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**DECLARATION OF RESTRICTIONS, COVENANTS AND
CONDITIONS OF ENCHANTED HILLS**

THE STATE OF TEXAS

COUNTY OF GREGG

FILED
FEB 06 2013
CONNIE WADE
GREGG COUNTY CLERK

DECLARATION

This Declaration made this the 31 day of January, 2013 by Donna Varner, d/b/a James Varner Builder, hereinafter called "Developer".

WHEREAS, Developer is the owner of the real property in Gregg County, Texas, described in Article II, Section 1 of this Declaration and desires to create thereof a planned community with clubhouse and pool, open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community for the maintenance of said clubhouse and pool, open spaces and other common facilities, and to this end desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, conditions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants, restrictions and conditions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has caused to be incorporated under the laws of the State of Texas, as a non-profit corporation, the Longview Enchanted Hills Homeowners' Association, for the purpose of exercising the functions aforesaid:

NOW, THEREFORE, Developer declares that the real property described in Article II hereof, and such additions thereto as may hereinafter be made pursuant to said Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions, easements, charges and liens (sometimes referred to herein as "restrictions, covenants and conditions") hereinafter set forth.

ARTICLE I
Definitions

1.1 The following words, when used in this Declaration or any Amended Declaration (unless otherwise indicated) shall have the following meanings:

a. "Association" shall mean and refer to Longview Enchanted Hills Homeowners' Association, Inc.. its successors and assigns.

b. "The Properties" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration or any Amended Declaration under the provisions of Article II hereof.

c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association, to which the Association shall control.

d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties, with the exception of Common Properties as herein defined.

e. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties, with the exception of Common Properties as herein defined.

f. "Multi-family structure" shall mean and refer to any building containing two or more units under one roof, except when each such living unit is situated upon its own individual lot.

g. "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 Living Unit which is a part of The Properties, including purchasers under contract from Developer, but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

h. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

Properties Subject to This Declaration: Additions Thereto

2.1 Existing Property. Existing Property is the real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Gregg County, Texas, and is shown on the Plat attached hereto on Exhibit "A" and incorporated herein by reference for all purposes.

2.2 . Additional lands may become subject to this Declaration in the following manner:

a. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

as "Developer" shall have the right to bring within the scheme of this Declaration additional properties now owned or on which the Developer may exercise an option to purchase, to future stages of development of those tracts of land located in Gregg County, Texas.

b. Other additions: Upon approval in writing of the Association pursuant to a vote of its members as provided in its bylaws, the owner of any property who desires to add it to the scheme of this Declaration may file of record an Amended Declaration.

c. Mergers. Upon a merger or consolidation of the Association with another association as provided by its bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, restrictions and conditions established by the Declaration within the existing property, together with the covenants, restrictions and conditions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants, restrictions and conditions established by the Declaration within the Existing Property, except as hereinafter provided.

d. Procedures. Any additions authorized under this Section shall be made by filing of record an Amended Declaration of Restrictions, Covenants and Conditions with respect to the additional property, which shall extend the scheme of the restrictions, covenants and conditions of this Declaration to such property. Such Amended Declaration shall contain such complementary additions and modifications of the restrictions, covenants and conditions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Amended Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

ARTICLE III
Membership and Voting Rights
In the Association

3.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association, including purchasers under contract from Developer, shall be a member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member), and any person or entity who acquired any such fee or undivided fee interest shall be deemed to have accepted membership and assumed all obligations thereof.

3.2 Voting Rights. The Association shall initially have two classes of voting membership.

Class A. Class A members shall be all those owners as defined herein, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interest required for membership by 3.1. When more than one person holds such interest in any Lot or Living Unit, all such persons shall be members and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Living Unit. In the event there is more than one Living Unit on any Lot, the person or persons holding the fee interest in such Living Units shall have one vote for each such Living Unit

Class B. The Developer, or its successors or assigns, shall be the sole Class B member and shall be entitled to the majority of the votes until seventy-five percent (75%) of all lots in The Properties have been sold and Living Units constructed thereon, or until December 31, 2062, whichever is later in time. At such time Class B membership shall be dissolved, and thereafter there shall only be Class A voting membership in the Association. The Developer shall have the authority to dissolve the Class B membership at such other time as it may elect to do so.

