

Pine Grove Subdivision
Declaration of Covenants, Conditions, and Restrictions
 (Modified, Extended, and Restated)

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Article I. Declaration of Covenants, Conditions, and Restrictions
(Modified, Extended, and Restated)

Section 1.01 : Preamble

This Declaration of Covenants, Conditions, and Restriction (Modified and Extended) is made effective August 1, 1999 by the undersigned (collectively referred to as "Declarants.") In some instances, the arrangement of prior document paragraphs has been changed to fit the present format.

Section 1.02 : Recitals

WHEREAS, on the 27th day of October, 1983, the Commissioners' Court of Waller County, Texas approved and accepted Pine Grove, a subdivision in the Justo Liendo Survey, A-41, Waller County, Texas, according to the map or plat thereof, recorded in Volume 358, Page 693, Deed Records of Waller County, Texas for the dedication of said subdivision, (herein after referred to as the "property");

WHEREAS, 17th day of December 1984, Reids Prairie filed (Volume 374 Page 861) a modified survey of the sanitation easement; and

WHEREAS, the original restrictions of Pine Grove, Section One, Section Two, and Reserve Commercial A & B, dated April 11, 1985, were filed by Mark S. Robinson, President of Reids Prairie, Inc., the owner thereof, and recorded in Volume 379, Page 853, Deed Records of Waller County, Texas; and

WHEREAS, on the 20th day of November, 1992, by and between Timothy J. Phelan, Karen E. Phelan, Charles Edwin Calvert, Cindy L. Calvert, Arthur D. Middleton, and Citizens State Bank, Hempstead, Texas, the then "current owners" filed Modification of Restrictions, which is recorded in Volume 472, Page 866, Deed Records of Waller County, Texas; and

WHEREAS, on the 20th day of November, 1992 Timothy J. Phelan and Karen E. Phelan filed to establish themselves as the Architectural Control Committee; and

WHEREAS, on the 24th day of June 1994, by and between Timothy J. Phelan, Karen E. Phelan, Ernest T. Lyle, Jr., Mary J. Lyle, Terry E. Harrison, Suzanne Harrison, Ida G. Hademek, and Citizens State Bank, Hempstead, Texas, the then "current owners" filed Amended Modification of Restrictions, under Volume 497 Page 439 (Clerk's File Number 942619) Official Real Property Record of Waller County, Texas; and

WHEREAS, on the 15th day of June 1999, the parties filed amended restrictions as recorded under Clerk's file number 993553 of the Official Real Property Records of Waller County Texas; and

WHEREAS, the Declarants have devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property; this general plan provided a common scheme of development designed to protect and safeguard the Property over a long period; and

WHEREAS, this general plan will benefit the Property in general, the parcels, and Lots which constitute the Property, the Declarants, and each successive owner of an interest in the Property.

NOW, THEREFORE, in accordance with both doctrines of restrictive covenant and implied equitable servitude, the Declarants desire to Modify, Extend, and Restate the restrictions on the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

FURTHER, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

Article II. Inclusions

Section 2.01 : Every lot, tract, or parcel of land in Pine Grove, Section One, and Pine Grove, Section Two, and the Commercial Reserve "A" and the Commercial Reserve "B" in Pine Grove Subdivision, whether sold by Contract for Deed or otherwise, shall be subject to these restriction.

Article III. Definitions

Section 3.01 : Association

"Association" means an incorporated association consisting of all Owners. The Association shall have the duty of maintaining, operating, and managing property located within Pine Grove in accordance with the covenants of this document. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot in the subdivision.

Section 3.02 : Board

"Board" means the Board of Directors of the Association.

Section 3.03 : Common Area

"Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration.

Section 3.04 : Lot

"Lot" means any of the Lots of land shown on the plat and subdivision map recorded in Volume 358, Page 693, Deed Records of Waller County, Texas (the "Map") as from time to time amended. The term "Lot" does not include the Common Area. "Lot" includes an authorized subdivision of a lot (or Parcel) as provided by these restrictions.

