. In the event that any particular sections or provisions of this Declaration are invalidated by judgment or court order and the entire Declaration is not so invalidated, and, as the result of such invalidation the particular restriction or covenant is no longer enforceable (in its amended form), then the applicable previous restriction or covenant contained in the Restrictions and Covenants Governing the Property and Lots in Ponderosa Forest Subdivision, Section Two (2), shall be revived and shall become in full force and effect only as to the particular restriction or covenant which had been invalidated.

Section 4. Grandfather Clause. The restrictions contained in this Amendment shall not apply to existing structures and improvements (including without limitation, buildings, roofs, decks, fences, dwellings, garages, driveways, sidewalks, swimming pools, gazebos, antennas or satellite dishes or any other structures or other improvements) so long as such structures or improvements were not in violation of the Deed Restrictions in existence at the time of enactment of this Declaration, or, if in violation of the existing Deed Restrictions, so long as approval of the structure or improvements had been granted by the Architectural Control and Deed Restriction Committee or so long as such structures or improvements had been erected or constructed more than 120 days prior to the effective date of the Amendments and the Association had failed to take legal action to have the structure or improvement removed. Nevertheless, any such structure or improvement shall be subject to the provisions of these Amendments as to any remodeling, additions to, painting of or repairs which occur after the effective date of these Amendments.

Section 5. Future Amendments. The provisions of this Article shall govern the enactment of this Declaration. Future Amendments or Revisions or Supplemental Declarations shall be governed by the provisions of Article VIII.

ARTICLE III

LAND USE AND BUILDING RESTRICTIONS

Section 1. Residential Use. Each Lot in the Subdivision shall be subject to the following use restrictions and such Lots shall be occupied and used only as follows:

No building of any character (except as hereinafter provided) shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon.

(b) Notwithstanding the above, an outdoor salesperson or other professional person shall have the right to maintain an office in his home subject to the following restrictions: (1) No signs, advertisements, displays, banners, etc., shall be placed or maintained on the Lot, on the residency or any other structure of the Lot, or in any window of any residency; (2) No employee, agent or independent contractor (other than members of the family residing on the property) shall be employed to work at the premises; (3) No production or manufacture of goods shall be permitted and no goods or services shall be sold or exchanged at the premises, except by telephone or mail; (4) Customers or employees shall not frequent the residency on a regular basis; and (5) The activity carried on shall not constitute and/or become an annoyance or nuisance to other Lot Owners.

(c) Subject to any provisions contained elsewhere in these restrictions, all exterior construction of the primary residential structure, garage, porches and other appurtenances or appendages of every kind and character on any Lot shall be completed no later than one hundred twenty (120) days from the date of commencement of construction and all interior construction (including, but no limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, and all interior walls, ceilings and doors completed) shall be completed no later than six months following the commencement of construction. Selection items, such as wallpaper, vinyl flooring, tile flooring, carpet, appliances, electrical fixtures, and other items which are commonly referred to in the building industry as selection items, are not included within the requirements of this subsection. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set or the time work on the property commences if there is no foundation involved. For good cause, the Architectural Control and Deed Restriction Committee may extend the time for completion of exterior or interior construction.

(d) No new dwelling shall be occupied for residential purposes until the exterior and interior of the dwelling has been finished and/or completed to the extent required by the Architectural Control and Deed Restriction Committee.

removal of said objects prior to the completion of construction of such improvements.

(f) Neither the Architectural Control and Deed Restriction Committee nor the Board of Directors of PFMA shall have any right to grant a variance as to the residential use restriction, and any such variance shall be null and void.

Section 2. Dwelling Size. The minimum livable or floor area of the main residential structure, exclusive of open or screened porches, stoops, open terraces, garages, patios and attached accessory buildings shall be 2300 square feet for a one (1) story house and 2700 square feet for a two (2) story house for dwellings in Section Two of Ponderosa Forest Subdivision.

Section 3. Quality and Type of Construction, Materials and Landscape. The following restrictions shall govern the construction of any structure on any Lots in the Subdivision:

(a) No residence shall have less than fifty-one percent (51%) brick or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control and Deed Restriction Committee. All exterior first floor walls (exclusive of window and door openings) facing a street shall be erected with complete brick or masonry veneer, except that the Architectural Control and Deed Restriction Committee has the authority to approve residential construction utilizing other building materials so long as fifty-one percent (51%) of the residency is brick or equivalent masonry construction on its exterior wall area. For purposes of this restrictive covenant, masonry includes stucco and all materials commonly referred to in the Houston, Texas, building industry as masonry. Masonry as used and required herein shall also include brick, brick veneer, stone, stone veneer, or other type of masonry construction, but shall not include asbestos shingles or other similar fireproof boarding. If material other than wood siding is used for the remaining portion of the exterior wall area, or is used for the exterior wall area of the garage structure, then the material used must be approved, in writing, by the Architectural Control and Deed Restriction Committee.

In computing the above percentage, roof areas, gables and window and door openings shall be excluded, but attached garages, porches and other structures constituting part of the residency shall be included.

(d) Unless otherwise approved in writing by the Architectural Control and Deed Restriction Committee, each main residence building and all improvements shall be constructed on the lot so as to face the front of the lot. Each corner lot shall face on the street which it has the smallest frontage, except that garages on corner lots may face the side street.

(e) No window or wall type air conditioner shall be permitted to be used, erected, placed or maintained in or on any building except that window air conditioner units will be allowed in garages and workshops so long as such units are not visible from the street.

(f) No recreational equipment or structure, such as basketball backboards and hoops, trampolines, etc., shall be erected or maintained on any lot forward of the building setback line or side yard lines for corner lots. Such recreational equipment or structures shall not be permitted to be used in such manner as to become a nuisance or annoyance to other lot owners, or violate any other provisions of these deed restrictions. No such recreational equipment or structure shall be installed, erected or maintained on any vacant lot without written approval of the owner of the lot. If such written approval is granted, then the provisions specified in this subparagraph regarding location of such recreational equipment or structure within the setback lines must be complied with and such recreational equipment or structure shall not be permitted to be used in such manner as to become a nuisance or annoyance or as to violate any other provisions of these deed restrictions.

(g) Mailboxes, house numbers and similar structures must be harmonious with the overall character and aesthetics of the subdivision.