For the purpose of determining the votes allowed under this section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated, shall not be counted.

ARTICLE 4 IV.
General Powers and Authority

The Association has been formed to further the common interest of the Members, including maintaining the common areas and lawns. The Association acting through the Board of Directors or through person whom the Board of Directors has delegated such powers shall have the duties and powers herein set forth, and in general do anything necessary or desirable to further the common interest of the Members, to improve or enhance the attractiveness, desirability and safety of Enchanted Hills. The powers of the Association shall include, but are not limited to the following:

A. The power to establish, fix, and levy assessments against the Owners in accordance with the procedures set forth in Article V of this Declaration and subject to the limitations therein.

B. The power to adopt reasonable operating rules and regulations covering the use of the common areas and the facilities, if any, located hereon, as well as the use of any other Association property.

C. The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the governing instruments or association rules and regulations either in its own behalf or on behalf of any consenting Owner.

D. The right to discipline members for violation of any provision of the governing instrument or association rules and regulations of the violator's voting rights, privileges for use of the common area, or by imposition of monetary penalties, subject to the following limitations:

i. The accused member must be given an opportunity to be heard with respect to the alleged violation.

ii. Any suspension of privileges and/or imposition of monetary penalties shall be reasonably related to the member's violation.

E. The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, employees, or agents as are permitted to be retained under the governing instruments.

ARTICLE V
Property Rights in Common Properties

5.1 Members' Easements of Enjoyment. Subject to the terms, conditions and provisions of Section 3 hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, including the clubhouse and pool, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the By-Laws of the Association, his right and easement of enjoyment to members of his family; his guests, his tenants, or contract purchasers who reside on the property.

5.2 Title to Common Properties. Developer may retain the legal title to the Common Properties until such time as improvements have been completed thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer covenants, for himself, his heirs, successors and assigns, that the Common Properties shall be conveyed to the Association when seventy-five percent (75%) of all lots in The Properties have been sold and Living Units constructed thereon, or not later than the 31st day of December, 2062, whichever occurs later in time. Developer will use office/room in clubhouse at no charge until 75% of the lots are sold and turned over to management of HOA or at her discretion.

5.3 Extent of Members' Easements. The rights of easement of enjoyment created hereby shall be subject to the following:

- a. The right of Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and if necessary, to open enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- c. The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- d. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, or any part of them; and
- e. The right of the Association to dedicate or transfer all or part of the Common Properties to any public agency, authority or utility for such purposes, and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast 66 ²/₃% of the votes of each class of membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance thereof; and
- f. The rights of the Association to limit the number of guests of members.

ARTICLE VI

Covenant for Maintenance Assessments

6.1 Creation of the Lien and Personal Obligation of Assessments. Each owner by acceptance of the deed to such Owner's Lot is deemed to covenant and agree to pay to the Association the Regular and Special Assessments levied pursuant to the provisions of this Declaration. All monies collected shall be put into a Management Fund to be used to defray expenses attributable to the ownership, operation, and maintenance of Common Areas by the Association as set out in paragraph 6.2. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Areas or by abandonment of such Owner's Lot.

Such monthly and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Separate monthly or special assessments shall be made upon each Lot or Living Unit whether or not there is more than one Living Unit per Lot.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the costs of labor, equipment, materials, management and supervision thereof.

6.3 Basis and Maximum of Monthly Assessments. Monthly assessments shall begin on the first day of the month following the initial conveyance of any Lot by the Developer, and the monthly assessment for the Owner of each Lot or Living Unit shall be determined at an annual rate, prorated monthly, not to exceed .125 cents per square foot as set forth in Article VII, paragraph (d) below, being 2600 square feet for all Living Units within Enchanted Hills Phase 1. For purposes of this assessment, each Lot or Living Unit shall be considered to have 2600 square feet, regardless of the actual number of square feet in the Living Unit. The assessment may be in a lesser amount as determined by the Board of Directors, and may be increased only by a two-thirds ($\frac{2}{3}$) vote of the Members of the Association, or as provided in Section 5 below pertaining to the increase in the Consumer Price Index. A separate monthly assessment for the pool and clubhouse may be added at a later date once the total cost has been determined.

