

F 1021

RESTRICTIONS OF ENCHANTED ESTATES

STATE OF TEXAS I
 COUNTY OF HOUSTON I

KNOW ALL MEN BY THESE PRESENTS:

That Sterling Plumbing Company, Inc., d/b/a Sterling Homes, a Texas corporation, acting herein by and through its duly authorized officers, as owner, do hereby adopt and impress the following restrictive covenants on only the following described property, which is hereby designated as a separate and distinct subdivision unit:

FIRST TRACT:

7.67 acres of land, a part of and out of that certain tract called 45-1/2 acres in the A. E. GOSSETT SURVEY, A-423, in Houston County, Texas, and described in a Deed of Record in Vol. 259, Page 383 of the Houston County Deed Records, which 7.67 acres of land is described by metes and bounds as follows:

BEGINNING at a 3/4" Iron Pipe (found) for the Northwest corner of this tract, same being the Northeast corner of a 1.22 acre tract and in the South line of Colliad Ave., 50 feet from its centerline.

TRENCES S 54° 49' 42" W, 485.58 feet along a fence to a 3/4" Iron Pipe (found) for an interior corner of this tract, and the Southeast corner of said 1.22 acre tract;

TRENCE N 69° 03' 38" W, at 130.60 feet passed a 1/2" Iron Rod (found) at 261.09 feet, total distance, a 3/4" Iron Pipe (found) for the most Westerly Northwest corner of this tract;

TRENCE S 54° 46' 57" W, 100.0 feet along said fence to a 1/2" Iron Rod and Steel T-Post for the Southwest corner of this tract;

TRENCE S 35° 27' 29" E, at 246.66 feet passed a 1/2" Iron Rod (found), at 822.33 feet set a 1/2" Iron Rod and Steel T-Post for

1

881 600

the South corner of this tract;

THENCE N 54° 43' 33" E 294.89 feet to a 1/2" Iron Rod and Steel T-Post for the Southeast corner of this tract;

THENCE N 10° 47' 27" E, 413.46 feet to a 1/2" Iron Rod and Steel T-Post for the most Northerly Southeast corner of this tract;

THENCE N 70° 42' 33" W, 360.00 feet to a Steel U-Post (found) for an interior corner;

THENCE N 54° 47' 27" E, 367.72 feet to a 1/2" Iron Pipe (found) for the Northeast corner of this tract in the South line of Goliad Ave., 50 Feet from its centerline;

THENCE N 69° 29' 42" W, 41.83 feet along said Goliad Avenue right-of-way to the PLACE OF BEGINNING, CONTAINING 7.67 acres of land.

SECOND TRACT:

0.74 acre of land, a part of and out of that certain tract called 45-1/2 acres in the A.B. GOSSETT SURVEY, A-423, in Houston County, Texas, and described in a deed as Tract No. 1 of Record in Vol. _____ Page _____ of the Houston County Deed Records; which 0.74 acre of land is to be used as a road easement described by metes and bounds as follows:

BEGINNING on a Concrete Monument (found) for the Southeast corner of this easement, at a fence corner, same being the Southeast corner of said 45-1/2 acre tract and in the survey line between the HENRY MASTERS LEAGUE, A-53; and A. E. GOSSETT SURVEY, A-423;

THENCE S 54° 43' 33" W, 21.78 feet along said survey line to a point for the Southwest corner of this easement;

THENCE along the West line of this easement N 78° 36' 12" W, 214.34 feet; N 35° 13' 20" W, 230.17 feet; N 10° 47' 27" E, 186.14 feet AND N 70° 42' 33" W, 113.92 feet to a point for corner in the Southeast line of a 7.67 acre tract surveyed March 19, 1988;

THENCE N 10° 47' 27" E, 50.56 feet to a point for corner;

THENCE along the East line S 70° 42' 33" E, 164.48 feet; S 10° 47' 27" W, 207.99 feet; S 35° 13' 20" E, 233.27 feet; S 78° 36' 12" E, 173.26 feet to a point in a fence AND S 35° 13' 20" E, 6.05 feet to the PLACE OF BEGINNING, CONTAINING 0.74 acre of land.

Sterling Plumbing Company, Inc., d/b/a Sterling Homes, hereby certifies that it has subdivided the above described land as shown by the map and plat of such subdivision, which map and plat have heretofore been filed as the true and correct survey, map and plat thereof, which subdivision is and shall be known as ENCHANTED ESTATES, SECTION 1.

