

**COUNTRY PLACE
COMMUNITY
ASSOCIATION**

**RESTRICTIONS
BY LAWS**

COUNTRY PLACE
DETAIL A-14 & A-21

GAARDROCK
ADDITION SEE MAP NUMBER 0398

V TEXIDA A-21

PHASE II

W LIXE A-14

○ Medical Helicopter
Landing Site

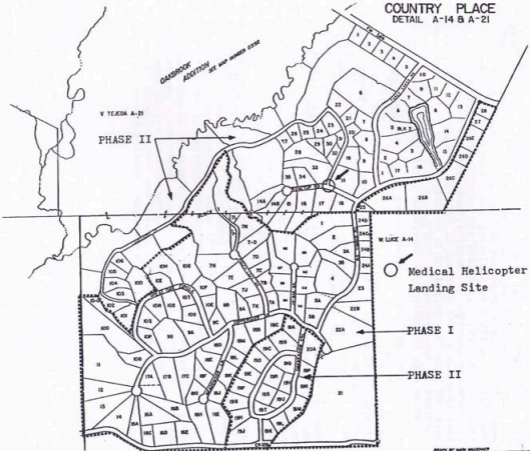
PHASE I

PHASE II

SMITH COUNTY APPRAISAL DISTRICT

SCALE:
1" = 1/4

MAP:03190



INTRODUCTION

Phase I Restrictions were originally declared by document dated January 11, 1979 by developers Larry P. Branch and wife Carol Ann Branch. The document was filed of record January 15, 1979 in Smith County, Texas and is recorded in Volume 1720 Pages 156 through 164. Phase I was described as a 272 acre tract and at the time was owned 100% by the Branches. Article 6 provided for the amendment of the Restrictions if approved by owners of 55% of the acreage. Article 10 provided that additional land that Branch was in the process of buying (specifically 200 plus acres of land) would also be subject to the same set of restrictions. Phase II was later developed from this 200 plus acres.

Phase I Restrictions Amended were declared by document dated April 30, 1979 by developers Larry P. Branch and wife Carol Ann Branch. The document was filed of record April 30, 1979 in Smith County, Texas and is recorded in Volume 1735 Pages 16 through 23. The Amended Restrictions included the original Restrictions as well as additional amendments. A copy of these Amended Restrictions are enclosed on pages 19-26.

Phase I Restrictions were amended a second time by document dated May 7, 1979 by ten property owners who comprised more than 55% of the acreage ownership. This document was filed of record July 11, 1979 in Smith County, Texas and is recorded in Volume 1746 Pages 772 through 775. A copy of the Second Amended Restrictions is enclosed on pages 27-30.

Phase II Restrictions were declared by document dated June 2, 1981 by developers Larry P. Branch and wife Carol Ann Branch. The document was filed of record June 2, 1981 in Smith County, Texas and is recorded in Volume 1878 Pages 329 through 336. A copy of Phase II Restrictions is enclosed on pages 31-38.

In order to maintain 100% accuracy of information, these restrictions have been copied from our file copy but reduced from legal to letter size page. Ink marks and other smudges on the original are beyond our control. However, we feel that accuracy is more important than looks.

- 7 -

BY-LAWS OF
COUNTRY PLACE COMMUNITY ASSOCIATION, INC.

ARTICLE I - NAME AND PURPOSE

Section 1.1 - Name The name of this organization shall be Country Place Community Association, Inc., hereinafter referred to as the "Association" or "corporation," a non-profit entity incorporated under the laws of the State of Texas.

Section 1.2 - Address The corporation shall maintain its registered office and a registered agent in Smith County, Texas as required by the Texas Non-Profit Corporation Act. The registered office shall be the principal office of the corporation in the State of Texas, and the corporation may have such other offices as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

Section 1.3 - Purpose The Association exists for the use and enjoyment of its members of all classes, their immediate families and guests and for such other purposes as may be set forth by its Board of Directors consistent with the Texas Non-Profit Corporation Act and the Articles of Incorporation of this corporation or its predecessor corporation.

ARTICLE II - MEMBERSHIPS

Section 2.1 - Classes of Members The Association shall have three (3) classes of members as follows:

1. Lakes and Parks Shareholding Members - Lakes and Parks Shareholding Members, hereinafter referred to as Lakes Members, shall consist of the record owner, whether one or more persons, of the fee title to any subdivided lot which is a part of Phase II of Country Place Subdivision, Smith County, Texas or subject to Phase II deed restrictions and amendments thereto; and/or the record owner, whether one or more persons, of the fee title to any subdivided lot which is a part of Phase I of Country Place Subdivision, or subject solely to Phase I deed restrictions and amendments thereto if such Phase I owner elects to apply for and acquire such membership status.

Lakes Members shall not include any mortgagee or lienholder until title has been acquired by said entity pursuant to foreclosure or other proceedings in lieu of foreclosure. Lakes Members shall be subject to approval by the Association's Board of Directors. No Lakes Membership shall be denied without good cause as determined solely by the Board of Directors. The Lakes Member's membership fee shall be in an amount as set by the Association's Board of Directors.

2. General Member - A General Member of the Association shall consist of the record owner, whether one or more persons, of the fee title to any subdivided lot which is a part of Phase I of Country Place Subdivision, Smith County, Texas, who is not a Lakes Member as provided above in these By-Laws. General Members shall be subject to approval by the Association's Board of Directors. No General Membership shall be denied without good cause as determined by said Board of Directors. The General Members

membership fee, if any, shall be in the amount as set by the Association's Board of Directors.

3. Acquiring Member - An Acquiring Member of the Association shall consist of a General Member of the Association (who has met all the requirements of being a General Member in good standing) who is making payments for the acquisition of a Lakes Membership in the amounts and upon the terms and conditions as set by the Association. Acquiring Members shall be subject to approval under the same terms and conditions as Lakes Members. The Acquiring Members membership fee shall be that as is set by the Association's Board of Directors for General Members (unless said Acquiring Member is already a General Member and has paid any required membership fee associated therewith) plus an additional amount upon such terms and conditions as set by the Board of Directors. Once the terms for acquiring a Lakes Membership have been fully met, a Lakes Membership Certificate shall be issued with no additional initial membership fee being required by the Association.

Section 2.2 - Members Inclusion All the above classes and definitions of members shall include both husband and wife (when applicant is married) and shall also include all unmarried persons under 25 years of age who are members of the household family of said Association member, provided that the Association's Board of Directors may in its sole discretion extend said membership past the age of 25 years for any family member of an Association Member.

Section 2.3 - Number of Memberships The total number of members (of all classes) shall be as set by the Board of Directors.

Section 2.4 - Application for Membership All applicants for membership shall complete the application required by the Board of Directors. General Members must be approved by the Association's Board of Directors upon submission of the application and membership fee, if any. The Lakes Committee may upon review of application approve said applications for Lakes Members and Acquiring Members.

Section 2.5 - Division of Ownership Should the membership become the property of more than one person in any manner, such persons shall designate among themselves one person to be the owner of the membership. Said designated member shall be responsible for all dues and assessments. Nothing contained herein shall in any manner or degree prejudice the rights of the Association to collect any delinquent dues or assessments, jointly and severally, from any joint owners. It is the express purpose of the Association that a membership shall be limited to the use of one member (as member is defined above). Husband and wife shall be considered one owner and no designation among themselves as to the owner shall be necessary except in the event of a divorce at which time a designation must be made by the member.

Section 2.6 - Voting Rights Membership voting shall be as follows:

1. Each General Member shall have one (1) vote on each matter submitted to a vote of the membership. Each Acquiring Member shall be entitled to only his one (1) vote due to his General Member status.

BY-LAWS OF COUNTRY PLACE

2. Each Lakes Member shall be entitled to one (1) vote for each Lakes Membership which said Member owns, on each matter submitted to a vote of the membership.
3. On matters which must be voted on by Lakes Members only, each Lakes Member shall be entitled to one (1) vote for each Lakes Membership which said Member owns on each matter submitted to such restricted vote. No General Member or Acquiring Member may vote on matters restricted to voting by Lakes Member as set out in these By-Laws.
4. In the event any membership is owned by more than one person, the vote of a majority of such owners shall constitute the one (1) vote allocable to such membership, and any dispute as to what constitutes a majority of such owners shall be determined by the President of the Association, and such determination shall be final.
5. No member against whom a delinquent payment on dues, assessments, fines or contractual obligations to the Association exists may exercise his right to vote until all such delinquent payments have been paid in full.
6. Any matter submitted to the membership for vote shall require the affirmative vote of a simple majority of the voting membership unless otherwise provided herein.