(h) All new dwellings in any section of the subdivision shall be of a quality of workmanship and materials substantially the same or better than those of the existing dwellings previously constructed in that section in which the dwelling is located.

(i) Sidewalks shall have a pea gravel finish or other material approved by the Architectural Control and Deed Restriction Committee.

Section 4. Building Locations. The following restrictions, covenants and conditions shall be applicable to all dwellings, garages and other structures constructed on any lot.

particular corner Lot faces.

(e) The following building setback lines shall govern: No dwelling, building or other structure shall be located on any residential Lot or plot nearer than twenty-five feet (25') to the front Lot line, nor nearer than ten feet (10') to any side street line, unless otherwise noted on the recorded plat, nor nearer than five feet (5') to the rear Lot line, nor nearer than three feet (3') to any side Lot line on the garage side and five (5') on the living area side.

Section 5. Temporary and Prohibited Structures. There shall be permitted on any residential Lot the use of a detached storage building, not to exceed six feet (6') in height inclusive of the roof, at its highest point, provided that such storage building does not exceed one hundred fifty square feet (150 sq. ft.) in total area, that such building is approved by the Architectural Control and Deed Restriction Committee, that said storage building is built and maintained in a manner consistent with these restrictions and covenants, that said storage building is placed out of public view behind a fence or other protective screening as provided elsewhere in these covenants, that, if it exceeds six feet (6') in height inclusive of the roof (by written approval of the Architectural Control and Deed Restriction Committee) such building must correspond in style, architecture and type of material to the main dwelling to which it is appurtenant, and that such storage building complies strictly with the applicable setback lines.

Section 6. Garages. Garages must be provided for all residences and in no case shall a carport act as or be substituted for a garage even on a temporary basis. The garage shall conform in architectural design and material with the main structure. No garage shall be placed, erected, or maintained upon any part of said premises except for use in connection with a residence already constructed or under construction at the time such garage is placed or erected upon the Lot. There shall be only one (1) garage structure for each Lot which shall have places for no fewer than two (2) and no more than three (3) vehicles.

No garage door located less than twenty-five feet (25') behind the front wall of the main residential structure shall open at less than a ninety (90) degree angle to the front property line unless expressly approved, in writing, by the Architectural Control and Deed Restriction Committee.

Garage doors shall be kept completely closed when the garage is not in use and no vehicle or other obstruction shall be placed in the garage which prevents the garage door from being closed.

Any construction of a second floor level on a garage, whether by the original builder or as an alteration to an existing garage, shall require the prior written approval of the Architectural Control and Deed Restriction Committee.

The restrictions contained herein shall not apply to a porte-cochere provided that said porte-cochere has been approved as to location, size, type of material and design by the Architectural Control and Deed Restriction Committee prior to its construction, and provided that said porte-cochere corresponds in style, architecture and type of material to the main structure to which it is appurtenant.

Section 7. Fences and Protective Screening. No fence, wall, hedge, pergola, or other attached or detached structure shall be erected, placed, maintained or permitted to remain on any part of any Lot between the street adjoining the Lot and front setback lines and/or forward of the building setback line of such Lot as the case may be or on the Lot building line of any corner Lot on the side facing the street. No fence or wall is to exceed seven feet (7') in height, except as otherwise approved in writing by the Architectural Control and Deed Restriction Committee. The heights or elevations of any wall or fences shall be measured from ground level perpendicularly to the top of the fence. In no event shall any fence or wall be erected, placed or altered on any Lot nearer to the street than the minimum setback lines as shown on the recorded plat. No fence or wall constructed of chain link or other form of metal wire or wire mesh shall be erected on any Lot, unless completely enclosed inside wood fencing or other approved fencing and unless such fence is lower in height than the outside fence. Wooden fences visible from and adjoining to any street shall be constructed in such a manner that smooth faced pickets will be visible from the street and horizontal rails and vertical posts face into the rear or side yard. Said fences shall be constructed so that there are no gaps between the boards constituting said fence larger than 1/2 inch. It shall be the Lot Owner's responsibility to maintain the fence or protective screening in good repair.

All fences shall be of the design, color and type of materials which are architecturally compatible and in keeping with the general decor of the subdivision.

location shall be restricted to the rear of the residential structure or to the rear of the roof ridge line, gable or center line of the residential structure so as to be hidden from sight, to the greatest extent practicable, when viewed from the front of the Lot.

(b) No external satellite dishes shall be maintained, erected or installed on any portion of any Lot and any and all satellite dishes and/or satellite dish type structures are strictly prohibited. A satellite dish shall not be regarded as an antenna for receiving normal television signals. Architectural Control and Deed Restriction Committee approval for the construction, erection or installation of satellite dishes or satellite dish type structures on any Lot shall not be granted under any circumstance, and any such approval, if given, shall be null and void.

(c) No radio or other electronic transmitter shall be permitted or maintained on any Lot, the operation of which may interfere with normal radio or television reception of other Lot Owners.

(d) The restrictions contained in this section shall not apply to existing antennas or satellite dishes so long as the antenna or satellite dish was not in violation of the Deed Restrictions in existence at the time of enactment of this Declaration.

Section 9. Outdoor swimming pools, hot tubs, spas, decking and gazebos. The design and location of outdoor swimming pools, hot tubs, spas, decking (over six feet in height), greenhouses and gazebos must be approved, prior to installation and/or construction, by the Architectural Control and Deed Restriction Committee, and such pools, etc., must be securely fenced. Each Lot Owner shall provide adequate fencing around any swimming pool, hot tub and/or spa constructed or installed on his Lot so as to safely keep children out of the pool or spa area. No outdoor swimming pool, hot tub, spa, decking or gazebo may be built or maintained forward of the front building setback line of a Lot, or the side yard lines for corner Lots, or forward of the residence.