For the benefit of its self as owner of the land in said subdivision, and for the use and benefit present and subsequent owner or owners of any lot therein, as well as the use and benefit of all future owners thereof, the following covenants are made and adopted to run with the land as hereinafter set out.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or any other remedy permissible by these restrictions or at law for such violation. The term parties, or party, does not include the architectural control committee hereinafter appointed by these restrictive covenants.

COVENANTS

- 1. Single-Family Residential Lots. Lots in ENCHANTED

ESTATES, SECTION I, shall be known and described as single-family residential lots.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and a plot plan showing the location of the structures have been approved by the Architectural Control Committee as to general compatibility of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, placed, or altered, the Architectural Control Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear, and side elevations on submitted plans. Considerations such as site, set back, cost and other specific objective requirements are separate and apart from the function of the Architectural Control Committee. The committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular designs or appearances from being built in the subdivision.

3. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP AND PROCEDURE. The initial Architectural Control Committee is composed of Leslie W. Edwards, Mary L. Edwards, and Ronald D. Stubblefield, all of Crockett, Houston County, Texas. A majority of the committee may elect successors, in the event of resignation or vacancy, or designate a representative to act for it at any time or for any period. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor; a resignation is effective when given in writing to the remaining members of the Architectural Control Committee, or its successors. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative and requirement of this covenant shall cease on and after April 1, 1995; provided, however, that at any time the then record owners of a majority of the lots in this subdivision shall have the power through a duly recorded instrument to extend the period during which the committee shall exercise the powers and duties herein defined. The committee's approval or disapproval as required in these covenants shall be in writing. In the event this committee, or its designated representative, fails to approve or disapprove within twenty (20) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be

deemed to have been fully complied with. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such committee be subject to any suit by anyone for damages.

4. **DWELLING QUALITY, AND SIZE.** No dwelling exclusive of garages, open porches, or patios shall be permitted on any lot in this subdivision, unless the minimum floor area of the main structure, measured to the outside of the exterior walls, exclusive of garages, open porches, patios and detached accessory buildings, shall be not less than 1,700 square feet for one-story dwellings, and 2,200 square feet for split level and multi-level dwellings.

5. **MINIMUM MASONRY 75%.** For all purposes of these Restrictive Covenants, masonry includes stucco and all materials commonly referred to in the Houston County, Texas building industry as masonry. A minimum of 75% of the first floor wall area to top of first floor window height and exclusive of openings shall be of masonry or masonry veneer construction, but in no case shall there be less than front and two sides masonry, except that split-level and multi-level construction may be waived by the Architectural Control Committee should the plans and specifications so indicate and the plans and specifications be approved as presented without conditions attached.

6. **TWO CAR CARPORT GARAGE REQUIRED.** Each dwelling constructed in this subdivision shall have a garage or carport suitable for parking two (2) standard size automobiles, which conforms in design and materials with the main structure.

7. **Driveways.** All driveways in the subdivision shall be surfaced with concrete, asphalt or other similar substance. The decision of Architectural Control Committee to allow a variance in driveway location is final.

8. **Boat and Trailer Parking.** No boat, trailer, camper body or similar vehicle shall be parked for storage in the driveway or front of yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling unless parked to the rear of a screen fence.

9. **Building Location.** No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any

lot nearer than twenty-five (25') feet to the front lot line, nor nearer than ten (10') feet to an interior lot line. No dwelling shall be located on any lot nearer than twenty (20') feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches, shall not be considered as a part of a building.

10. Waiver of Front Setback Requirements. With written approval of the Architectural Control Committee, any building may be located further back from the front property line of a lot than provided in Paragraph 9, where in the opinion of said committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Garage locations may vary upon the approval of the Architectural Control Committee. Should the plot plan or plat showing location of the proposed structure indicate on its fact that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variance.

11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. By acceptance of a deed to any one or more of the above lots, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot conveyed by deed, including the keeping of weeds and grass mowed within such area.

12. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. No Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

14. Signs. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

15. No Oil and Mining Operations. 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 structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

16. **No Livestock or Poultry.** 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.

17. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction.

18. **No Individual Water Supply.** No individual water supply system shall be permitted on any lot.

19. **No Individual Sewage Disposal.** No individual sewage disposal system shall be permitted on any lot.

20. **Fences.** No fence, wall or hedge shall be built or maintained forward of the front building set back line.

21. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points (twenty-five (25) Feet) from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

22. **Buildings Previously Constructed Elsewhere.** No building previously constructed elsewhere shall be moved onto any lot in this subdivision, provided however, that nothing contained herein shall prohibit Sterling Plumbing Company, Inc., d/b/a Sterling Homes, as owner, its successors or assigns, from establishing and locating a "Sales Office" at a single location within the confines of the subdivision.

