

98961

STATE OF TEXAS  
COUNTY OF WALLER

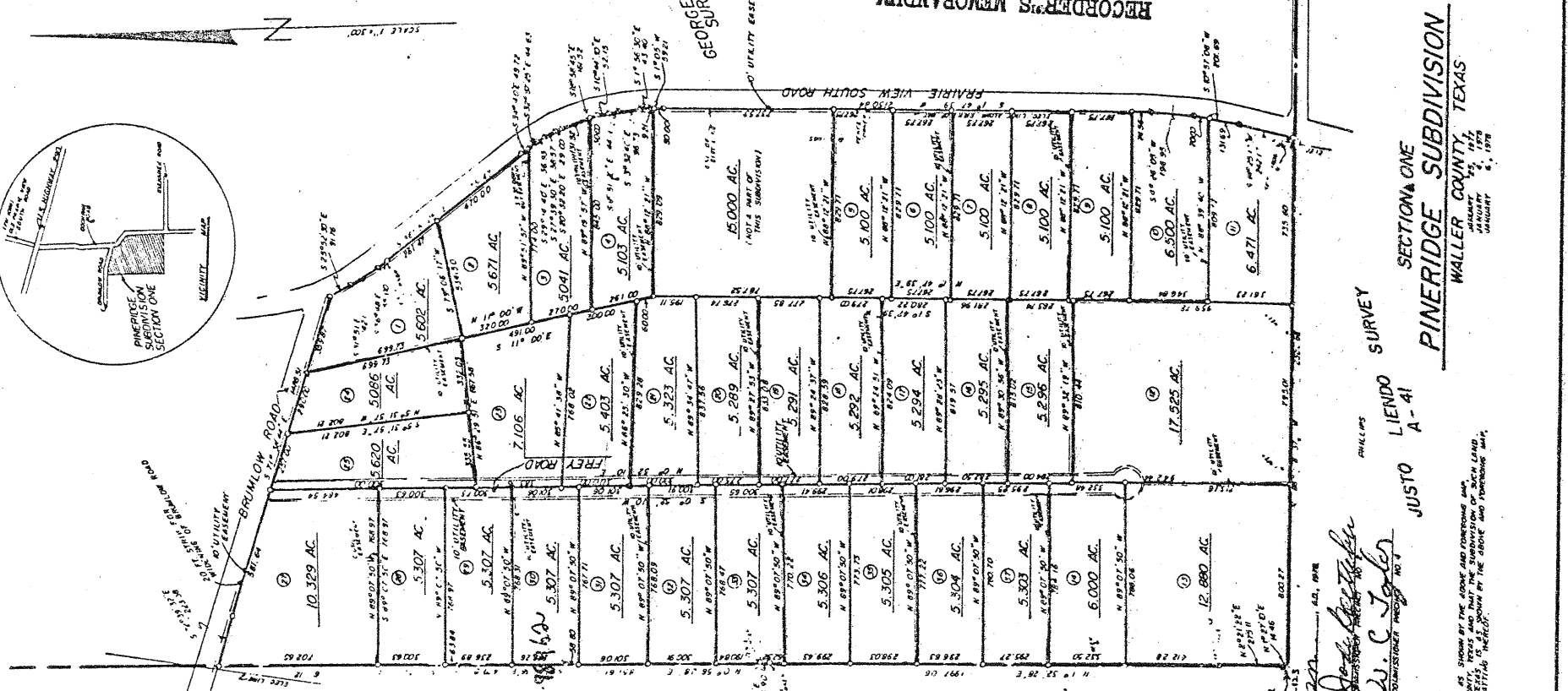
COHENLY BROTHERS GENERAL PARTNERSHIP, TRUSTEES UNDER THE WILLIAMS' COGNAC WILLING TRUST, TRUSTEES UNDER THE COCHAN, OWNERS AND HOLDERS OF A SECOND LIEN AGAINST THE ABOVE DESCRIBED ELDSE SAID LIEN, AND WALTER C. COCHRAN, III, AS CO-EQUAL PARTNER, AND ALL OTHERS WHO MAY CLAIM INTEREST IN SAID LIEN, HAVE HERETOFORE AGREED TO THIS AGREEMENT, WHICH IS ALSO DEDICATED FOR UTILITIES AN UNDISTURBED LEGAL EASEMENT ONE (1) FEET WIDE FROM A PLAIN TWENTY (20) FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT AND ON BOTH SIDES OF SAID LIEN, AND THE STREET FRONTAGE THEREON, IN THE CITY OF DENTON, TEXAS.

COHENLY BROTHERS GENERAL PARTNERSHIP  
BY /s/ WALTER C. COCHRAN, III  
WALTER C. COCHRAN, III  
WALTER C. COCHRAN, III  
GENERAL PARTNER

BY /s/ [Signature]  
DONALD BROWN, JR.  
DONALD BROWN, JR.  
DONALD BROWN, JR.

STATE OF TEXAS  
COUNTY OF WALLER  
BY /s/ [Signature]  
TEAN E. BROWN, JR.  
TEAN E. BROWN, JR.  
TEAN E. BROWN, JR.

STATE OF TEXAS  
COUNTY OF WALLER  
BY /s/ [Signature]  
JACK TAYLOR  
JACK TAYLOR  
JACK TAYLOR



RECORDER'S MEMORANDUM  
ALL OR PARTS OF THE TEXT ON THIS PAGE  
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY  
RECORDATION.

PINERIDGE SURVEY  
LIENDO A-41  
JUSTO A-41  
SECTION ONE  
PINERIDGE SUBDIVISION  
WALLER COUNTY, TEXAS

Filed for Record Jan. 27 A.D., 1978 at 2:15 o'clock P.M.  
Recorded Jan. 31 A.D., 1978 at 1:30 o'clock P.M.

ELVA D. MATHIS, County Clerk, Waller County, Texas  
BY /s/ Louise Avery  
Louise Avery Deputy

Section I

98962

DECLARATION OF RESTRICTIONS

FOR

DEED RECORDS

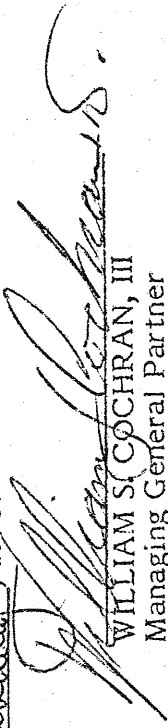
VOL 283 PAGE 597

PINE RIDGE SUBDIVISION, SECTION I

STATE OF TEXAS )  
COUNTY OF WALLER ) KNOW ALL MEN BY THESE PRESENTS:

THAT PINE RIDGE SUBDIVISION, a development of Cochran Brothers General Partnership, a Texas general partnership, sometimes hereinafter referred to as "Developer", being the owner of a tract of land out of the George A. Dennett Survey, Waller County, Texas, and having platted a portion of said land into a residential and recreational subdivision to be known as Pine Ridge Subdivision, Section I, as described in Exhibit "A" attached hereto, does hereby establish, adopt and set forth certain conditions, covenants, assessments, protective provisions and restrictions, as contained in Exhibits "B", "C" and "D" attached hereto, which shall be applicable to the said Pine Ridge Subdivision, Section I, land and shall be binding upon any purchaser, grantee, owner or lessee of any land in the said Pine Ridge Subdivision, Section I, and upon the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee, owner or lessee. A map of said Pine Ridge Subdivision, Section I, approved as required by law, has been filed for record in the Records of the County Clerk of Waller County, Texas, on the 27th day of January, 1978, under Document No. 98961 and recorded in Volume         , Page         , of the Map Records of said County. It is the intention of Developer that Pine Ridge Subdivision shall be maintained as a residential and recreational subdivision in which the owners of the various tracts may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential and recreational uses and related matters are concerned, while at the same time assuring to every purchaser of land in this subdivision that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

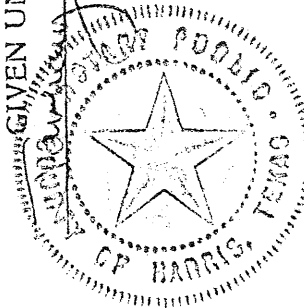
EXECUTED this 6th day of January, 1978.

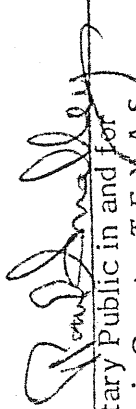
  
WILLIAM S. COCHRAN, III  
Managing General Partner  
Cochran Brothers General Partnership

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. COCHRAN, III, Managing General Partner of COCHRAN BROTHERS GENERAL PARTNERSHIP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of COCHRAN BROTHERS GENERAL PARTNERSHIP, a Texas general partnership, for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL of office on the 6th day of January, 1978.



  
Notary Public in and for  
Harris County, T E X A S  
My commission expires         

TOM E. SMALEY  
Notary Public in and for Harris County  
My Commission Expires Jan. 26, 1978

TRACT ONE:

All that tract or parcel of land situated in Waller County, Texas, out of the George A. Dennett Survey, A-123, Waller County, Texas, and being described by metes and bounds as follows:

BEGINNING at an iron pin in the West line of Cochran Road at a point North 88 deg. 23 min. 46 sec. West 22.33 feet from the intersection of the East line of Cochran Road with the North line of Kulhanek Road;

THENCE with said South line of this tract North 88 deg. 18 min. 37 sec. West 2330.88 feet to the Southwest corner;

THENCE with the West line of this tract North 1 deg. 27 min. 10 sec. East 14.46 feet;

North 2 deg. 21 min. 22 sec. East, 275.11 feet;  
 North 1 deg. 32 min. 28 sec. East, 1997.06 feet;  
 North 1 deg. 49 min. 15 sec. East, 46.90 feet;  
 North 0 deg. 56 min. 28 sec. East, 851.61 feet;  
 North 0 deg. 42 min. 36 sec. East, 479.15 feet;  
 North 0 deg. 52 min. 10 sec. East, 1087.98 feet to an iron pin in the

South line of the 20 foot strip for the widening of Brumlow Road;

THENCE with said new proposed road line South 72 deg. 39 min. 32 sec. East 229.25 feet; and

South 71 deg. 38 min. 44 sec. East 1469.43 feet to the intersection of said new road line with the West line of Cochran Road;

THENCE with the West line of Cochran Road South 25 deg. 52 min. 30 sec. East 119.68 feet;

South 31 deg. 51 min. East, 142.11 feet;  
 South 36 deg. 48 min. East, 55.00 feet;  
 South 36 deg. 51 min. 25 sec. East, 751.47 feet;  
 South 34 deg. 40 min. East, 49.72 feet;  
 South 32 deg. 57 min. 25 sec. East, 44.63 feet;  
 South 29 deg. 14 min. 40 sec. East, 36.93 feet;  
 South 27 deg. 39 min. 30 sec. East, 58.57 feet;  
 South 20 deg. 32 min. 20 sec. East, 29.00 feet;  
 South 18 deg. 58 min. 45 sec. East, 161.52 feet;  
 South 10 deg. 44 min. 30 sec. East, 52.15 feet;  
 South 8 deg. 51 min. 20 sec. East, 44.11 feet;  
 South 3 deg. 32 min. 40 sec. East, 96.73 feet;  
 South 1 deg. 56 min. 30 sec. East, 43.40 feet;  
 South 1 deg. 05 min. West, 9.21 feet to an iron pin at the  
 Northeast corner of a 15 acre tract;

THENCE with the North line of said Tract North 88 deg. 12 min. West, 829.09 feet to an iron pin at the Northwest corner of said tract;

THENCE South 1 deg. 47 min. 39 sec. West 787.52 feet to the Southwest corner of said tract;

THENCE South 88 deg. 12 min. 21 sec. East 829.71 feet to an iron pin at the Southeast corner and in the West line of Cochran Road;

DEED RECORDS

VOL 283 PAGE 599

THENCE with said road line South 1 deg. 47 min. 39 sec. West 1413.31 feet;

South 4 deg. 26 min. 05 sec. West, 196.95 feet;

South 10 deg. 57 min. 08;sec. West, 201.69 feet;

South 14 deg. 25 min. 17 sec. West, 242.17 feet to the Point of

Place of Beginning, and containing 220.762 acres of land.