Every Lot containing a swimming pool, hot tub and/or spa must be constructed or installed so as to comply with all public laws and ordinances. Swimming pools, hot tubs and/or spas must be maintained so as not to create a breeding place for mosquitos and other insects or so as not to create an obnoxious odor or so

the right to remove any signs not complying with the provisions of this section, and in doing so, the Board of Directors of PFMA or its agents shall not be liable, and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 11. Oil and Mining Operations. No oil or gas drilling, oil or gas development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use and boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 12. Livestock, Poultry, Reptiles and Insects. No animals, livestock, sheep, goats, swine, reptiles, insects or poultry of any kind shall be raised, bred or kept on any Lot except that not more than a total of three (3) dogs, cats or other common household pets may be kept, provided that such pets are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the Owner of such Lots, and provided that such pets are not allowed to roam or wander unleashed in the neighborhood and provided that such pets shall not become a nuisance or annoyance to other Lot Owners in the neighborhood. Regardless of the number, size or type of household pets, such pets shall not be permitted to constitute a nuisance. Excessive barking by dogs, howling by cats, or other excessive noise especially between the hours of 10:00 o'clock p.m. and 7:00 o'clock a.m., shall constitute a nuisance per se and the Directors of PFMA shall have authority to abate such nuisance by injunctive action or other legal remedies. All animals shall be kept confined inside an enclosed area by their owner and shall not be outside the enclosure except on a leash. No horses, cattle or other livestock shall be kept or stabled on any such Lots. The Directors of PFMA shall have the right to limit the number and variety of household pets and shall, in its sole discretion, determine whether the activities of such pets constitute a nuisance or annoyance to other Lot Owners. The Directors of PFMA shall have the further right to establish regulations providing for the control of pets.

Section 13. Storage and Disposal of Garbage and Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material and such rubbish shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids.

The dumping of rubbish, trash, garbage or other waste materials on vacant Lots or common areas is prohibited. It is further provided that there shall be no burning of trash or leaves at any time in the Subdivision.

There is reserved in favor of the Board of Directors of the PONDEROSA FOREST MAINTENANCE ASSOCIATION the determination of the method of garbage disposal as to whether it shall be through public authority or through private garbage collection contractor(s). Said Board shall also be authorized to promulgate rules and guidelines for storage and pickup of garbage, such as back door pickup and type of garbage container. The said Board shall also have the authority to determine the size and type of waste containers, the screening or enclosure thereof, the temporary location of such containers and plastic bags pending collection and the period of time such containers or bags may be situated at such temporary location. The PONDEROSA FOREST MAINTENANCE ASSOCIATION is hereby vested with authority to act as the exclusive bargaining agent for Section Two of Ponderosa Forest to negotiate and execute contracts with any public authority or private garbage collection contractor(s) for garbage collection and disposal.

Section 14. Water and Sewage Disposal Systems. No individual water supply or sewage disposal system shall be permitted on any Lot. No water well, outside toilets, privy, cesspool, septic tank or other individual water or sewage system shall be constructed, utilized or maintained on any Lot, and each Lot Owner must use the water and sewer services provided by the Water District until such time as those services are provided by the appropriate state, county, municipal or other governmental authorities, at which time such services shall thereafter be used.

Section 15. Visual Obstruction at the Intersections of Streets. No object or thing that obstructs sight lines and elevations between two feet (2') and six feet (6') above the surface of the streets or roadways shall be placed, planted or permitted to remain on any corner Lot. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street properly line with the edge of a driveway. No vehicles may be parked in driveways on corner lots in such a manner as to obstruct sight lines at intersecting streets; provided further that the provisions of Section 22 of this Article shall be controlling. No tree shall be permitted to remain at such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of

Deed Restriction Committee shall take surface drainage into consideration when considering the location of any structure, fence, pool, etc.

Section 17. Sidewalks. No sidewalks shall be constructed or maintained without the prior written approval of the Directors of PFMA, and the Directors of PFMA shall have the sole authority to determine the location and type of construction of any sidewalk within the Subdivision. Sidewalks shall be defined as walks or raised paths, constructed of concrete or other paved materials, which are parallel to the abutting street and forward of the front or side building line of the Lot nearer than fifteen feet (15') to the abutting street. Notwithstanding the above, the Directors of PFMA shall have no authority to require any Lot Owner to construct a sidewalk or to take any portion of Property by eminent domain or otherwise to construct such sidewalks. All permitted sidewalks shall have curb ramps at all crosswalks [if same are required by 23 U.S.C.A. 5402 (b) (1) (F)] and all curb ramps shall be constructed in accordance with specifications provided by the Engineering Department of Harris County, Texas.

Section 18. 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 a privilege of placing or constructing improvements on such resulting sites in which case setback lines shall be measured from the resulting property lines. 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. Notwithstanding the above, it is expressly provided that no such consolidation of Lots as provided herein above shall be permitted without the prior written approval of the Architectural Control and Deed Restriction Committee.

Section 19. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all grass, vegetation and weeds thereon cut in a sanitary, healthful and attractive manner. In no event shall any Lot Owner or occupant 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. Every Owner of a Lot by the acceptance of a deed for the same, or by acceptance of title, covenants that he, she or it will not permit the Lot or any improvements thereon, including, but not limited to, the grass, shrubs, trees, driveways, walks, structures, improvements,

drying of clothes shall be screened to conceal them from public view of neighboring Lots, streets or other Properties.

It is specifically provided that no owner, renters or lessees shall pour oil or chemicals or sweep leaves, grass or other trash into the subdivision storm sewers.

All residences and other permitted buildings must be kept in good repair, and must be painted, after written approval of the Architectural Control and Deed Restriction Committee, when necessary to preserve their attractiveness. The Architectural Control and Deed Restriction Committee shall have sole discretion to determine the color scheme for any painting and/or repainting of residences and other permitted buildings with the Committee to give highest consideration to a color scheme that is harmonious with the existing color scheme on the Lot and adjoining properties.

In the event that any Owner shall fail to maintain his Lot (and/or the structures and improvements thereon) in accordance with the provisions contained in this section and, in the judgement of the Architectural Control and Deed Restriction Committee, such failure results in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring lots or constitutes a hazard to persons or property, the Architectural Control and Deed Restriction Committee of PFMA may give written notice to the Owner of the Lot, by certified mail and regular mail to the property address, of such failure to maintain, specifically setting out the actions required to rectify such failure to maintain, and demanding that corrective action sufficient to cure the lot maintenance problem defined by the Architectural Control and Deed Restriction Committee be taken by the Owner of the Lot within ten (10) days of receipt of written notice setting forth the complaint. Within ten (10) days after receipt of such notice from the Architectural Control and Deed Restriction Committee, the Owner of the Lot shall perform such maintenance required to bring the Lot within compliance with these deed restrictions or shall, by written request to the Board of Directors of PFMA, demand a hearing before said Board of Directors.