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23. Radio and Television Antenna. Any radio, television, or satellite antenna, shall not extend more than twenty-five (25) feet above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten (10) feet to the front wall line of the respective dwelling.

24. Lot Maintenance. The owners or occupants of all lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 2013, at which time said covenants shall be automatically extended for successive period of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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

Executed this the 14th day of April, 1988.

ATTEST:

STERLING PLUMBING COMPANY, INC.,
d/b/a Sterling Homes

By: Donna Smith By: Rudolf W. Edwards

FIRST NATIONAL BANK OF CROCKETT, TEXAS, hereby joins these Restrictive Covenants as mortgagee for the purpose of subordinating its lien thereto.

ATTEST:

FIRST NATIONAL BANK OF CROCKETT,
TEXAS

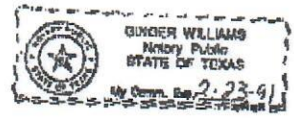
By: *Gregory J. Williams*

By: *Wilma V. Vanden*

THE STATE OF TEXAS |
COUNTY OF HOUSTON |

^{14th} The instrument has been acknowledged to before me on this day of April, 1988, by *Leslie W. Edwards*, *President* of STERLING PLUMBING COMPANY, INC., d/b/a Sterling Homes.

Gregory Williams
Notary Public, State of Texas



THE STATE OF TEXAS |
COUNTY OF HOUSTON |

The instrument has been acknowledged to before me on this day of April, 1988, by *MIKE MAZDEN VICE*, *President* of FIRST NATIONAL BANK OF CROCKETT, TEXAS.



Katy Key
Notary Public, State of Texas

KATY KEY
L.V. C. EX. S. JOHN EXPIRES *2-12-89*

1001

RESTRICTIONS

EMANCIPATED ESPRESS

20

THE PUBLIC

\$19.00


AFTER RECEIVING, RETURN TO:
STERLING PUBLISHING, INC.
10328 South 4th
Crockett, Texas 75835

THE STATE OF TEXAS
COUNTY OF [unclear]

I, [unclear], Clerk of the County Court of [unclear] County, do hereby certify that the record herein is a true and correct copy of the original as the same appears in the records of the County Court of [unclear] County, Texas, and that the same is a true and correct copy of the original as the same appears in the records of the County Court of [unclear] County, Texas.

Witness my hand and seal this [unclear] day of [unclear], 19 [unclear].

[unclear]
Clerk of the County Court of [unclear] County, Texas



56:4-4-11-1953

RECORDED

INDEXED

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revd/88-363/ba

ADDENDUM TO RESTRICTIONS OF ENCHANTED ESTATES

4. 1

THE STATE OF TEXAS ;
COUNTY OF HOUSTON |

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, being the Developer and all of the present owners of lots in ENCHANTED ESTATES, SECTION I, according to the map or plat thereof, recorded in Volume 1A, Page 101 of the Houston County Plat Records, do by this action adopt the following addendum to the plan of residential restrictions for said subdivision.

In addition to the restrictive covenants now in force and effect, the undersigned do hereby establish the following additional covenants, conditions and restrictions, to-wit:

The use of chain-link, cyclone, hurricane or wire mesh fences in the subdivision is prohibited. The fencing of lots or portions thereof must be constructed of materials other than the items prohibited by this provision.

All preceding covenants, conditions and restrictions as set forth in restrictions dated April 14, 1988, recorded in Volume 881, Page 600, of the Official Records of Houston County, Texas, are hereby expressly ratified and confirmed.

DATED the 27 day of August, 1988.

STERLING PLUMBING COMPANY, INC.,
CROCKETT, d/b/a Sterling Homes
BY: Leslie W. Edwards
Leslie W. Edwards, President

895 01

Nancy Crawford
NANCY CRAWFORD

Louise Permenter
LOUISE PERMENTER

Matt Roberts
MATT ROBERTS

Nancy Roberts
NANCY ROBERTS

THE STATE OF TEXAS |
COUNTY OF HOUSTON |

This instrument was acknowledged to before me on this 27
day of ~~August~~, 1988, by Leslie W. Edwards, President of Sterling
Home Furnishing Company, Inc., Crockett, d/b/a Sterling Homes.



E. J. Harrington
Notary Public, State of Texas
My Commission expires: 10-31-89
E. J. HARRINGTON

THE STATE OF TEXAS |
COUNTY OF HOUSTON |

This instrument was acknowledged to before me on this 5th
day of August, 1988, by NANCY CRAWFORD.
October



J. M. [unclear]
Notary Public, State of Texas
My Commission expires: 8-27-90

THE STATE OF TEXAS |
COUNTY OF HOUSTON |

This instrument was acknowledged to before me on this 1st
day of August, 1988, by LOUISE PERMENTER.