The board of directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any month at a lesser amount.

6.4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized by Section 3 thereof, the Association may levy in any assessment year a special assignment, applicable to that year only, for the purpose of defraying whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of $\frac{66}{100}$ percent of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

6.5 Change in Basis and Maximum of Monthly Assessments. From and after January 1 of the year immediately following the commencement of monthly assessments, the maximum monthly assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

From and after January 1 of the year immediately following the commencement of assessments, the maximum monthly assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members, provided that any such change shall have the approval of two-thirds ($\frac{2}{3}$) of the Members of each class of Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

The limitations of paragraph 6.3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its By-laws and under the provisions of this Declaration.

6.6 Quorum for any Action under paragraph 6.4 and 6.5. The quorum for any action authorized herein as follows:

a. At the first meeting called as provided in Sections 5 and 6 hereof, the presence at the meeting of Members or of proxies entitled to cast 51 per cent of all the votes of each class of membership shall constitute a quorum.

b. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in paragraph 6.4 and 6.5, and the required quorum at any such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7 Due Date of Assessments. The assessments provided for herein shall be due annually, on or before the 1st day of January of each year.

6.8 Duties of the Board of Directors. The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate and such certificate shall be conclusively evidence of payment of any assessment therein stated to have been paid.

6.9 Remedies for nonpayment of Assessments. Any assessments not paid and received within ten (10) days of the date when it is due and payable shall be deemed delinquent and, without notice, shall accrue a late charge for additional collection cost to be set by the Board; provided, however, such charges shall be made only to the extent legally permissible. Such delinquent payment shall also, at the Board's option, bear interest at a rate of eighteen percent (18%) per annum from the date originally due until paid. If any such amount shall remained unpaid longer than thirty (30) days past the date when it is due and payable, at the Boards election, the assessments due for the delinquent Owner for the next twelve (12) months may be accelerated, and thereby become at once due and payable, and from the fifteenth (15th) day of such month until paid shall bear interest at a rate of eighteen percent (18%) per annum. If, after the assessment for the next twelve months has been accelerated by the Board, satisfactory payment of the assessment and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis. In order to secure payment of any regular or special assessment, a vendor's lien and superior title to each Lot and/or Residential Unit constructed thereon shall be and

is hereby reserved and granted to the Association, which lien may be foreclosed either through appropriate judicial proceeds by the Association or by the public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, together with any improvements situated thereon, irrevocably grants to the Association a power of sale so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed at a public sale without judicial proceedings.

6.10 Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

6.11 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.

b. All Common Properties as defined in Article I, hereof.

c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

d. All unimproved lots owned by Developer.

e. Developer will not be obligated to pay Association dues on the lots and/or houses owned by Developer until title has been transferred to a third party.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII Architectural Control

No trees shall be removed except by utility easements as required in furnishing of utility services, and no building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration herein be made until the details, plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee. This Committee shall be composed by three (3) or more representatives appointed by The Developer until seventy-five (75%) of all lots in The Properties have been sold and Living Units constructed thereon, or until December 31, 2062, whichever is later in time, at which time the Members of the Committee shall thereafter be appointed by the Board of Directors. In the event the Committee fails to approve or disapprove any such detail, design, plan, specification or location within thirty (30) days after submission to it, or in any event if no suit to enjoin has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Developer shall have the sole discretion of denial.

Developer may appoint a committee to assist with review of plans or enforcement of these requirements. As per the Deed Restrictions, Developer may turn over the Architectural Control Committee (ACC) requirements to the Homeowners Association at any time at his discretion . Any discrepancies or interpretation of these requirements is at the sole discretion of the Developer. Developer or the Association has the right to enter the yards of any property to check the status of these requirements, and has the right to take any action necessary to bring the properties into compliance, including having the work done, billing the owner, and placing a lien upon the property to collect payment. The Deed Restrictions including the ACC Guidelines may be enforced by any legal means by either the Developer, the Association, or any owner of the property subject to the restrictions.