PINE RIDGE SUBDIVISION, SECTION I

ORGANIZATIONS

1. PROPERTY OWNERS ASSOCIATION

There is hereby created the Pine Ridge Property Owners Association, herein-after called "Association", for the purpose of protecting and promoting the residential and recreational environment of all of Pine Ridge Subdivision through maintenance and enforcement of the property restrictions adopted for each Section of the Subdivision. The Association shall consist of all the purchasers, grantees, lessees and owners of the tracts which are a part of Section I and all subsequent Sections of said Pine Ridge Subdivision with the owner of each tract being entitled to one (1) vote per acre contained within each such tract. The Association shall act by and through a Board of Directors, composed of five (5) of its members, elected annually for terms of one (1) year by the majority in votes of those Association members voting in each election; however, the initial Board of Directors shall be William S. Cochran, III, Robert P. Cochran, and Steve T. Cochran, and shall assume and retain control of the Property Owners Association until that point in time when, in the opinion of Developer, the best interests of all property owners in Pine Ridge Subdivision shall be best served by having a different Board of Directors. If any member of the initial Board of Directors dies, resigns, or becomes unable to act, the other members of the initial Board of Directors are authorized to appoint a new Director to serve.

The initial Board of Directors shall perform the following functions:

- (a) act as representatives of all of the property owners in Pine Ridge Subdivision to insure against depreciation of property values;
- (b) collect and expend, in the interest of the subdivision as a whole, the maintenance charges as hereinafter created;
- (c) enforce, by appropriate legal proceedings, these covenants and restrictions in the manner set out hereinbelow;
- (d) approve or reject plans and specifications for improvements to be erected in Pine Ridge Subdivision in the manner set out hereinbelow;
- (e) keep financial records with respect to maintenance charges collected, which records shall be available for inspection by any lot owner in Pine Ridge Subdivision at all reasonable times; and
- (f) do all other acts necessary to preserve, protect and promote the recreational and residential environment of Pine Ridge Subdivision through maintenance and enforcement of the property restrictions.

2. BUILDING CONTROL COMMITTEE

The Board of Directors shall also be known as the Building Control Committee (herein elsewhere called the "Committee"). No member of the Committee or its designated representatives, as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

3. DUTIES OF THE BUILDING CONTROL COMMITTEE

No building shall be erected, placed or altered on any residential and recreational building site or tract in Pine Ridge Subdivision, Section I, until the construction plans and specifications therefor and the plat plan of the building site showing the locations of all buildings and sidewalks to be erected thereon have been approved by the Committee as to use, quality of workmanship and materials, conformity and harmony with the external features of existing structures in Pine Ridge Subdivision, Section I, 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 shall also have 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.

EXHIBIT C TO DECLARATION OF RESTRICTIONS  
FOR  
PINE RIDGE SUBDIVISION, SECTION I

DEED RECORDS  
VOL 283 PAGE 602

RESTRICTIONS

1. LAND USE AND BUILDING TYPE

No tract shall be used for any purpose except for single family residential or recreational purposes; provided that until the Developer, its successors and assigns, has sold all of the tracts in Pine Ridge Subdivision, Section I, any tract may be used by Developer, its successors and assigns, for the erection and operation of a sales office, construction office, or model home. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses whether from homes, residences or otherwise, and the above described uses of the above described property are hereby expressly prohibited. The term "recreational uses" as used herein shall be held and construed to exclude commercial, business and professional activities of any nature, whether from homes, residences or otherwise, and the above described uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in Pine Ridge Subdivision. No building shall be erected, altered, placed or permitted to remain on any tract other than:

- (a) one (1) detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and
- (b) tool sheds or workshops for the personal use of the purchaser, grantee, lessee or owner, and his immediate family; and
- (c) one (1) or more shelters for pets or domestic animals kept on the premises for non-commercial purposes.

Excepting express recital in the initial conveyance of such tract by Developer or, subsequent to conveyance, by special letter agreement from the Committee on each tract to the contrary, subject however, to the approval of such exception 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 from Lender with respect to such property, all mobile homes and trailer houses are forbidden to be permanently located on the land. Approval of such exemption by Lender on any tract in Pine Ridge Subdivision, Section I, shall be effective and act as a waiver of such exemption with respect to all tracts in Pine Ridge Subdivision, Section I, however, approval by Lender shall not affect the requirement of approval of same on each tract by the Committee. A trailer house or mobile home is permanently located upon the land when it is blocked, or connected to fresh water and sewage disposal connections on the land, or underpinned, or has been in a fixed location in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, when in a fixed location in excess of one hundred twenty (120) days.

2. LOT AREA AND WIDTH

No tract may be resubdivided into lots or tracts of less than two (2) acres unless the prior written approval of the Committee is first obtained.

3. DWELLING SIZE AND CONSTRUCTION

No residential or recreational dwelling shall be placed on any tract unless its living area has a minimum of one thousand (1,000) square feet of floor area, exclusive of porches and garages. All residential dwellings shall be equipped with

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.



10. LIVESTOCK AND POULTRY

Dogs, cats and other household pets and exhibition animals may be kept on any tract, provided they are not kept, bred or maintained in excessive numbers or for any commercial purpose. Furthermore, horses, cows, goats, chickens and other domestic fowl may be kept for the use and pleasure of the owner of any tract, but not for commercial purposes; provided, further that all such animals be kept in a suitable enclosure for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock or poultry from the covenant against nuisances elsewhere herein. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkempt appearance or produces noxious odors may be declared a nuisance by the Committee and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance. Notwithstanding the preceding, swine may not be kept on any tract unless they are for exhibition purposes and do not total more than two (2).

11. NUISANCES

No noxious or offensive trade or activity shall be permitted upon any tract, nor shall anything be done thereon which is or may become an annoyance or a nuisance to the neighborhood, is illegal, dangerous or immoral, or which shall have the effect of degrading the residential and recreational environment of the Pine Ridge Subdivision, Section I.

12. GARBAGE AND REFUSE DISPOSAL

No tract shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other wastes shall be kept in sanitary containers until disposition.

13. REMOVAL OF DIRT AND OTHER MINERALS

Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other minerals from any tract for any purpose is forbidden without written permission.

14. WATER AND SEWAGE DISPOSAL SYSTEMS

Water wells and septic tanks may be utilized and maintained on any tract for the personal use of any purchaser, grantee, lessee, or owner, his immediate family, and non-commercial invitees, but not for commercial purposes and all such systems must meet minimum County specifications currently in force.

15. ABANDONED OR JUNKED MOTOR VEHICLES

No tract shall be used as a depository for abandoned or junked motor vehicles for greater than a reasonable length of time, such reasonable length of time to be determined by the Committee. An abandoned motor vehicle is one without a current state inspection sticker.

16. GENERAL APPEARANCE

Each tract shall be mowed at six-month intervals and the general appearance of such tract shall be maintained in a manner beneficial to the environment of the development and in conformance to the standards set by the Association.

EXHIBIT D TO DECLARATION OF RESTRICTIONS  
FOR

## PINE RIDGE SUBDIVISION, SECTION I

## 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 I, 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 I, 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 I, 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 I, 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 1:40 o'clock P. M.

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

By Louise Avery Deputy



98964

DECLARATION OF RESTRICTIONS  
FOR

DEED RECORDS

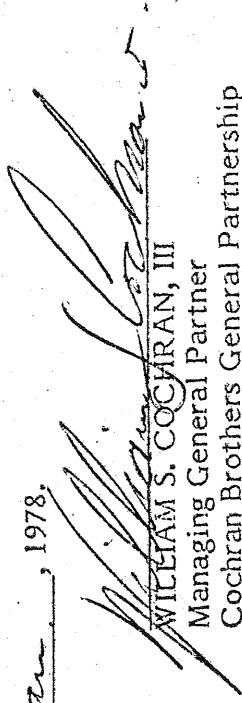
VOL 283 PAGE 607

PINE RIDGE SUBDIVISION, SECTION II

STATE OF TEXAS )  
COUNTY OF WALLER ) KNOW ALL MEN BY THESE PRESENTS:

THAT PINE RIDGE SUBDIVISION, a development of Cochran Brothers General Partnership, a Texas general partnership, sometimes hereinafter referred to as "Developer", being the owner of a tract of land out of the George A. Dennett Survey, Waller County, Texas, and having platted a portion of said land into a residential and recreational subdivision to be known as Pine Ridge Subdivision, Section II, as described in Exhibit "A" attached hereto, does hereby establish, adopt and set forth certain conditions, covenants, assessments, protective provisions and restrictions, as contained in Exhibits "B", "C" and "D" attached hereto, which shall be applicable to the said Pine Ridge Subdivision, Section II, land and shall be binding upon any purchaser, grantee, owner or lessee of any land in the said Pine Ridge Subdivision, Section II, and upon the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee, owner or lessee. A map of said Pine Ridge Subdivision, Section II, approved as required by law, has been filed for record in the Records of the County Clerk of Waller County, Texas, on the 27th day of January, 1978, under Document No. 98963 and recorded in Volume Page, of the Map Records of said County. It is the intention of Developer that Pine Ridge Subdivision shall be maintained as a residential and recreational subdivision in which the owners of the various tracts may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential and recreational uses and related matters are concerned, while at the same time assuring to every purchaser of land in this subdivision that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

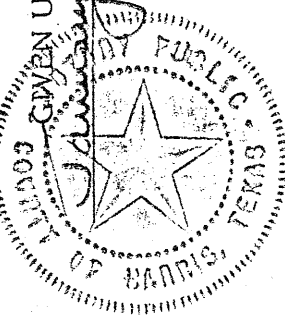
EXECUTED this 13 day of Jan, 1978.