Upon receipt of written request for such hearing, the Board of Directors shall schedule a specific time and place for the hearing and shall cause notice to be served on the Owner and all Directors of Ponderosa Forest Maintenance Association. After listening to all interested parties at such duly scheduled and convened hearing, the Board of Directors will decide by a 2/3

improvements) to restore the Lot (and/or structures and improvements) to a condition in compliance with these Deed Restrictions. For the purpose of performing the necessary exterior work, after expiration of the required ten-day notice period above and upon a 2/3 vote of the Board of Directors, the Board of Directors of PFMA, through its authorized agents, servants, employees or contractors, shall have the right to enter upon any Lot within the properties at reasonable hours between the hours of 7:00 a.m. and 8:00 p.m. on any days except Sundays and legal holidays.

IT IS EXPRESSLY PROVIDED that, in the event that the Board of Directors decide, by a 2/3 vote of the Board members present (if same constitutes a quorum under the By-Laws of the Association), that the condition of the Lot constitutes a serious hazard to persons or property, then the Board may, by such 2/3 vote, waive the hearing procedures set forth in the preceding two paragraphs and may, after the expiration of the ten (10) day notice to the Owner or occupant specified above, enter upon or authorize its agents to enter upon said Lot to perform work on the Lot (and/or structures and improvements) to restore the Lot (and/or structures and improvements) to a condition in compliance with these Deed Restrictions.

IT IS EXPRESSLY PROVIDED that, in cases in which the Lot Owner habitually fails to cut the grass and/or perform other routine maintenance of the Lot after having been through the notification procedure, on one or more prior occasions, or after having lost an appeal to the said Board for the same or similar violation, on one or more prior occasions, the Architectural Control and Deed Restriction Committee may continue to maintain the Lot until the Lot Owner demonstrates to Architectural Control and Deed Restriction Committee, in its discretion, a willingness to assume the responsibilities for maintenance of the Lot.

Payment of charges for any work performed upon any Lot to bring said lot into compliance with these deed restrictions shall remain the responsibility of the Owner of the Lot, regardless of whether performed by the Owner of the Lot and his agents, employees or contractors, or, after notice and/or hearing as set out in these Deed Restrictions, by the Directors of PFMA and its agents, employees or contractors. Payment for any work performed on a lot pursuant to the provisions of this Section 19 shall be due upon presentation of invoice to the Owner, either in person or by mail. Default in the prompt and full payment within thirty (30) days from the date the invoice is sent to the Owner at the property address shall entitle the Directors of PFMA to

in the nature of a hobby and not carried on for profit.

Stereos, radios, car radios and stereos, outside stereos and speakers, and other devices or equipment used for transmitting or receiving radio signals or electric signals, and televisions shall be maintained or used at such volume or decibel level as to not disturb the peace, quiet, comfort or serenity of adjoining Lot Owners, and the use of same at such volume or decibel level and/or at unreasonable times shall constitute a nuisance per se. No air conditioning equipment, machine or any other device producing continuous sound levels in excess of eighty (80) decibels within a five foot (5') radius shall be operated or maintained on any Lot.

The discharging of firearms is strictly prohibited in the Subdivision, except for reasonable and necessary protection of person or property.

The use of fireworks, including but not limited to bottle rockets, sky rockets or firecrackers, shall be strictly prohibited and shall be deemed a nuisance per se.

Except in an emergency or when other unusual circumstances exist, as determined by the Directors of PFMA, noisy outside construction or yard work or noisy interior construction work shall not be permitted before 7:00 o'clock a.m. and shall not be permitted after 9:00 o'clock p.m.

No repair work, dismantling or assembling of motor vehicles or of any other machinery or equipment shall be permitted in any street or yard adjacent to a street, or in the common areas. Automotive repair work of a temporary nature will be permitted on driveways behind the building setback line, but in no event for a period greater than seventy two (72) hours. No automobiles or other vehicles shall be stored, placed or maintained on blocks even on a temporary basis unless kept concealed in a garage or otherwise screened from public view. Automobiles or other vehicles which are determined to be in violation of the requirements of this paragraph shall be subject to being towed from the location and the Board of Directors of PFMA shall be relieved of all liability in taking such action.

The operation of dirt bikes, three wheel vehicles, three or four wheel recreational vehicles, go-carts or similar vehicles is strictly prohibited and shall not be operated and/or permitted in the Subdivision, and the operation of such vehicle(s) shall be strictly prohibited and shall be deemed a safety problem and

screened from public view by screening or fencing approved by the Architectural Control and Deed Restriction Committee. It is the intent of this section that no such vehicles shall ever be parked on any street or driveway or other portion of the lot exposed to public view forward of the front or side setback line except for temporary parking incident to the contemporary use of such vehicle and this section shall be strictly construed for that purpose. No inoperative vehicle (inoperative being defined as not in running or usable condition) may be parked or stored on any Lot or in any street at any time unless stored in a garage. No vehicle of any type shall be parked at any time on unpaved surfaces, such as yards between the street and the front or side setback lines, as shown on the respective recorded plat.

No vehicle of the Lot Owner, and/or the occupant, and/or his family, guests and invitees, shall be parked on streets or driveways so as to obstruct ingress and egress by the occupants of other Lots, their families, guests and invitees, except for the reasonable needs of emergency. No vehicle may be parked so as to obstruct postal delivery or to constitute a safety or traffic hazard.

At no time shall any house trailer, or any truck, trailer or commercial vehicle having a rated load capacity in excess of one (1) ton, be parked overnight or stored on any residential Lot nor shall any of the foregoing be parked on any street in the Subdivision at any time other than as may be reasonably required incident to construction work or delivery or pickup of goods, wares, property or materials to or from a Lot in the subdivision.

In those cases in which there are not sufficient parking spaces in the garage for all vehicles owned by the Lot Owners and the members of his family actually residing on the Lot, automobiles may be parked on the driveway of the Lot no closer to the street than the building front setback line or side setback line for corner lots as shown on the recorded plat of the Subdivision. The number of available parking spaces in the garage shall be in accordance with Section 6 of this Article. The exception contained in this paragraph as to automobiles shall not apply to other vehicles, trailers, campers, boats, etc., enumerated in the first paragraph of this section.

