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**DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS
OF
NORTH COUNTRY ESTATES
PHASES FIVE-B AND TWELVE**

THE STATE OF TEXAS)(
COUNTY OF BRAZOS)(

WHEREAS, MERVIN DANSBY PETERS is the owner of all those certain tracts of land in Brazos County, Texas, which tracts are described on Exhibit "A" attached hereto. The tracts or parcels of land described on Exhibit "A" attached hereto shall be platted into the lots shown as PHASE FIVE-B (5-B) and PHASE TWELVE on the Plat attached hereto as Exhibit "B"; and

WHEREAS, MERVIN DANSBY PETERS desires to create and provide for the development and improvement and maintenance of said NORTH COUNTRY ESTATES, PHASES FIVE-B AND TWELVE, for the mutual benefit and pleasure of the present and future property owners in such Subdivision, and to protect the property values within such Subdivision by imposing upon and against all the designated lots therein the covenants, reservations, restrictions, and other provisions hereinafter set forth;

NOW THEREFORE, MERVIN DANSBY PETERS does hereby make, adopt and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, each of which shall be applicable to NORTH COUNTRY ESTATES, PHASES FIVE-B AND TWELVE, according to the Plat filed of record in the Official Records of Brazos County, Texas, a copy of which Plat is labeled Exhibit "B" and attached hereto.

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, PHASES FIVE-B AND TWELVE as per the Plat to be filed of record in the Official Records of Brazos County, Texas, a copy of which is attached hereto as Exhibit "B".

- 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 attached hereto as Exhibit "B" and to be filed of record with the Clerk of Brazos County, Texas.
- 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

MERVIN DANSBY PETERS 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 plans and specifications shall also require the written approval of two of the following three (3) persons: MERVIN DANSBY PETERS, FRANK DUCHMASCLO and ALTON OFCZARZAK. 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 MERVIN DANSBY PETERS or NORTH COUNTRY DEVELOPMENT, LLC. and/or the Representative, as stated in this Declaration, continues until such time as (1) MERVIN DANSBY PETERS ceases to own any of the lots subject to this Declaration, and (2) NORTH COUNTRY DEVELOPMENT, LLC 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 joining of a Home Owners Association if one is created.

3. No residence shall be constructed on any parcel that has an under roof 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.

5. As to all lots, no building or structure except fences may be located on any such lot: (a) nearer to the Front Line of the lot than fifty feet (50'); (b) nearer to the side lot lines than thirty feet (30'); or (c) nearer to the Back Line than thirty feet (30'). However, in no event will any building or structure be located on Back Lines less than those requirements set by governmental requirements. The "Front Line" of the parcel is that side which abuts a public street. Parcels that abut on two streets shall be deemed to have a Front Line on both sides that abuts a public street. A Back Line shall be the property line or lines that are opposite to a Front Line.

6. As to all lots no outbuildings, barns, stables and the like may be located on any such lot nearer to the Front Line of the lot than seventy-five feet (75').

7. No residential dwelling shall be built without a garage, which garage may be attached or detached.

8. 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.

9. The color scheme, design, height, configuration, size 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 the written approval of two of the following 3 persons: MERVIN DANSBY PETERS, FRANK DUCHMASCLO and ALTON OFCZARZAK. Approval to build may be denied if two of the above named parties are of the opinion in their sole and absolute discretion that such color scheme, design, height, size, configuration or location will be detrimental to the Subdivision or an adjoining lot or parcel.

10. To ensure a consistency of design, appearances, and materials throughout NORTH COUNTRY ESTATES, PHASES FIVE-B AND TWELVE, 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 feet (8') apart on center, (2) constructed of either wood or polyvinyl, (3) a minimum/maximum height of 51 to 53 inches, a minimum/maximum rail width of 5 to 6 inches; and, (4) all fences must be aligned with any contiguous neighbors fencing (if such exist) and placed "on" the property line parallel and contiguous to the aforementioned streets. If TDG MANAGEMENT, L.P., a Texas limited partnership, 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 "Fences Fronting" shall mean fences that adjoin, abut or separate a parcel or lot or lots from a public street. An owner is not required to 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 for "Fences Fronting". "Side fences" or "back fences" are not required to meet those standards and may be constructed as the owners needs and wishes dictate.