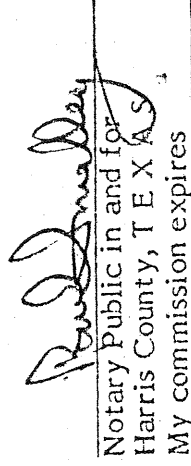
  
WILLIAM S. COCHRAN, III  
Managing General Partner  
Cochran Brothers General Partnership

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. COCHRAN, III, Managing General Partner of COCHRAN BROTHERS GENERAL PARTNERSHIP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of COCHRAN BROTHERS GENERAL PARTNERSHIP, a Texas general partnership, for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL of office on the 13th day of January, 1978.



  
Notary Public in and for  
Harris County, TEXAS  
My commission expires \_\_\_\_\_

TOM E. SMALLEY  
Notary Public in and for Harris County  
My Commission Expires Jan. 26, 1978

EXHIBIT "A"

DEED RECORDS

VOL 283 PAGE 608

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.

EXHIBIT B TO DECLARATION OF RESTRICTIONS  
FOR

## PINE RIDGE SUBDIVISION, SECTION II

## ORGANIZATIONS

1. PROPERTY OWNERS ASSOCIATION

The Pine Ridge Property Owners Association, hereinafter called "Association", was established by the Declaration of Restrictions for Pine Ridge Subdivision, Section I, for the purpose of protecting and promoting the residential and recreational environment of all of Pine Ridge Subdivision through maintenance and enforcement of the property restrictions adopted for each Section of the Subdivision. The Association consists of all the purchasers, grantees, lessees and owners of the tracts which are a part of Section I and all subsequent Sections of said Pine Ridge Subdivision, including Section II, with the owner of each tract being entitled to one (1) vote per acre contained within each such tract. The Association shall act by and through a Board of Directors, composed of five (5) of its members, elected annually for terms of one (1) year by the majority in votes of those Association members voting in each election; however, William S. Cochran, III, Robert P. Cochran, and Steve T. Cochran constitute the initial Board of Directors and have assumed and shall retain control of the Property Owners Association until that point in time when, in the opinion of Developer, the best interests of all property owners in Pine Ridge Subdivision shall be best served by having a different Board of Directors. If any member of the initial Board of Directors dies, resigns, or becomes unable to act, the other members of the initial Board of Directors are authorized to appoint a new Director to serve.

The initial Board of Directors shall perform the following functions:

- (a) act as representatives of all of the property owners in Pine Ridge Subdivision to insure against depreciation of property values;
- (b) collect and expend, in the interest of the subdivision as a whole, the maintenance charges as hereinafter created;
- (c) enforce, by appropriate legal proceedings, these covenants and restrictions in the manner set out hereinbelow;
- (d) approve or reject plans and specifications for improvements to be erected in Pine Ridge Subdivision in the manner set out hereinbelow;
- (e) keep financial records with respect to maintenance assessments collected, which records shall be available for inspection by any lot owner in Pine Ridge Subdivision at all reasonable times; and
- (f) do all other acts necessary to preserve, protect and promote the recreational and residential environment of Pine Ridge Subdivision through maintenance and enforcement of the property restrictions.

2. BUILDING CONTROL COMMITTEE

The Board of Directors is also known as the Building Control Committee (herein elsewhere called the "Committee"). No member of the Committee or its designated representatives, as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

3. DUTIES OF THE BUILDING CONTROL COMMITTEE

No building shall be erected, placed or altered on any residential and recreational building site or tract in Pine Ridge Subdivision, Section II, until the construction plans and specifications therefor and the plat plan of the building site showing the locations of all buildings and sidewalks to be erected thereon have been approved by the Committee as to use, quality of workmanship and materials, conformity

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.

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

DEED RECORDS  
VOL 283 PAGE 611

RESTRICTIONS

I. LAND USE AND BUILDING TYPE

No tract shall be used for any purpose except for single family residential or recreational purposes; provided that until the Developer, its successors and assigns, has sold all of the tracts in Pine Ridge Subdivision, Section II, any tract may be used by Developer, its successors and assigns, for the erection and operation of a sales office, construction office, or model home. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses whether from homes, residences or otherwise, and the above described uses of the above described property are hereby expressly prohibited. The term "recreational uses" as used herein shall be held and construed to exclude commercial, business and professional activities of any nature, whether from homes, residences or otherwise, and the above described uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in Pine Ridge Subdivision. No building shall be erected, altered, placed or permitted to remain on any tract other than:

- (a) one (1) detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and
- (b) tool sheds or workshops for the personal use of the purchaser, grantee, lessee or owner, and his immediate family; and
- (c) one (1) or more shelters for pets or domestic animals kept on the premises for non-commercial purposes.

Excepting express recital in the initial conveyance of such tract by Developer or, subsequent to conveyance, by special letter agreement from the Committee on each tract to the contrary, subject however, to the approval of such exception 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 from Lender with respect to such property, all mobile homes and trailer houses are forbidden to be permanently located on the land. Approval of such exemption by Lender on any tract in Pine Ridge Subdivision, Section II, shall be effective and act as a waiver of such exemption with respect to all tracts in Pine Ridge Subdivision, Section II, however, approval by Lender shall not affect the requirement of approval of same on each tract by the Committee. A trailer house or mobile home is permanently located upon the land when it is blocked, or connected to fresh water and sewage disposal connections on the land, or underpinned, or has been in a fixed location in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, when in a fixed location in excess of one hundred twenty (120) days.

2. LOT AREA AND WIDTH

No tract may be resubdivided into lots or tracts of less than two (2) acres unless the prior written approval of the Committee is first obtained.

3. DWELLING SIZE AND CONSTRUCTION

No residential or recreational dwelling shall be placed on any tract unless its living area has a minimum of one thousand (1,000) square feet of floor area, exclusive of porches and garages. All residential dwellings shall be equipped with



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.

10. LIVESTOCK AND POULTRY

Dogs, cats and other household pets and exhibition animals may be kept on any tract, provided they are not kept, bred or maintained in excessive numbers or for any commercial purpose. Furthermore, horses, cows, goats, chickens and other domestic fowl may be kept for the use and pleasure of the owner of any tract, but not for commercial purposes; provided, further that all such animals be kept in a suitable enclosure for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock or poultry from the covenant against nuisances elsewhere herein. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkempt appearance or produces noxious odors may be declared a nuisance by the Committee and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance. Notwithstanding the preceding, swine may not be kept on any tract unless they are for exhibition purposes and do not total more than two (2).

11. NUISANCES

No noxious or offensive trade or activity shall be permitted upon any tract, nor shall anything be done thereon which is or may become an annoyance or a nuisance to the neighborhood, is illegal, dangerous or immoral, or which shall have the effect of degrading the residential and recreational environment of the Pine Ridge Subdivision, Section II.

12. GARBAGE AND REFUSE DISPOSAL

No tract shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other wastes shall be kept in sanitary containers until disposition.

13. REMOVAL OF DIRT AND OTHER MINERALS

Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other minerals from any tract for any purpose is forbidden without written permission.

14. WATER AND SEWAGE DISPOSAL SYSTEMS

Water wells and septic tanks may be utilized and maintained on any tract for the personal use of any purchaser, grantee, lessee, or owner, his immediate family, and non-commercial invitees, but not for commercial purposes and all such systems must meet minimum County specifications currently in force.

15. ABANDONED OR JUNKED MOTOR VEHICLES

No tract shall be used as a depository for abandoned or junked motor vehicles for greater than a reasonable length of time, such reasonable length of time to be determined by the Committee. An abandoned motor vehicle is one without a current state inspection sticker.

16. GENERAL APPEARANCE

Each tract shall be mowed at six-month intervals and the general appearance of such tract shall be maintained in a manner beneficial to the environment of the development and in conformance to the standards set by the Association.

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

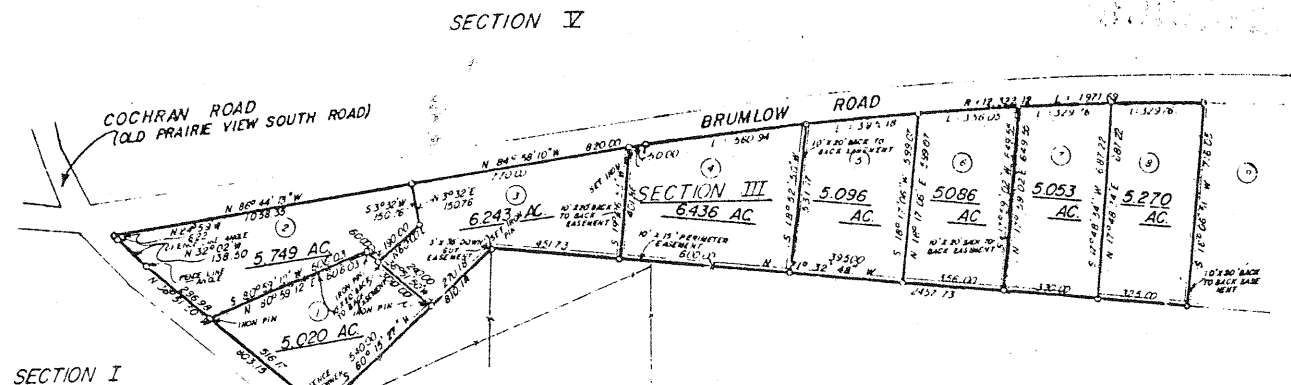
The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easement and restrictions which shall remain in full force and effect.

Filed for Record Jan. 27 A.D., 1978 at 2:15 o'clock P.M.  
R e c o r d e d Jan. 31 A.D., 1978 at 2:00 o'clock P.M.