Section 23. Brick Walls and Entrances. Brick walls, entrance esplanades, or entrance signs, or any other improvements provided by the Developer shall become the property of PFMA, and an easement to maintain said improvements is hereby retained in favor of PFMA. Said improvements shall not be altered, replaced

within thirty (30) days from the date of his receipt of the insurance proceeds, regardless of whether or not the insurance proceeds are sufficient to pay all costs of repair and restoration, and shall complete the said repairs of rebuilding within one hundred twenty (120) days from the receipt of the insurance proceeds. However, anything to the contrary notwithstanding, the Lot Owner or builder shall, at the earliest possible time after the accident or other occurrence specified in this Section 24 (but with said period not to exceed 60 days from the date of such accident or other occurrence), take whatever action that is necessary to make the structure safe and to make the property attractive and neat by cleaning up the property and by removing all debris, burned wood and other items, dead trees and shrubs and other items required so as to maintain the appearance of the property.

(b) In the case of a residence or other structure being completely destroyed beyond repair, the house or other structure shall be reduced to the slab and all debris and the remainder of the structure shall be removed within a reasonable time not to exceed ninety (90) days from date of the destruction.

Section 25. Nondiscrimination. No action shall at any time be taken by the Directors of Ponderosa Forest Maintenance Association, which in any manner would discriminate against any Lot Owner or Owners in favor of any other Lot Owners.

ARTICLE IV

ARCHITECTURAL CONTROL AND DEED RESTRICTION COMMITTEE

Section 1. Creation of Architectural Control and Deed Restriction Committee. There is hereby created a committee to be known as the "Architectural Control and Deed Restriction Committee", which is created for the purposes of reviewing and approving or disapproving applications for architectural control committee approvals and/or requests for variances, as hereinafter more fully set forth. The Architectural Control and Deed Restriction Committee shall be a committee of the Ponderosa Forest Maintenance Association, and not a separate entity. The members of the Committee shall be appointed or replaced by the Board of Directors of the PFMA, as hereinafter provided.

Section 2. Objectives of Architectural Control and Deed Restriction Committee. The committee's objective shall be to prevent from being built in the subdivision any structure which

(specified above) shall be submitted to the Committee, detailing the proposed use of the structure or improvement, quality of workmanship and materials (showing the structure's or improvement's conformity in harmony with the exterior design of the existing structures and improvements in Ponderosa Forest), and showing the location of building and improvements with respect to topography and finished elevation. In the event that a slab shall be constructed or repaired, a slab survey shall be supplied to the Committee prior to the pouring of the slab. All such construction plans, specifications and drawings (specified above) shall be submitted to the Committee prior to the commencement of any construction or other work.

The person or entity seeking an approval of such structure or improvement shall first submit to the Committee a preliminary site plan showing all uses and dimensions of the proposed building, structure or other improvement in relation to other structures on the lot and on adjoining Lots or properties and any other details which the Committee may require. After the preliminary site plan has been approved (with or without modifications or conditions) by the Committee, the final working plans and specifications for the work shown on the preliminary site plan and schematic plan shall then be submitted to the Committee. The Committee shall examine the final working plans and specifications to determine whether they fully comply with these covenants and whether the proposed structure, building or other improvement is in harmony with the external design or location in relation to property lines, building lines, easements, grades, surrounding structure and topography.

The final working plans and specifications shall not be submitted to the Committee until the preliminary site plan and the schematic plan have been approved. The final working plans and specifications shall specify, in such form and under such requirements as the Committee may deem necessary (i.e., the Committee may require, but shall not be obligated to require the structural, mechanical, electrical and plumbing details), and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed structure, building or improvement or alterations thereof. Without limitation of the powers herein granted, the Committee shall have the right to specify a limited number of acceptable exterior materials or finishes that may be used in the construction, alteration or repair of any improvements; the minimum setback lines; the location, height, and extent of fences, walls, or other screening devices; and the orientation of structures, buildings or other improvements with respect to streets and structures on adjacent properties or Lots.

Section 3. Committee Membership. The Architectural Control and Deed Restriction Committee members shall be three (3) in number, and shall be appointed according to the provisions of the By-Laws of PFMA. Any approval or disapproval of any proposed variance or other matter requiring action by the Committee shall be in writing and signed by a majority of the Committee. A quorum of two members shall be required for any action. PFMA shall be vested with the power to promulgate rules and procedures for appointment of members to said Architectural Control and Deed Restriction Committee, and to determine their length of term on the Committee and grounds for their removal. There may not be more than two (2) members from any one (1) Section of Ponderosa Forest on the Committee.

Section 4. Replacement. In the event of death, removal, expiration of term or resignation of any member or members of said Committee, the successor member or members shall be appointed according to the provisions of the By-Laws of PFMA, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted. When by death, removal, expiration of term or resignation of members the Committee is reduced to only one member, the requirement of a quorum shall be suspended until one or more successor member or members shall have been appointed according to the provisions of the By-Laws of PFMA.

Section 5. Minimum Construction Standards. The Architectural Control and Deed Restriction Committee may from time to time promulgate an outline of minimum acceptable construction standards, provided, however, that such outline will serve as a minimum guideline and such Architectural Control and Deed Restriction Committee shall not be bound thereby. The Architectural Control and Deed Restriction Committee may also develop and submit to the PFMA one or more sets of architectural guidelines. Any architectural guidelines developed shall be approved by the PFMA and, if approved, such architectural guidelines shall be filed with the County Clerk's Office. Such architectural guidelines shall be binding upon the Committee and the Owners of Lots until such time as said architectural guidelines are revoked or modified by subsequent action of the PFMA.

Section 6. Variances. These restrictive covenants contain certain provisions whereby the Architectural Control and Deed Restriction Committee is expressly granted the authority, in its discretion to permit variances from the effect of a particular

burden to show that good cause exists for approving the proposed action and/or granting the variance and that the proposed action or variance will result in a more commonly beneficial use.

Section 7. Approval or Disapproval by Committee. An application for architectural committee control approval, including any request for a variance, shall be deemed to have been disapproved for the purpose hereof in the event that either: (a) written notice of disapproval is sent from the Architectural Control and Deed Restriction Committee within thirty (30) days of the Committee's receipt of the application or request; or (b) failure by the Architectural Control and Deed Restriction Committee to approve the application for architectural committee control approval and/or the request for the variance within thirty (30) days of the Committee's receipt of the application or request.