Section 2.7 - Termination of Membership General Members, Acquiring Members, and Lakes Members' memberships shall terminate upon the resignation by said member in writing addressed to the Board of Directors; when said member is delinquent in the payment of dues, assessments, fines, or contractual obligations to the Association and after 14 days notice to the member in writing from the Board of Directors that said delinquency must be paid in full or termination of membership will occur; and/or by the member ceasing to be a bona fide owner of fee title to property in Phase I or Phase II of Country Place Subdivision, Smith County, Texas. Owners of fee title to a subdivided lot in Phase II of Country Place Subdivision are required by Deed Restrictions to own one membership for each subdivided lot in Phase II of Country Place Subdivision and said members may not resign or jeopardize their membership status in violation of the Deed Restrictions.

The Board of Directors of the Association may assess a lakes and parks stock transfer fee in any amount said Board deems reasonable in its sole discretion, except said fee shall not exceed \$100.00. Said transfer fee may be waived on individual cases by the Board of Directors in its sole discretion.

No resignation of membership or termination of membership shall terminate the obligation of the owner or owners of such membership to pay the delinquent dues, assessments, fines, or contractual obligations then due on such membership, or to free such lot from the lien of such assessment or delinquency.

Section 2.8 - Additional Subdivided Lots Upon subdivision of any lot in Phase II of Country Place Subdivision (or subject to those Phase II restrictions), Smith County, Texas, Owners of said newly subdivided lots must acquire a Lakes and Parks Shareholding Membership upon subdivision of said lots and must pay all fee, and assessments association therewith.

ARTICLE III - GOVERNMENT

Section 3.1 - Board of Directors The affairs of the Association shall be managed by a seven (7) member Board of Directors elected by voting members of the membership at large (General Members, Acquiring Members, and Lakes Members). A portion of the Board of Directors will be elected at each annual meeting of the Association. One must be a voting member of the Association to qualify as a Board of Directors member.

Section 3.2 - Officers The Board of Directors shall elect officers from the Board's members.

Section 3.3 - Tenure The Board of Directors after the initial Board Tenure set out in Section 3.4 shall serve two (2) year terms. A Director may succeed himself/herself only once.

Section 3.4 - Initial Tenure The initial Board, following their election shall draw lots such that three (3) members will serve a two (2) year term and four (4) members will serve a one (1) year term.

Section 3.5 - Meetings of Board A regular annual meeting of the Board of Directors shall be held without notice other than by this by-law within one week following the annual meeting of the members. The Board of Directors shall provide for regular meetings of the Board of Directors by resolution and without other notice being required. Notice of any special meeting shall be given by the President of the Association to each Board member at least four (4) days prior to such meeting, unless all members agree to a shorter notice period.

Section 3.6 - Quorum A majority of the members of the Board of Directors shall constitute a quorum.

Section 3.7 - Vote A majority vote of the directors present at a meeting is required to transact business unless the act of a greater number is required by law or by these by-laws.

Section 3.8 - Removal and Vacancies Members of the Board of Directors may be removed from office upon simple majority vote to remove by the total voting membership at a special meeting or annual meeting of the voting members (whether such vote is in person or by proxy). Any vacancy occurring in the Board of Directors shall be filled by a majority vote of the Board of Directors and said director selected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 3.9 - Compensation Directors shall not receive any salaries for their services, but shall be entitled to reimbursement for reasonable expenses of attendance or service if allowed by a majority vote of the Board of Directors, but nothing contained herein shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor.

Section 3.10 - Additional Responsibilities The Board of Directors shall take all action necessary for the governing of the Association, care and upkeep of corporate assets, promulgating of rules and regulations of the Association,

establishing and maintaining committees of the Association, fix and impose penalties for violations of by-laws and restrictions, promote the development and family quality of life of Country Place Subdivision. Board Members may serve on any committee created by these By-Laws or by the Board of Directors.

Section 3.11 - Absences Absence of any Board Member from two (2) consecutive meetings unless excused by the President, or unless satisfactory explanation be made to the Board of Directors at the next regular monthly meeting after the last such absence, shall be deemed a resignation from the Board, which vacancy shall thereupon be filled by appointment of a new director by the Board.

Section 3.12 - Election of Board The Board of Directors shall submit to the membership not less than thirty (30) days prior to the annual meeting, the names and qualifications of candidates they nominate for election to the Board of Directors. Said Board shall nominate at least six (6) candidates to present to the voting membership at each annual meeting. Additional nominations for election to the Board of Directors shall be accepted from the floor. The Election of the Directors shall be held at the annual meeting of the voting membership on the last Saturday in April of each year. The elections shall be by secret ballot, counted and certified by at least two judges elected by the voting membership prior to the balloting. Elected Directors shall be those four (4) or three (3) candidates, in alternate years, receiving the most ballots from the total cost.

Section 3.13 - Officers The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected by said Board of Directors. Officers shall not receive any salaries for their services but may be reimbursed for actual out-of-pocket expenses incurred in the performance of their duties as officers of the Association as approved by the Board of Directors.

1. President's Duties - The president shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the Board of Directors or general voting membership; see that all resolutions and orders of the Board are carried out; sign, with the Secretary or any other proper officer of the association authorized by the Board any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except where such signing is delegated to another officer or agent of the corporation, and in general he shall perform all duties necessary and incident to the office of President and as prescribed by the Board of Directors from time to time.
2. Vice-President - The Vice-President or Vice-Presidents shall perform all duties of the President in his/her absence as authorized by the Board of Directors.
3. Secretary - The Secretary shall record the votes into the minutes; keep the minutes of all proceedings; maintain a membership registry containing the names and addresses of all members; notify the membership and Directors of all meetings, and perform all duties assigned by the Board of Directors and President.

4. Treasurer - The Treasurer shall receive and deposit in an appropriate bank account or accounts designated by the Board of Directors all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors or as approved in the annual budget. The Treasurer shall perform all duties incident to the office of Treasurer, maintain the books of account on fees, dues, assessments, fines, and contractual obligations of the membership as provided by these by-laws or order of the Board of Directors. Said Treasurer shall issue certificates as to the amount due, if any, by any member to the Association, which certificate shall be conclusive evidence of payment of any installment of any assessment or other sum which may have become due prior to the date of such certificate. The Treasurer shall sign all checks with or without a co-signature as required by the Board of Directors. The Treasurer shall maintain proper books and shall prepare an annual meeting and at such other times as requested by the Board of Directors.

ARTICLE IV - COMMITTEES

Section 4.1 - Committees Appointed Committees of the Association shall be comprised of a Chairman and one or more members, one of which shall be a member of the Board of Directors. Committees shall be appointed by the Board of Directors and their terms of service shall expire at the time of the annual meeting of the voting membership.

Section 4.2 - Standing Committees Standing Committees of the Association and their duties are as follows:

1. Newsletter Committee - The Newsletter Committee shall supervise preparation and distribution to all members of the Association of a bi-monthly newsletter which shall keep the membership informed as to activities of the members, actions of the Board of Directors and various committees, information on rules of association, news of the members, and other information included at the discretion of said newsletter committee. The purpose of the newsletter is to keep all members of the Association informed as to news affecting the membership and to assist in the development of a better community relationship between all members of the Association.
2. Social Committee - The Social Committee shall coordinate and schedule community activities including but not limited to playdays, dinners-on-the-grounds, workdays, and seasonal or party activities. The committee shall also inform and notify the membership of such activities. Additionally the Social Committee, shall coordinate and organize the annual picnic/voting membership meeting on the last Saturday of April of each and every year.
3. Restriction Committee - The Restriction Committee shall assist in the maintenance of property and restriction standards by receiving complaints and notifying property owners promptly, firmly and courteously of violations in deed restrictions. The Committee shall also serve as a forum to arbitrate property standards and restriction disputes and to instigate modifications to the recorded deed restriction if so requested reasonably by the voting members. The Committee shall make recommendations to the

Board of Directors as to fines for violators of restrictions which the Committee is not able to arbitrate to an amicable resolution, and to recommend action by the Board of Directors to enforce the restriction and property standards which are being violated and which the Committee is unable to arbitrate to an amicable resolution.