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

By Louise Avery Deputy

105306



SECTION III  
PINERIDGE SUBDIVISION  
GEORGE A. DENNETT SURVEY A-123  
WALLER COUNTY, TEXAS  
OCTOBER 31, 1978

STATE OF TEXAS  
COUNTY OF WALLER

THAT COCHRAN BROTHERS GENERAL PARTNERSHIP, A TEXAS GENERAL PARTNERSHIP, OWNER OF THE PROPERTY SHOWN IN THE ABOVE AND FOREGOING MAP OF PINERIDGE SUBDIVISION, SECTION THREE DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID COCHRAN BROTHERS GENERAL PARTNERSHIP, ACCORDING TO THE LINES, LOTS, AND EASEMENTS THEREON SHOWN AND DESIGNATE SAID SUBDIVISION PINERIDGE SUBDIVISION, SECTION THREE, LOCATED IN THE GEORGE A. DENNETT SURVEY, A-123, WALLER COUNTY, TEXAS, AND ON BEHALF OF SAID COCHRAN BROTHERS GENERAL PARTNERSHIP, DEDICATE TO PUBLIC USE ALL EASEMENTS AND ROADS SHOWN THEREON.

1. O DEAN COUCH, JR., DOING BUSINESS AS COUCH MORTGAGE COMPANY, OWNER AND HOLDER OF A FIRST LIEN AGAINST THE ABOVE DESCRIBED PROPERTY, DO HEREBY IN ALL THINGS SUBORDINATE TO SAID SUBDIVISION AND DEDICATION SAID LIEN AND HEREBY CONFIRM THAT I AM THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

WE, ANNE WOODHULL COCHRAN, INDIVIDUALLY AND AS TESTAMENTARY TRUSTEE UNDER THE WILLIAM S. COCHRAN, JR., TESTAMENTARY TRUST FOR THE USE AND BENEFIT OF ANNE ELOISE COCHRAN, OWNERS AND HOLDERS OF A SECOND LIEN AGAINST THE ABOVE DESCRIBED PROPERTY, DO HEREBY IN ALL THINGS SUBORDINATE TO SAID SUBDIVISION AND DEDICATION SAID LIEN AND HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE TO THE PROPERTY, AND SHALL BE ENFORCEABLE, AT THE OPTION OF WALLER COUNTY, BY WALLER COUNTY OR ANY CITIZEN THEREOF, BY INJUNCTION, AS FOLLOWS:

1. THAT DRAINAGE OF SEPTIC TANKS INTO ROADS, STREETS, ALLEYS, OR OTHER PUBLIC DITCHES EITHER DIRECTLY OR INDIRECTLY, IS STRICTLY PROHIBITED.
2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVES SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER, AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (18" DIAMETER PIPE CULVERT), CULVERTS OR BRIDGES MUST BE USED FOR DRIVEWAYS AND/OR WALKS.
3. THAT PROPERTY OWNERS WILL COMPLY WITH WALLER COUNTY COMMISSIONERS COURT ORDERS OF 21 ST. DAY OF FEBRUARY, 1975 CONCERNING SUBDIVISIONS.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS ARE RECORDED IN DEED RECORDS OF WALLER COUNTY, TEXAS, AND SHALL BE ENFORCEABLE AS SET OUT THEREIN.

EXECUTED THIS THE 7th DAY OF November, 1978.

COCHRAN BROTHERS GENERAL PARTNERSHIP  
William S. Cochran, Jr.  
WILLIAM S. COCHRAN, JR.  
MANAGING GENERAL PARTNER  
OWNER

O. Dean Couch, Jr.  
O. DEAN COUCH, JR.  
DOING BUSINESS AS COUCH MORTGAGE COMPANY  
FIRST LIENHOLDER

Anne Woodhull Cochran  
ANNE WOODHULL COCHRAN, INDIVIDUALLY AND AS TESTAMENTARY TRUSTEE UNDER THE WILLIAM S. COCHRAN, JR. TESTAMENTARY TRUST FOR THE USE AND BENEFIT OF ANNE ELOISE COCHRAN  
SECOND LIENHOLDER

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED William S. Cochran, Jr., MANAGING GENERAL PARTNER OF COCHRAN BROTHERS GENERAL PARTNERSHIP, A TEXAS GENERAL PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE ACT OF COCHRAN BROTHERS GENERAL PARTNERSHIP, A TEXAS GENERAL PARTNERSHIP, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, AND AS THE ACT AND DEED OF SAID PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 9th DAY OF November, 1978.

Paul Dudley Harris  
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS  
My Commission Expires June 30, 1980

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Anne Woodhull Cochran, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 12th DAY OF December, 1978.

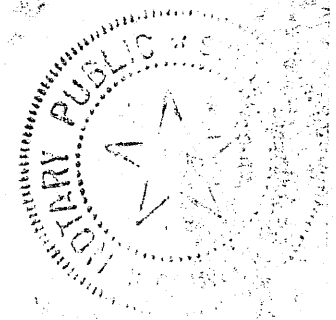
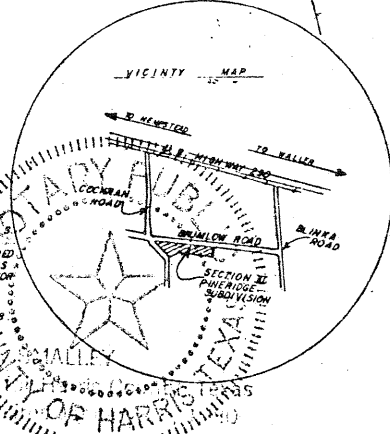
Dolores E. Smalley  
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS  
My Commission Expires June 30, 1980

APPROVED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS THIS 12 DAY OF Jan, AD. 1978.

G. H. M. Coag COUNTY JUDGE  
Elva D. Mathis COUNTY CLERK  
Paul R. Zool COMMISSIONER PRECINCT NO. 1  
James R. Mues COMMISSIONER PRECINCT NO. 2  
Rudolf Gray COMMISSIONER PRECINCT NO. 3  
W. C. Jola COMMISSIONER PRECINCT NO. 4

Don R. Murr  
DONALD R. MURRY  
REGISTERED PUBLIC SURVEYOR 1925  
1900 WEST MAIN STREET  
BRENNAN, TEXAS 77833

I HEREBY CERTIFY THAT I HAVE MADE THE SURVEY ON THE GROUND OF THE LANDS SUBDIVIDED AS SHOWN BY THE ABOVE AND FOREGOING MAP, BEING THE 43.931 ACRES OF LAND OUT OF THE GEORGE A. DENNETT SURVEY, A-123, IN WALLER COUNTY, TEXAS AND THAT THE SUBDIVISION OF SUCH LAND AS SO SURVEYED AND TO BE KNOWN AS PINERIDGE SUBDIVISION, SECTION THREE IN WALLER COUNTY, TEXAS, IS AS SHOWN BY THE ABOVE AND FOREGOING MAP, AND THAT SUCH MAP CORRECTLY REPRESENTS SUCH SURVEY AND SUCH SUBDIVISION AND "PLATTING" THEREOF.



Filed for Record Jan. 15 A.D., 1979 at 1:20 o'clock P. M.  
Recorded Jan. 24 A.D., 1979 at 1:20 o'clock P. M.

ELVA D. MATHIS, County Clerk, Waller County, Texas  
By Louise Anney Deputy

Section III

105307

DECLARATION OF RESTRICTIONS

FOR

PINE RIDGE SUBDIVISION, SECTION III

DEED RECORDS

VOL 297 PAGE 681

STATE OF TEXAS )  
COUNTY OF WALLER ) KNOW ALL MEN BY THESE PRESENTS:

THAT PINE RIDGE SUBDIVISION, a development of Cochran Brothers General Partnership, a Texas general partnership, sometimes hereinafter referred to as "Developer", being the owner of a tract of land out of the George A. Dennett Survey, Waller County, Texas, and having platted a portion of said land into a residential and recreational subdivision to be known as Pine Ridge Subdivision, Section III, as described in Exhibit "A" attached hereto, does hereby establish, adopt and set forth certain conditions, covenants, assessments, protective provisions and restrictions, as contained in Exhibits "B", "C" and "D" attached hereto, which shall be applicable to the said Pine Ridge Subdivision, Section III, land and shall be binding upon any purchaser, grantee, owner or lessee of any land in the said Pine Ridge Subdivision, Section III, and upon the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee, owner or lessee. A map of said Pine Ridge Subdivision, Section III, approved as required by law, has been filed for record in the Records of the County Clerk of Waller County, Texas, on the 15 day of Dec, 1979, under Document No. 105306 and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Map Records of said County. It is the intention of Developer that Pine Ridge Subdivision shall be maintained as a residential and recreational subdivision in which the owners of the various tracts may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential and recreational uses and related matters are concerned, while at the same time assuring to every purchaser of land in this subdivision that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

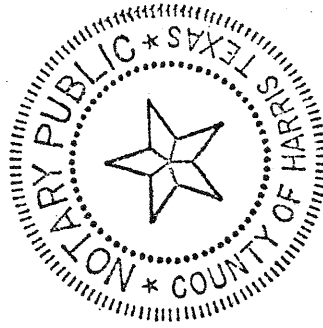
EXECUTED this 12th day of January, 1979.

*William S. Cochran, III*  
WILLIAM S. COCHRAN, III  
Managing General Partner  
Cochran Brothers General Partnership

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. COCHRAN, III, Managing General Partner of COCHRAN BROTHERS GENERAL PARTNERSHIP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of COCHRAN BROTHERS GENERAL PARTNERSHIP, a Texas general partnership, for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL of office on the 12th day of January, 1979.



*Tom E. Smalley*  
Notary Public in and for  
Harris County, TEXAS  
My commission expires \_\_\_\_\_

TOM E. SMALLEY  
Notary Public in and for Harris County, Texas  
My Commission Expires January 26, 1980  
Bonded by Alexander Lovett, Lawyers Surety Corp.

EXHIBIT A TO DECLARATION OF RESTRICTIONS  
FOR  
PINE RIDGE SUBDIVISION, SECTION III

DEED RECORDS  
VOL. 297 PAGE 682

**D. R. MUZZY AND ASSOCIATES, INC.**

LAND SURVEYORS

1900 WEST MAIN ST. BOX 499 BRENHAM, TEXAS 77833  
PHONE 713 - 836 - 6631

PINE RIDGE SUBDIVISION

SECTION III

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

BEGINNING at an iron pin in the South line of Brumlow Road at its intersection with  
the East line of Cochran Road formerly Old Prairie View South Road said point  
being N 23° 48' 26" E, 4546.23 ft. from the Southwest corner of the George

A. Dennett Survey A-123;

THENCE with the South line of Brumlow Road N 86° 44' 13" W, 1058.35 ft.;

N 84° 58' 10" W, 820.00 ft.;

THENCE on a curve to the right having a radius of 12,322.12 ft. a distance of  
1971.69 ft. to an iron pin;

THENCE S 18° 06' 51" W, 716.05 ft. to an iron pin in the North line of a 429.000 acre  
tract;

THENCE with the North line of said tract N 71° 32' 48" W, 2457.73 ft. to an iron pin;  
THENCE S 60° 15' 27" W, 810.18 ft. to an iron pin in the Northeast line of Cochran Rd.  
formerly Old Prairie View South Road;

THENCE with said road line N 36° 51' 50" W, 803.15 ft.;

N 32° 02' W, 138.50 ft.;

N 24° 59' W, 6.22 ft. to the point or place of beginning containing 43.953 acres  
of land.

