

EXHIBIT D TO DECLARATION OF RESTRICTIONS
FOR
PINE RIDGE SUBDIVISION, SECTION II

DEED RECORDS
VOL 283 PAGE 614

ADMINISTRATION

1. TERM

These covenants and restrictions are to run with the land and shall be binding upon and inure to the benefit of all owners of tracts in Pine Ridge Subdivision, Section II, and all persons claiming under them until January 1, 1988, after which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority in votes of the then owners of tracts in Pine Ridge Subdivision, Section II, is filed for record in Waller County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part (with the owner of each tract being entitled to one (1) vote per acre contained within such tract).

2. AMENDMENT AND EXEMPTION

Developer, its successors and those to whom this right is expressly assigned, shall have the right and power to modify or eliminate entirely the foregoing restrictions by recorded instrument with respect to any portion of Pine Ridge Subdivision, Section II, or any tract thereof, before Developer shall have conveyed title thereto, subject, however, to the approval of such modification or elimination by O. Dean Couch, Jr., D/B/A Couch Mortgage Company (hereinafter called "Lender"), such approval being required only during the term of the loan with respect to such property from Lender, however, any such amendment or elimination shall not be held to destroy the validity or enforceability of the restrictions upon the tracts previously conveyed by Developer. Developer, its successors and those to whom this right is expressly assigned, shall have the power to exempt any tract from the foregoing restrictions or any part thereof by express recital in the initial conveyance of such tract by Developer, or subsequent to conveyance, by special letter agreement, from the Committee with respect to each tract to the contrary, subject however, to the approval of such exemption by Lender, such approval being required only during the term of the loan from Lender with respect to such property. Approval of such exemption from the foregoing restrictions, or any part thereof, by Lender, shall be effective and act as a waiver of such exemptions or any part thereof with respect to all tracts in Pine Ridge Subdivision, Section II, however, approval by Lender of such exemptions shall not affect the requirement of approval of same on each tract by the Committee.

3. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of Developer, its successors and assigns, and equally for the benefit of any subsequent owner of any tract or tracts in Pine Ridge Subdivision, Section I, and his heirs, executors, administrators, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties, by and through the Association and the Committee as elsewhere herein provided.

4. SEVERABILITY

The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easement and restrictions which shall remain in full force and effect.

Filed for Record Jan. 27 A.D., 1978 at 2:15 o'clock P.M.

Recorded Jan. 31 A.D., 1978 at 2:00 o'clock P.M.

ELVA D. MATHIS, County Clerk, Waller County, Texas

By Louise Avery Deputy

fresh water well and septic tank connections in accordance with County minimum requirements, and exterior walls of all residential dwellings shall be completed with a suitable grade of metal, asbestos, wooden, brick or masonry siding so as to present a suitable appearance, except that the Committee has the authority in its sole discretion to approve residential and recreational construction utilizing other siding materials, where, in its judgment, such deviation will result in a structure of suitable appearance. Such approval must be granted in writing, and when given, will become a part of these restrictions. All roofs on any residential or recreational dwellings other than mobile homes and trailer houses shall be constructed and maintained with wood shingles, composition shingles, or aluminum shingles. Roofing of tool sheds, garages and carports and animal shelters may be made of any suitable material.

4. BUILDING LOCATION

No building shall be located on any tract nearer to the front line than one hundred (100) feet or nearer to the side-lot line than twenty (20) feet unless approved by the Committee in writing.

5. CONSTRUCTION AND COMPLETION

Written approval of the Committee shall be required before any single family dwelling, whether residential or recreational, may be occupied prior to the entire completion of the exterior of such dwelling including all additions or expansions. Entire completion additionally shall include but not be limited to removal from construction site of all unused construction materials and cleaning of the construction site so that the general appearance of the area meets the standards set by the Association.

6. RECREATIONAL VEHICLES AND SHELTERS

Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house, camping, and hunting trailers, motor homes, tents, or other portable camping structures, when used temporarily for camping and recreational, but not residential purposes. A trailer, mobile home, motor home, tent or other camping shelter shall be deemed to be in use for residential purposes if the same remains in a fixed spot upon the land in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, when in a fixed spot in excess of one hundred twenty (120) days.

7. TEMPORARY STRUCTURES

Structures which do not comply with the land use and building type restrictions contained elsewhere herein shall be prohibited, whether temporary or permanent in character.

8. FENCES

Fences, walls, hedges, pergolas or other attached or detached structures may be erected, grown or maintained within fifty (50) feet of any property line only if the same are constructed of chain link, wire or wire mesh, or approved by the Committee. The minimum type fencing acceptable shall be a four-wire fence with four-inch type posts, such posts being a maximum of thirty (30) feet apart.