Faye Harrington
Notary Public, State of Texas
My Commission expires: 11-21-92
FAYE HARRINGTON FAYE HARRINGTON

THE STATE OF TEXAS |
COUNTY OF HOUSTON |

This instrument was acknowledged to before me on this 7th
day of August, 1988, by MATT ROBERTS.



Faye Harrington
Notary Public, State of Texas
My Commission expires: 11-21-92
FAYE HARRINGTON FAYE HARRINGTON

THE STATE OF TEXAS |
COUNTY OF HOUSTON |

This instrument was acknowledged to before me on this 7th
day of August, 1988, by NANCY ROBERTS.



Faye Harrington
Notary Public, State of Texas
My Commission expires: 11-21-92
FAYE HARRINGTON

RATIFICATION TO ADDENDUM TO RESTRICTIONS OF ENCHANTED ESTATES

THE STATE OF TEXAS ¶
COUNTY OF HOUSTON ¶

We, Charles F. Cunningham and wife, ^{MAR-ANN} Katherine Cunningham hereby ratify and confirm the foregoing Addendum to Restrictions of Enchanted Estates dated September 27, 1988.

DATED this 20th day of October, 1988.

Charles F. Cunningham
CHARLES F. CUNNINGHAM

Katherine Cunningham
KATHERINE CUNNINGHAM
MATH-ON

THE STATE OF TEXAS ¶
COUNTY OF HOUSTON ¶

This instrument was acknowledged before me this 20th day of October, 1988, by CHARLES F. CUNNINGHAM and wife, ^{MAR-ANN} KATHERINE CUNNINGHAM.

Ginger Williams
Notary Public, State of Texas
My Commission Expires:



THE STATE OF TEXAS ¶
COUNTY OF HOUSTON ¶
I, *Dorothy E. Ennoch*, Clerk of the County Court of Houston County, do hereby certify that the within instrument was filed in my office on this 20th day of October, 1988, at 11:06 o'clock AM of the year 1988.
Witness my hand and seal of office in Houston, Texas, this 20th day of October, 1988.
Dorothy E. Ennoch
Clerk of the County Court
Houston County, Texas

COPIES CLEAR
1988
OCT 20 11:03

AMENDMENT TO RESTRICTIONS OF ENCHANTED ESTATES
(APPOINTMENT OF SUCCESSORS FOR THE ARCHITECTURAL
CONTROL COMMITTEE)

THE STATE OF TEXAS | v296
COUNTY OF HOUSTON | KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by virtue of the terms, covenants, and conditions of the "Restrictions of Enchanted Estates" said instrument being dated April 14, 1988, recorded in Volume 881, Page 600 of the Official Records of Houston County, Texas, an Architectural Control Committee was duly appointed therein.

FURTHER, by virtue of paragraph 1 of the "Covenants" of said Restrictions, the initial Architectural Control Committee was composed of Leslie W. Edwards, Mary L. Edwards and Ronald D. Stubblefield.

FURTHER, the undersigned, Leslie W. Edwards and Ronald D. Stubblefield, do hereby, by this instrument, give written evidence of the resignation of Mary L. Edwards as a member of said committee.

FURTHER, under the terms and covenants of said Restrictions, the remaining members shall have full authority to designate a successor or successors.

FURTHER, Leslie W. Edwards and Ronald D. Stubblefield now desire not only to fill the vacancy created by the resignation of Mary L. Edwards, but also to resign and appoint successors to their positions.

NOW, THEREFORE, for and in consideration of the foregoing, and in fulfillment of the powers and responsibilities prescribed by the Restrictions of Enchanted Estates, we, the undersigned

committeemen, do hereby resign as members of the Architectural Control Committee and, in accordance with the terms, covenants and conditions thereof, do hereby designate and appoint the following persons as successor members of the Architectural Control Committee, to-wit:

Barry J. Noel
Lee Holsey
C. E. Hodges

DATED this 16th day of January, 1991.

Leslie W. Edwards
LESLIE W. EDWARDS

Ronald D. Stubblefield
RONALD D. STUBBLEFIELD

THE STATE OF TEXAS
COUNTY OF HOUSTON

This instrument was acknowledged before me this 16th day of January, 1991, by LESLIE W. EDWARDS.



Ginger Williams
Notary Public, State of Texas
My Commission Expires:

THE STATE OF TEXAS
COUNTY OF HOUSTON

This instrument was acknowledged before me this 16th day of January, 1991, by RONALD D. STUBBLEFIELD.