11. Driveways shall be surfaced in asphalt or concrete.

12. All mailboxes shall be 42 to 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.

13. Installation and maintenance of butane and propane tanks to serve the single family residence constructed on any lot in the subdivision is allowed but only when due care is taken to situate any such tank in such fashion that it is least visible to the public road abutting the lot in the subdivision and to the lot adjacent to where such tank is placed. Each lot owner agrees that the

question of desirable location and visibility shall be determined in the sole and absolute authority of the Representative as defined herein.

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 and garbage shall be kept in proper receptacles and such receptacles shall be kept in a clean and sanitary condition. Owner will contract 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.

IV.

RE-SUBDIVISION

No lot as shown on the attached plat of the Subdivision 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.

**ADDITIONAL RESTRICTIONS FOR
PHASE FIVE-B OF NORTH COUNTRY ESTATES
FOR USE AND MANAGEMENT OF LAKE HERON**

The owners of not less than eighty percent (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 the 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.

Lake Restriction 1: Lake Heron is a private lake that adjoins PHASE FIVE-B that is for the exclusive use by Lot Owners in PHASE FIVE-A and PHASE FIVE-B of NORTH COUNTRY ESTATES ("Lake Property Owners"). The use of Lake Heron for boating, fishing and other recreational purposes is limited to Lake Property Owners and their invited guests only. Guests are interpreted as individual invitees and not extended to groups or party functions. The lake and the fish in the lake are property assets that belong to the Lake Property Owners.

Lake Restriction 2: Each Lake Property Owner is responsible for maintaining the shoreline adjacent to their property in a manner that is natural and appealing to the lake community.

Lake Restriction 3: No fill dirt, sand, gravel, etc. shall be put into the lake without approval.

Lake Restriction 4: No changes shall be made to the lake bottom, including the natural channel, without approval.

Lake Restriction 5: No drainage of pollutants or debris of any kind shall be put into the lake.

Lake Restriction 6: No live trees or shrubbery shall be removed along the lakefront without prior approval, except as necessary to accomplish the expansion of Heron Lake in accordance with the Kling Engineering Plans and Specifications.

Lake Restriction 7: Lake Heron is designated as a twenty-four-hour quiet lake. This is defined as a time when no loud music and no loud, boisterous talking, yelling, indecent or vulgar language are allowed, used or practiced, as well as any other noise calculated to disturb or annoy any person residing in the surrounding lake properties.

Lake Restriction 8: No motorized vehicles are allowed on the dam area, except maintenance equipment authorized by the Lake Management Authority ("LMA"). Motorized vehicles are not permitted within fifty feet (50') of normal water level (324-foot elevation), with the exception of a vehicle or trailer used for boat launch/retrieval, lawn and maintenance equipment excepted. The LMA shall elect a Board of Directors annually to oversee the management of Lake Heron. Each Lake Property Owner shall be entitled to one vote for each lot owned by such owner for each Board Member being elected to such Board.

Lake Restriction 9: Property owners should routinely remove floating debris from their property banks to help maintain a functioning lake drain and a constant water level. Also, dead trees and bushes may be removed.

Lake Restriction 10: Planting of new landscape material within twenty feet (20') of the shore needs prior coordination with the LMA to help insure consistency of maintaining the lake's natural setting, that plants selected are best suited for a wet environment, and they present the least debris issues for lake drainage.

Lake Restriction 11: To maintain a quality fishing lake and to help avoid restocking costs, the fishing policy on Lake Heron is catch and release. This policy is encouraged for property owners but is mandatory for all guests.

Lake Restriction 12: For reasons of liability, guests who fish are the responsibility of the Lake Property Owner granting the privilege. No visitor or guest may fish in Lake Heron unless the homeowner is on the premises or the guests have a signed permit slip with them from the property owner.