Section 3.05 : Owner

"Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in Pine Grove Subdivision on which there is or will be built a detached single family dwelling. "Owner" includes contract purchasers under executory contract but excludes persons having only a security interest.

Article IV. Use Restrictions**Section 4.01 : Animals**

1. There are four (4) classifications of animals:
 - a. Family Pets
 - b. Livestock
 - c. Project Animals
 - d. Prohibited Animals
2. The Board of Directors shall keep a public list of all four (4) animal types.
3. Family Pets
 - a. No person or owner shall be permitted to maintain more than four (4) family pets per residence.
 - b. Acceptable family pets include but are not limited to domesticated dogs, domesticated cats, or indoor birds.
 - c. At all times, pets shall be under the control of the owner and not allowed to roam freely and unattended beyond the limits of the owner's property.
 - d. Other types of pets not specifically prohibited may be admitted with an amendment to the list of approved family pets by simple majority vote of the Board of Directors.
4. Livestock
 - a. No person or owner shall be permitted to maintain more than one (1) animal unit per one half (1/2) acre of fenced land.
 - b. Acceptable animals include but are not limited to cattle and horses.
 - c. Other types of livestock not specifically prohibited may be admitted with an amendment to the list of approved livestock by simple majority vote of the Board of Directors.
5. Project Animals
 - a. Project animals are permitted only by written permit of the Board of Directors. The permit will state:
 - i. Species of animal
 - ii. Number of animals
 - iii. Duration of project
 - b. Project Animals include but are not limited to goats and sheep.
 - c. Other types of project animals not specifically prohibited may be admitted with an amendment to the list of approved project animals by simple majority vote of the Board of Directors
7. Prohibited Animals
 - a. Prohibited Animals include but are not limited to: donkeys, mules, swine, and all manner of fowl.
 - b. Under no circumstance may a prohibited animal be kept on any Lot.
 - c. The list of prohibited animals may be extended by a 2/3's majority vote of the Board of Directors.
8. No animals or livestock of any kind shall be raised, bred, and/or boarded on any Lot for commercial purposes.
9. At all times pets and livestock of any kind allowed on said premises shall be kept under sanitary conditions.
10. All outbuildings and/or shelters to be constructed for use by animals must have prior approval of the Architectural Control Committee.

Section 4.02 : Automobiles and other Vehicles

1. Only properly licensed, operating vehicles shall be permitted to be kept on any Lot.
2. No vehicle shall be parked on the road that provides access to the Lot or other Lots.
3. Vehicles shall be parked in a garage, on the driveway or on a parking area topped with an approved material.

Section 4.03 : Boats, Trailers, and Recreational Vehicles

Boats, campers, and trailers may be stored on a Lot provided:

1. That such vehicles shall be located only behind the rear building line of the residence, and;
2. Are not closer than twenty (20) feet to an adjoining Lot.
3. The Board of Directors may allow by special written permission such vehicles to park behind the front building line of the residence on a concrete pad.

Section 4.04 : Commercial Activities

1. No improvements may be erected or placed on any Lot for the sole purpose of the conduct of any commercial enterprise.
2. Commercial activity must be entirely contained within the residence.
3. There shall be no evidence of commercial activity outside the residence.
4. Permitted commercial vehicles shall be of a type and size which can be parked inside a garage measuring twenty (20) by twenty (20) feet whose door does not exceed seven (7) feet in height.
5. No commercial vehicles are allowed which have multiple rear axles

Section 4.05 : Discharge of Firearms Prohibited

Discharge of firearms, air rifles, or pellet guns on any Lot or on the adjoining roadway(s) is prohibited.

Section 4.06 : Noxious or Offensive Activities Prohibited

No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to nearby property owners.