Kathy Key
Notary Public, State of Texas
My Commission Expires 2-12-93

FILED FOR RECORD
INDEXED

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MISSISSIPPI
COUNTY CLERK

THIRTY

THE STATE OF MISSISSIPPI
 COUNTY OF HANCOCK
 I, Clerk of the County Court of Hancock County, do hereby certify that the within and foregoing
 is a true and correct copy of the original as the same is on file in my office
 for recording this 16th day of January 2007
 and was duly recorded on the 16th day of January 2007
 at _____ o'clock _____ of the day
 in _____ at _____
 do hereby certify that the within and foregoing is a true and correct copy of the original as the same is on file in my office
 for recording this 16th day of January 2007



Samela Mitchell
 Hancock County Clerk
 Samela Mitchell

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RESTRICTIONS OF ENCHANTED ESTATES
SECTION C

STATE OF TEXAS)
COUNTY OF HOUSTON)

8

That Welco Construction, Inc. a Texas Corporation, acting herein by and through its duly authorized officer, as owner, does hereby adopt and impress the following restrictive covenants on the following described property, which is hereby designated as a separate and distinct subdivision:

1

All that certain tract or parcel of land lying and being situated in the City of Crockett, Houston County, Texas on the A.E. GOSSETT SURVEY, A-423, being part of a 43.026 acre tract described in a conveyance from Estate of A.B. Hervey, by Albert Eugene Hervey, Jr. to Marquerite T. Hervey Trust, dated March 23, 1986, recorded in Vol. 830, Page 537 of the Deed Records of Houston County, Texas and more particularly described as follows:

BEGINNING at a 5/8" iron rod found for corner on the northwest boundary line of a lot (called to be part of Crestwood Subd. Vol. 1, Page 119 MPR) described as Tract One in a conveyance from David Earl Evans and wife Patricia Ann Evans to A. C. Rains and wife, Pamela Rains, dated April 30, 1990, recorded in Vol. 931, Page 495 of the Deed Records of Houston County, Texas, said beginning corner being the most southerly corner of Lot D5 of the Glenbrook Valley Subdivision (recorded in Vol. 1A Page 122 of the Map and Plat Records of Houston County, Texas).

THENCE S 53 deg. 47' 59" W, 278.31 feet to 2 1/2" iron pipe found for corner, said corner being the most westerly corner of a lot (called to be part of Crestwood Subd.) described in a conveyance from W.G. Johnson, et al to Frank Towery, Sr. dated August 5, 1978, recorded in Vol. 612, Page 344 of the Deed Records of Houston County, Texas and the most northerly corner of a lot (called to be part of Crestwood Subd.) described in a conveyance from Mills Whitley, Jr. and wife, Billie L. Whitley to A.N. Sewall, Jr. and wife, Vivian M. Sewall, dated December 8, 1986, recorded in Vol. 847, Page 763 of the Deed Records of Houston County, Texas;

THENCE S 55 deg 6' 34" W, 277.72 feet to a 1/2" iron rod set for corner;

THENCE N 35 deg. 27' 29" W, 1046.60 feet to a 1/2" iron rod set for corner on the northwest boundary line of the 43.026 acre tract and the southeast boundary line of a tract conveyed to Crockett Independent School District and described as part of 9.86 acre tract recorded in Vol. 1015, Page 185 of the Deed Records of Houston County, Texas;

THENCE N 56 deg. 55' 35" E (called N 54 deg. 30' 00" E) 556.48 feet with the northwest boundary line of the 43.026 acre tract and the southeast boundary line of the Crockett ISD tract to a 1/2" iron rod found for corner at the base of a fence post on the west boundary line

of Lot 7 of the Enchanted Estates, Section B as recorded in Vol. 1A, Page 101 of the Map and Plat Records of Houston County, Texas;

THENCE S 35 deg. 27'29" E (REF), with the west boundary line of the Enchanted Estates, Section B, at 586.05 feet pass a 1/2" iron rod found for the southwest corner of Enchanted Estates, Section B and the most westerly northwest corner of the Glenbrook Valley Subdivision, Section No. 3 as recorded in Vol. 1A, Page 122 of the Map and Plat Records of Houston County, Texas and continuing for a total distance of 1022.60 feet to the place of BEGINNING, containing 13.226 acres.

THERE IS RESERVED a 20 foot utility easement adjacent to, parallel with and north of the south boundary line of the above described tract which was retained by the City of Crockett upon abandonment of Kennedy Street.