Lake Restriction 13: Docks shall not be constructed without the prior written approval of the LMA. The maximum square footage of a dock, as well as the placement on the property, may be established by the LMA while considering resident safety and protection of the lake.

Lake Restriction 14: No one under the age of seventeen (17) may operate a boat on Lake Heron.

Lake Restriction 15: 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.

Lake Restriction 16: No fence, wall or barrier shall be constructed in such fashion as to extend across any lot line as extended toward Lake Heron.

Lake Restriction 17: No piers, walk or floating object design 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 forty feet (40') as measured from the shore of Lake Heron when the water is at 324 feet above sea level.

Lake Restriction 18: 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 sixteen feet (16').

Lake Restriction 19: No personal water craft shall be permitted on Lake heron at any time. Paddle boats will be permitted.

Lake Restriction 20: Reference is here made to the NOTES on the recorded map and plat of PHASE FIVE-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.

The above referenced Lake Restrictions shall not restrict the lake expansion in accordance with the Kling Engineering Plans and Specifications.

One twenty-fifth (1/25) of the land under Lake Heron, including the dam and spillway, shall be conveyed to the owner of each lot for each lot owned in PHASE FIVE-A and PHASE FIVE-B of NORTH COUNTRY ESTATES. The ownership interest in Lake Heron cannot be separated from the ownership of a lot in PHASE FIVE-A and PHASE 5-B of NORTH COUNTRY ESTATES.

VII.

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 10th day of March, 2018. 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 two-thirds (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 MERVIN DANSBY PETERS 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 MERVIN DANSBY PETERS herein, and MERVIN DANSBY PETERS shall thereafter be released from any future liabilities. The term MERVIN DANSBY PETERS and/or NORTH COUNTRY DEVELOPMENT, LLC., as used in this document, include 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. MERVIN DANSBY PETERS 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 anyone 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. MERVIN DANSBY PETERS and/or NORTH COUNTRY DEVELOPMENT, LLC., their heirs, 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.

9. Mandatory Membership in Homeowners Association. Prior Phases of NORTH COUNTRY ESTATES are in the process of creating and establishing a Homeowners Association. If such Homeowners Association is created for prior Phases of NORTH COUNTRY ESTATES, it shall be mandatory for the Lot Owners of PHASES FIVE-B AND TWELVE, NORTH COUNTRY ESTATES, to be members of such Homeowners Association.

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.

MERVIN DANSBY PETERS does hereby assign his rights in these Restrictions and Covenants, including the rights to enforce these Restrictions and Covenants, to NORTH COUNTRY DEVELOPMENT, LLC, and NORTH COUNTRY DEVELOPMENT, LLC accepts the right to enforce these Restrictions and Covenants.

NORTH COUNTRY DEVELOPMENT, L.L.C. shall have the right to further assign the right to enforce these Covenants and Restrictions to a third party.

TDG MANAGEMENT, L.P., the purchaser of all of the lots in PHASE FIVE-B, shall have the right to add additional Restrictions to either Phase to make the Restrictions and Covenants more restrictive (such as increasing the minimum square footage for houses in the subdivision); however, TDG MANAGEMENT, L.P. shall not have the right or power to lessen such Restrictions and Covenants; for example, reducing the square footage for houses in the subdivision.

Dated this the 12th day of March, 2008.

Mervin Dansby Peters
Mervin Dansby Peters

NORTH COUNTRY DEVELOPMENT, LLC.

By: Frank Duchmasclo
Frank Duchmasclo, Manager

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

This instrument was acknowledged before me on this the 12th day of March, 2008, by Mervin Dansby Peters.

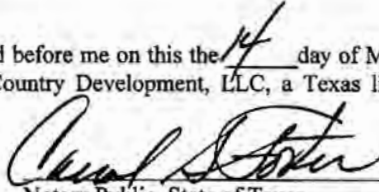


Terra T. Plant
Notary Public, State of Texas
My Commission Expires: _____

THE STATE OF TEXAS)

COUNTY OF BRAZOS)

This instrument was acknowledged before me on this the 14 day of March, 2008, by Frank Duchmasclo, Manager of North Country Development, LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas
My Commission Expires: _____