9. SIGNS

No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential and recreational tract without the consent in writing of the Committee, except one (1) sign not more than forty-eight (48) inches square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period as established by Developer. Developer or members of the Committee shall have the right to remove any such sign, advertisement or billboard, or structure which is placed on any tract in violation of these restrictions, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

and harmony with the external features of existing structures in Pine Ridge Subdivision, Section II, and as to location of the building and improvements with respect to topography and finished grade elevation. A majority of the Committee may designate a representative with authority to approve the design and location of any building. Any approval or disapproval by the Committee of any matters herein required or permitted shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after any plans or specifications have been submitted to it, or in any event, if no suit to enjoin the construction under such plans and specifications has commenced prior to the completion of the improvements, approval will not be required and the provisions of this paragraph shall be deemed to have been fully satisfied. The Committee, at its sole discretion is hereby permitted to approve deviations in building area and location in instances where, in their judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing.

The Committee also has the right and duty to enforce these conditions, covenants, assessments, protective provisions, and restrictions in any court of law or equity having jurisdiction to hear such action.

4. MAINTENANCE

Each tract sold by Developer shall NOT be subject to an annual maintenance charge; however, at such time as the Board of Directors of the Association shall decide that maintenance expenses are necessary for the maintenance and improvement of the property in Pine Ridge Subdivision, there shall be charged a reasonable and necessary amount to cover expenses incurred for any or all of the following purposes: improving and maintaining streets, roadways and drainage ditches; enforcement and administration of the maintenance funds; enforcement of all covenants and restrictions by the Building Control Committee; and doing any other things necessary or desirable in the opinion of the Board of Directors of the Association to keep, maintain and improve the Pine Ridge Subdivision, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of the Board of Directors of the Association in expenditure of such funds shall be final as long as such judgment is exercised in good faith. Any maintenance charge shall be collected by the Board of Directors of the Association, its successors and assigns annually.

Any contingent maintenance charge shall remain effective until January 1, 1988, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the acreage in the tracts covered by this instrument may revoke such contingent maintenance charge on either January 1, 1988, or at the end of any successive ten-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, Waller County, Texas, at any time prior to January 1, 1988, or at any time prior to the expiration of any ten-year period thereafter.

ALL THAT TRACT OR PARCEL OF LAND situated in Waller County, Texas,
out of the George A. Dennett Survey A-123 and being

BEGINNING at an iron pin at the intersection of the old North line of Kulhanek
Road with the new West line of Blinka Road;

THENCE with the North line of Kulhanek Road N 87° 37' 47" W, 1185.61 ft. to an
iron pin;

THENCE N 2° 12' 12" E, 2181.02 ft. to an iron pin;

THENCE N 41° 41' 44" E, 344.78 ft. to an iron pin;

THENCE N 18° 27' 12" E, 445 ft. to an iron pin in the South line of a new road;

THENCE with said road line N 71° 32' 48" W, 286.71 ft. to a point;

THENCE N 18° 27' 12" E, 950 ft. to an iron pin;

THENCE N 71° 32' 48" W, 437.25 ft. to an iron pin;

THENCE N 18° 27' 12" E, 961.81 ft. to a point in the center line of Pine Ridge Road;

THENCE S 71° 01' 24" E, 339.70 ft. to a point;

THENCE S 73° 38' 44" E, 279.13 ft. to an iron pin;

THENCE S 63° 32' E, 98 ft. to a point in the new West line of Blinka Road;

THENCE with said road line S 25° 07' E, 70 ft. to a point;

THENCE in a southerly direction on a curve to the right having a radius of 674.07 ft.,
a distance of 290.11 ft. to a point;

THENCE continuing with said road line S 1° 53' 06" W, 2285.47 ft. to a point;

THENCE in a southerly direction on a curve to the left having a radius of
674.07 ft., a distance of 160.90 ft. to a point;

THENCE continuing with said road line S 21° 08' E, 37 ft. to point;

THENCE in a southerly direction on a curve to the right having a radius of 716.78 ft.,
a distance of 113.53 ft. to a point;

THENCE 0° 42' 22" W, 340.80 ft. to a point;

THENCE in a southerly direction on a curve to the right having a radius of
1909.86 ft., a distance of 198.37 ft. to a point;

THENCE S 0° 42' 22" W, 352.14 ft. to a point;

THENCE S 84° 57' 05" E, 68.83 ft. to a point;

THENCE continuing with said Blinka Road in a southerly direction on a curve
to the right having a radius of 1909.86 ft, a distance of 485.97 ft.,
to a point;

THENCE S 2° 17' 13" W, 400.09 ft. to the POINT OR PLACE OF BEGINNING,
containing 103.283 acres of land.