Section 4.07 : Prohibited Residential Uses

1. No mobile home or house trailer of any kind shall be permitted to be located on any Lot.
2. No structure of a temporary character, trailer, manufactured home, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 4.08 : Residential Structures Per Lot

1. No Lot covered by this instrument shall be improved with more than one single-family residence.
2. No Lot shall be improved with multi-family residences.

Section 4.09 : Re-subdivision or Consolidation

1. No Lots covered by this instrument shall be subdivided into smaller Lots or tracts.
2. Permanent exemption: Commercial Reserve A may be subdivided into tracts of not less than one (1) acre.
3. Adjoining Lots or parcels may be consolidated to form larger Lots or parcels, at the discretion of the Board of Directors, and evidenced by the written approval of the Board of Directors through a majority vote. Once any Lots or parcels have been consolidated, they shall not be subdivided and any attempt at subdivision of consolidated Lots shall be void. Application for consolidation shall be accompanied by a plat, field notes and diagram of easements to be abandoned and easements to be formed, prepared by a registered engineer or public surveyor. By way of example only, consolidation of three Lots into two Lots may be permitted; but rescinding such consolidation, once completed, shall not be allowed.
4. The votes and rights pertaining to any Lot or parcel consolidated into another Lot shall terminate upon completion of the consolidation.

Section 4.10 : Rubbish, Trash, and Garbage

1. No Lot shall be used or maintained as a dumping ground for rubbish or as a storage place for junk.
2. Trash, garbage, or other waste shall be kept in sanitary containers.
3. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
4. Household garbage may not be burned. Fires must never be left unattended.

Section 4.11 : Signs

1. Signage on Lots shall be limited to the following quantity, size, and type:
2. Quantity: No more than three (3) signs may occupy the Lot at any one time.
3. Size: No one sign may exceed ten (10) square feet in area
4. No commercial or political signs may be placed on any Lot
5. Specifically permitted are:
 - a. Security signs
 - b. Association signs, i.e. Cattleman's Association
 - c. Signs advertising the property for sale or rent
 - d. School spirit signs

Article V. Architectural Standards**Section 5.01 : Design, Minimum Floor Area, and Exterior Walls**

1. Except as otherwise provided in exemptions, all structures in Pine Grove Section One, Pine Grove Section Two, Commercial Reserve A, and Commercial Reserve B shall meet the following building specifications:
2. Every building shall meet the current building code requirements of Waller County, Texas.
3. "Living Area" is defined as area(s) exclusive of unairconditioned porches, attached garages, covered walkways and/or breezeways, patios, or other appurtenances or appendages.
4. All residences shall have a concrete approach and concrete driveway extending from the paved roadway.
 - a. Permanent exemption to this clause is granted to existing driveways on Lots:
 - i. Pine Grove Section One, Lots: 5, 6, 7, 10, 39, 55, 62 and 63.
 - ii. Pine Grove Section Two, Lots: 4, 6, 7 and 9.
 - b. The requirements of paragraphs 4., and 4.a., are hereby waived for certain Lots so long as ownership of such Lots does not transfer prior to the beginning of construction of a residence thereon. If ownership of such Lots does transfer prior to the beginning of construction of a residence, such waiver shall be void and the provisions of paragraphs 4., and 4.a., shall apply. The Lots subject to this subparagraph are as follows:
 - i. Pine Grove Section One, Lots: 4, 8, 9, 30, 31, 32, 33, 34, 35, 37, 38, 43, 45, 46, 53, and Commercial Reserve "B".
 - ii. Pine Grove Section Two, Lot 5.
 - c. Driveways constructed under the exception granted by paragraph 4.b. shall be of a type and material approved by the Architectural Control Committee. Such driveways shall be well defined and kept in a neat and orderly appearance.
5. All foundations of all residences, garages, and carports shall be of concrete slab construction unless otherwise approved by the Architectural Control Committee.
6. All exterior surfaces (excluding roofs and soffits) of all dwellings (including attached garages and carports) shall be composed of a combined total of at least 51% brick or other approved masonry (detached garages and carports shall not be included in the calculation of the 51% brick or other approved masonry).
7. All Owners shall keep the exterior appearances of their residence in a neat and attractive manner.
8. In no case shall windows be covered by sheets, aluminum foil, flags, newspapers, or other unsightly articles.
9. Lots: 1 through 55 inclusive, and 66, 67, and 68 of Section One; and Lots: 1,2,3 in Section 2, and Commercial Reserve "A" and "B" of Pine Grove Subdivision shall be subject to the following:
 - a. Single story residences shall have a minimum living area of 1700 square feet.
 - b. Two story residences shall have a minimum living area of 2200 square feet
10. Lots 56 through 65 inclusive of Section One and Lots 4 through 11 inclusive of Section Two of Pine Grove Subdivision shall be subject to the following:
 - a. Single story residences shall have a minimum living area of 2000 square feet.
 - b. Two story residences shall have a minimum living area of 2400 square feet.
 - c. Permanent exemption is granted to the structure now occupying Section Two, Lot 4.
11. Drainage structures under private drives shall have a drainage opening area as prescribed by the Waller County Road Administrator or Waller County Engineer.
12. Culverts shall be used for all driveways and/or walks. A permanent exemption is granted to Pine Grove Section One, Lot 55.

