

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, easements 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 Perry Deputy

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 82.33 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. 20 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 737.52 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;

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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. 03 sec. West, 201.69 feet;
South 14 deg. 25 min. 17 sec. West, 242.17 feet to the Point or Place of Beginning, and containing 220.762 acres of land.

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 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 1.

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.