ARTICLE VIII Restrictive Covenants

8.1 Each of the specifically numbered lots shown upon any recorded residential subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

a. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.

b. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the lot, or as otherwise approved by the Architectural Control Committee.

c. No dwelling or accessory structure shall be erected or maintained nearer than seven (7) feet from the side line of any lot or as approved otherwise by the Architectural Control Committee.

d. The living area (that enclosed for heating and/or air conditioning) of any Living Unit shall be not less than the following:

All Living Units in Enchanted Hills Phase I of The Properties shall be a minimum of 2250 sq. ft, depending on the lot while other will be 2600 sq. ft. .

e. All dwellings must be of a style Architecture influenced by "old world" buildings. This might include Spanish, Italian, other Southern European structures, East Coast US styles will be limited (example: red brick, white paint, black roof)

f. Exterior colors shall be in earth tones, (primary colors such as red, blue, green, purple, will not be allowed).

g. All dwellings shall be constructed of stone, masonry, brick, stucco building material of the kind usually used for outside wall construction, to the extent of at least seventy-five percent (75%) of the area of the outside walls (exclusive of windows and doors) on the first floor. The second floor of such dwellings may have some wood or such other material as may be approved by the Architectural Control Committee/Developer.

h. All homes must have a minimum of 9' tall walls (9' rafter bearing heights) each shall have at least a 30% portion of the front at a min. of 10. Gables or other raised roof lines shall be considered to provide greater height. Large side gables shall be limited to prevent shadows on neighbors property. HIP roof lines will be preferred. Roofs must be at least a 8/12 pitch and must be Architectural grade shingles. Developer may consider other products for roofing at his discretion. All homes must have installed and maintained gutters and downspouts. Prefabricated type chimneys must be enclosed within a chase and the top or termination cap shall be concealed with a decorative type cover.

i. There may be drainage requirements depending upon the topography of the lot. The driveway may be required upon one side of the lot to carry water to the street. Retainer walls may be required to control drainage. Developer will make suggestions, but will accept no liability for drainage issues caused by the construction of a home by others upon any lot.

j. Care shall be taken to save native trees. Each home is required to save or replant at least 4 trees. There must be at least one in the front and rear yard. Corner lots must have one on each street side. Others may be anywhere upon the lot. For this requirement, the trees must be at least 2" in diameter, measured 4 ft. above ground level. Planted trees for this requirement must be canopy trees (Crepe Myrtles and Bradford Pears are not canopy trees).

k. Each home must install and maintain an automated water sprinkler system of the entire yard. The lawns shall be grass (no complete gravel) and a minimum amount of landscaping plan must be installed along the front and side street walls of the home. At least one 5 gallon plant shall be planted for each 3 ft. of the total linear length of the walls on the street side of the house. Plant beds shall be at least 4 ft. wide. Some type of approved bed edging shall be used. Any retainer walls must be built of masonry products such as keystone, natural stone, brick, etc.

l. No dwelling, accessory structure or fence shall be erected or maintained on any lot until the building plans and specifications for same and a plot plan (accurately showing the topography of the lot) This section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. Roofs shall be of a woodtone appearance or as approved by the Architectural Control Committee/Developer. In no case shall the Architectural Control Committee's approval of proposed improvements be unreasonably withheld.

m. Owners shall not move or alter fences without ACC approval. Fences may not be installed nearer to the street than the front or side of a house. Anywhere a fence faces the street, the street side must be finished. No fence, wall or hedge shall be placed on any lot nearer to the front street than is permitted for the house on said lot; no fence wall or hedge shall be placed on any portion of the sites with a greater height than six feet (6') and no wire or woven fence is permitted on any part of any lot, except as otherwise approved by the Architectural Control Committee. Should a hedge, shrub, tree, flower or other planting be so placed, or after wards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property. Fencing shall only be of approved materials. Any wood privacy type fencing must be installed with the finished side towards the public view. Fencing facing the street shall have brick or stone columns at the corners or approximately every 20' along sided street. Tubular steel (commonly called wrought iron) may be used. Masonry such as stone or brick may be used. Chain link may only be used if coated (black or brown) and is not facing the street. If wood privacy fencing is used along side or rear property lines, the neighboring owner shall have the right to finish the back side.