4. Building and Planning Committee - The Building and Planning Committee shall perform any and all duties, acts, deeds, or other action necessary to fulfill the responsibilities placed in this Committee by any and all Deed Restrictions and Covenants upon property located in the Country Place Subdivision and such responsibilities and duties set out by the Board of Directors of this Association. The Committee shall establish guidelines and rules consistent with the deed restrictions of the subject properties for approval of site location and construction plan approval in Country Place Subdivision. All construction in Country Place must be approved by this Committee prior to the beginning of construction.
5. Lakes, Parks, Road and Other Facilities Committee - Only Lakes and Parks Shareholding Members, herein referred to as the "Lakes Member," in good standing may be members of the Lakes, Parks, Road and Other Facilities Committee, herein referred to as the "Lakes Committee." Such Committee shall make with Board approval and enforce any and all rules and regulations regarding Lakes Member membership, and Acquiring Member membership; dues, fines and assessments for said Lakes Members (which dues and assessments shall be in addition to those established by the Board of Directors for voting members of the association); dues, fines, assessments, and contractual obligations of Acquiring Members (which dues, assessments, and contractual obligations shall be in addition to those established by the Board of Directors for voting members of the association); maintain, repair, supervise, oversee and perform anything else in connection with all real property, lakes, parks, equipment, roads and facilities and improvements located thereon or used in connection therewith for the benefit and enjoyment of the Lakes Members and Acquiring Members (as restricted by the members of the Lakes Committee). Lakes Committee shall have the power to enforce with Board concurrence by lien or judgment as provided by the Deed Restrictions its rules, regulations, dues, fines, assessments, and contractual obligations as if it were the Board of Directors of the corporation when such action relates to Lakes Members and Acquiring Members. A General Member may not use the lakes, parks, privately owned roads, real property of the corporation, and other personal property and equipment maintained and owned by the corporation for the exclusive use of the Lakes Members and Acquiring Members.
6. Maintenance Committee - This Committee shall notify the appropriate agencies to repair and maintain roads and public utilities. They shall assist in the maintenance of public roads and public road rights-of-way in the subdivision and assist in promoting the general appearance of the subdivision.

Section 4.3 - Other Committees The Board of Directors may appoint other committees at their own discretion with the power and authorities delegated by said Board; however, these may not interfere with the powers of the Lakes, Parks, Road, and Other Facilities Committee.

Section 4.4 - Removal Committee members serve at the discretion of the Board of Directors and may be removed by majority vote of the Board.

ARTICLE V -- CERTIFICATE OF MEMBERSHIP

Section 5.1 - Issuance The Board of Directors shall provide for the issuance of certificates evidencing memberships and the class thereof, which shall be in such form as determined by the Board. Any lost, mutilated or destroyed certificates may be replaced upon such terms and conditions as the Board of Directors may determine. Upon transfer of title to any subdivided lot in Phase II of Country Place (or subject to Phase II restrictions), the certificates held by the previous owner shall be and become immediately null and void, and a new certificate shall be issued to the new owner upon approval of his membership by the Association. Restrictions on transfer of certificates and membership shall be noted on each certificate.

ARTICLE VI - DUES AND ASSESSMENTS

Section 6.1 - Association Dues The Board of Directors shall have the right to set the dues payable by the members of this Association, and the right to amend and increase or decrease said dues as the Board in its sole discretion deems reasonable and necessary. The Board of Directors shall determine the time, terms and conditions of payment of said dues. All unpaid and delinquent dues may bear interest at the highest legal market rate permitted until both delinquent dues and interest thereon is paid in full. If legal action is required to collect said delinquent dues and/or interest, costs or collection thereof and reasonable attorney's fees and costs shall also be the personal obligation of each person who is an owner of the membership at the time the delinquent dues and/or interest fell due. Each member of the Association by applying for membership in the Association, agrees to pay such monthly dues and to abide by the terms and conditions of these By-Laws.

Section 6.2 - Special Dues and Assessments The Board of Directors shall have the right to set the additional dues, initial membership fee, and to amend and increase or decrease said dues, initial membership fees as in its sole discretion deems reasonable and necessary. Any assessment or indebtedness of the Association requires a vote of the membership of the Association. The Board of Directors shall also determine, in its sole discretion, the time, terms, and conditions of payment of said dues and initial membership fees. All unpaid and delinquent dues shall bear interest at the highest legal rate permitted until both delinquent dues, fees, and/or assessments and interest thereon is paid in full. If legal action is required to collect said delinquency and/or interest, costs of collection thereof and reasonable attorney's fees and cost shall also be the personal obligation of each person who is an owner of the membership at the time the delinquency and/or interest fell due. Each member of the Association agrees to pay such monthly dues, initial membership fee, special assessment, capital improvement assessment, and interest and to abide by the terms and conditions of these By-Laws. Any monthly and special assessments, together with such interest and costs of collection thereof as herein provided shall be charged on the land of a member and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest and costs of collection

BY-LAWS OF COUNTRY PLACE

thereof shall also be the personal obligation of the owner of the membership at the time the assessment fell due. Payments are due on the date set by the Board of Directors and are late and delinquent the day after said due date. If an assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and in such event, there shall be added to the amount of such assessment and interest, reasonable attorney's fees and costs of any such suit. No owner may waive or otherwise escape liability for the assessments provided herein by non-usage of the property subject to control and management of the Association, or by abandonment of his property. Further, each member shall be required to pay assessments whether or not any building has been constructed or is being constructed upon his lot.

Any member owing any dues or assessments which are more than thirty (30) days delinquent shall not be entitled to use any of the properties of the Association nor shall such member be entitled to any privileges of membership in the Association.

Section 6.3 - Subordination of Lien to Mortgages The lien on any lot securing payment of the assessments provided for herein or any installment thereof shall be subordinated to the lien of any mortgage or mortgages placed upon the property prior to the due date of such assessment or any installment thereof. Upon foreclosure, or any other proceedings in lieu of foreclosure, any assessment thereafter becoming due shall become the obligation of the purchaser or other titleholder of such property, and shall constitute a lien thereon.

ARTICLE VII - RULES OF ORDER

Section 7.1 - Rules Robert's Rules of Order Revised shall govern the proceedings of all meetings of the organizations and its constituent parts except as provided by these By-Laws.

ARTICLE VIII - MISCELLANEOUS

Section 8.1 - Quorum No action may be taken without a Quorum of voting members present or in absentia. For general voting membership meetings a Quorum shall be thirty (30) percent of the voting membership attending in person or voting in absentia. For Board or Committee meetings, a Quorum shall consist of a majority of members being present.

Section 8.2 - Absentee Voting Persons not able to attend a general voting membership meeting may file with the Secretary a ballot to allow for their voting in absentia.

Section 8.3 - Contracts The Board of Directors may authorize any officer or officers or committee member of members, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 8.4 - Gifts The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purpose or for any special purpose of the corporation.

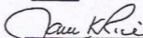
Section 8.5 - Waiver of Notice Whenever any notice is required to be given under the provisions of law, or under the provisions of the Articles of Incorporation or by the By-Laws of this Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent of the giving of such notice.

ARTICLE IX - AMENDMENT TO BY-LAWS

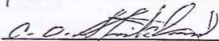
Section 9.1 - Amendment By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by a majority of the voting members at the annual meeting, or at any special meeting called for such purpose, or by mail if deemed necessary by Board of Directors.

Section 9.2 - Severability Should any article, section or provision herein be voted by any act of law, the remaining provisions remain in full force and effect.

APPROVED BY VOTE OF MEMBERSHIP ON THE 31ST DAY OF OCTOBER 1987.



PRESIDENT
COUNTRY PLACE COMMUNITY ASSOCIATION, INC.



SECRETARY
COUNTRY PLACE COMMUNITY ASSOCIATION, INC.

COUNTRY PLACE
COMMUNITY ASSOCIATION, INC.
LAKES & PARKS

The Lakes & Parks are here for our enjoyment. Please keep them clean and beautiful.

Please abide by the rules listed below.

- (1) All Guests must be accompanied by a Member. Owners of property in Country Place who are non-members may not be guests on Association owned property.
- (2) Parking is allowed only in designated areas around the Lakes. ATV's and motorcycles are not permitted. Motor vehicles should not be driven into lake or park areas.
- (3) Do not litter. Please take all trash home with you. Be extra careful with bottles, pull tabs, etc.
- (4) Pets brought into the Park Area must be kept on a leash at all times. No horses are allowed in the Parks.
- (5) Fish may be taken as follows: These are per day limits, per person.

Bass	2	- must be at least 12"
Catfish	4	
Crappie	5	
Sunfish (perch)	5	

Please release all fish you do not wish to keep. No trotlines, nets, seines, or any illegal means may be used to take fish. Our state laws will apply with exception to limits set above.

- (6) Gasoline engines are not allowed on boats in the Lakes. Electric troll motors may be used.

After use, please return all Association boats to their proper location and secure. No personal boats are to be left on Lakes or in Park Areas unattended at any time.

- (7) Swimming will be allowed only in designated areas. The Association has no lifeguards, so swimming will be at your own risk. The Lakes are deep and could be dangerous for inexperienced swimmers.

PARENTS: PLEASE WATCH YOUR CHILDREN AT ALL TIMES!!

- (8) No alcoholic beverages are allowed in Park Area.
- (9) Security checks will be made periodically. Do not be offended if you are asked to present your Membership Card.
- (10) You are strongly encouraged to use life preservers for all non swimmers and children age 12 and under.
- (11) Some equipment(life preservers, paddles, etc.) is available for your use. When used, all equipment should be returned to the storage building and the building securely locked. Children under 12 should not be permitted to use the equipment without an adult present.