Welco Construction, Inc. hereby certifies that it has subdivided the above described land as shown by the map and plat of such subdivision, which map and plat have heretofore been filed in the Office of the County Clerk in Plat Records Volume 1A, Page 128, Houston County, Texas, which subdivision is and shall be known as ENCHANTED ESTATES, SECTION C.

For the benefit of itself as owner of the land in said subdivision, and for the use and benefit of present and subsequent owner or owners of any lot therein, as well as the use and benefit of all future owners thereof, the covenants as set out in Exhibit "A" attached hereto and made a part of, are made and adopted to run with the land as hereinafter set out.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing or to recover damages or any other remedy permissible by these restrictions or at law for such violation. The term parties, or party, does not include the architectural control committee hereinafter appointed by these restrictive covenants.

These covenants are to run with the land and shall be binding on all parties and all persons

claiming under them until February 18, 2029, at which time said covenants shall be automatically extended for successive period of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Executed this the 19th day of February, 2004.

WELCO CONSTRUCTION, INC.

Leslie W. Edwards
LESLIE W. EDWARDS, President

Alvin T. Kiel and Ruth Kiel, hereby joins these Restrictive Covenants as mortgagee for the purpose of subordinating its lien thereto.

Alvin T. Kiel
ALVIN T. KIEL

Ruth Kiel
RUTH KIEL

STATE OF TEXAS

COUNTY OF HOUSTON

This instrument was acknowledged before me this the 19th day of February, 2004 by LESLIE W. EDWARDS, President of WELCO CONSTRUCTION, INC. A Texas Corporation on behalf of said Corporation and in the capacity as therein stated.

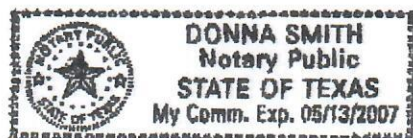


Donna Smith
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HOUSTON

This instrument was acknowledged before me this the 19th day of February, 2004 by ALVIN T. KIEL and RUTH KIEL.



Donna Smith
Notary Public, State of Texas

040718

EXHIBIT "A"

COVENANTS

Single-Family Residential Lots. Lots in ENCHANTED ESTATES, SECTION C, shall be known and described as single-family residential lots.

ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and a plot plan showing the location of the structures have been approved by the Architectural Control Committee as to general compatibility of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, places, or altered, the Architectural Control Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear, and side elevations on submitted plans. Considerations such as size, set back, cost and other specific objective requirements are separate and apart from the function of the Architectural Control Committee. The committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular designs or appearances from being built in the subdivision.

ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP AND PROCEDURE. The initial Architectural Control Committee is composed of Leslie W. Edwards. A majority of the committee may elect successors, in the event of resignation or vacancy, or designate a representative to act for it at any time or for any period. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor; a resignation is effective when given in writing to the remaining members of the Architectural Control Committee, or its successors. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative and requirement of this covenant shall cease on and after April 1, 1995; provided, however, that at any time the then record owners of a majority of the lots in this subdivision shall have the power through a duly recorded instrument to extend the period during which the committee shall exercise the powers and duties herein defined. The committee's approval or disapproval as required in these covenants shall be in writing. In the event this committee, or its designated representative, fails to approve or disapprove within twenty (20) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be

deemed to have been fully complied with. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such committee be subject to any suit by anyone for damages.

DWELLING QUALITY, AND SIZE. No dwelling exclusive of garages, open porches, or patios shall be permitted on any lot in this subdivision, unless the minimum floor area of the main structure, measured to the outside of the exterior walls, exclusive of garages, open porches, patios and detached accessory buildings, shall be not less than 1,700 square feet for one-story dwellings, and 2,200 square feet for split level and multi-level dwellings.

MINIMUM MASONRY 75%. For all purposes of these Restrictive Covenants, masonry includes stucco and all materials commonly referred to in the Houston County, Texas building industry as masonry. A minimum of 75% of the first floor wall area to top of first floor window height and exclusive of openings shall be of masonry or masonry veneer construction, but in no case shall there be less than front and two sides masonry, except that split-level and multi-level construction may be waived by the Architectural Control Committee should the plans and specifications so indicate and the plans and specification be approved as presented without conditions attached.

TWO CAR CARPORT GARAGE REQUIRED. Each dwelling constructed in this subdivision shall have a garage or carport suitable for parking two (2) standard size automobiles, which conforms in design and materials with the main structure.

Driveways. All driveways in the subdivision shall be surfaced with concrete, asphalt or other similar substance. The decision of Architectural Control Committee to allow a variance in driveway location is final.