n. No animals, livestock, or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept; bred or maintained for any commercial purpose.

o. No noxious or offensive act or activity shall be allowed upon any lot or lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

p. No sign shall be erected or maintained on any lot except a "for sale" sign or a "for rent" sign which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer or by the Enchanted Hills Homeowners Association.

q. No radio, television or other aerial shall be highly visible or extend above the roof to the street or highly visible to an adjoining neighbors windows or patio areas. It is strongly suggested that such be installed in the rear yard below fence height.

r. The garage door of any house or residence within Enchanted Hills Phase I covered by these restrictions must open on the side or at the rear of the house or as otherwise approved by the Architectural Control Committee, and must include a minimum of a 2 car enclosed garage of 400 sq. ft., and a covered front porch of 25 sq. ft. and covered rear porch of 200 sq. ft. Developer may restrict the location of driveways and garage doors at his sole discretion, with the intention of limiting front entry garages. Garages that protrude beyond the main front wall (snout houses) will be limited. The purpose of this is to limit the vision of cars parked in front of the homes. Driveways parallel to side property lines must be set back at least 2 feet to allow for fences and vegetation. Side Entry garage should be at least 27 ft. from the side property line to allow adequate room to turn and or park. Each home shall have enough driveway to accommodate two vehicles outside the garage and off the street row. All driveways must be concrete or better material. Garages may not be enclosed to become living space or additional storage space.

s. A lot or any portion of any lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion. In the event this restriction is not complied with, the Association has the right to cause maintenance to be done at the expense of the property owner.

t. No lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc., except at discretion of Developer.

u. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other similar structure shall be erected, maintained or permitted upon any lot. This section is subject to the rights of any outstanding mineral ownership.

v. No storage buildings, outbuilding, shop or trailer or residence of a temporary character shall be permitted. Any auxiliary type building such as detached garages, pool houses, etc. must be built of the same type materials as the house and have a permanent foundation, and be built within the buildings setback lines on the lot. If any such structures are added after the initial construction of the home, plans must be submitted same as the initial home. No building material of any kind or character shall be stored upon the lot until the owner is ready to commence improvement.

w. No boats, trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Living Unit situated thereon. No house trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot, and any such fence, wall or other enclosure shall be subject to approval by the Architectural Control Committee.

x. Any child playground equipment, ie., trampoline, treehouse, etc., shall be only kept inside fenced rear yards, with the height kept to a minimum. Brightly covered canopy's such as a yellow roof atop a fort or slide landing shall not be permitted. No basketball goals, either permanent or temporary, may be installed within driveways or streets of Enchanted Hills.

y. All houses and structures permitted shall be completed within (8) months from date of commencement of construction, or unless otherwise extended by the Architectural Control Committee. No structure shall be occupied unless and until the premises are connected in a proper way with the city sewage system.

z. Specifically exempted from the provisions of this section are activities by the Developers of Enchanted Hills, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by them are completed.

8.2 Developer or Longview Enchanted Hills Homeowners' Association may waive any of these requirements only if it is deemed to be in the best interest of the subdivision. As new technologies or new material become available and become the normal usage in future years, they may be substituted for today's requirements.

8.3 Any lots that have been sold and are bought back by the Developer or his assignees will retain all of the original Developer's rights, as well as Developer not being obligated to pay dues or assessments until the title to the property has been transferred to a third party from him .

8.4 Developer may require a deposit as security that the builder will follow the restrictions and the property and adjacent properties clean. After the home is completed, Developer will provide a letter of approval and the refund of the deposit. Developer may hold the deposit or use the deposit to provide any cleanup including mud from the street, if the builder does not act responsibly.

ARTICLE IX Easements Reserved

9.1. No building or other permanent structure shall be erected or maintained within areas designated on any recorded plat of Enchanted Hills as utility and drainage easements except as may be approved by the Architectural Control Committee.

9.2. Developer reserves for the use and benefit of the Longview Enchanted Hills Homeowners Association a perpetual easement for maintenance purposes of Enchanted Hills.

9.3. Developer reserves for the use and benefit of the Enchanted Hills Homeowners Association a perpetual easement of reasonable dimension as shown on the recorded plat for Enchanted Hills Phase 1 for the purpose of erecting entrance signs.