Section 5.02 : Fences, Walls, Hedges

1. From the rear building line of the residence to the street, only wood rail fencing using a minimum of three horizontal rails and no more than four horizontal rails, or such other fencing as approved by the Architectural Control Committee shall be constructed.

2. From the rear building line of the residence to the rear property line, fencing materials and design shall be subject to approval of the Architectural Control Committee.
3. Applications for construction of fences shall be submitted to the Architectural Control Committee with a description of materials and a diagram indicating the location of the fence relative to the residence and property lines. Specifically no barbed wire, chicken wire, or chain link fences shall be permitted.

Section 5.03 : Garages and Carports

Every Residence shall have a garage or carport with minimum outside dimensions of twenty (20) feet by twenty (20) feet.

Section 5.04 : Landscaping

1. Landscaping work and planting in general do not require the approval of the Architectural Control Committee. Vegetation which tends to undesirably proliferate to other properties shall be controlled by the property owner. Structures related to landscaping, such as trellises, gazebos, planter boxes and such, shall require prior approval of the Architectural Control Committee. The Association, through the Architectural Control Committee reserves the right to issue notices to correct any unacceptable conditions brought about by landscaping, and to take appropriate actions to enforce such remedy.
2. Prior to occupying any residence, the lawn areas surrounding the residence shall be cleaned of all debris. Construction materials pertaining to work remaining shall be stored within the garage or out of view from the road.
3. The lawn areas shall be shaped and smoothed to remove the scarification of construction and to provide an acceptable seed bed for grass. Within six (6) months of the issuance of the original Certificate of Occupancy the Owner shall complete the installation of grass (seed or sod) and shrubbery.
4. All grass, weeds, and vegetation situated on each Lot, other than garden plants, shall be mowed and trimmed at regular intervals.
5. If the Lot is not brought into compliance within five days after having been given written notice, the Board of Directors may have such grass, weeds, or vegetation mowed or trimmed. All sums expended by the Board of Directors, as herein authorized, shall be due and payable on demand by the owner or purchaser of such Lot and shall be secured by an express lien herein created against such Lot.

Section 5.05 : Poles, Masts and Antennas

1. No freestanding antennas for the use of ham radio or other data transmission shall be permitted.
2. No radio towers, television towers, or aerial wires over thirty (30) feet in height above the ground shall be maintained over any part of any Lot.
3. No supporting guy wires may be used to stabilize any antenna or aerial structure.
4. Satellite dishes of less than eight feet in diameter are allowed.
5. Location of poles, masts and antennas are subject to prior approval of the Architectural Control Committee.