October 31, 1978  
WO# 5516

*Don R. Muzzy*

Donald R. Muzzy -- Registered Public Surveyor #1252 -- Brenham,

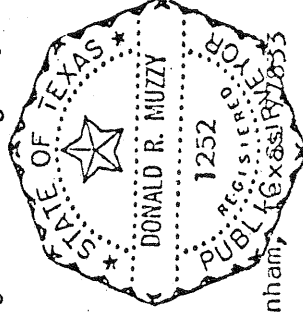


EXHIBIT B TO DECLARATION OF RESTRICTIONS  
FOR  
PINE RIDGE SUBDIVISION, SECTION III

DEED RECORDS

VOL. 297 PAGE 683

ORGANIZATIONS

I. PROPERTY OWNERS ASSOCIATION

The Pine Ridge Property Owners Association, hereinafter called "Association", was established by the Declaration of Restrictions for Pine Ridge Subdivision, Section I, for the purpose of protecting and promoting the residential and recreational environment of all of Pine Ridge Subdivision through maintenance and enforcement of the property restrictions adopted for each Section of the Subdivision. The Association consists of all the purchasers, grantees, lessees and owners of the tracts which are a part of Section I and all subsequent Sections of said Pine Ridge Subdivision, including Section III, with the owner of each tract being entitled to one (1) vote per acre contained within each such tract. The Association shall act by and through a Board of Directors, composed of five (5) of its members, elected annually for terms of one (1) year by the majority in votes of those Association members voting in each election; however, William S. Cochran, III, Robert P. Cochran, and Steve T. Cochran constitute the initial Board of Directors and have assumed and shall retain control of the Property Owners Association until that point in time when, in the opinion of Developer, the best interests of all property owners in Pine Ridge Subdivision shall be best served by having a different Board of Directors. If any member of the initial Board of Directors dies, resigns, or becomes unable to act, the other members of the initial Board of Directors are authorized to appoint a new Director to serve.

The initial Board of Directors shall perform the following functions:

- (a) act as representatives of all of the property owners in Pine Ridge Subdivision to insure against depreciation of property values;
- (b) collect and expend, in the interest of the subdivision as a whole, the maintenance charges as hereinafter created;
- (c) enforce, by appropriate legal proceedings, these covenants and restrictions in the manner set out hereinbelow;
- (d) approve or reject plans and specifications for improvements to be erected in Pine Ridge Subdivision in the manner set out hereinbelow;
- (e) keep financial records with respect to maintenance assessments collected, which records shall be available for inspection by any lot owner in Pine Ridge Subdivision at all reasonable times; and
- (f) do all other acts necessary to preserve, protect and promote the recreational and residential environment of Pine Ridge Subdivision through maintenance and enforcement of the property restrictions.

2. BUILDING CONTROL COMMITTEE

The Board of Directors is also known as the Building Control Committee (herein elsewhere called the "Committee"). No member of the Committee or its designated representatives, as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

3. DUTIES OF THE BUILDING CONTROL COMMITTEE

No building shall be erected, placed or altered on any residential and recreational building site or tract in Pine Ridge Subdivision, Section III, until the construction plans and specifications therefor and the plat plan of the building site showing the locations of all buildings and sidewalks to be erected thereon have been approved by the Committee as to use, quality of workmanship and materials, conformity

and harmony with the external features of existing structures in Pine Ridge Subdivision, Section III, 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.



EXHIBIT C TO DECLARATION OF RESTRICTIONS  
FOR  
PINE RIDGE SUBDIVISION, SECTION III

DEED RECORDS

VOL 297 PAGE 685

RESTRICTIONS

1. LAND USE AND BUILDING TYPE

No tract shall be used for any purpose except for single family residential or recreational purposes; provided that until the Developer, its successors and assigns, has sold all of the tracts in Pine Ridge Subdivision, Section III, any tract may be used by Developer, its successors and assigns, for the erection and operation of a sales office, construction office, or model home. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses whether from homes, residences or otherwise, and the above described uses of the above described property are hereby expressly prohibited. The term "recreational uses" as used herein shall be held and construed to exclude commercial, business and professional activities of any nature, whether from homes, residences or otherwise, and the above described uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in Pine Ridge Subdivision. No building shall be erected, altered, placed or permitted to remain on any tract other than:

- (a) one (1) detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and
- (b) tool sheds or workshops for the personal use of the purchaser, grantee, lessee or owner, and his immediate family; and
- (c) one (1) or more shelters for pets or domestic animals kept on the premises for non-commercial purposes.

Excepting express recital in the initial conveyance of such tract by Developer or, subsequent to conveyance, by special letter agreement from the Committee on each tract to the contrary, subject however, to the approval of such exception 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 from Lender with respect to such property, all mobile homes and trailer houses are forbidden to be permanently located on the land. Approval of such exemption by Lender on any tract in Pine Ridge Subdivision, Section III, shall be effective and act as a waiver of such exemption with respect to all tracts in Pine Ridge Subdivision, Section III, however, approval by Lender shall not affect the requirement of approval of same on each tract by the Committee. A trailer house or mobile home is permanently located upon the land when it is blocked, or connected to fresh water and sewage disposal connections on the land, or underpinned, or has been in a fixed location in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, when in a fixed location in excess of one hundred twenty (120) days.

2. LOT AREA AND WIDTH

No tract may be resubdivided into lots or tracts of less than two (2) acres unless the prior written approval of the Committee is first obtained.

3. DWELLING SIZE AND CONSTRUCTION

No residential or recreational dwelling shall be placed on any tract unless its living area has a minimum of one thousand (1,000) square feet of floor area, exclusive of porches and garages. All residential dwellings shall be equipped with

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.

#### 10. LIVESTOCK AND POULTRY

Dogs, cats and other household pets and exhibition animals may be kept on any tract, provided they are not kept, bred or maintained in excessive numbers or for any commercial purpose. Furthermore, horses, cows, goats, chickens and other domestic fowl may be kept for the use and pleasure of the owner of any tract, but not for commercial purposes; provided, further that all such animals be kept in a suitable enclosure for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock or poultry from the covenant against nuisances elsewhere herein. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkempt appearance or produces noxious odors may be declared a nuisance by the Committee and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance. Notwithstanding the preceding, swine may not be kept on any tract unless they are for exhibition purposes and do not total more than two (2).

#### 11. NUISANCES

No noxious or offensive trade or activity shall be permitted upon any tract, nor shall anything be done thereon which is or may become an annoyance or a nuisance to the neighborhood, is illegal, dangerous or immoral, or which shall have the effect of degrading the residential and recreational environment of the Pine Ridge Subdivision, Section III.

#### 12. GARBAGE AND REFUSE DISPOSAL

No tract shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other wastes shall be kept in sanitary containers until disposition.

#### 13. REMOVAL OF DIRT AND OTHER MINERALS

Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other minerals from any tract for any purpose is forbidden without written permission.

#### 14. WATER AND SEWAGE DISPOSAL SYSTEMS

Water wells and septic tanks may be utilized and maintained on any tract for the personal use of any purchaser, grantee, lessee, or owner, his immediate family, and non-commercial invitees, but not for commercial purposes and all such systems must meet minimum County specifications currently in force.

#### 15. ABANDONED OR JUNKED MOTOR VEHICLES

No tract shall be used as a depository for abandoned or junked motor vehicles for greater than a reasonable length of time, such reasonable length of time to be determined by the Committee. An abandoned motor vehicle is one without a current state inspection sticker.

#### 16. GENERAL APPEARANCE

Each tract shall be mowed at six-month intervals and the general appearance of such tract shall be maintained in a manner beneficial to the environment of the development and in conformance to the standards set by the Association.

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

DEED RECORDS  
VOL 297 PAGE 688

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 III, 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 III, 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 III, 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 III, 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. 15 A.D., 1979 at 1:20 o'clock P. M.

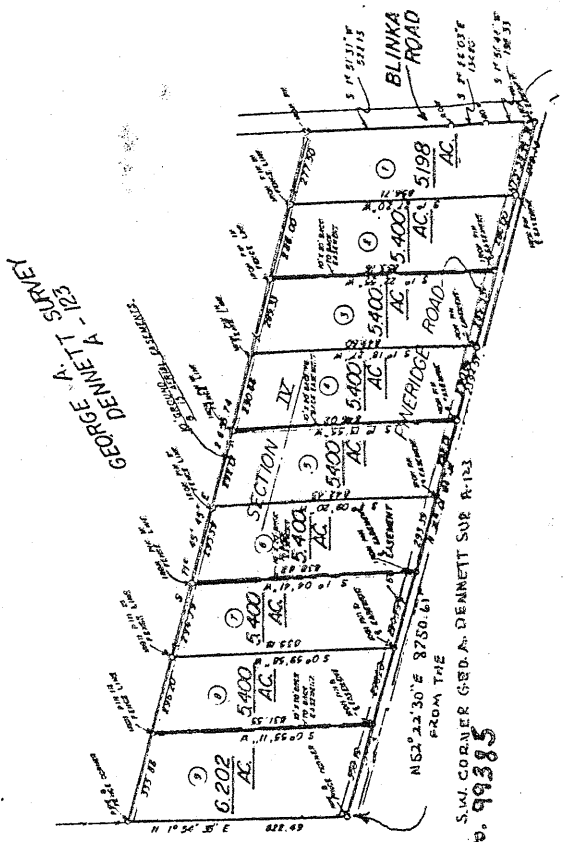
Recorded Jan. 24 A.D., 1979 at 1:30 o'clock P. M.

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

By Louise Carvey Deputy

99338A

STATE OF TEXAS  
 COUNTY OF WALLER  
 I, CLAYTON S. SMITH, Notary Public for Waller County, Texas, do hereby certify that the within and foregoing instrument was duly recorded in the Public Records of Waller County, Texas, on the 20th day of January, 1978, at 8:15 o'clock A.M., in Book 27, Page 06.