9.4. Developer reserves for the use and benefit of the Longview Enchanted Hills Homeowners Association a perpetual easement as shown on the recorded plat of Enchanted Hills Unit 1, and of such other additions as may hereafter be covered and included in this Declaration as supplemented for the purpose of erecting a fence of reasonable height and composition. The Homeowners Association shall have the option but not the duty, of repairing and maintaining the fence as needed.

ARTICLE X General Provisions

10.1 Duration. The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance on any action taken.

10.2 Reserved Rights of Developer. Notwithstanding any other provision hereof. Developer reserves the right (upon application and request of the owner of any lot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by Developer;) the application of any of these covenants and restrictions to such lot if, in the sole discretion of the Developer such action be necessary to relieve hardship or permit good architectural planning to be effected. Developer also reserves the right:

a. To redivide and re-plat any of the property shown on the Plat of any Unit now or hereafter recorded for any Unit of Enchanted Hills at anytime in question owned by the Developer.

b. To change the location of streets and easements prior to the time the same be actually opened for public use or availed of by the public or by public utilities, in no case, however, shall any such waiver, variance, amendment or change.

1) Deprive any owner of a lot to reasonable access to such lot:

2) Reduce the frontage or depth of any numbered lot on the Plat to that which is less than that such numbered lot now containing the least frontage and depth.

c. To reduce the minimum living square footage requirement for each Living Unit by 200 square feet.

10.3 Sales Office. The Clubhouse of Enchanted Hills is hereby designated as the location of a Sales Office for complimentary use by the Developer in offering lots for sale, and for all purposes incident thereto. Said use is intended as temporary, and shall cease at such time as seventy-five percent (75%) of the lots in all Units of Enchanted Hills have been sold and Living Units constructed thereon, or on December 31, 2062. whichever is the later. The sales Office herein designated shall exist pursuant to authority set forth in City of Longview Zoning Ordinance No. 96, as amended through April 12, 1977.

10.4 Acceptance of Declaration. The provisions hereof are hereby made a part of each contract and deed in respect of any lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

10.5 Interpretation. Developer's interpretation of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.

10.6 Other Committees. Developer may until seventy-five percent (75%) of all lots in all Units of Enchanted Hills have been sold and Living Units constructed thereon, or until December 31, 2062, whichever is later, appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

10.7 Reserved Rights of Developer: Developer shall have the right to assign its rights under this document to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignees shall have the same right to so assign. The Association shall make no rules or regulations, nor make special assessments against the developer, or that interferes with the Developer's normal business activity. Developer owns adjacent land and intends to deliver it within the city of Longview's present General Retail (business) zoning jurisdiction.

10.8 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such notification.

10.9 Enforcement and Severability. Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants and conditions, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions, which will remain in full force and effect.

10.10 Modifications. The developer and/or the assignees reserve the right to modify any or all restrictions, covenants and conditions of Enchanted Hills.

10.11 Violation of Covenants or Rules. In the event any Owner violates any of the covenants or provisions of this Declaration or the Rules and Regulations of the Association, the Board of Directors of the Association shall have the right and authority to impose a fine on the Owner in violation thereof for such sum as the Board of Directors may deem appropriate and reasonable under the circumstances, taking into consideration the severity of any such violation and whether or not any such violation continues after the Owner receives a written request from the Association to cure or cease any such violation. Any fines so imposed upon an Owner by the Board of Directors shall not exceed Three Hundred and no/100 dollars (\$300.00) for any single violation. In the event a fine is imposed on an Owner pursuant to this section, the fine shall constitute a contractual obligation of the Owner to the Association and shall be payable to the Association at the same address as the Regular Monthly Assessments or Special Assessments within ten (10) days from the Owner's receipt of a demand therefor. The Association may enforce collection of any such fine in the same manner as provided herein. The remedy provided for herein for violation shall be cumulative of all other remedies provided for in this Declaration or by law.

10.12. Developer, as well as its officers, agents, and employees shall not be liable to any owner or Lessee of the land or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision in this Declaration by any party other than Developer and Developer may not be held liable for any actions taken in good faith.

