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**AMENDMENT TO DEDICATION
OF PORT RIDGLEA, A SUBDIVISION IN HOOD COUNTY, TEXAS**

11588

STATE OF TEXAS §
COUNTY OF HOOD §

KNOW ALL MEN BY THESE PRESENT:

Whereas on or about December 3, 1969, R.A. Cantrell, Agent, acting as Dedicator prepare and filed of record at Volume 154, Page 477 of the Deed Records of Hood County, Texas a Dedication for the Port Ridglea Subdivision located in the George A. Lamb survey, Abstract No. 328 of Hood County, Texas covering Lots 19 through 152 inclusive of the property platted at Port Ridglea subdivision according to the plat thereof recorded at Volume 1 Page 27 (Slide A-16), Plat Records of Hood County, Texas; and

Whereas, R.A. Cantrell, Agent, Houston D. Miller, William H. Granger and Dalton Bleeker filed of record at Volume 253, page 788 an instrument conveying the certain rights under paragraph XII of the Dedication of Port Ridglea to Port Ridglea Property Owners Association, Inc.; and

Whereas, paragraph 17 of the "Restrictions and Covenants" contained in such Dedication provides that the restrictions and covenants shall automatically renew after twenty five years from the date of initial filing and every ten years thereafter unless an instrument signed by a majority of the lot owners of lots covered hereby has been recorded, agreeing to a change in said restrictions, covenants, and conditions in whole or in part; and

Whereas, we the undersigned owners of more than a majority of the lot owners covered by the Dedication for the Port Ridglea subdivision hereby agree to amend and change the restrictions and covenants applicable to property governed by the original Dedication of Port Ridglea subdivision of Hood County by adding the language in bold type below, deleting certain language from the original Dedication that is omitted below, and to ratify and confirm the remaining portions of the original restrictions and covenants as republished herein; and

Whereas, it is the intent in amending the Dedication of Port Ridglea subdivision that the changes made by these amendments shall not apply to any condition that existed on a lot as of the date this amendment is filed of record that conformed to the requirements of the original restrictions but would not conform to the restrictions as amended;

NOW THEREFORE, we the undersigned owners of property within the Port Ridglea subdivision of Hood County, Texas amend and as amended ratify the "Restrictions and Covenants" for Port Ridglea subdivision as set forth in below so that such "Restriction and Covenants" applicable to the Port Ridglea subdivisiion shall hereafter read as follows:

RESTRICTIONS AND COVENANTS

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1. No lot shall be used for other than **single family** residential purposes and no building shall be erected, altered, or permitted to remain on any lot other than one detached single family dwelling with a private garage, boat houses, **approved outbuildings and permanent structures ancillary to the residence. Residential use includes tenancies of six (6) months or longer; but excludes shorter terms tenancies, weekend rentals, use as a bed and breakfast and other commercial uses not compatible with the residential character of the neighborhood. The decision of the Board of Directors of Port Ridglea Property Owners Association, Inc. in determining whether a particular commercial use is not compatible with the residential character of the neighborhood shall be final and binding on all parties.** No soil or trees shall be removed for any commercial use.
2. All advertising signs are prohibited without written consent of the **Port Ridglea Property Owners Association, Inc.**
3. No lot shall be subdivided without approval of the Dedicator; however, Dedicator expressly reserves the right to subdivide any lot in said addition so long as he shall hold title thereto.
4. No buildings, fence or structure of any kind shall be located on any lot nearer to the front lot line than 25 feet; provided such setback may be waived by Dedicator as to individual lots where deemed by Dedicator appropriate because of the terrain of such lot. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of a building. Lots shall "front" on the adjoining street; corner lots shall be deemed to "front" on the street adjoining the shortest lot line. No part of any structure shall be erected or maintained closer than 7 feet to any side lot line.
5. No structure of a temporary character, trailer, mobile or movable home, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Any garage and/or covered boat house shall be constructed at the same time or subsequent to the construction of the house it is intended to serve. All exterior improvements shall be completed with six (6) months from the beginning of construction, unless prevented by war, strikes or acts of God. **Motor homes and recreational vehicles shall not be permitted to be parked or stored on a lot except under a permanent structure; provided that temporary parking not to exceed 2 weeks per calendar year or as approved in advance by the Port Ridglea Property Owners Association, Inc. shall be permitted.**
6. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral line constructed to comply with the specifications of the Brazos River Authority, and governmental authorities having jurisdiction, and no "outside" or surface toilets shall be permitted under any circumstances. All lavatories, toilets, and bath facilities shall be completely installed and functioning before the residence is occupied.