PHASE I RESTRICTIONS AMENDED
1735 18 95-15

AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS, LARRY P. BRANCH and CAROL ANN BRANCH, husband and wife, caused to be recorded on January 15, 1979, in Volume 1720 on Pages 158 through 164 in the Record of Deeds of Smith County, Texas, a certain document entitled Declaration of Restrictions,

WHEREAS, LARRY P. BRANCH and CAROL ANN BRANCH were the owners of record at that time of that certain 272 acre tract of land as conveyed from John Paul Price, et al to Larry P. Branch, et ux by Warranty Deed dated on or about June 1, 1978, and recorded in the Deed Records of Smith County, Texas, said land a part of the Ventura Tejada Survey, Abstract 21, a part of the William Luce Survey, Abstract 14, Smith County, Texas,

WHEREAS, the undersigned stated in said Declaration of Restrictions their desire to make certain declarations as to limitations, restrictions, and uses to which the real property above described might be put, thereby specifying that said declarations would constitute restrictions to run with the land and would be binding upon all of the grantees of any portion of said property and all other persons claiming under or through them; for the benefit of and limitations of all future owners of property in said real property,

WHEREAS, the undersigned and others have subdivided the above described tract into Lots 1 through 24 of Country Place Subdivision, as shown by Plat recorded in Volume 9, Page 125 of the Plat Records of Smith County, Texas,

WHEREAS, the undersigned have either sold to Buyers or dedicated to the public for roadways approximately 24 percent of the acreage in the above described tract,

WHEREAS, the undersigned desire to amend the Declaration of Restrictions, and whereas, the undersigned are still the owners of record of approximately 76 percent of the acreage contained in the boundaries of the Subdivision, now therefore, according to the provisions contained in Article VI on Page 6 of the Declaration of Restrictions, the undersigned do hereby amend the Declaration of Restrictions to read as follows:

I

DEFINITIONS:

As used herein the following words and terms shall have the following meanings:

1. Subdivision: The above described 272 acre tract, (Country Place Subdivision), or any part thereof.
2. Undersigned: Larry P. Branch and Carol Ann Branch, present owners of approximately 76 percent of the above described 272 acre tract.
3. Developer: Larry P. Branch, developer of this Subdivision.
4. Lot: Any parcel or part subdivided from the 272 acre tract (Country Place Subdivision).
5. Buyers: Any person, persons or company buying or otherwise owning a Lot in the Subdivision.

INTENT AND PURPOSE OF RESTRICTIONS:

1. By placing this document of record, the Undersigned hereby notify and inform the Buyers of any Lot that restrictions are an integral part of ownership of real property in the Subdivision, for the purpose of establishment and maintenance of the Subdivision as an uncrowded, desirable, planned "single family dwelling" residential community, in harmony with its wooded suburban location, with emphasis on preservation and enhancement of the natural beauty of the area while providing high quality homesites for families and individuals.
2. To make construction suggestions.
3. To establish restrictions in order to maintain high quality construction and maintenance standards for the purpose of creating and retaining an appearance and an atmosphere that will encourage appreciation in property values.
4. To establish the term for which the restrictions will be in effect, and to provide for automatic extensions of the term.
5. To establish procedures whereby restrictions may be amended.
6. To establish provisions whereby variances from the restrictions may be granted.
7. To establish procedures for enforcement of the restrictions.

III

CONSTRUCTION SUGGESTIONS:

1. Before beginning any construction on any Lot, careful consideration should be given to the suitability of the proposed structure and the materials of which it is to be built; to the Lot upon which it is to be erected and to the harmony thereof with the surroundings. Every effort should be made to design each home to fit the topography and trees on the Lot on which it is to be built; attempts should not be made to make drastic changes in the surface and character of the land to fit a particular house plan.
2. Thermal pane or double pane windows and doors, extra insulation and efficient fireplaces are highly recommended.
3. It is recommended that setbacks as far as practical beyond the minimum be used.

IV

RESTRICTIONS:

1. Each dwelling in the Subdivision shall be constructed and used for single family residential purposes only, and no commercial or industrial use shall be permitted in the Subdivision, except that individuals may conduct non-nuisance, unoffensive businesses from their homes. No sign may be placed on any Lot or roadway indicating that any business is conducted from any residence. No business may be conducted in the Subdivision that involves outdoor display of any product. (Note: The Undersigned will be conducting business associated with developing the Subdivision and selling Lots in the Subdivision).
- This restriction against commercial or industrial use is not intended to attempt to stop owners of oil and gas mineral rights from exercising their legal rights. Strip mining and other similar activities that destroy the trees and drastically alter the surface of the land are not permitted.

2. The maximum number of Lots that Lots 1 through 24 of Country Place Subdivision may be further divided into is as follows:

<u>Lot Number</u>	<u>Maximum Lots</u>	<u>Lot Number</u>	<u>Maximum Lots</u>
1	2	13	2
2	2	14	2
3	2	15	2
4	2	16	6
5	2	17	4
6	8	18	12
7	12	19	20
8	3	20	1
9	3	21	20
10	20	22	6
11	4	23	3
12	2	24	4

The maximum number of homes that may be placed on Lots 1 through 24 of Country Place Subdivision is equal to the maximum number of Lots that each Lot may be further divided into.

No Lot in the Subdivision, with the exception of Lot 24, may be further subdivided into Lots less than one acre in size. Lot 24 contains 3.845 acres, has approximately 880 feet of road frontage, and may be divided into a maximum of four Lots.

3. Each residence erected in the Subdivision must contain a minimum of 1,900 square feet of living area, commonly referred to as heated and cooled area, unless variance is granted. (See Article V) Homesite location and exterior house plans must be approved in writing by a Building-Planning Committee prior to start of any construction on any Lot. At least one copy of the exterior plans must be furnished to the Developer for consideration by the Committee. A minimum three person Committee will be appointed or elected by majority vote of owners in the Subdivision on the basis of one vote per acre owned. Members of the Committee may be changed at any time by consent of the owners of a majority of the acreage in the Subdivision.

4. All construction shall be new construction built on the Lot except as provided in Article 18 below.

5. All construction (dwellings, garages, barns, outbuildings, fences, mailboxes, signs, etc.) shall be of high quality materials and professional quality workmanship and shall be compatible with and appropriate for the surroundings. Lettering on mailboxes and signs must be of professional quality.

6. A culvert of adequate diameter to meet County requirements (and a minimum length of 20 feet), and a driveway ditch crossing to be used by construction personnel and equipment must be installed by the Buyer prior to the start of any construction on any Lot. Installation of oiled, paved, concrete or some other form of dust free driveway must be completed to the residence or for a minimum distance of 200 feet from the Subdivision road (whichever is less), within six months of the start of construction of a residence on the Lot.

7. Acceptable exterior building materials are brick, brick-veneer, stone, stucco, wood, or combinations of the preceding; however

houses built principally of logs are not approved for this Subdivision unless Variance is granted due to unusual privacy and seclusion of the homesite. (See Article V)

8. Exterior coloring of structures built principally of wood must be of earhtone or natural stains, semi-transparent stains or clear sealers.

9. Roofs of structures must generally be cedar shingles, cedar shakes, tile or slate. However, in certain instances where the roof of the structure will be substantially out of sight of the road and where the structure will have a large set back from the road, Variance may be granted to allow composition asphalt shingles of the superior quality (340 lbs.) type. Such shingles must be of earhtone or rustic color, and approval of the specific type, style and color must be obtained in writing prior to the start of construction of the structure. (See Article V). Certain other types of roofing may be approved by the Building and Planning Committee, when other types are called for in special architectural designs and styles.

10. Exterior construction work on all buildings must be completed within six months from the start of construction, unless a Variance is granted (see Article V) due to special problems or circumstances.

11. A garage or carport (attached or detached) must be built on each Lot at the same time that a residence is built on the Lot.

12. All barns, workshops, outbuildings, kennels, etc. must be either to the rear of the residence or to the rear of the projected back line of the residence.

13. The front of each residence must face the Subdivision road that fronts the Lot, unless Variance is granted in an unusual situation.

14. All fencing that is built along any road or on any Lot within 200 feet of any road shall be made of wood, cedar rails, poles, brick, stone, wrought iron, chain link or combination of any of the preceding, so long as said fencing is constructed to professional quality standards and is maintained in a state of good repair. Any fencing erected beyond the depth stipulated in the previous sentence may be built of any of the above materials, or it may be of other materials, so long as same is constructed and maintained to the same standards as outlined above.

15. No building may be erected on any Lot within 85 feet of any road right-of-way, nor shall any building be erected within 20 feet of any side or rear lot line. These setback requirements shall also apply to porches, patios, garages, carports and other attachments.

16. No antenna (shortwave, CB, TV, etc.) may be erected on any Lot that is higher in space than 50 feet above the ground on which the residence is located.