The failure of the Committee to comply strictly with the requirements of this section shall not be deemed as approval of the application and/or requested variance or other action as it is the intent of this Article that no application or any variance or other action shall be granted, and that no construction of any structure or improvement shall be commenced or completed, without the written approval of the Committee.

Except as hereinafter provided, the decision of the Committee on any matter contained within this Article shall be final. It shall be a prerequisite to the bringing of any legal action that the requirements of this Article be strictly adhered to by the person or entity seeking an approval of such structure or improvement or requesting the variance.

If the Committee disapproves the application and/or refuses to grant the variance, or otherwise fails to act within thirty (30) days of the Committee's receipt of the application or request, the person or entity seeking an approval of such structure or improvement or requesting such variance may request a hearing before the Board of Directors of PFMA. The application, plans, request for variance, request for hearings, any approvals or disapprovals, and any other written action taken under this Article shall be submitted to the Board of Directors of PFMA. The Committee shall make its recommendations, in writing, to the Board of Directors of the PFMA. If, after reviewing said documents submitted and the recommendations of the Committee, the Board decides to review the decision of the Committee, then it may set the matter for consideration at any regularly scheduled Board meeting. The Board may, at such Board

All applications, plans, requests for variance or other action, request for hearings, notices, any approvals or disapprovals, and any other written action taken under this Article shall be maintained in the permanent records of the Architectural Control and Deed Restriction Committee.

ARTICLE V

PONDEROSA FOREST MAINTENANCE ASSOCIATION

Section 1. Membership. Every record Owner of a Lot in the Subdivision shall be a member of the PONDEROSA FOREST MAINTENANCE ASSOCIATION. Membership shall be appurtenant to and may not be separated from the ownership of the Lot. Ownership of such Lot shall be the sole qualification for membership. Developers, as defined elsewhere in this Declaration, shall also be members.

Section 2. Voting Rights. All members who are current on their annual assessments shall be entitled to one vote for each Lot in the Subdivision in which they hold the interest required for membership provided in Section 1 above. When more than one person or entity holds such interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot. Non-owner residents may participate in meetings and other activities of PFMA but shall not have any voting rights.

Section 3. Nonprofit Corporation. A nonprofit corporation, entitled PONDEROSA FOREST MAINTENANCE ASSOCIATION, has been organized and duly incorporated and all duties, obligations, benefits, liens, and rights hereunder shall vest in said corporation.

Section 4. Bylaws. The PONDEROSA FOREST MAINTENANCE ASSOCIATION may make whatever rules or bylaws it may choose to govern the organization, provided that said are not in conflict with the terms and provisions hereof.

Section 5. Inspection or Records. The members of the PONDEROSA FOREST MAINTENANCE ASSOCIATION shall have the right to inspect the books and records of PFMA at reasonable times during normal business hours.

ARTICLE VI

COVENANTS FOR REGULAR, ANNUAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Annual Assessments. Each Lot (or fraction thereof) in the Subdivision is hereby severally subject to the following charges and assessments which shall run with the land and be in the same and equal amount for each Lot in the properties: to wit, a regular annual maintenance assessment in the amount per annum specified, and subject to increase or decrease as provided in Section 3 below. Each Owner of any Lot in the Subdivision, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the PONDEROSA FOREST MAINTENANCE ASSOCIATION said annual assessment.

Such assessments shall be established and collected as hereinafter provided and shall constitute the proceeds of a fund (hereinafter called "the maintenance fund") to be used for the purposes hereinafter provided. Such regular annual maintenance assessments, together with interest, costs, and reasonable attorney's 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 attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due, but such personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. However, such transfer shall not affect the vendor's lien on said Lot as said annual assessment shall run with the land.

The lien created herein shall be binding on each such Lot and on the Lot owner, and his heirs, devisees, personal representatives, assigns and successors. The aforesaid lien shall be superior to all other liens and charges against the Lot, except as provided for in Section 6 of this Article. The Board of Directors of PFMA shall have the power to subordinate the aforesaid lien to any other lien.

Section 2. Purpose of Assessments. The maintenance fund shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision, and the Board of Directors of PONDEROSA FOREST MAINTENANCE ASSOCIATION, shall use the proceeds of said maintenance fund for the benefit

FOREST MAINTENANCE ASSOCIATION to keep the properties and the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of Lots in the Subdivision, it being understood that the judgement of the Board of Directors of PONDEROSA FOREST MAINTENANCE ASSOCIATION, in the expenditure of said funds, shall be final and conclusive so long as such judgement is exercised in good faith. It is specifically provided that in regard to garbage and trash collection that the Board of Directors of PFMA shall determine from time to time the desirability of including such garbage and trash collection fees in the annual assessment or requiring separate payment whether to the Association or direct to the Garbage and Trash Collector, the basis for which determination shall be efficiency and negotiated rates. In the event that the Board elects to require separate payment for garbage and trash collection services, then the Board may act as the exclusive bargaining agent for the subdivision in negotiating and executing a contract for said garbage and trash collection services.

Section 3. Maintenance Fund: Maximum Regular Annual Assessment. Each Lot shall be subject to an annual maintenance charge for the purpose of creating a fund to be known as the Maintenance Fund and which maintenance fund charge shall be paid by the Owner of each Lot in conjunction with like charges to be paid by all other Lot Owners, except as noted below. The maintenance charge is hereby initially set at a maximum of \$250.00 per year for each Lot. In the event that a Lot owner owns more than one Lot, then there shall be a separate annual assessment for each such Lot owned. In the event that a Lot owner owns a fraction of a Lot, then there shall be a separate annual assessment for such fraction of the Lot owned, said amount to be determined by the percentage of the Lot owned.

The maximum annual assessment per Lot may be adjusted to more clearly reflect the true costs and anticipated economic conditions affecting the Subdivision, and the Board of Directors of PFMA may, by a majority vote of a quorum of the members of the Board of Directors, increase the annual assessment by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Lot Owners. By such majority vote, the Board may cumulate such percent increases prior years in the event that the Board did not increase the annual assessment by a complete ten percent (10%) in a prior year(s). In the event that the Board of Directors of PFMA determines that circumstances require that the annual assessment be increased by more than ten percent (10%) above the maximum assessment for the previous year, then such increase shall require the affirmative

assessment for future years.