Section 5.06 : Power and Utility Service Lines

All secondary electrical power lines shall be placed underground from the platted utility easement to the residence. Permanent exemption is granted to Pine Grove Section One Lots 9 and 55.

Section 5.07 : Setbacks and Building Lines

1. No residence or building shall be erected or placed on any Lot:
 - a. Nearer than eighty (80) feet or further than one hundred thirty (130) feet from the frontage of said Lot on the road, which provides access to the Lot.
 - b. Nearer than twenty (20) feet to an adjoining Lot.
 - c. The residence shall be parallel to the road frontage with the front door facing the road.
 - d. The Architectural Control Committee may give written exception to the building line and position relative to the road.
2. All other structures, such as barns or sheds, shall be located behind the rear building line of the residence and shall not be nearer than twenty (20) feet to an adjoining Lot.

Section 5.08 : Sewer and Septic

1. No outside toilets shall be erected, placed or used on any Lot except during the construction of a residence.
2. The builder shall supply and maintain in a sanitary fashion an outside toilet until construction of the residence is completed.

3. Sewage shall be disposed of by means of an approved septic system. All septic systems shall meet all standards of Waller County, Texas and the State of Texas.
4. If the septic system utilizes a spray system to dispose of wastewater a timer must be installed to limit discharge to between the hours of midnight and 4 am only.

Article VI. Easements

The property of the Subdivision is subject to all restrictions, covenants, conditions, reservations, and easements of record in the Office of the County Clerk of Waller County, Texas, and all valid and subsisting easements of electric lines, highways or roadways, or for rights-of-way of every kind or nature. Easements specific to Pine Grove include:

1. Betka Road right-of-way easement: Number 51,200 on the 27th day of January 1964.
2. Platted Easements: Volume 358 Page 693 on the 27th day of October 1983. (Included are utility easements and building lines)
3. Sanitary Control Easement for Water Well: Volume 374 Page 861 (150 foot radius) affecting Lots: Section One: 1 and 68; Section Two: Lots 10 and 11.
4. Verification that there were no underground pipelines within the subdivision on the 27th day of October 1983, the Commissioners' Court of Waller County.

Article VII. Architectural Control

Section 7.01 : Architectural Control Committee

1. The Board of Directors shall designate and appoint an Architectural Control Committee (the "Architectural Control Committee") consisting of three (3) persons, which shall serve at the pleasure of the Board of Directors.
2. The Developer (Timothy Phelan) or his designee shall hold one of the seats on the Architectural Control Committee for two years from the date of ratification of this document.

Section 7.02 : Architectural Control Committee Membership

1. The Architectural Control Committee shall be comprised of three members (including the Developer as stated above).
2. In the event of the resignation, death, or inability to serve of any member of the Architectural Control Committee, the Board of Directors shall designate a successor.
3. No member of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to this covenant.
4. No more than one person per residence will be allowed to serve on the Architectural Control Committee at the same time.
5. The members of the Architectural Control Committee serve at the pleasure of the Board of Directors and may be removed by a 2/3's majority vote of the Board of Directors, except as stated in 7.01(2).

Section 7.03 : Architectural Control Committee Action

1. No building or other improvement shall be erected, placed, or altered on any Lot until the construction plans and specifications, and a plan showing the location of the structure or improvements, have been approved by the Architectural Control Committee as to quality of workmanship, materials, and location.
2. In addition, no building or other improvement shall be occupied by any person until the Architectural Control Committee approves such structure as suitable for occupancy by issuing a Certificate of Occupancy in writing.
3. The Committee's approval or disapproval of construction plans and specifications, as well as suitability for occupancy, as required by this covenant, shall be in writing.
4. Structures or other improvements made without the approval of the Architectural Control Committee shall, with the approval of the Board of Directors, be subject to removal and the Lot owner(s) charged for such removal.
5. If the Committee fails to give written approval or disapproval within thirty (30) days after the plans and specifications have been submitted to it then approval of such plans and specifications shall not be required. Likewise, if the Committee fails to give written approval that a building or other improvement is suitable for occupancy within thirty (30) days of a request for such approval, then approval of such structure for occupancy shall not be required, and this covenant shall be deemed to have been fully satisfied.

