

I.

DEFINITIONS

The following words when used in this instrument shall have the following meanings:

- A. "North Country Estates" shall mean NORTH COUNTRY DEVELOPMENT, LLC., a Texas Limited Liability Company, its successors and assigns.
- B. "Subdivision" shall mean NORTH COUNTRY ESTATES, PHASE FIVE-A as per the plat filed of record in Volume 5197, Pages 80 and 81, of the Official Records of Brazos County, Texas.
- C. "Recording Date" shall mean the date upon which this document is filed of record with the Country Clerk of Brazos County, Texas.
- D. "Lot" or "Parcel" shall mean those plots of land shown on the map or plat of the Subdivision filed of record with the Clerk of Brazos County, Texas, with the exception of those plots of land designated as Reserve Tracts (if any), and reservations herein after made, if any.
- E. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities of the fee simple title to any lot in the Subdivision, or any part or interest therein, but shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term "Owner" shall further include any person or entity claiming title to any lot or portion thereof by adverse possession, any person

or entity leasing, renting or otherwise occupying any lot or part thereof, and any person or entity claiming interest in a lot or part thereof under a contract of sale.

- F. "Representative" shall mean a person, persons, or entity designated in a document of record in the Official Records of Brazos County, Texas, as the representative of NORTH COUNTRY DEVELOPMENT, LLC. with the authority set forth herein and/or in said document.

II.

EASEMENTS

NORTH COUNTRY DEVELOPMENT, LLC., hereby dedicates to the Public a perpetual utility easement in, along, under, over, across, and through those areas on the plat of said Subdivision designated for such easements, said plat being referred to in paragraph I.B. above. Utility companies shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitations of the generality thereof, water, sanitary sewer, storm sewer, drainage and gas pipelines, mains, conductors, and all appurtenances thereto and electric distribution and communication lines, wires, conduits, guy wires, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The width of the utility easements hereby reserved are as shown on said plat and shall extend below ground level sufficiently to accommodate utilities and extending upward to a plane of sufficient height above the ground to include utility equipment as constructed.

III.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of the Subdivision as a district set aside for residential homes and certain other uses accessory thereto, the following restrictions, including without limitation, restrictions, covenants, declaration, easements, limitation, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy and conveyance of all the parcels in the Subdivision. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the Subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of and interest in such parcel.

A. BUILDING, CONSTRUCTION, AND USE RESTRICTIONS

1. Only single family residential dwellings and appurtenances ordinary to residential living shall be built on any parcel in the Subdivision. All appurtenances shall also require the approval of the Representative (as defined in I.F. above). Each parcel in the Subdivision shall be used only for non-commercial residential and recreational purposes. To this end, without limitation, the following structures may not be built or used on any parcel of the Subdivision: hospitals, clinics, rest homes, duplex houses, four plexes, apartment houses, mobile homes, manufactured housing, hotels, boarding houses, rooming houses, fraternity houses, sorority houses, or any retail, wholesale, or other

business or commercial establishments of any kind. The non-commercial single family residential dwelling may be occupied only by either (a) an owner and persons related to the owner, plus one (1) person who is not related to the owner; or, (b) if the property is not occupied by an owner, one (1) person who is not related to the owner, plus persons related to that person. ("Related" means a spouse, parent, grandparent, brother, sister, child, grandchild or other person related by law, blood or marriage). Notwithstanding the above, consulting or similar in-home business activities that have limited customer activity shall be allowed but only in single family houses. The Representative shall have the right and power to stop or restrict any such in house business activity if the Representative determines in his sole discretion that the business or activity is detrimental to the Subdivision.

2. The authority of NORTH COUNTRY DEVELOPMENT, LLC. and/or the Representative, as stated in this Declaration, continues until such time as (1) NORTH COUNTRY DEVELOPMENT, LLC., ceases to own any of the lots subject to this Declaration, and (2) NORTH COUNTRY DEVELOPMENT, LLC., in its sole discretion, notifies the lot owners and records in the Official Records of Brazos County, Texas a document terminating its authority and responsibilities in said Subdivision. Accordingly, each lot owner shall then have the right to enforce the restrictions in said Subdivision as provided by Texas law, to include formation of a Home Owners Association if so desired.

3. No residence shall be constructed on any parcel that has an underroof living area, excluding porches, garages, patios and the like, of less than 1,800 square feet. Construction of the main dwelling, once begun, shall be completed in no more than 24

months. External material, excluding the roof, of all main residences must be composed of at least seventy-five percent (75%) masonry.

4. Only one single family dwelling and appurtenances thereto such as garages, outbuildings, barns, stables, and the like may be placed or constructed on each of the parcels as platted as of the recording date; provided, however, that one, and no more than one, single family dwelling and its appurtenances may be placed or constructed within each subdivided lot as set forth in Article IV, hereof.