10.13 No breach of any of the conditions herein contained, or foreclosure by reason of such breach, shall defeat or render invalid the lien of any mortgage made in good faith and for value as to Hollybrook Coves or any Lot and/or Residential Unit therein, provided; however, that such condition shall be binding on any Owner whose title is acquired by foreclosure, trustee sale or otherwise.

10.14 It is recognized and contemplated that garden homes or patio homes will be constructed on the lots within Enchanted Hills future development and that additional restrictions may be filed by the Developer, or the Developer's successor in interest as to such lots for the purpose of supplementing these restrictions and imposing additional restrictions on such lots, which additional restrictions may provide for creation of another Homeowner's Association with certain additional duties and responsibilities.

EXECUTED this the 31 day of January, 2013

Donna Varner
Donna Varner, d/b/a James Varner Builder

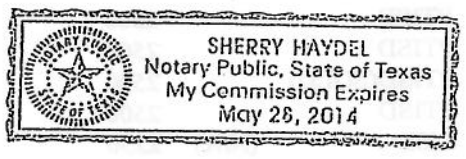
STATE OF TEXAS

COUNTY OF GREGG

BEFORE ME, the undersigned authority, on this day personally appeared Donna Varner know to me to be the person 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of January, 2013.

Sherry Haydel
NOTARY PUBLIC; STATE OF TEXAS



Return to:
STEPHEN W. MCDANIEL
1000 NORTH HIGH STREET
LONGVIEW, TEXAS 75601

ENCHANTED HILLS SUBDIVISION PHASE ONE

WINTER 2012/2013

ADDRESS	BLOCK/LOT	SIZE	SCHOOL	MIN. SQ FT
2201 BANDERA TRAIL	1 1	0.25	PTISD	2500
2203 BANDERA TRAIL	1 2	0.21	PTISD	2500
2205 BANDERA TRAIL	1 3	0.20	PTISD(SOLD)	
2207 BANDERA TRAIL	1 4	0.25	PTISD	2500
1500 SAN AUGUSTINE LN	1 5	0.30	PTISD	2500
1502 SAN AUGUSTINE LN	1 6	0.18	PTISD	2250
1504 SAN AUGUSTINE LN	1 7	0.18	PTISD	2250
1506 SAN AUGUSTINE LN	1 8	0.19	PTISD	2250
1508 SAN AUGUSTINE LN	1 9	0.19	PTISD(SOLD)	
1600 SAN AUGUSTINE LN	1 10	0.19	PTISD(SOLD)	
1602 SAN AUGUSTINE LN	1 11	0.20	PTISD	2250
2103 BANDERA TRAIL	2 1	0.23	PTISD	2500
2101 BANDERA TRAIL	2 2	0.22	PTISD	2500
1501 SAN JACINTO LN	2 3	0.25	PTISD(SOLD)	2500
1503 SAN JACINTO LN	2 4	0.20	PTISD	2500
1505 SAN JACINTO LN	2 5	0.22	LISD	(N/A) 2250
1507 SAN JACINTO LN	2 6	0.23	LISD	(N/A) 2250
2100 BANDERA TRAIL	3 1	0.21	PTISD	2500
2102 BANDERA TRAIL	3 2	0.18	PTISD	2500
2200 BANDERA TRAIL	3 3	0.18	PTISD	2500
2202 BANDERA TRAIL	3 4	0.18	PTISD	2500
2204 BANDERA TRAIL	3 5	0.18	PTISD	2500
1501 SAN AUGUSTINE LN	3 6	0.20	PTISD	2250
1503 SAN AUGUSTINE LN	3 7	0.20	PTISD	2250
1505 SAN AUGUSTINE LN	3 8	0.20	PTISD	2250
1601 SAN AUGUSTINE LN	4 8	0.20	PTISD(SOLD)	2250
1603 SAN AUGUSTINE LN	4 9	0.19	LISD	2250



FUTURE DEVELOPMENT

BLOCK 2

BLOCK 3

BLOCK 1

BLOCK 4

BLOCK 1

ENCHANTI LANE

H. G. MOSLEY PARKWAY

SAN ANDREW LANE

BLOCK 1 PARKWAY CROSSING

FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