Boat and Trailer Parking. No boat, trailer, camper body or similar vehicle shall be parked for storage in the driveway or front of yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling unless parked to the rear of a screen fence.

Building Location. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any

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lot nearer than twenty-five (25') feet to the front lot line, nor nearer than ten (10') feet to an interior lot line. No dwelling shall be located on any lot nearer than twenty (20') feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches, shall not be considered as a part of a building.

Waiver of Front Setback Requirements. With written approval of the Architectural Control Committee, any building may be located further back from the front property line of a lot than provided in Paragraph 9, where in the opinion of said committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Garage locations may vary upon the approval of the Architectural Control Committee. Should the plot plan or plat showing location of the proposed structure indicate on its face that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variance.

Basements. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. By acceptance of a deed to any one or more of the above lots, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot conveyed by deed, including the keeping of weeds and grass mowed within such area.

Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Signs. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

No Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor

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shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

No Livestock or Poultry. 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.

Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction.

No Individual Water Supply. No individual water supply system shall be permitted on any lot.

No Individual Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

Fences. No fence, wall or hedge shall be built or maintained forward of the front building set back line.

Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points (twenty-five (25) feet) from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Radio and Television Antenna. Any radio, television, or satellite antenna, shall not extend more than twenty-five (25) feet above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten (10) feet to the front wall line of the respective dwelling.

Lot Maintenance. The owners or occupants of all lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.

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RATIFICATION TO RESTRICTIONS OF ENCHANTED ESTATES
SECTION C

THE STATE OF TEXAS
COUNTY OF HOUSTON

We, ROBERT E. DAVIES and ALICE J. DAVIES, hereby ratify and confirm the foregoing Restrictions of Enchanted Estates, Section C dated February 18, 2004.

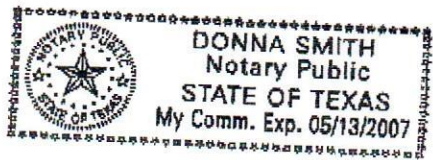
Robert E. Davies / Alice J. Davies Poa.
ROBERT E. DAVIES

Alice J. Davies
ALICE J. DAVIES

STATE OF TEXAS
COUNTY OF HOUSTON

This instrument was acknowledged before me this the 19th day of February, 2004 by ROBERT E. DAVIES and ALICE J. DAVIES.

Donna Smith
Notary Public, State of Texas
My Commission Expires: 5-13-2007
Typed Name of Notary
DONNA SMITH



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RATIFICATION TO RESTRICTIONS OF ENCHANTED ESTATES
SECTION C

THE STATE OF TEXAS

COUNTY OF HOUSTON

We, JOHN R. BRANNEN and BETTY BRANNEN, hereby ratify and confirm the foregoing Restrictions of Enchanted Estates, Section C dated February 18, 2004.

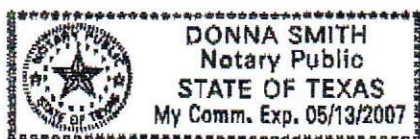
John R. Brannen
JOHN R. BRANNEN

Betty Brannen
BETTY BRANNEN

STATE OF TEXAS

COUNTY OF HOUSTON

This instrument was acknowledged before me this the 19th day of February, 2004 by JOHN R. BRANNEN and BETTY BRANNEN.



Donna Smith
Notary Public, State of Texas
My Commission Expires: 5-13-2004
Typed Name of Notary
Donna Smith

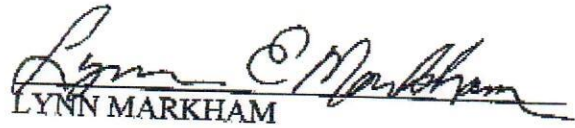
040710

RATIFICATION TO RESTRICTIONS OF ENCHANTED ESTATES
SECTION C

THE STATE OF TEXAS

COUNTY OF HOUSTON

We, LYNN MARKHAM and TONYA MARKHAM, hereby ratify and confirm the foregoing Restrictions of Enchanted Estates, Section C dated February 18, 2004.

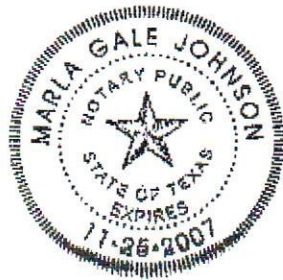

LYNN MARKHAM

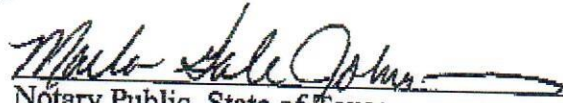

TONYA MARKHAM

STATE OF TEXAS

COUNTY OF HOUSTON

This instrument was acknowledged before me this the 20 day of FEBRUARY, 2004 by LYNN MARKHAM and TONYA MARKHAM.