5. No building or structure except fences may be located on any such lot nearer (a) to the front line of the lot than fifty (50') feet, or (b) nearer to the side lot lines than thirty (30') feet or (c) nearer to the back lot line than thirty (30') feet. However, in no event will such set back lines be less than those set by governmental requirements. The front side of the parcel is that side which abuts a street.

6. No residential dwelling shall be built without a State of Texas or other required governmentally approved septic tank or other sewage disposal system that is so approved.

7. The color scheme, design, height, configuration and location of all structures, including, but not limited to the primary single family dwelling, garages, barns, outbuildings, stables and the like located on a lot shall be subject to approval of Representative. Approval to build may be denied if the Representative is of the opinion that such color scheme, design, height, configuration or location will be detrimental to the Subdivision or an adjoining lot or parcel.

8. To ensure a consistency of design, appearances, and materials throughout NORTH COUNTRY ESTATES, PHASE FIVE-A, all fences fronting (as further defined below) must conform to the following standards: (1) the style "Post and three Rail", in the color white, with posts eight (8') feet apart on center, (2) constructed of either wood or polyvinyl, (3) a minimum/maximum height of 51-53 inches, a minimum/maximum rail width of 5 to 6 inches; and, (4) the fence aligned with contiguous neighbors fencing (if such exist) and placed "on" the property line parallel and contiguous to the aforementioned streets. If NORTH COUNTRY DEVELOPMENT, LLC. installs the "Post and three Rail" fence on any lot then such fence shall be conveyed with associated ownership and maintenance responsibilities to each respective lot owner. The term ". . . all fences fronting" does not require that an owner construct a fence on the streets but in the event they elect to do so, such fence shall meet the four standards as set out above. 'Side fences' or 'back fences' are not required to meet those standards and may be constructed as the owners needs and wishes dictate.

9. Driveways shall be surfaced in asphalt or concrete.

10. All mailboxes shall be 42-44 inches from the surface of the ground surrounding such and shall be enclosed in a small and appropriate column made of brick that is compatible with the main residential structure.

B. GENERAL RESTRICTIONS.

1. No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done which may be or become any annoyance or nuisance to the Subdivision.

2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot within the Subdivision for commercial or other purposes except as set forth in this paragraph. There will be no wild, exotic, or naturally undomesticated animals allowed to be caged or otherwise kept on any parcel within the Subdivision. Poultry, rabbits, lambs and calves are permitted but limited to the period they are being raised for school, 4-H, FFA, or similar projects, and not beyond that period. Horses are permitted but limited to one adult (over one (1) year of age) animal per acre of area in the lot, fractions of an acre being excluded. Offspring are permitted until they become adult at which time they are subject to the area limitation. Household pets must be restrained by a leash or by a fence on the property of the owner of the pet and will not be allowed to run at large within North Country Estates.

3. No part of the Subdivision shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Owner will contact with a regularly scheduled trash pick-up service if it is available.

4. No act may be performed which is likely to pollute the air or water in any part of the Subdivision, nor may any property owner violate, any ordinance designated to eliminate pollution at that time in force whether it be State, County or City.

5. No firearms or fireworks may be discharged in the Subdivision or on any parcel, easements or common area. No hunting or any kind will be allowed.

6. No oil or gas drilling, development, refining, quarrying or mining operations of any kind shall be permitted on the surface of any lot, nor shall any wells, tanks, tunnels,

mineral excavations or shafts be permitted on the surface of any lot. No derrick or other structures designed for use in boring or drilling for oil, natural gas, or other mineral shall be erected, maintained or permitted on any lot. This paragraph does not prohibit the pooling of all or part of the Subdivision with other property for drilling of horizontal or slant hole wells which does not interfere with the use of the surface of the Subdivision.

C. RESTRICTIONS AS TO CONTROL, MANAGEMENT AND USE OF LAKE HERON.

It is understood that the tract of land (Land) opposite and across Lake Heron from NORTH COUNTRY ESTATES, PHASE FIVE-A is owned by Mervin D. Peters. It is the intention of Mervin D. Peters to plat and develop the Land as NORTH COUNTRY ESTATES PHASE FIVE -B. The control, use and management of Lake Heron shall be vested in those persons owning the majority of lots in such combined PHASES of NORTH COUNTRY ESTATES (FIVE-A and FIVE-B) subject however to final approval of Mervin D. Peters. However when 80% of the lots comprising NORTH COUNTRY ESTATES, PHASES FIVE-A and FIVE-B have been sold by NORTH COUNTRY DEVELOPMENT COMPANY, LLC. the control, use and management of Lake Heron will be vested solely in the owners of Lots in NORTH COUNTRY ESTATES, PHASES FIVE-A and PHASE FIVE-B. When such control, use and management has passed as aforesaid the owners of not less than 80% of the combined lots in NORTH COUNTRY ESTATES, PHASES FIVE-A and FIVE-B may form an association to control the management and use of Lake Heron. Such association when formed shall have the power to subject all of the lots in

NORTH COUNTRY ESTATES, PHASES FIVE-A and FIVE-B to the management and control of such association.