17. In areas of the Subdivision where underground primary electric power lines are provided along either side of the Subdivision road fronting any Lot, the Buyer must contract with the electric power company for installation of underground service to his residence. A charge will be made for all underground service by the power company at rates in effect at the time of installation. Lots 13, 14, 15, 16, 18, 19 and 21 currently have overhead electric power available along

rear lot lines and may install overhead or underground service to their homesites. When overhead service is used, all power lines and poles must be installed along or near the rear of the Lot and not along Subdivision roads. The Undersigned hereby reserve the right to grant an easement ten feet in width along each side of Subdivision roads along the front of each Lot for the purpose of installation and maintenance of equipment necessary for underground utility lines.

18. No house may be moved into this Subdivision without the express written permission of the Developer and the Building-Planning Committee. No such permission will be granted unless the Developer and the Building-Planning Committee approve the house and the location that the house will be placed in the Subdivision, and unless the house when completed into a finished residence within six months from the time that said house is moved into the Subdivision, shall have a minimum fair market value of \$65,000.00, excluding land, (said \$65,000.00 to be adjusted upward annually to allow for inflation), and shall contain no less than 2,500 square feet of living area.

19. No mobile home or trailer house shall be permitted in this Subdivision for any reason or purpose; nor shall modular homes or other prefabricated homes be permitted in the Subdivision.

20. Travel trailers, campers, boats and motor homes must be kept stored or parked inside a garage or outbuilding or must be parked behind a building so that they will be substantially out of sight of the Subdivision road. Utility trailers, trucks (other than pickup trucks), equipment, machinery, fuel storage tanks, building materials, supplies, etc., must be kept, stored or parked inside a garage or outbuilding or must be kept behind a building out of sight of the road and neighboring homes within the Subdivision.

21. Each Lot in the Subdivision must be kept in a neat and orderly condition free of litter at all times. Each Buyer must require building contractors to remove refuse and litter at least once weekly during construction. No junk cars, cars not in running condition, or cars without current license plates may be kept in the Subdivision unless they are inside a closed building.

22. No more than two signs may be placed on any Lot or on the road right-of-way bordering any Lot. Said signs may not exceed four square feet (2 ft. x 2 ft. or equivalent) in size and may be for purposes of identification of residence or for advertising the property for sale. Exceptions: Political candidate signs may be displayed around election time. Also, a Subdivision identification sign that will be larger than the above stated maximum will be placed at the entrance to the Subdivision.

23. The Buyer of each Lot must "brushhog" or otherwise mow that part of the front 100 feet of each Lot that has been previously mowed by the Developer. Such mowing must be done a minimum of twice each year, with the first mowing to be completed by July 1 each year and the second mowing to be completed by November 1. In addition, that part of the balance of each Lot that has been previously mowed by the Developer must be mowed by the Buyer at least once each year.

24. No Lot may be clear-cut (removal of all trees), nor may large healthy trees be cut except as is necessary for construction of improvements. It is recommended that wooded areas be thinned where needed to promote healthy growth and the slash be disposed of in conformity with good forestry practices.

25. Each Buyer must arrange for or contract for the regular removal of all garbage, trash and building debris from his Lot at least once weekly. This requirement is in effect during construction as well as thereafter. All trees and stumps that are removed for construction and that are not salvaged and stacked for firewood must be disposed of or removed from the Lot immediately. Open burning or burning that is a nuisance, or that causes smoke damage or that creates an unusual fire danger is not allowed in the Subdivision; however, burning that is necessary in clearing and building Subdivision roads, construction sites, and driveways is permissible. Spark arrestors must be installed on all fireplace chimneys at the time of construction.

26. Household pets in reasonable numbers that are properly housed and cared for, and that are not raised for commercial purposes may be kept on the Buyers Lot. All dogs must be confined to the Buyers Lot at all times except when on leash. Dogs are not allowed to run at large in this Subdivision, nor are chronic barking dogs that disturb the peace allowed to be kept in the Subdivision. Dogs and cats are required to have current rabies shots.

Buyers who wish to keep horses or other animals in the Subdivision must submit a request to the Building-Planning Committee and Subdivision Developer showing plans for barn, stables, corral, fencing, and pasture, as well as type and number of animals to be kept. If plans for said improvements are approved in writing, the animal or animals may be placed on the Lot only after construction is complete. Approval to keep animals other than household pets will not be given on Lots of less than 2½ acres in size. Horses and any other animals that are kept in the Subdivision must not be a public nuisance and must be properly fed and cared for and kept in a barn or corral for an adequate amount of the time to avoid overgrazing and destruction of the grass and sod on the Lot. Horses may not be ridden on oil-surfaced roads in the Subdivision. Horses and other large animals may not be allowed access to lakes or ponds. Ducks may not be placed in lakes or ponds unless all landowners adjoining the lake or pond agree.

27. Vehicles may not be parked within the public road right-of-way overnight. All parking must be off street parking on private land. Speeding and reckless driving on roads within the Subdivision is prohibited, as is littering along the roadways in the Subdivision. Speed limit on Subdivision roads is 25 miles per hour.

28. Each Buyer must install a septic tank and drain field on his Lot which meets State and County requirements prior to occupying any residence on the Lot. No drain field lines may be installed within 100 feet of any flowing stream, pond or lake.

VARIANCE:

1. In order to retain reasonable flexibility in the Restrictions and in order to realistically deal with unforeseen changes and circumstances that may come to light in the future, the Building-Planning Committee (see Article IV, Item 3) may, at their discretion, grant moderate Variances from the general rule of the Restrictions in instances where, in their opinion, there will be no detrimental effect on property values and where the individual plans and needs of Buyers can better be served. All requests for Variances must be in writing, must explain the nature of variance requested, and must detail the alternative plan proposed. Any approval of a Variance request must be in writing by the Building-Planning Committee, and will be conditioned on various stipulations and agreements.

VI

TERM OF RESTRICTIONS:

1. These Restrictions are to run with the land and shall be binding on all persons or companies claiming under them for a period of twenty years from the date these Restrictions are recorded, after which time the said Restrictions shall be automatically extended for successive periods of five years each, unless an instrument denominated as a deed of revocation signed and executed by the owners of a minimum of fifty-five percent of the acreage in the Subdivision is recorded in the Record of Deeds of Smith County, Texas.

VII

AMENDMENT:

1. The conditions, restrictions, stipulations and agreements contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of a minimum of fifty-five percent of the acreage included within the boundaries of the Subdivision, and unless said Amendment is recorded in the Record of Deeds of Smith County, Texas.

VIII

ENFORCEMENT:

1. Enforcement of these Restrictions shall be by proceedings at law or in equity against any person or persons or legal entity violating or attempting to violate any restriction, and said proceedings may be for the purpose of injunction to restrain violation or to recover damages, or both. Such enforcement may be appropriately undertaken by any person or persons or legal entity owning any of the above described property.

2. Even though the Undersigned plan to assist with enforcement of the Restrictions, the Undersigned make no promise or agreement that they will assume the major role in enforcing the Restrictions. Enforcement of said Restrictions is the right of every person or legal entity owning any property in the Subdivision.

IX

SEVERABILITY:

1. It is the intent of this Declaration of Restrictions that invalidation of any one of these Restrictions by judgement or court

order shall in no way affect any of the other provisions of the Restrictions, which shall remain in full force and effect.

X

LAW:

1. This Declaration of Restrictions and the provisions herein are subject to all applicable local, State, and Federal laws and/or ordinances. It is not the intent of any provision of this document, nor is it the intent of the undersigned Owners to amend, replace, modify, reduce the effect of, or otherwise interfere with any applicable laws or ordinances. Among other things, these Restrictions are meant to provide a form of zoning for the benefit of all concerned, where no other zoning exists at this time.

XI

ADJOINING LAND:

1. Whereas the Undersigned Owners currently have a contract to buy and are in the process of buying a certain 400 plus acre tract of land, whereas 200 plus acres of said tract of land lie immediately adjoining the north side of the Subdivision and running north to Farm Road 346 and running west to Little Mud Creek (also known as Shackelford Creek), therefore, agreement is hereby made that any part of said 200 plus acres that is sold by Undersigned will be made subject to this same set of Restrictions.

Dated at Tyler, Texas this 30 day of April, 1979:

FILED
MARY HEARNS
COUNTY CLERK
1979 APR 30 PM 3:51
SMITH COUNTY, TEXAS
DEPUTY

STATE OF TEXAS)
COUNTY OF SMITH) SS

On this the 30 day of April, 1979, before me, Sharell Dalton, the undersigned officer, personally appeared Larry P. Branch and Carol Ann Branch, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein

in witness whereof I hereunto set my hand and official seal.