Section 7.04 : Approval of Plans and Specifications

The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

1. Construction of any building, fence, wall, or other structure.

2. Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
3. Those items specifically included elsewhere in these restrictions.

Section 7.05 : Application for Approval

1. To obtain approval to do work as described in "Approval of Plans and Specifications" an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work.
2. Such plans and specifications shall detail:
 - a. The nature
 - b. Shape
 - c. Height
 - d. Materials
 - e. Colors
 - f. Location of the proposed work; and
 - g. Other information as required by the Architectural Control Committee.

Section 7.06 : Standard for Review

1. The Architectural Control Committee shall review applications for proposed work in order to
 - a. Ensure conformity of the proposal with these covenants, conditions, and restrictions; and
 - b. Ensure harmony of external design in relation to surrounding structures and topography.
2. An application can be rejected for providing insufficient information.
3. The Committee shall have broad, discretionary authority to interpret and apply these standards.
4. In rejecting an application, the Committee shall detail the reasons for rejection and may suggest how the applicant could remedy the deficiencies.
5. The applicant may request a hearing of the Board of Directors to review the decision of the Architectural Control Committee. The Board of Directors may override the ACC only by a 2/3's majority vote.

Section 7.07 : Color and Paint Approval

1. All structures located on any part of the premises, which require painting shall, prior to being painted, have the color of the paint to be used approved by the Architectural Control Committee.
2. Once approved, the structure may be repainted with the original color without further approval.

Article VIII. Homeowners Association

Section 8.01 : Creation

The Owners shall constitute the Association. Each Owner of a Lot shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

Section 8.02 : Transfer of Membership

Association membership can be transferred to the grantee of a Lot in fee or a purchaser under an executory contract. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Section 8.03 : Management of Association

The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Articles of Incorporation and Bylaws, subject to this Declaration.

Section 8.04 : Membership Voting, Elections, and Meetings

1. Each owner, including the developer, shall be entitled to one vote per Lot or parcel owned.
2. There shall be at least one meeting of the membership each year.
3. At that meeting, the Lot Owners shall:
 - a. Elect a Board consisting of five (5) directors
 - b. Vote on a proposed budget for the forthcoming year.
 - c. Declare an assessment per Lot based on the approved budget.
 - d. Discuss any matter of Association Business that the Board or any other Owner wishes to bring before the entire membership.
4. No member of the Board shall be entitled to any compensation for services performed pursuant to this covenant.
5. No more than one person per residence will be allowed to serve on the board at the same time.

6. The Developer (Timothy Phelan) or his designee shall hold a seat on the Board of Directors for two years from the date of ratification of this document.

Section 8.05 : Duties and Powers of the Board

Through the Board, the Association shall have the following powers and duties:

1. To adopt rules and regulations to implement these Declaration and the Association Bylaws.
2. To enforce this Declaration, the Bylaws, its rules, and regulations.
3. To elect officers of the Board and select members of the Architectural Control Committee.
 - a. The officers of the Association serve at the pleasure of the membership. They may be removed at any time by a 2/3's majority vote of all Lot owners of Pine Grove Subdivision.
 - b. An officer may serve on the Board of Directors and the Architectural Control Committee concurrently.
 - c. In selecting members for the Architectural Control Committee the Board should give due consideration to those persons not already serving as members of the Board
4. To delegate its powers to committees, officers, or employees.
5. To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at it's annual meeting.
6. To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each LOT.
7. To establish and collect special assessments for capital improvements or other purposes.
8. To hold regular meetings of the Board, at least quarterly.
9. To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
10. To file liens against Lots because of nonpayment of assessments which were duly levied and to foreclose on those liens.
11. To receive complaints regarding violations of this Declaration, the bylaws, or rules and regulations.
 - a. All reports of alleged violations must be submitted in writing to Board of Directors.
 - b. In all cases, the name of the complainant shall be kept confidential unless they should decide to speak at any hearing.
12. To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations. At the request of the Lot owner the hearing may be held before the Board of Directors or the entire membership.
13. To hold hearings to determine by a 2/3's majority of the Board of Directors whether to override a decision made by the Architectural Control Committee.
14. To manage and maintain the Common areas in a state of high quality and good repair.