The annual assessment or maintenance charge shall become applicable to each Lot and shall be secured by a Vendor's Lien on each Lot. If it becomes necessary to turn the collection of the maintenance charge over to an attorney, then in that event the Lot Owner will be liable for reasonable attorney's fees and costs incurred. Such maintenance charge shall be paid annually on the first day of January of each year in advance. All past due maintenance charges shall bear interest from their due date at the rate stated in Section 5 hereof. Appropriate recitations with respect to the maintenance fund and the reservation of the Vendor's Lien shall be included in each contract of sale and/or deed executed and delivered by any Lot Owner with respect to each Lot. The failure to include such recitations in the contract of sale and/or deed shall not affect the validity of the Vendor's Lien. During or before November of each year, the Board of Directors of PONDEROSA FOREST MAINTENANCE ASSOCIATION, shall hold a meeting for the Lot Owners for the purpose of reviewing the proposed budget for the next fiscal year and seeking guidance and input from the Lot Owners. Any said changes to these provisions shall become effective on January 1 of any successive one (1) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1 of the year the charges are to become effective.

The maintenance charge provided in this section shall be effective during the full term of this Declaration, unless changed as provided herein, in which event the maintenance charge, as changed from time to time, pursuant to the provisions of this section, shall be effective during the full term of this Declaration.

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessment period shall run from January 1 through December 31 of each year. The Board of Directors of PFMA 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, by regular mail, of the annual assessment shall be sent to each Lot Owner at the direction of the Board of Directors of PFMA. The Board of Directors of PFMA shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or duly authorized representative of PFMA setting forth whether the assessments on a specified Lot have been paid.

\$25.00	for drafting and filing the Notice of Lien.
\$3.00	(or such higher amount actually charged by the County Clerk's Office) for recording of the Notice of Lien with the County Clerk's Office.
\$25.00	for drafting and filing the Release of Lien.
\$3.00	(or such higher amount actually charged by the County Clerk's Office) for recording of the Release of Lien with the County Clerk's Office.
\$55.00	for each and every collection letter sent by the Association's attorney.
\$350.00	for drafting and filing the legal documents for non-judicial foreclosure of the lien.
\$25.00	(or such higher amount actually charged by the County Clerk's Office) for recording of the non-judicial foreclosure documents with the County Clerk's Office.

Such additional fees and charges shall become part of the assessment fees and shall be secured by a Vendor's Lien on each Lot. However, such fees shall not be charged unless and until such time as the Association actually incurs said charges. Such additional fees are the current prevailing rate and may be adjusted by the Board of Directors in the future to a rate consistent with the cumulative annual inflation rate as reflected by the Consumer Price Index.

The Board of Directors of PFMA, at its sole option, may bring an action at law against the Owner personally obligated to pay the same, or may foreclose, by either judicial or nonjudicial proceedings, the lien created hereby against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. To evidence the aforesaid assessment lien, PFMA shall be authorized, but not required, to prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the Board of Directors of PFMA and may be recorded in the office of the County Clerk of Harris County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Board may institute suit against the Owner personally obligated to pay the assessment and/or for

and hold, lease, mortgage and convey the same.

Section 6. Subordination of Lien. The lien of the assessments provided for herein shall be a first and superior lien to the lien of any mortgage or other lien, as set forth in the deed restrictions being amended herein. To that extent, the deed restrictions set forth at County Clerk's Film Code Number 082-29-0456 in the Official Public Records of Real Property of Harris County, Texas shall not be affected by this amendment and all first lien rights granted under said deed restrictions are being retained in this document. Sale or transfer of any Lot shall not affect the assessment lien. However, the Board of Directors of PONDEROSA FOREST MAINTENANCE ASSOCIATION shall have the right and authority to subordinate this lien to any lien hereinafter given to secure the payment of monies advanced or to be advanced on account of the purchase price of any/or improvements on any lot and/or the refinancing of any such purchase money or home improvement debt, upon receipt of written evidence satisfactory to the Board of Directors of PONDEROSA FOREST MAINTENANCE ASSOCIATION that the loan cannot be obtained unless the lien held by PONDEROSA FOREST MAINTENANCE ASSOCIATION is subordinated. All such subordination of liens shall be by written document, signed and executed before a notary by an authorized member of the Board of Directors and filed in the Office of the County Clerk of Harris County, Texas. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Vendors Lien. Each signatory and each Lot Owner contractually agrees to the assessment of fees and Vendors Liens securing same, provided for in this Article, and further contractually agrees that said Lien, if not sooner paid, or not foreclosed upon either by judicial or nonjudicial proceedings, shall be paid at the closing on the sale of the Lot burdened by such Lien.

Section 8. Transfer of Existing Maintenance Funds and Records to PFMA. The undersigned Lot owners, being a majority of the owners of Lots in said subdivision, do hereby create and establish the PONDEROSA FOREST MAINTENANCE ASSOCIATION as the organization for the purpose of collecting and administering the funds represented by the annual maintenance charge, as specified in the deed restrictions. Said PONDEROSA FOREST MAINTENANCE ASSOCIATION shall collect and administer the funds represented by the annual maintenance charge for all Sections of Ponderosa Forest Subdivision governed by the PONDEROSA FOREST MAINTENANCE ASSOCIATION.

easements, exceptions and reservations contained on any recorded plats of any Section(s) of the Subdivision shall remain in full force and effect and all such easements, exceptions and reservations are incorporated herein for all purposes as if set forth herein verbatim.

Section 2. The easements provided for in this Article shall in no way affect any of the recorded easements in Ponderosa Forest Subdivision.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be binding on the PONDEROSA FOREST MAINTENANCE ASSOCIATION, all signatories hereto and all Lot Owners in the Subdivision, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and, except as hereinafter provided, ending ten (10) years after the date that this Amendment is recorded in the County Clerk's Office. The rights, uses, easements and privileges of the Lot Owners in and to the common areas as provided for herein shall be deemed to be covenants running with the land and shall be perpetual. During the initial term, the covenants and restrictions of this Declaration may be changed or amended only by a majority of the Lot Owners of Ponderosa Forest, Section Two (2), or by a majority of the Lot Owners of the "Approving Section(s)" of Ponderosa Forest, as the case may be, and properly recorded in the appropriate records of Harris County, Texas.