S.W. CORNER G.D.A. DENNETT SUB R-123  
 FROM THE  
 NS 122 30' E 8750.61'

COCKMAN BROTHERS GENERAL PARTNERSHIP  
 BY William S. Cochran III Clerk  
 WALLER COUNTY, TEXAS

O.P. [Signature]  
 DEAN COUCH, JR. COUGH MORTGAGE COMPANY  
 FIRST LIENHOLDER

[Signature]  
 WILLIAM S. COCHRAN III, AS TRUSTEES TRUST FOR THE USE  
 AND BENEFIT OF ANNE ELOISE COCKMAN  
 SECOND LIENHOLDER

STATE OF TEXAS  
 COUNTY OF WALLER  
 I, CLAYTON S. SMITH, Notary Public for Waller County, Texas, do hereby certify that the within and foregoing instrument was duly recorded in the Public Records of Waller County, Texas, on the 20th day of January, 1978, at 8:10 o'clock A.M., in Book 27, Page 06.

[Signature]  
 TOM E. SMITH, Commissioner Expires January 26, 1978  
 COUNTY CLERK

STATE OF TEXAS  
 COUNTY OF WALLER  
 I, CLAYTON S. SMITH, Notary Public for Waller County, Texas, do hereby certify that the within and foregoing instrument was duly recorded in the Public Records of Waller County, Texas, on the 20th day of January, 1978, at 8:10 o'clock A.M., in Book 27, Page 06.

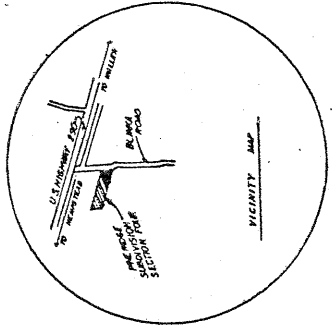
[Signature]  
 CHASELEY HITCHCOCK, Commissioner Expires December 31, 1978  
 COUNTY CLERK

STATE OF TEXAS  
 COUNTY OF WALLER  
 I, CLAYTON S. SMITH, Notary Public for Waller County, Texas, do hereby certify that the within and foregoing instrument was duly recorded in the Public Records of Waller County, Texas, on the 20th day of January, 1978, at 8:10 o'clock A.M., in Book 27, Page 06.

[Signature]  
 JAMES MATHIS, County Clerk  
 COUNTY CLERK

STATE OF TEXAS  
 COUNTY OF WALLER  
 I, CLAYTON S. SMITH, Notary Public for Waller County, Texas, do hereby certify that the within and foregoing instrument was duly recorded in the Public Records of Waller County, Texas, on the 20th day of January, 1978, at 8:10 o'clock A.M., in Book 27, Page 06.

[Signature]  
 LOUISE AVERY, Deputy  
 COUNTY CLERK



SECTION FOUR  
 PINERIDGE SUBDIVISION  
 WALLER COUNTY, TEXAS  
 JANUARY 15, 1978

Filed for Record Feb. 27 A.D., 1978 at 8:15 o'clock A. M.  
 Recorded Mar. 06 A.D., 1978 at 8:10 o'clock A. M.

ELVA D. MATHIS, County Clerk, Waller County, Texas  
 By Louise Avery Deputy

Section IV

99385

FOR

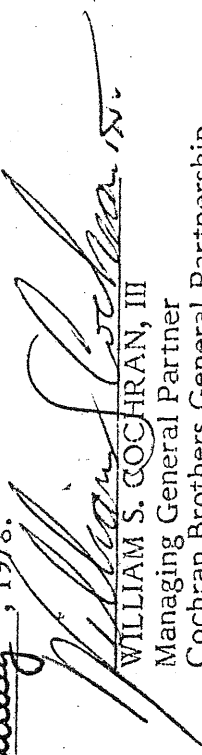
VOL 284 PAGE 562

## PINE RIDGE SUBDIVISION, SECTION IV

STATE OF TEXAS )  
 ) KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF WALLER )

THAT PINE RIDGE SUBDIVISION, a development of Cochran Brothers General Partnership, a Texas general partnership, sometimes hereinafter referred to as "Developer", being the owner of a tract of land out of the George A. Dennett Survey, Waller County, Texas, and having platted a portion of said land into a residential and recreational subdivision to be known as Pine Ridge Subdivision, Section IV, as described in Exhibit "A" attached hereto, does hereby establish, adopt and set forth certain conditions, covenants, assessments, protective provisions and restrictions, as contained in Exhibits "B", "C" and "D" attached hereto, which shall be applicable to the said Pine Ridge Subdivision, Section IV, land and shall be binding upon any purchaser, grantee, owner or lessee of any land in the said Pine Ridge Subdivision, Section IV, and upon the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee, owner or lessee. A map of said Pine Ridge Subdivision, Section IV, approved as required by law, has been filed for record in the Records of the County Clerk of Waller County, Texas, on the 27th day of February, 1978, under Document No. CLERK'S FILE NO. 99384 and recorded in Volume       , Ridge       , of the Map Records of said County. It is the intention of Developer that Pine Ridge Subdivision shall be maintained as a residential and recreational subdivision in which the owners of the various tracts may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential and recreational uses and related matters are concerned, while at the same time assuring to every purchaser of land in this subdivision that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

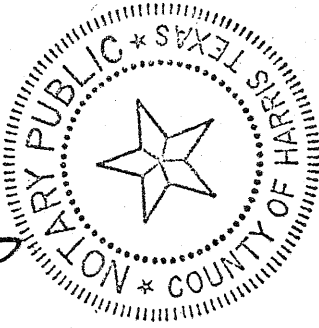
EXECUTED this 19th day of January, 1978.

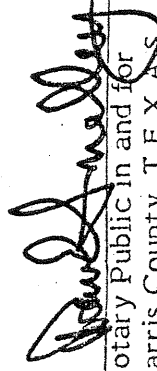
  
 WILLIAM S. COCHRAN, III  
 Managing General Partner  
 Cochran Brothers General Partnership

STATE OF TEXAS  
 COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. COCHRAN, III, Managing General Partner of COCHRAN BROTHERS GENERAL PARTNERSHIP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of COCHRAN BROTHERS GENERAL PARTNERSHIP, a Texas general partnership, for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL of office on the 19th day of January, 1978.



  
 Notary Public in and for  
 Harris County, TEXAS  
 My commission expires \_\_\_\_\_

TOM E. SMALLEY  
 Notary Public in and for Harris County, Texas  
 My Commission Expires January 26, 1980  
 Bonded by Alexander Lovett, Lawyers Surety Corp.

EXHIBIT A

DEED RECORDS

VOL. 284 PAGE 563

PINERIDGE SUBDIVISION

SECTION FOUR

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

BEGINNING at an iron pin set in the West line of the present location of Blinka Road at its intersection with the North line of the original tract;

THENCE with said road line S 1° 51' 31" W, 522.15 ft.;

S 2° 26' 03" E, 134.20 ft.;

S 1° 51' 44" W, 192.33 ft. to an iron pin at the intersection of said road line with the center line of Pineridge Road;

THENCE with the center line of said road N 73° 38' 44" W, 279.13 ft.;

N 71° 01' 24" W, 2394.57 ft. to a pipe and fence corner;

THENCE N 1° 54' 35" E, 822.49 ft. to a pipe and fence corner in the North line of the original tract;

THENCE with said original North line S 71° 45' 45" E, 2655.74 ft. to the point or place of beginning containing 49.200 acres of land.

PINE RIDGE SUBDIVISION, SECTION IV

ORGANIZATIONS

1. PROPERTY OWNERS ASSOCIATION

The Pine Ridge Property Owners Association, hereinafter called "Association", was established by the Declaration of Restrictions for Pine Ridge Subdivision, Section I, for the purpose of protecting and promoting the residential and recreational environment of all of Pine Ridge Subdivision through maintenance and enforcement of the property restrictions adopted for each Section of the Subdivision. The Association consists of all the purchasers, grantees, lessees and owners of the tracts which are a part of Section I and all subsequent Sections of said Pine Ridge Subdivision, including Section IV, with the owner of each tract being entitled to one (1) vote per acre contained within each such tract. The Association shall act by and through a Board of Directors, composed of five (5) of its members, elected annually for terms of one (1) year by the majority in votes of those Association members voting in each election; however, William S. Cochran, III, Robert P. Cochran, and Steve T. Cochran constitute the initial Board of Directors and have assumed and shall retain control of the Property Owners Association until that point in time when, in the opinion of Developer, the best interests of all property owners in Pine Ridge Subdivision shall be best served by having a different Board of Directors. If any member of the initial Board of Directors dies, resigns, or becomes unable to act, the other members of the initial Board of Directors are authorized to appoint a new Director to serve.

The initial Board of Directors shall perform the following functions:

- (a) act as representatives of all of the property owners in Pine Ridge Subdivision to insure against depreciation of property values;
- (b) collect and expend, in the interest of the subdivision as a whole, the maintenance charges as hereinafter created;
- (c) enforce, by appropriate legal proceedings, these covenants and restrictions in the manner set out hereinbelow;
- (d) approve or reject plans and specifications for improvements to be erected in Pine Ridge Subdivision in the manner set out hereinbelow;
- (e) keep financial records with respect to maintenance assessments collected, which records shall be available for inspection by any lot owner in Pine Ridge Subdivision at all reasonable times; and
- (f) do all other acts necessary to preserve, protect and promote the recreational and residential environment of Pine Ridge Subdivision through maintenance and enforcement of the property restrictions.

2. BUILDING CONTROL COMMITTEE

The Board of Directors is also known as the Building Control Committee (herein elsewhere called the "Committee"). No member of the Committee or its designated representatives, as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

3. DUTIES OF THE BUILDING CONTROL COMMITTEE

No building shall be erected, placed or altered on any residential and recreational building site or tract in Pine Ridge Subdivision, Section IV, until the construction plans and specifications therefor and the plat plan of the building site showing the locations of all buildings and sidewalks to be erected thereon have been approved by the Committee as to use, quality of workmanship and materials, conformity



and harmony with the external features of existing structures in Pine Ridge Subdivision, Section IV, 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.

EXHIBIT C TO DECLARATION OF RESTRICTIONS  
FOR  
PINE RIDGE SUBDIVISION, SECTION IV

DEED RECORDS  
VOL 284 PAGE 566

RESTRICTIONS

I. LAND USE AND BUILDING TYPE

No tract shall be used for any purpose except for single family residential or recreational purposes; provided that until the Developer, its successors and assigns, has sold all of the tracts in Pine Ridge Subdivision, Section IV, any tract may be used by Developer, its successors and assigns, for the erection and operation of a sales office, construction office, or model home. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses whether from homes, residences or otherwise, and the above described uses of the above described property are hereby expressly prohibited. The term "recreational uses" as used herein shall be held and construed to exclude commercial, business and professional activities of any nature, whether from homes, residences or otherwise, and the above described uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in Pine Ridge Subdivision. No building shall be erected, altered, placed or permitted to remain on any tract other than:

- (a) one (1) detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and
- (b) tool sheds or workshops for the personal use of the purchaser, grantee, lessee or owner, and his immediate family; and
- (c) one (1) or more shelters for pets or domestic animals kept on the premises for non-commercial purposes.