Section 8.06 : Developer Exemptions

1. Timothy J. Phelan, his successors or assigns, is the Developer.
2. Developer owned Lots shall be exempt from the payment of dues, assessments or other financial commitments levied by the Association on development Lots, with the exception of charges or fees assessed for maintaining the appearance or mowing of Developer owned Lots.
3. The conditions of this subparagraph do not limit the other duties, privileges or responsibilities enumerated to the Developer, as set forth in other parts of these restrictions.

Article IX. General Provisions

Section 9.01 : Duration and Amendment

1. These covenants shall be binding on all parties and all persons claiming under them until December 31, 2009, after which date said covenants shall be automatically extended for successive twenty (20) year periods unless an instrument executed by seventy five percent (75%) of those persons then holding title to all Lots in Pine Grove Section One, and Pine Grove Section Two, and Commercial Reserve A and B, covered by this instrument has been recorded, agree to change said covenants in whole or part.
2. For the purpose of determining whether seventy five percent (75%) of those persons then holding title to the Lots have agreed to change these covenants in whole or part, each Lot shall have one (1) vote regardless of the number of persons who may own such Lot.

Section 9.02 : Enforcement

1. The Developer, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration.
2. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation.
3. All waivers must be in writing and signed by the party to be bound.

- 4. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the covenant either specifically to enforce such covenants or to recover damages for their breach.

Section 9.03 : Severability

Invalidation of any one of these covenants by judicial decree shall in no way affect the force and effect of any other covenant.

Section 9.04 : Covenants Running with the Land

- 1. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property.
- 2. Consequently, they shall run with the real property and shall be binding on all parties having right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns.
- 3. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Section 9.05 : Attorney's Fees

If a controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

Section 9.06 : Liberal Interpretation

This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

Section 9.07 : Headings

The headings above the various provisions of these Restrictions have been included only to make it easier to locate the subject matter covered by each provision and are not to be used in construing this document or in ascertaining its intentions.

Signature: Timothy J. Phelan
Timothy J. Phelan

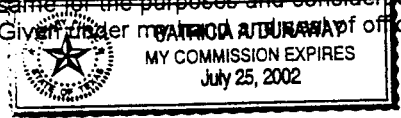
Signature: Randle Bain
Randle Bain

Signature: Dean Adams
Dean Adams

STATE OF TEXAS
COUNTY OF WALLER

Before me, the undersigned authority, on this day personally appeared Timothy J. Phelan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 26th day of October, 1999

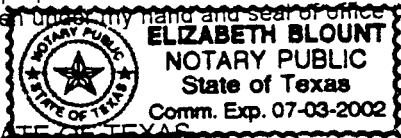


Patricia A. Dunaway
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF WALLER

Before me, the undersigned authority, on this day personally appeared Dean Adams, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 26th day of October, 1999

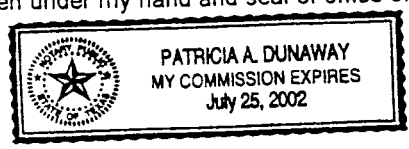


Elizabeth Blount
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF WALLER

Before me, the undersigned authority, on this day personally appeared Randle Bain, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 26th day of October, 1999



Patricia A. Dunaway
Notary Public, State of Texas