Notary Public, State of Texas
My Commission Expires: 11-25-07
Typed Name of Notary

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RATIFICATION TO RESTRICTIONS OF ENCHANTED ESTATES
SECTION C

THE STATE OF TEXAS
COUNTY OF HOUSTON

We, FRANCES R. BROCK, hereby ratify and confirm the foregoing Restrictions of Enchanted Estates, Section C dated February 18, 2004.

Frances R Brock
FRANCES R. BROCK

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STATE OF TEXAS
COUNTY OF HOUSTON

This instrument was acknowledged before me this the 19th day of February, 2004 by FRANCES R. BROCK.

Donna Smith
Notary Public, State of Texas
My Commission Expires: 5-13-2007
Typed Name of Notary
DONNA Smith



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RATIFICATION TO RESTRICTIONS OF ENCHANTED ESTATES
SECTION C

THE STATE OF TEXAS

COUNTY OF HOUSTON

We, CHARLES MICHAEL SHANKS and PAYTON LYNN SHANKS, hereby ratify and confirm the foregoing Restrictions of Enchanted Estates, Section C dated February 18, 2004.

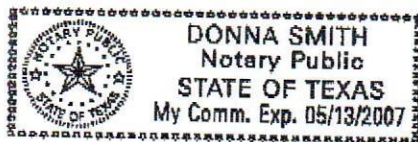
C Michael Shanks
CHARLES MICHAEL SHANKS
Payton Shanks
PAYTON LYNN SHANKS

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STATE OF TEXAS

COUNTY OF HOUSTON

This instrument was acknowledged before me this the 19th day of February, 2004 by CHARLES MICHAEL SHANKS and PAYTON LYNN SHANKS.



Donna Smith
Notary Public, State of Texas
My Commission Expires: 5-13-2004
Typed Name of Notary
Donna Smith

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RATIFICATION TO RESTRICTIONS OF ENCHANTED ESTATES
SECTION C

THE STATE OF TEXAS
COUNTY OF HOUSTON

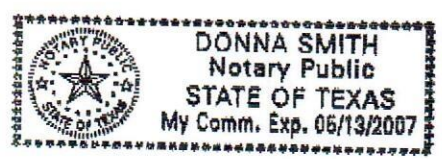
We, DOUGLAS TIMOTHY McDONALD AND TINA R. McDONALD, hereby ratify and confirm the foregoing Restrictions of Enchanted Estates, Section C dated February 18, 2004.

Douglas Timothy McDonald
DOUGLAS TIMOTHY McDONALD

Tina R. McDonald
TINA R. McDONALD

STATE OF TEXAS
COUNTY OF HOUSTON

This instrument was acknowledged before me this the 21 day of Feb, 2004 by DOUGLAS TIMOTHY McDONALD and TINA R. McDONALD.



Donna Smith
Notary Public, State of Texas
My Commission Expires: 5-13-2007
Typed Name of Notary
Donna Smith

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RATIFICATION TO RESTRICTIONS OF ENCHANTED ESTATES
SECTION C

THE STATE OF TEXAS

COUNTY OF HOUSTON

We, PATRICIA LUCAS, as ^{pl- Executive} Vice President of FIRST STATE BANK and as lienholder on Lot 1, Block 5 and Lot 1, Block 2, Section C, hereby ratify and confirm the foregoing Restrictions of Enchanted Estates, Section C dated February 18, 2004.

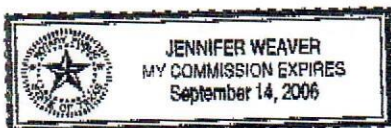
FIRST STATE BANK

By: Patricia Lucas
Patricia Lucas, Vice President
Executive

STATE OF TEXAS

COUNTY OF HOUSTON

This instrument was acknowledged before me this the 19th day of February, 2004 by PATRICIA LUCAS, as ^{Executive} Vice-President of FIRST STATE BANK a Banking Corporation and on behalf of said corporation in the capacity as therein stated.



Jennifer Weaver
Notary Public, State of Texas
My Commission Expires: 09/14/06
Typed Name of Notary
JENNIFER WEAVER

STATE OF TEXAS COUNTY OF HOUSTON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Image records of Houston County, Texas as stamped hereon by me.
Honorable Bridget Lamb, County Clerk
Houston County, Texas
This document has been received by this Office for Recording. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.

February 24, 2004 - 09:27 A
Accepted for Filing in Houston County, Texas
by Bridget Lamb, County Clerk