Excepting express recital in the initial conveyance of such tract by Developer or, subsequent to conveyance, by special letter agreement from the Committee on each tract to the contrary, subject however, to the approval of such exception 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 from Lender with respect to such property, all mobile homes and trailer houses are forbidden to be permanently located on the land. Approval of such exemption by Lender on any tract in Pine Ridge Subdivision, Section IV, shall be effective and act as a waiver of such exemption with respect to all tracts in Pine Ridge Subdivision, Section IV, however, approval by Lender shall not affect the requirement of approval of same on each tract by the Committee. A trailer house or mobile home is permanently located upon the land when it is blocked, or connected to fresh water and sewage disposal connections on the land, or underpinned, or has been in a fixed location in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, when in a fixed location in excess of one hundred twenty (120) days.

2. LOT AREA AND WIDTH

No tract may be resubdivided into lots or tracts of less than two (2) acres unless the prior written approval of the Committee is first obtained.

3. DWELLING SIZE AND CONSTRUCTION

No residential or recreational dwelling shall be placed on any tract unless its living area has a minimum of one thousand (1,000) square feet of floor area, exclusive of porches and garages. All residential dwellings shall be equipped with

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.

Dogs, cats and other household pets and exhibition animals may be kept on any tract, provided they are not kept, bred or maintained in excessive numbers or for any commercial purpose. Furthermore, horses, cows, goats, chickens and other domestic fowl may be kept for the use and pleasure of the owner of any tract, but not for commercial purposes; provided, further that all such animals be kept in a suitable enclosure for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock or poultry from the covenant against nuisances elsewhere herein. Any livestock enclosure which is over-crowded, or not adequately maintained and cleaned, or which presents an unkempt appearance or produces noxious odors may be declared a nuisance by the Committee and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance. Notwithstanding the preceding, swine may not be kept on any tract unless they are for exhibition purposes and do not total more than two (2).

11. NUISANCES

No noxious or offensive trade or activity shall be permitted upon any tract, nor shall anything be done thereon which is or may become an annoyance or a nuisance to the neighborhood, is illegal, dangerous or immoral, or which shall have the effect of degrading the residential and recreational environment of the Pine Ridge Subdivision, Section IV.

12. GARBAGE AND REFUSE DISPOSAL

No tract shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other wastes shall be kept in sanitary containers until disposition.

13. REMOVAL OF DIRT AND OTHER MINERALS

Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other minerals from any tract for any purpose is forbidden without written permission.

14. WATER AND SEWAGE DISPOSAL SYSTEMS

Water wells and septic tanks may be utilized and maintained on any tract for the personal use of any purchaser, grantee, lessee, or owner, his immediate family, and non-commercial invitees, but not for commercial purposes and all such systems must meet minimum County specifications currently in force.

15. ABANDONED OR JUNKED MOTOR VEHICLES

No tract shall be used as a depository for abandoned or junked motor vehicles for greater than a reasonable length of time, such reasonable length of time to be determined by the Committee. An abandoned motor vehicle is one without a current state inspection sticker.

16. GENERAL APPEARANCE

Each tract shall be mowed at six-month intervals and the general appearance of such tract shall be maintained in a manner beneficial to the environment of the development and in conformance to the standards set by the Association.

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

DEED RECORDS

VOL 284 PAGE 569

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 IV, 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 IV, 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 IV, 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 IV, 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

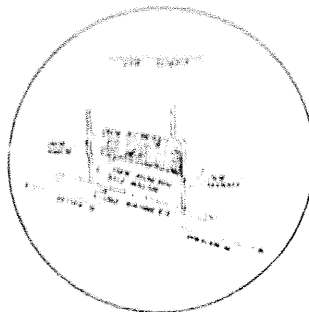
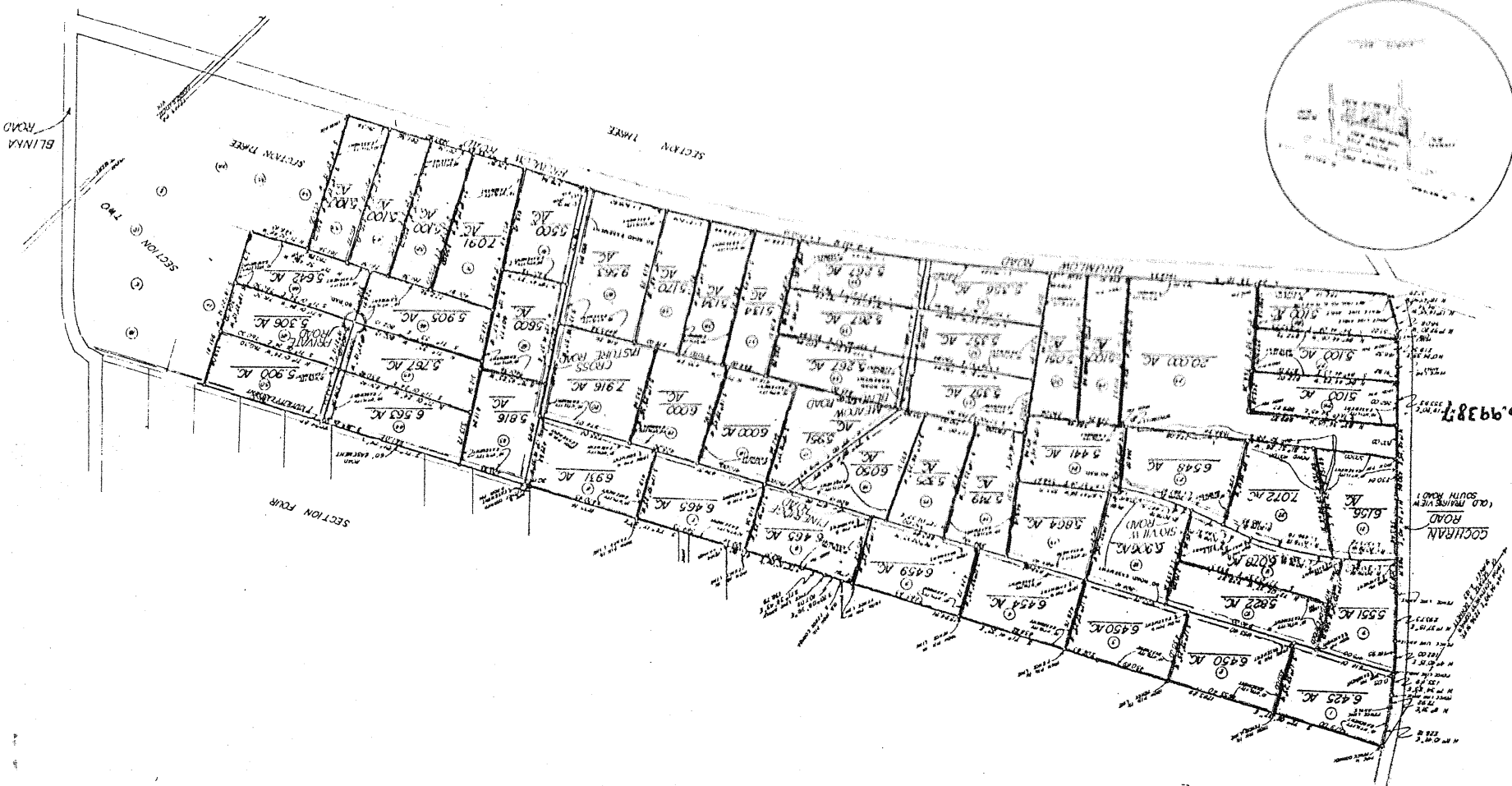
The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easement and restrictions which shall remain in full force and effect.

Filed for Record Feb. 27 A.D., 1978 at 8:15 o'clock A.M.

Recorded Mar. 06 A.D., 1978 at 8:20 o'clock A.M.

ELVA D. MATHIS, County Clerk, Waller County, Texas  
By Louise Avery Deputy

SECTION FIVE  
PINERIDGE SUBDIVISION  
GEORGE A DENNETT SURVEY A-123  
WALLER COUNTY, TEXAS  
JANUARY 22, 1928



STATE OF TEXAS  
COUNTY OF WALLER  
I, GEORGE A. DENNETT, Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plat of Section Five of the Pineridge Subdivision, George A. Dennett Survey A-123, Waller County, Texas, as the same appears on the records of this office.  
G. A. DENNETT, Surveyor  
JANUARY 22, 1928

30th of January  
99386

Section IV

Filed for Record Feb. 27 A.D., 1978 at 8:15 o'clock A.M.  
R e c o r d e d Mar. 06 A.D., 1978 at 8:30 o'clock A.M.  
ELVA D. MATHIS, County Clerk, Waller County, Texas  
By Louise Avery Deputy

DECLARATION OF RESTRICTIONS

DEED RECORDS  
VOL 284 PAGE 571

99387

FOR

PINE RIDGE SUBDIVISION, SECTION V

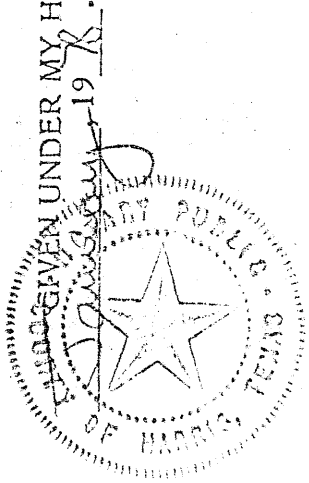
STATE OF TEXAS )  
COUNTY OF WALLER ) KNOW ALL MEN BY THESE PRESENTS:

THAT PINE RIDGE SUBDIVISION, a development of Cochran Brothers General Partnership, a Texas general partnership, sometimes hereinafter referred to as "Developer", being the owner of a tract of land out of the George A. Dennett Survey, Waller County, Texas, and having platted a portion of said land into a residential and recreational subdivision to be known as Pine Ridge Subdivision, Section V, as described in Exhibit "A" attached hereto, does hereby establish, adopt and set forth certain conditions, covenants, assessments, protective provisions and restrictions, as contained in Exhibits "B", "C" and "D" attached hereto, which shall be applicable to the said Pine Ridge Subdivision, Section V, land and shall be binding upon any purchaser, grantee, owner or lessee of any land in the said Pine Ridge Subdivision, Section V, and upon the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee, owner or lessee. A map of said Pine Ridge Subdivision, Section V, approved as required by law, has been filed for record in the Records of the County Clerk of Waller County, Texas, on the 27th day of February, 1978, under ~~Document~~ CLERK'S FILE NO. 99387 and recorded in Volume         , Page         , of the Map Records of said County. It is the intention of Developer that Pine Ridge Subdivision shall be maintained as a residential and recreational subdivision in which the owners of the various tracts may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential and recreational uses and related matters are concerned, while at the same time assuring to every purchaser of land in this subdivision that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

EXECUTED this 20 day of Jan, 1978.  
William S. Cochran, III  
WILLIAM S. COCHRAN, III  
Managing General Partner  
Cochran Brothers General Partnership

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. COCHRAN, III, Managing General Partner of COCHRAN BROTHERS GENERAL PARTNERSHIP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of COCHRAN BROTHERS GENERAL PARTNERSHIP, a Texas general partnership, for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said partnership.



