

Filed for Record
Recorded

Feb. 27
Mar. 06

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

99387

FOR

VOL 284 PAGE 571

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 No.~~ CLERK'S FILE # 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 30 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 30th day of January, 1978.

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

TOM E. SMALLLEY
Notary Public in and for Harris County, Texas
My Commission Expires January 26, 1980

PINEEDGE SUBDIVISIONSECTION FIVE

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 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 13° 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

DEED RECORDS

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N 1° 37' 15" E, 295.73 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.

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

DLRD RECORDS
VOL. 23/ PAGE 377

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 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 steets, 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.

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 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
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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