

**FIRST AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS AND  
SUPPLEMENTAL DECLARATION OF CONDITIONS AND RESTRICTIONS  
FOR THE RANCHES AT PINEHURST**

This is an AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR THE RANCHES AT PINEHURST (hereinafter referred to as the "Amendment") and is made on the date hereinafter set forth by BAC Investments, Inc., a Texas Corporation, having its principal place of business in Houston, Harris County, Texas, (hereinafter referred to as the "Developer") and the individual lot owners of certain lots at the Ranches at Pinehurst that are hereinafter set forth (hereinafter referred to as the "Lot Owners").

**WITNESSETH:**

WHEREAS, the Developer has filed of record under Clerk's File No. 9153386, Real Property Records of Montgomery County, Texas, a Declaration of Covenants, Conditions & Restrictions for the Ranches at Pinehurst (hereinafter the "Declaration"); and

WHEREAS, pursuant to Article III of the Declaration, the owner of each tract covered by the Declaration is obligated to pay certain assessments to the Ranches at Pinehurst Property Owners Association; and

WHEREAS, pursuant to Article III, Section 3, of the Declaration, the Maximum Annual Assessment that can be assessed by the Ranches at Pinehurst Property Owners Association, subject to certain increase provisions provided therein, is Two Hundred Forty and 00/100 Dollars (\$240.00) per tract plus One and 00/100 Dollar (\$1.00) times the number of acres in that tract; and

WHEREAS, a security gate has been constructed to secure the entrance to certain lots, described herein, at the Ranches at Pinehurst (hereinafter referred to as the "Privacy Tracts"); and

WHEREAS, in order to have sufficient resources to maintain the gate and roadway system into the Privacy Tracts, the Developer and the Lot Owners desire to increase the Maximum Annual Assessment and amend the Declaration as hereinafter set forth; and

WHEREAS, Developer and the Lot Owners further desire to amend the Declaration, as hereinafter set forth, to protect and maintain the natural setting along the northwest edge of The Ranches at Pinehurst; and

WHEREAS, Developer and the Lot Owners further desire to create a new

section within The Ranches at Pinehurst named “RANCHOS LOS ENCINOS” that will be subject to additional and supplemental restrictions as herein set forth;

NOW, THEREFORE, Developer and Lot Owners, to the extent provided herein but not otherwise, amend the Declaration as follows:

**ARTICLE I  
GENERAL**

The following definition shall supplement and shall be in addition to the words as previously defined in Article I, Section 1 of the Declaration. The following words, when used in this Amendment, unless the context shall prohibit, shall have the following meanings:

- a. “Privacy Tract” and/or “Privacy Tracts” as referred to in Article III, Section 3 of this Amendment shall mean the tracts identified on Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, Exhibit “E”, Exhibit “F”, Exhibit “G”, Exhibit “H”, and Exhibit “I” attached hereto and incorporated herein, including the “Ranch Creek Tracts” as described in Item “p” below.
- b. “Ranchos Los Encinos”, as referred to in Article V, Section 2, shall mean that property located within The Ranches at Pinehurst that is or shall be filed of record in Montgomery County as “Ranchos Los Encinos”.
- c. “Ranch Creek Tracts”, as referred to in Article V, Section 9, shall mean the tracts located within The Ranches at Pinehurst that are or shall be filed of record in Montgomery County Deed Records as “Section 2 of The Ranches at Pinehurst”.

**ARTICLE III  
ASSESSMENTS**

Article III, Section 3 is hereby supplemented as follows:

The owner of each Privacy Tract shall pay to the Association, in addition to the \$240.00 assessment previously set out herein, a supplemental assessment of Two Hundred Sixty and 00/100 Dollars (\$260.00), in advance, on the 1st day of January of each year during the term hereof. The \$260.00 supplemental assessment shall be paid in accordance with and subject to all of the same terms and conditions as the \$240.00 assessment.

## ARTICLE V

Article V, Section 2, is hereby supplemented as follows:

No single primary residential dwelling shall be placed on any Tract within Ranchos Los Encinos unless its living area has a minimum of 3000 square feet of floor area (exclusive of porches and garages).

Article V, Section 9, is hereby supplemented as follows:

The natural vegetation easement shall be 100 feet in width along that portion of the Ranchos Los Encinos and Ranch Creek Tracts that front on Ranch Creek.

All other covenants, conditions and restrictions contained in the Declaration shall remain in full force and effect and shall not be modified by this Amendment.

EXECUTED in multiple original counterparts, each of which shall be an original, but which shall together constitute but one and the same Amendment.

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