Upon the expiration of such initial term, said covenants and restrictions (if not previously amended, and as amended, if amended), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten year extension periods, the covenants and restrictions to this Declaration may be changed or amended only by an instrument signed by a majority of the Lot Owners of Ponderosa Forest, Section Two (2), or by a majority of the Lot Owners of the "Approving Section(s)" of Ponderosa Forest, as the case may be, and properly recorded in the appropriate records of Harris County, Texas. Any amendment of this Declaration must be recorded in the Real Property Records of Harris County, Texas.

In those Sections of Ponderosa Forest (being those Sections which are governed by the PONDEROSA FOREST MAINTENANCE ASSOCIATION) in which the required number of Lot Owners sign and approve this Declaration (referred to as "Approving Section(s)" in Article I), then for future Amendment purposes, the "Approving Section(s)" shall be treated as if those Sections were one Section such that the combined approval of a majority of the Lot Owners in such Sections shall be required. In such event, it shall not require that the approval of a majority of the Lot Owners on a Section by Section basis be obtained.

If the deed restrictions are approved by all Sections of Ponderosa Forest (being those Sections which are governed by the PONDEROSA FOREST MAINTENANCE ASSOCIATION), then for future Amendment purposes, all five Sections shall be treated as if those Sections were one Section such that the combined approval of a majority of the Lot Owners in such Sections shall be required. In such event, it shall not require that the approval of a majority of the Lot Owners on a Section by Section basis be obtained.

Following any Amendment every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

It is the intent of this section that all restrictions, covenants, conditions, easements, exceptions, reservations and each and every term and provision of this Declaration shall be perpetual unless amended or terminated in the manner provided in this section.

Section 2. Enforcement. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for PFMA or any other Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages for such violations. The Board of Directors of PFMA or any Lot 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. It is expressly provided that PFMA shall have standing to bring any action to enforce, by any proceeding at law or in equity, the charges now or hereafter imposed by the provisions of this Declaration.

constitute a waiver of the right to thereafter enforce such provision or any other provision hereof. Such failure or delay of any such party shall not be considered as a basis for estoppel either in equity or at law. Such parties may exercise their rights herein despite said delay or failure to enforce said terms and provisions hereof on a prior occasion.

Section 3. Severability. In the event that any of the provisions hereof, or any portion thereof, shall become or be held to be invalid, whether by judicial decision or otherwise, such invalidity shall not affect, alter or impair any other provision hereof that was not so declared invalid, and such other provisions shall be and remain in full force and effect in accordance with the terms hereof.

Section 4. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, conveyance, lease, rental agreement, contract for deed or other agreement affecting title to or interest in any and all Lots in the Subdivision heretofore or hereafter executed wherein and warranties of title contained herein shall be subject to the terms and provisions of this Declaration, and such terms and provisions are hereby incorporated into each such contract, deed, conveyance, lease, rental agreement, contract for deed or other agreement affecting title or interest to such Lots by reference as if set forth therein verbatim.

Section 5. Binding Effect: Successors in Title. All the terms and provisions hereof shall be binding on all of the parties hereto, all signatories hereto, all persons or entities who own or possess an interest or title to any Lot(s), whether heretofore or hereafter acquired, and all persons or entities claiming an interest by deed, contract for deed, lease or rental agreement, and/or other conveyance, and to each of the foregoing respective heirs, personal representatives, successors, executors, administrators, legal representatives and assigns. The terms and provisions of this Declaration shall inure to the benefit of the PONDEROSA FOREST MAINTENANCE ASSOCIATION, and its successors and assigns.

Section 6. Effective Date. When the required approval of this Declaration has been obtained pursuant to the provisions of Article II hereof, this Declaration shall become effective and of legal force on the twenty-second (22nd) day of February, 1992 or at 5:00 o'clock p.m. on the date that this Declaration is filed for record in the Real Property Records of the County Clerk's

requirements, and any notices shall be provided in the manner so required.

WE HEREBY CONSENT to this Declaration of Covenants and Restrictions and hereby agree that the Lot to which we hold record title, as described below, shall be and is hereby subject to this Declaration. We agree that all the terms and provisions hereof shall extend to and be binding on all of the parties hereto and their respective heirs, personal representatives, successors and assigns, and to all other persons and entities bound by the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the said Declarant(s), existing Lot Owners and the said officers of PFMA and other signatories to this Declaration have executed this instrument in Harris County, Texas, on the date of their signatures hereto.

Effective this 10th day of February, 1992.

[Handwritten initials]

PONDEROSA FOREST MAINTENANCE ASSOCIATION

[Handwritten signature]

BY _____
PRINTED OR TYPED NAME:
JEFFREY EARLY
ITS PRESIDENT

ATTESTED TO:

BY _____
PRINTED OR TYPED NAME:
[Handwritten name]

STATE OF TEXAS (
COUNTY OF HARRIS (

BEFORE ME, the undersigned authority, on this day personally appeared B. H. WILLIAMS, known to me to be the person subscribed hereto, who after being duly sworn did on his oath depose and state as follows:

"My name is B. H. WILLIAMS and I am the duly authorized agent of Ponderosa Forest Maintenance Association, a Texas non-profit corporation. As evidenced by the signature pages filed herewith, the required number of Lot Owners approved the adoption and enactment of the AMENDMENTS TO DEED RESTRICTIONS FOR PONDEROSA FOREST, SECTION TWO (2). AS REQUIRED BY THE Restrictive Covenants then in existence for PONDEROSA FOREST, SECTION TWO (2), a majority of the then Lot Owners was required for passage of the Amendments.

"I hereby certify that the results of the amendment process for Section Two (2) of Ponderosa Forest are as follows:

The official records on file with the Ponderosa Forest Maintenance Association reflect that said Section Two (2) has one hundred thirty-seven (137) total residential Lots and that sixty-nine (69) Lot Owners must approve the Amendments. The official records on file with the Ponderosa Forest Maintenance Association reflect that seventy-six (76) Lot Owners in said Section Two (2) approved the passage of the Amendments, as evidenced by the signature pages filed herewith. The percentage of Lot Owners approving the Amendments in said Section Two (2) is fifty-five and one-half percent (55.5%).

"The original signature pages for the AMENDMENTS TO DEED RESTRICTIONS FOR PONDEROSA FOREST, SECTION TWO (2) are attached hereto."

[Handwritten signature of B. H. Williams]

B. H. WILLIAMS