Larry P. Branch
LARRY P. BRANCH
Carol Ann Branch
CAROL ANN BRANCH

Sharell Dalton
NOTARY PUBLIC
My commission Expires: 2-26-81

PHASE I RESTRICTIONS AMENDED SECOND TIME
15979

VOL 1746 PAGE 772

APPROVAL OF AMENDMENT
TO DECLARATION OF RESTRICTIONS

STATE OF TEXAS
COUNTY OF SMITH

I
I
I

KNOW ALL MEN BY THESE PRESENTS:

THAT, LARRY P. BRANCH and wife, CAROL ANN BRANCH, on January 15, 1979, recorded in Volume 1720, Pages 158-164 of the Deed Records of Smith County, Texas, Declaration of Restrictions, as to that certain tract or parcel of land, a part of the William Luce Survey, Abstract 14, Smith County, Texas, also being that certain 272.00 acre tract described in a deed from Johnny Paul Price, et al to LARRY P. BRANCH et ux, dated June 1, 1978, and recorded in Volume 1683, Page 838 of the Deed Records of Smith County, Texas; and

THAT, said Declaration of Restrictions by its terms further extended to that certain tract or parcel of land, a part of the Ventura Tejada Survey, Abstract 21, and William Luce Survey, Abstract 14, Smith County, Texas, being 200 plus acres set forth in paragraph XI of that certain Amendment to Declaration of Restrictions and being part of that realty described in Contract of Sale between John Paul Price, et al and LARRY P. BRANCH et ux, filed February 26, 1979, under Clerk's File Number 4393, Deed Records of Smith County, Texas; and

THAT, LARRY P. BRANCH and wife, CAROL ANN BRANCH, have recorded on April 30, 1979, in the Deed Records of Smith County, Texas, that certain Amendment to Declaration of Restrictions, therein amending the above referenced restrictions; and

THAT, the undersigned, being owners of certain tracts and parcels of land situated within the above described acreages, hereby approve of and consent to in all respects that certain amendment to Declaration of Restrictions as filed by LARRY P. BRANCH and wife, CAROL ANN BRANCH, on April 30, 1979.

DATED: May 1, 1979.

FILED
MARY FORBES
COUNTY CLERK
JUN 11 PM 1:53
1979
BY *[Signature]*
DEPUTY

Jerry Morris
JERRY J. MORRIS
Sue Hannah Morris
SUE HANNAH MORRIS

Douglas H. Johnston
DOUGLAS H. JOHNSTON

Rebecca S. Johnston
REBECCA S. JOHNSTON

Richard A. Liptak
RICHARD A. LIPTAK

Dorthy Jean Liptak
DARTHY JEAN LIPTAK

Richard F. Thomsen
RICHARD F. THOMSEN

Lois Thomsen
LOIS THOMSEN

Marshall M. Whitesides
MARSHALL M. WHITESIDES

Gloria L. Whitesides
GLORIA L. WHITESIDES

THE STATE OF TEXAS
COUNTY OF SMITH

I
I

BEFORE ME, the undersigned, in and for said County and State, on this day personally appeared JERRY J. MORRIS and wife, SUE HANNAH MORRIS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration ~~expressed~~ expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17 day of July, 1979.

Annice C. ...
Notary Public in and for
Smith County, Texas

VOL 1746 PAGE 774
THE STATE OF TEXAS
COUNTY OF SMITH

I
I

BEFORE ME, the undersigned, in and for said County and State, on this day personally appeared DOUGLAS H. JOHNSTON and wife, REBECCA S. JOHNSTON, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day



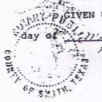
May, 1979.

May Gordon
Notary Public in and for
Smith County, Texas

THE STATE OF TEXAS
COUNTY OF SMITH

I
I

BEFORE ME, the undersigned, in and for said County and State, on this day personally appeared RICHARD A. LIPTAK and wife, DARTHY JEAN LIPTAK, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of July, 1979.

Billie J. ...
Notary Public in and for
Smith County, Texas

THE STATE OF TEXAS
COUNTY OF SMITH

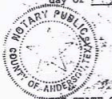
I
I

BEFORE ME, the undersigned, in and for said County and State, on this day personally appeared RICHARD F. THOMSEN and wife, LOIS THOMSEN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me

that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____

day of July, 1979.



Notary Public in and for
Smith County, Texas
My Commission Expires
SEPTEMBER 20, 1980

THE STATE OF TEXAS
COUNTY OF HARRIS

I
I

BEFORE ME, the undersigned, in and for said County and State, on this day personally appeared MARSHALL M. WHITESIDES and wife, GLORIA L. WHITESIDES, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th

day of July, 1979.



Patricia J. Hooper
Notary Public in and for
Harris County, Texas

My Commission Expires
1-1-1980

THE STATE OF TEXAS
COUNTY OF SMITH

I HEREBY CERTIFY THAT THE FOREGOING DEED OR INSTRUMENT OF WRITING WAS FILED IN MY OFFICE FOR RECORD AT 1:52 O'CLOCK P.M. ON THE 11 DAY OF July 19 79 AND THAT THE SAME TOGETHER WITH THE CERTIFICATE OF AUTHENTICATION WAS ON THIS DAY CORRECTLY RECORDED ON PAGES 776-775 IN VOLUME 1746 RECORD OF DEEDS 2 OF SMITH COUNTY TEXAS

GIVEN UNDER MY HAND AND SEAL OF OFFICE IN TYLER, TEXAS THIS 11 DAY OF July 19 79

MARY MORRIS, County Clk., Smith County, Texas
By J. W. W. W. W. Deputy

PHASE II RESTRICTIONS VOL. 1878 PAGE 329
DECLARATION OF COVENANTS, CONDITIONS,
16229 AND RESTRICTIONS.

1/12

REC'D - 2 11 4 3 8
HENRY

STATE OF TEXAS S
S KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SMITH S

THAT WHEREAS, Texas Country Properties, Inc., a Texas Corporation with headquarters in Tyler, Texas, hereinafter called the Declarant, is the owner of all that certain real property located in Smith County, Texas described as follows, to-wit:

All those certain lots, tracts or parcels of land being situated in the William Luce League, Abstract No. A-14 and the Ventura Tejada Survey, Abstract No. 21, County of Smith, State of Texas, being more completely described as follows, to-wit:

Being Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of Block No. 1 and Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block No. 2 of Country Place Phase II, Plat I, according to plat thereof of record in Volume 10, Page 110 of the Plat Records of Smith County, Texas; and

WHEREAS, the Declarant will convey the above-described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above-described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Owner

1.01. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot in this Subdivision.

Subdivision

1.02. "Subdivision" shall mean and refer to that certain real property hereinbefore described, as well as all road rights-of-way serving said real property, as shown on the above described Plat.

Lot

1.03. "Lot" shall mean and refer to those certain lots, parcels or tracts of land hereinbefore described, or any portion thereof. Each Lot shall be used as a building site for a single home, unless approved for resubdivision as provided in Article V below.

Declarant

1.04. "Declarant" shall mean and refer to Texas Country Properties, Inc., its successors and assigns.

Association

1.05. "Association" shall mean and refer to Country Place Landowners Association, Inc., a non-profit Texas Corporation, owning certain lakes, parks and recreational land and having jurisdiction over the hereinbefore described Lots as shown in the Bylaws of said Landowners Association.

Board

1.06. "Board" shall mean and refer to the Board of Directors of Country Place Landowners Association, Inc.

Committee

1.07. "Committee" shall mean and refer to the Building and Planning Committee, as appointed by the Board of Directors of Country Place Landowners Association, Inc.

ARTICLE II

ARCHITECTURAL CONTROL

Building and Planning Committee

2.01. The Board shall designate and appoint a Building and Planning Committee consisting of not less than three persons. The membership of said Committee shall serve for periods of time to be determined by the Board.

Authority to Adopt Requirements

2.02. The Committee shall prepare and adopt an outline designating the requirements and procedures to be followed by each Owner in order to receive approval to:

- A) build or construct any improvements on any Lot, or to build or construct any improvements on the road right of way adjoining any Lot.
- B) keep any animal or animals in the Subdivision.
- C) cut or remove any trees from any Lot or the road right of way adjoining any Lot.
- D) do any excavation or dirt work on any Lot or road right of way.
- E) do any burning in the Subdivision.
- F) resubdivide any Lot.
- G) conduct any other activity in the Subdivision that in the opinion of the Committee would have an effect on property values in Country Place.

Said outline of requirements and procedures for approval as adopted or amended by the Committee are hereby made a part of this Declaration by this reference. A copy of the said outline and application for approval may be obtained by Owners from the Association Secretary or from a Committee member.

Authority to Approve
or Disapprove Plans

2.03. No residence, garage, outbuilding, fence, wall, driveway, exterior lighting, antenna, utility line, clothesline, garden, pond, swimming pool, tennis court or other improvement shall be commenced or constructed upon any Lot, nor shall any exterior addition to, or change or alteration thereof, be made, nor shall any landscaping of any Lot be undertaken, nor shall any mailbox, culvert or driveway be installed on the road right of way, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee.

Committee Meetings

2.04. The Committee shall meet on a regular basis as shall be provided in the Bylaws of the Association.

Use of Lots

2.05. Any dwelling constructed on any Lot shall be for single family residential purposes and no business may be conducted from any home without the express written consent of the Committee. The Committee may not approve any business, professional or commercial

activity on any Lot to which the public is invited, nor may any business be conducted from any home that would create a nuisance of any kind. No sign identifying any business being operated from any home may be used.