Notwithstanding the foregoing the following restrictions as to use of Lake Heron shall remain in full force and effect until changed by a vote of persons owning 80% of the lots in NORTH COUNTRY ESTATES, PHASES FIVE-A and FIVE-B.

1. No fence, wall or barrier between any lots shall be erected or placed at or on that portion of any lot, if any, that extends into the lake.

2. No fence, wall or barrier shall be constructed in such fashion as to extend across any lot line as extended toward Lake Heron.

3. No piers, walk or floating object designed to be left unattended shall be temporarily or permanently constructed, anchored or tied in Lake Heron except a private pier or dock not longer than 40' feet as measured from the shore of Lake Heron when the water is at 324 feet above sea level.

4. No boats or floating objects shall be permitted on Lake Heron that are propelled by a device larger than one electric motor of the type typically used to propel a boat not longer than 16 feet.

5. No Personal Water Craft shall be permitted on Lake Heron at anytime. Paddle boats will be permitted.

6. Reference is here made to the NOTES on the recorded map and plat of PHASE 5-A, NORTH COUNTRY ESTATES. The following items stated and listed under such NOTES are expressly adopted as a part of these Restrictions as though copied herein verbatim:

Items 4, 5, 6, 8, 9 and 10.

IV.

RE-SUBDIVISION

Any lot containing five (5) or more acres may be re-subdivided into smaller lots of not less than two and one-half (2.5) acres each. Each such subdivided lot must make provisions for water to be furnished by Wixon Water Supply Corporation and shall be subject to the then existing regulations affecting Subdivision in Brazos County, Texas, and subject to same restrictions as set forth in this document. No lot containing less than five (5) acres may be subdivided.

V.

WATER SERVICE

The Subdivision is serviced by Wixon Water Supply Corporation. Each Lot Owner desiring said water service shall be required to contract directly with Wixon Water Supply Corporation. The cost of water, tap fees, membership fees, expansion reserve fees, installation fees, monthly use fees and meters shall be subject to the fee schedule of Wixon Water Supply Corporation and paid by the Lot Owner. This paragraph does not prohibit Owner from having his own well subject to appropriate health ordinances.

VI.

MISCELLANEOUS PROVISIONS

1. The foregoing Restrictions are adopted as part of and shall apply to each and every parcel in the Subdivision. Such Restrictions are equally for the benefit of all subsequent owners of parcels in the Subdivision and accordingly, shall be covenants running with the land. Any owner of, or the lien holder of, any of the property in the Subdivision or the Representative shall have the power to prosecute in the appropriate

court a suit at law or in equity to prevent any violation or attempted violation of the Restrictions and to recover the damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the Restrictions.

2. The term of the Restrictions shall be for a period from the filing of this instrument for record in Brazos County, Texas, until the 31st day of March, 2013. After such date such Restrictions shall be automatically extended for successive periods of ten (10) years each, unless and until by instrument executed by the then record owners of a 2/3 majority of the parcels in the Subdivision and duly recorded in the Official Record of Brazos County, Texas, such Restrictions are altered, rescinded, modified or changed, in whole or in part. In the vote to alter, rescind, modify, or change these Restrictions each lot shall be entitled to one (1) vote.

3. Nothing contained in this document, nor any violation of any of the Restrictions shall have the effect of impairing or affecting the rights of any mortgagee, or trustee under any mortgage or deed of trust outstanding against all the Subdivision of any portion thereof.

4. Any and all rights, powers and reservations of NORTH COUNTRY DEVELOPMENT, LLC. herein contained may be assigned to any person, corporation, or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, assign and assume such to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed

by NORTH COUNTRY DEVELOPMENT, LLC. herein and NORTH COUNTRY DEVELOPMENT, LLC. shall thereafter be released from any future liabilities. The term NORTH COUNTRY DEVELOPMENT, LLC. as used in this document includes all such assignees and their heirs, successors, and assigns.

5. Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in the instrument by which such person acquires an interest in the property.

6. NORTH COUNTRY DEVELOPMENT, LLC. reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out.

7. The invalidity, violation, abandonment, waiver of, or failure to enforce any one or more of, or any part of, the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

8. NORTH COUNTRY DEVELOPMENT, LLC., its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to this Declaration, by filing of Record, a Supplementary Declaration with respect to such additional property which shall extend the scheme of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not

inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the covenants established by this Declaration within the existing Subdivision.

Dated this the 31st day of March, 2003.

NORTH COUNTRY DEVELOPMENT, LLC.

By: _____
FRANK DUCHMASCLO, Manager

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

This instrument was acknowledged before me on this the 1st day of April, 2003, by FRANK DUCHMASCLO, Manager of NORTH COUNTRY DEVELOPMENT, LLC., a Texas Limited Liability Company, on behalf of said company.

Notary Public, State of Texas