7. The pumping of water from DeCordova Bend Reservoir is prohibited except by special permit, in writing, granted by the Brazos River Authority. All docks and boat houses shall comply with any Brazos River Authority regulations.
8. No water wells shall be drilled upon any of the said numbered lots by the owners so long as water for domestic uses shall otherwise be available to the owners of said lots, but noting herein contained shall be construed as prohibiting R. A. Cantrell, Jr., Agent, his successors, assigns, or nominees, from drilling and equipping a well or wells on any property located in or near the Subdivision for the purpose of supplying water to the owners of any property in said Subdivision or in any addition thereto.
9. No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any residential lot, excepting dogs, cats or other household pets not kept for commercial purposes.
10. Use of firearms or fireworks on the premises is prohibited.
11. The lots shall be kept clean and free of trash, garbage, and debris at all times, and fires must be contained in a safe enclosure, and lot owners shall keep the grass cut so that it shall not grow in excess of six inches high. **Prior to beginning construction of the residence, a lot may not be used for parking or storage of motor vehicles, boats, trailers, recreational vehicles, heavy equipment or construction materials.**
12. No building, fence or structure of any kind shall be erected or altered on any lot until the plans therefore, including suitability of materials and design, specifications, plot-plan, and compatibility with surrounding lots have been approved in writing by the **Port Ridglea Property Owners Association, Inc., which may delegate such authority to an Architectural Committee. All permanent structures to be built shall be compatible in design, materials and construction with that of the residence.** In the event of disapproval of any such plans, specifications, materials, designs and/or plot-plans, notice of such disapproval shall be by delivery in person or by registered or certified letter addressed to the party submitting the same at an address which must be supplied with the submissions. Any such notice may set forth the elements disapproved and the reason therefore, but need not contain suggestions as to methods to cure any matters or things disapproved. The judgment of the **Port Ridglea Property Owners Association, Inc.** in this respect and the exercise of its discretion shall be final and conclusive. If notice of disapproval of said plans, specifications, materials and/or plot-plans is not mailed within thirty (30) days after same have been submitted, it will be presumed that same have been approved.
13. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood in which said lot is located.

14. There shall not be erected or permitted to remain on any lot a dwelling having a floor area (when measured to exterior walls and exclusive of attached garage, open porches, patios or other similar appendages) of less than **1200** square feet; however, the Dedicator or his assigns may allow a variation of ten percent of the total number of square feet at his sole discretion.
15. **By acceptance of a conveyance of title to any lot after the date this amendment is filed of record in the Real Records of Hood County, Texas (whether by deed, inheritance or intestate succession); the new property owner shall become a member of the Port Ridglea Property Owners Association, Inc., a Texas Non-profit corporation and shall be bound by the Bylaws, rules and regulations established by such Association. Each such member of the Association, as an incidence of ownership of property in Port Ridglea subdivision, shall be bound to pay to Port Ridglea Property Owners Association, Inc. such dues and assessments as may hereafter be established by the Port Ridglea Property Owners Association, Inc. in accordance with its bylaws in an amount necessary or proper to carry out the purposes of such Association. By acceptance and retention of title to any lot after the date this amendment is filed of record, each owner, his heirs and assigns, agrees that Port Ridglea Property Owners Association, Inc. shall have a lien upon the subject lot (inferior only to liens for taxes and any duly recorded mortgages) to secure payment of the aforementioned dues and assessments; including court costs and reasonable attorney fees incurred in connection with the collection of same.**
16. These restrictions, covenants, and conditions may be enforced by Dedicator herein, **Port Ridglea Property Owners Association, Inc.**, or by the owner of any lot in PORT RIDGLEA either by proceedings for injunction or to recover damages for breach thereof, or both.
17. These restrictions, covenants and conditions are to run with the land and shall be binding on all parties and all persons claiming under the a period of twenty-five years from the date of such restrictions, covenants and conditions and filed in the Deed Records of Hood County, Texas, after which time said restrictions, covenants and conditions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the lot owners of lots covered hereby has been recorded, agreeing to a change in said restrictions, covenants, and conditions in whole or in part.