GIVEN UNDER MY HAND AND SEAL of office on the 20th day of

Tom E. Smalley  
Notary Public in and for  
Harris County, TEXAS  
My commission expires

TOM E. SMALLEY  
Notary Public in and for Harris County, Texas  
My Commission Expires January 25, 1980







PINERIDGE SUBDIVISIONSECTION FIVE

ALL THAT TRACT OR PARCELS OF LAND situate in Waller County, Texas out of the George A. Dennett Survey A-123 and being a portion of

BEGINNING at a pipe and fence corner at the intersection of the North line of the original tract with the East line of Cochran Road at a point N 14° 54' 30" E, 7236.91 ft.

from the Southwest corner of the George A. Dennett Survey A-123;

THENCE with the North line as fenced S 72° 02' 37" E, 1783.29 ft.;

S 71° 41' 33" E, 1594.91 ft.;

S 70° 06' 36" E, 107.02 ft.;

S 71° 36' 43" E, 138.79 ft.;

S 72° 10' 08" E, 471.90 ft.;

S 72° 17' 30" E, 1235.16 ft. to a pipe and fence corner in the center line of a 60 ft. road easement;

THENCE continuing with said center line S 71° 01' 24" E, 2054.87 ft. to a point;

THENCE S 18° 27' 12" W, 961.81 ft. to an iron pin;

THENCE N 71° 32' 48" W, 346.83 ft. to an iron pin;

THENCE S 18° 27' 12" W, 850.00 ft. to an iron pin in the North line of Brumlow Road;

THENCE with said road line N 71° 32' 48" W, 1487.82 ft. to an iron pin;

THENCE continuing with said road line in a westerly direction on a curve to the left, having a radius of 12,422.12 ft., a distance of 2910.15 ft. to a point;

THENCE continuing with said road line N 84° 58' 10" W, 1948.35 ft. to an iron pin at the intersection of the North line of Brumlow Road with the East line of Cochran Road;

THENCE with said line N 18° 43' 50" W, 37.79 ft.;

N 13° 14' 55" W, 94.34 ft.;

N 7° 52' 20" W, 96.08 ft.;

N 0° 24' 35" E, 219.54 ft.;

N 1° 19' 20" E, 353.93 ft.;

N 1° 42' 25" E, 430.64 ft.;

N 1° 24' 40" E, 565.71 ft.;

PINERIDGE SUBDIVISION

SECTION FIVE -- Continued

N 1° 37' 15" E, 293.73 ft.;

N 4° 40' 15" E, 182.00 ft.;

N 7° 34' 25" E, 133.69 ft.;

N 8° 31' E, 72.92 ft.;

N 11° 10' 44" E, 228.12 ft. to the point or place of beginning containing

327.241 acres of land.

ORGANIZATIONS

I. PROPERTY OWNERS ASSOCIATION

The Pine Ridge Property Owners Association, hereinafter called "Association", was established by the Declaration of Restrictions for Pine Ridge Subdivision, Section I, for the purpose of protecting and promoting the residential and recreational environment of all of Pine Ridge Subdivision through maintenance and enforcement of the property restrictions adopted for each Section of the Subdivision. The Association consists of all the purchasers, grantees, lessees and owners of the tracts which are a part of Section I and all subsequent Sections of said Pine Ridge Subdivision, including Section V, with the owner of each tract being entitled to one (1) vote per acre contained within each such tract. The Association shall act by and through a Board of Directors, composed of five (5) of its members, elected annually for terms of one (1) year by the majority in votes of those Association members voting in each election; however, William S. Cochran, III, Robert P. Cochran, and Steve T. Cochran constitute the initial Board of Directors and have assumed and shall retain control of the Property Owners Association until that point in time when, in the opinion of Developer, the best interests of all property owners in Pine Ridge Subdivision shall be best served by having a different Board of Directors. If any member of the initial Board of Directors dies, resigns, or becomes unable to act, the other members of the initial Board of Directors are authorized to appoint a new Director to serve.

The initial Board of Directors shall perform the following functions:

- (a) act as representatives of all of the property owners in Pine Ridge Subdivision to insure against depreciation of property values;
- (b) collect and expend, in the interest of the subdivision as a whole, the maintenance charges as hereinafter created;
- (c) enforce, by appropriate legal proceedings, these covenants and restrictions in the manner set out hereinbelow;
- (d) approve or reject plans and specifications for improvements to be erected in Pine Ridge Subdivision in the manner set out hereinbelow;
- (e) keep financial records with respect to maintenance assessments collected, which records shall be available for inspection by any lot owner in Pine Ridge Subdivision at all reasonable times; and
- (f) do all other acts necessary to preserve, protect and promote the recreational and residential environment of Pine Ridge Subdivision through maintenance and enforcement of the property restrictions.

2. BUILDING CONTROL COMMITTEE

The Board of Directors is also known as the Building Control Committee (herein elsewhere called the "Committee"). No member of the Committee or its designated representatives, as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

3. DUTIES OF THE BUILDING CONTROL COMMITTEE

No building shall be erected, placed or altered on any residential and recreational building site or tract in Pine Ridge Subdivision, Section V, until the construction plans and specifications therefor and the plat plan of the building site showing the locations of all buildings and sidewalks to be erected thereon have been approved by the Committee as to use, quality of workmanship and materials, conformity

and harmony with the external features of existing structures in Pine Ridge Subdivision, Section V, 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.

RESTRICTIONS

1. LAND USE AND BUILDING TYPE

No tract shall be used for any purpose except for single family residential or recreational purposes; provided that until the Developer, its successors and assigns, has sold all of the tracts in Pine Ridge Subdivision, Section V, any tract may be used by Developer, its successors and assigns, for the erection and operation of a sales office, construction office, or model home. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses whether from homes, residences or otherwise, and the above described uses of the above described property are hereby expressly prohibited. The term "recreational uses" as used herein shall be held and construed to exclude commercial, business and professional activities of any nature, whether from homes, residences or otherwise, and the above described uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in Pine Ridge Subdivision. No building shall be erected, altered, placed or permitted to remain on any tract other than:

- (a) one (1) detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and
- (b) tool sheds or workshops for the personal use of the purchaser, grantee, lessee or owner, and his immediate family; and
- (c) one (1) or more shelters for pets or domestic animals kept on the premises for non-commercial purposes.

Excepting express recital in the initial conveyance of such tract by Developer or, subsequent to conveyance, by special letter agreement from the Committee on each tract to the contrary, subject however, to the approval of such exception 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 from Lender with respect to such property, all mobile homes and trailer houses are forbidden to be permanently located on the land. Approval of such exemption by Lender on any tract in Pine Ridge Subdivision, Section V, shall be effective and act as a waiver of such exemption with respect to all tracts in Pine Ridge Subdivision, Section V, however, approval by Lender shall not affect the requirement of approval of same on each tract by the Committee. A trailer house or mobile home is permanently located upon the land when it is blocked, or connected to fresh water and sewage disposal connections on the land, or underpinned, or has been in a fixed location in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, when in a fixed location in excess of one hundred twenty (120) days.

2. LOT AREA AND WIDTH

No tract may be resubdivided into lots or tracts of less than two (2) acres unless the prior written approval of the Committee is first obtained.

3. DWELLING SIZE AND CONSTRUCTION

No residential or recreational dwelling shall be placed on any tract unless its living area has a minimum of one thousand (1,000) square feet of floor area, exclusive of porches and garages. All residential dwellings shall be equipped with

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.

Dogs, cats and other household pets and exhibition animals may be kept on any tract, provided they are not kept, bred or maintained in excessive numbers or for any commercial purpose. Furthermore, horses, cows, goats, chickens and other domestic fowl may be kept for the use and pleasure of the owner of any tract, but not for commercial purposes; provided, further that all such animals be kept in a suitable enclosure for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock or poultry from the covenant against nuisances elsewhere herein. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkempt appearance or produces noxious odors may be declared a nuisance by the Committee and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance. Notwithstanding the preceding, swine may not be kept on any tract unless they are for exhibition purposes and do not total more than two (2).

11. NUISANCES

No noxious or offensive trade or activity shall be permitted upon any tract, nor shall anything be done thereon which is or may become an annoyance or a nuisance to the neighborhood, is illegal, dangerous or immoral, or which shall have the effect of degrading the residential and recreational environment of the Pine Ridge Subdivision, Section V.

12. GARBAGE AND REFUSE DISPOSAL

No tract shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other wastes shall be kept in sanitary containers until disposition.

13. REMOVAL OF DIRT AND OTHER MINERALS

Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other minerals from any tract for any purpose is forbidden without written permission.

14. WATER AND SEWAGE DISPOSAL SYSTEMS

Water wells and septic tanks may be utilized and maintained on any tract for the personal use of any purchaser, grantee, lessee, or owner, his immediate family, and non-commercial invitees, but not for commercial purposes and all such systems must meet minimum County specifications currently in force.

15. ABANDONED OR JUNKED MOTOR VEHICLES

No tract shall be used as a depository for abandoned or junked motor vehicles for greater than a reasonable length of time, such reasonable length of time to be determined by the Committee. An abandoned motor vehicle is one without a current state inspection sticker.

16. GENERAL APPEARANCE

Each tract shall be mowed at six-month intervals and the general appearance of such tract shall be maintained in a manner beneficial to the environment of the development and in conformance to the standards set by the Association.



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

DEED RECORDS  
VOL 284 PAGE 579

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 V, 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 V, 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 V, 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 V, 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 Feb. 27 A.D., 1978 at 8:15 o'clock A. M.

Recorded Mar. 06 A.D., 1978 at 8:40 o'clock A. M.

ELVA D. MATHIS, County Clerk, Waller County, Texas  
By Louise Avery Deputy