Minimum House Size

2.06. Any residence constructed on any Lot must have a heated and cooled living area of not less than 2,000 square feet, exclusive of open or screened porches, patios, carports, garages, etc. In addition, a garage for a minimum of two cars must be constructed on each Lot at the same time that the residence is constructed. The garage should have a side or rear entry if practical and appropriate for the Lot. All garage doors that are in sight of any roadway must be kept closed at all times when not in use. Any multiple story residence must have not less than 1,400 square feet of heated and cooled living area on the ground floor, unless otherwise approved by the Committee.

Exterior Completion Deadline

2.07. All exterior construction on any Lot must be completed within six months from the start of construction unless an extension of time is granted by the Committee due to the size or complexity of the construction. Exterior construction as used herein includes but is not limited to the complete exterior of all buildings and grounds including paint, stain, lighting, installation and connection to all utilities, driveways, walkways, finish grading and removal of all unused materials, debris and equipment. No residence may be occupied until all of the above requirements have been met.

Temporary Sewage Facilities

2.08. No construction of any kind may start on any Lot until temporary portable sanitary sewage facilities are placed on the Lot in a location approved by the Committee for the use of all construction personnel.

ARTICLE III

EXTERIOR MAINTENANCE AND APPEARANCE

Litter and Junk

3.01. The Owner of each Lot must keep said Lot and the road right of way bordering said Lot in a neat and orderly condition free of litter, junk, debris, rubbish, and scrap at all times. No junk vehicles or vehicles not in running condition, or vehicles not in a state of good repair, or vehicles without current license plates may be parked or kept on any Lot unless said vehicle is kept inside a closed building.

Mowing

3.02. Each Owner shall be responsible for mowing each Lot, including the road right of way bordering said Lot, at least three times annually, once each during the months of May, July and October. On each Lot upon which a residence has been built, the Owner shall mow the Lot at least once each month during the months of May through October. The Owner of any Lot with a fence must mow and trim around said fence at least three times each year, once each during the months of May, July and October.

Garbage Collection

3.03. Starting on the date that construction starts on any Lot, the Owner must contract for the regular removal of all garbage, trash, litter, scrap and building debris from said Lot at least once weekly. All garbage and garbage cans, trash containers and garbage bags shall be kept or placed for collection in an enclosure approved by the Committee. Said enclosure shall be built at the time that construction starts on the Lot and shall be used from that date forward.

3.04. All parts of all trees, stumps, limbs and brush that are uprooted for construction and that are not salvaged and cut up and neatly stacked for firewood must be disposed of or removed from the Subdivision within one week of the date that they are uprooted. All fallen trees or large fallen limbs that are in sight of the road must be cut and stacked for firewood or removed from the Lot within one month.

Mobile Homes, Trucks, etc.

3.05. No mobile home or trailer house shall be permitted in the Subdivision for any reason or purpose. Travel trailers, campers, utility trailers, horse trailers, boats, motor homes, motorcycles, trucks (other than pickup trucks), semi-trailers, equipment, machinery, fuel storage tanks, and building materials not in the process of being installed must be parked or stored at all times inside a building unless another parking or storage location on the Lot is approved in writing by the Committee.

Repair and Repainting

3.06. All improvements on any Lot must be regularly maintained and kept in a state of good repair, including repainting or restaining as needed. No exterior paint or stain color may be changed from the color approved by the Committee at the time of initial construction, without written permission of said Committee.

Remedies for Non-Compliance

3.07. In the event an Owner of any Lot shall fail to perform any of the requirements outlined above in Article III, the Board or the Committee shall have the right, after five days written notice has been delivered to the Owner, through its agents and employees, to enter upon said Lot and to repair, maintain, mow and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner, and the cost or expense thereof shall be and constitute a lien upon said Lot payable by the Owner of said Lot, or his successors or assigns.

Easement and Hold Harmless Clause

3.08. By accepting title to any Lot, the Owner thereby approves and grants an easement to the Board and the Committee and their agents and employees to enter upon said Lot to exercise the conditions of Paragraph 3.07 above. Owner agrees to defend and hold harmless the Board, the Committee and their agents and employees from any and all damages and claims that may arise from their performance of the provisions of Paragraph 3.07.

ARTICLE IV

PROHIBITED USES OF LOTS

Unapproved Dwellings

4.01. No travel trailer, mobile home, tent, basement, garage or other similar structure may be used on any Lot as either a temporary or permanent residence.

Damage to Land and Trees

4.02. No soil, sand, gravel, sod or trees may be removed from any Lot except as approved in writing by the Committee for construction purposes. No strip mining or quarrying of any kind shall be permitted on any Lot.

Antennas of Excessive Heights

4.03. No television, shortwave, citizens band or other antenna may be erected on any Lot that will extend higher in the air than sixty feet above the ground on which the residence is located.

4.04. Overhead utility lines and poles are not permitted to be used in the Subdivision or on any Lot either temporarily or permanently. Temporary service during construction must be installed underground to a point within ten feet of the location that the utility line will enter the dwelling when finished.

Nuisance Lighting

4.05. No exterior lighting may be installed on any Lot that shines into a neighbors home in a way that is a nuisance to the neighbor, or that is excessively bright so that a neighbors privacy is disrupted, or that is installed at an excessive height. Any pole or overhead lighting that is to be installed in an open area in front of a dwelling at a height greater than ten feet must first be approved in writing by the Committee.

Unapproved Animals

4.06. No animal or animals may be kept or placed in the Subdivision or on any Lot until:

- A) an application for said animal is completed by the Owner and submitted to the Committee for consideration.
- B) all requirements of the application form and the Committee are met.
- C) written approval from the Committee stating conditions of approval is received by the Owner.

All dogs that receive permission to be kept in the Subdivision must be confined to the Owners Lot at all times except when on a leash. No dog is allowed to run at large in the Subdivision, nor shall any dog be released from or be allowed to stray from the Owners Lot for any reason or at any time of day.

No vicious or dangerous animal may be brought into or kept in the Subdivision. No animal that could reasonably be expected to be dangerous or harmful in the event of escape from confinement on the Owners Lot may be kept in the Subdivision. No chronic barking dog or excessive barking dog or dog that disturbs the peace and tranquility of the neighborhood may be kept in the Subdivision. No dog, cat or horse shall be permitted to be kept in the Subdivision unless annual proof of rabies vaccination is submitted to the Committee by the Owner. No application to keep a horse or horses in the Subdivision will be considered unless the Owner owns a minimum of two and one half acres. Ownership of 2½ acres or more does not assure that permission will be granted to keep a horse. Numerous factors will be considered and approval will be at the discretion of the Committee. Permission shall not be granted to keep, raise, or breed animals in the Subdivision for commercial purposes or in commercial numbers.

Horses must be properly fed and cared for and kept in a barn or stable for an adequate amount of the time to avoid overgrazing, destruction of the grass and sod on the Lot, and erosion. Horses shall not be allowed in parks, nor shall they be allowed access to lakes. Horses shall not be allowed on surfaced roads serving the Subdivision. Horses may be ridden on the shoulders of roads, provided that such does not cause or contribute to soil erosion or runoff of erosion into lakes and streams.

Erosion of Soil

4.07. No Owner shall allow any activity or construction on his Lot or on the road right of way fronting said Lot which would cause or contribute to erosion resulting in soil runoff into any stream or lake. Each Owner shall implement erosion control procedures as directed by the Committee.

Prohibited Vehicles

4.08. No motorcycle, trailbike or other motorized vehicle shall be allowed on any surfaced road in the Subdivision unless duly licensed to be operated on the public streets and highways of the State of Texas.

No motorized vehicle of any kind may be operated on the shoulders or unsurfaced portions of the road right of way. No motorized vehicle of any kind that is excessively noisy, that has noisy mufflers, that disturbs the peace, or that causes or contributes to any erosion problem, may be operated in any location in the Subdivision.

Illegal Activities

4.09. No speeding, driving too fast for conditions, reckless or careless driving or exhibition driving shall be permitted in the Subdivision. Posted speed limits are legal speed limits set by the Commissioners Court of Smith County, Texas. Littering and dumping are illegal and shall not be allowed in the Subdivision. No Owner, family member, guest or any other person may trespass upon any property in the Subdivision without the express permission of the Owner of said property. No illegal activity, no action that endangers any person or property and no activity that disturbs the peace shall be permitted in the Subdivision.

Hunting and Fireworks

4.10. No hunting, discharging of firearms, or discharging of fireworks or explosives shall be permitted in the Subdivision.

Outside Burning

4.11. No outside burning shall be permitted in the Subdivision unless the Lot Owner wishing to do outside burning completes a Burning Permit Application and receives written permission from the Committee to do said burning.

Overnight Parking

4.12. No vehicle, trailer, equipment or machinery shall be parked on or within any road right of way overnight. All such parking shall be off street parking on private land.

Signs

4.13. No signs of any character shall be allowed to be placed or displayed in the Subdivision except as follows:

A) One sign per Lot not to exceed four square feet (576 square inches) in size which shall be allowed only during the period of exterior construction of the Owners residence; said sign identifying the Owner, the contractor and subcontractors constructing the residence. Said sign may be displayed for a period of time not to exceed six months.

B) At the time that all exterior construction is completed and the sign described in "A" above is removed from the Lot, one sign not to exceed two square feet (288 square inches) in size may be placed on the Lot identifying the residents.

C) One "No trespassing" sign per Lot not to exceed one square foot (144 square inches) in size.

D) Signs placed in the Subdivision by the Declarant, the Board, or the Committee.

Prior to placement of any sign on any Lot, the Owner must obtain written permission from the Committee as to appearance, professional quality, color, material and compatibility. No "For Sale", "For Rent or Lease", or any other sign shall be allowed in the Subdivision at any time, except as provided above.

ARTICLE V

RESUBDIVISION OF LOTS

Committee Approval Required

5.01. No Lot or Lots shall be further subdivided or submitted to any governmental body for resubdivision until the Owner has first obtained written approval to resubdivide from the Committee. The Committee shall have the authority to deny permission to further

subdivide, or to require changes in resubdivision plans. In the event of approval by the Committee to further subdivide, the Owner shall, simultaneously with said approval, purchase an additional Association membership for each additional building site created, should said membership be available.

Governmental Approval Required

5.02. Should permission to further subdivide be obtained from the Committee, then the Owner shall be required to obtain any necessary permission or approval from any city, county, or state authority having jurisdiction.

Minimum Size

5.03. No Lot may be resubdivided in any manner that would create a Lot of less than one acre in size, except that small fractions of Lots may be separated to add to space of adjoining Lots, provided that the remaining Lot is at least one acre in size.

ARTICLE VI

GENERAL PROVISIONS

Liability of Owner for Guests and Invitees

6.01. Each Owner shall be responsible to see that his guests and invitees, including his contractor and all subcontractors, are aware of and shall abide by all restrictions herein, and the Owner shall be liable for any violation of these restrictions by his guests or invitees, and for any damage caused by any guests or invitees.

Enforcement

6.02. Any Owner, the Declarant, or the Board on behalf of the Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.03. In the event any Owner of any Lot, his lessee, his guests or any member of his household violates any of the restrictions contained herein, any other Owner, the Declarant, or the Board on behalf of any Owner shall have the right to enforce said restrictions against the Owner in violation, or against any other violator. All reasonable costs and expenses incurred by the party or parties enforcing the restrictions, including legal fees, shall be and constitute a lien upon the Lot of any Owner in violation of, or who has violated any restriction, or upon the Lot of any Owner whose lessee, guest or any member of said Owners household is in violation of or has violated any restriction.

Severability

6.04. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

Change in Ownership or Right to Use

6.05. No sale, transfer, release or other disposition of any Lot in the Subdivision shall be consummated unless and until the purchaser or transferee has applied for and has been accepted as a member/shareholder of the Association, its successors or assigns. This restriction shall not apply, however, to lending institutions who may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of such property pursuant to a duly probated Will or by virtue of intestacy, pursuant to the Statutes of the State of Texas. However, in the event of a transfer of title by virtue of foreclosure, probate of Will or intestate succession, Declarant and/or the Association, its successors or assigns, shall have an absolute right of first refusal to purchase said Lot from any such transferee or transferees in the event they shall decide to sell, transfer or convey the same.

6.06. If, notwithstanding the requirement of membership in the Association, its successors or assigns, as a condition to the acquisition of title to any Lot or Lots in this Subdivision, title to any of said Lots shall in some manner be acquired by a party who has not been approved for membership in the Association, or if any Owner shall cease to be a member of said Association, then, nevertheless, said Owner on behalf of himself, his heirs or assigns, does hereby covenant and agree that they will bear and pay such portion of the specific expenses required and expended by the Association, its successors and assigns for maintenance, bookkeeping, taxes, management, legal expenses, stocking lakes, insurance, security, and other expenses or assessments that they would otherwise be required to pay if they were then in fact a member of such Association, and as determined by the Board. Further, by the acceptance and retention of title to any Lot or Lots, each Grantee, on behalf of himself, his heirs and assigns, does hereby covenant and agree that said Association, its successors and assigns, shall have a lien upon the subject Lot or Lots second only to liens for taxes and any duly recorded mortgage or mortgages placed upon the property prior to the due date of any assessment for such expenses to secure the payment of the aforementioned expenses, including court costs and reasonable attorney's fees incurred in connection with the collection of the same.

Duration and Amendment

6.07. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant, or by the Owner of any Lot subject to this Declaration, or by the Board on behalf of the Owner, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years unless amended as provided herein. The covenants, conditions, and restrictions of this Declaration may not be amended except by written consent of the owners of a minimum of fifty-five (55) percent of the acreage in the Subdivision. No amendment shall be effective until recorded in the Deed Records of Smith County, Texas.

Executed by the said Declarant, this 2 day of June, 1981.

TEXAS COUNTRY PROPERTIES, INC.

BY: Larry P. Branch
LARRY P. BRANCH, PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS S
 S
COUNTY OF SMITH S

BEFORE ME, the undersigned authority, on this day personally appeared LARRY P. BRANCH, the President of TEXAS COUNTRY PROPERTIES, INC., a Texas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

WITNESSED UNDER MY HAND AND SEAL OF OFFICE this 2 day of



STATE OF TEXAS COUNTY OF SMITH
I hereby certify that on this day personally appeared the above named party, and that he acknowledged to me the execution of the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation.

Ann Miller
Notary Public in and for Smith County, Texas.

JUN 4 1981

JERRY MORRIS
COUNTY CLERK, SMITH COUNTY, TEXAS
Jerry Morris

THIS AGREEMENT is by and between Texas Country Properties, Inc., hereinafter Developer, and Country Place Landowners Association, Inc., hereinafter the Association.

The purpose of this Agreement is to establish that a proposed 40' wide easement and right-of-way, hereinafter the Private Road, in Country Place Phase II, Smith County, Texas, shall be and at all times in the future remain a private road, and that said Private Road shall never be dedicated to the public.

WHEREAS, Developer is proposing to develop certain additional lots in Phase II of the Country Place Subdivision in Smith County, Texas, said additional lots being identified as such on the plat attached hereto as Exhibit "A" and incorporated herein for all purposes;

WHEREAS, as part of said lot development, Developer is reserving the Private Road as shown on Exhibit "A;"

WHEREAS, Developer is strictly limiting access to said Private Road to shareholders only in the Association; and

WHEREAS, the Association for a valuable consideration is entering into an agreement with Developer whereby the Association shall maintain the Private Road.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Developer agrees to and shall construct the Private Road to be suitable for the purpose of automobile ingress and egress, it being expressly agreed that such road is constructed for the benefit of the shareholders of the Association, and it being further expressly agreed that Developer's constructing the Private Road is a valuable consideration to the Association and its shareholders and that the Association accepts the construction of the Private Road as a valuable consideration for its execution of this Agreement.

2. Developer shall specifically restrict the use of the Private Road to the private, sole and exclusive use of the shareholders of the Association only, and shall specifically set same forth in all deeds to the lots affected hereby.

3. Developer shall assign the duty to maintain the Private Road to the Association, and the Association hereby accepts said duty to maintain and agrees to restrict the use of the Private Road to the private, sole and exclusive use of its shareholders only, and the Association further agrees to maintain the Private Road and keep such road in a good and quality condition suitable for the purpose of automobile ingress and egress.

4. It is agreed by the parties hereto that said Private Road shall at all times be and remain a Private Road for the private, sole and exclusive use of the shareholders of the Association only, and that the Private Road shall never be in any portion or manner dedicated to the use of the public; the parties hereto expressly accepting full responsibility for the control and maintenance of the Private Road.

5. The parties hereto acknowledge and agree that the County of Smith, State of Texas shall be entitled to enforce the terms of this Agreement the same as if said County were a party hereto, as this Agreement was executed partially in consideration for said County approving the attached plat.

6. This Agreement shall be binding on the parties hereto and upon their respective successors and assigns.

7. The parties hereto agree that all of the terms and conditions of this Agreement shall apply to any easements granted to Developer by the Association on or along the Private Road.

EXECUTED in Smith County, Texas on the 30th day of March, 1982.

TEXAS COUNTRY PROPERTIES, INC.

COUNTRY PLACE LANDOWNERS ASSOCIATION, INC.

SEAL OF TEXAS COUNTRY PROPERTIES, INC. EXECUTED BY Larry P. Branch, Pres.

BY: Raymond [Signature]

