

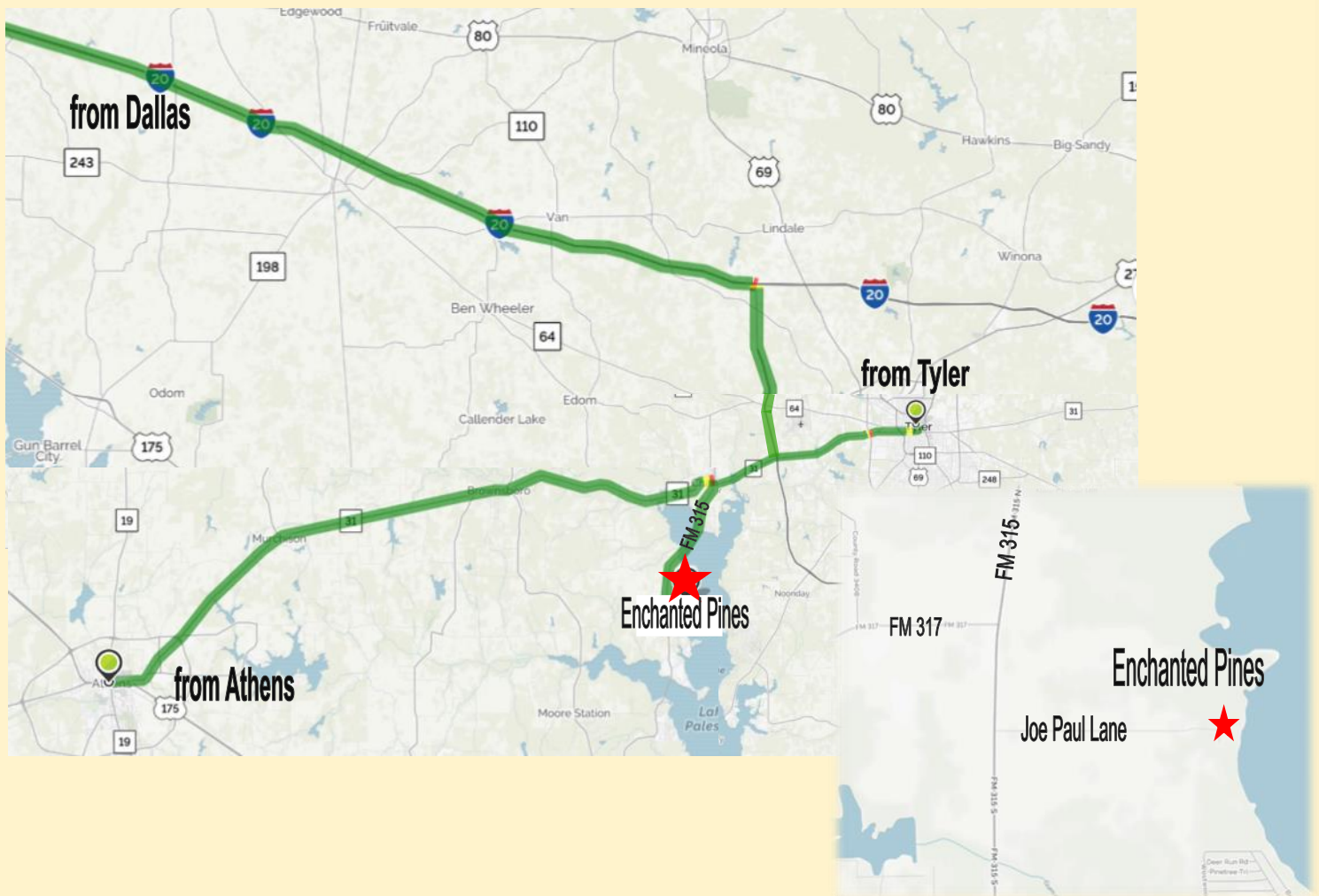


Discover a beautiful retreat. The open water of Lake Palestine just south of Chandler, TX, and a short drive west of Tyler, TX. Specializing in tremendous views, towering pines and rolling terrain in a convenient, tranquil setting. Home sites have been masterfully crafted and designed for privacy, beauty and enjoyment. Quality restrictions were created for those who want a casual weekend place or a permanent home. Get away to a rustic, comfortable setting on fabulous Lake Palestine.

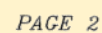
Lot 6 Plase I - Beautiful .73 acre waterfront wooded lot, approximately 500 sq. ft. boat storage with full bath, RV hook ups, 30' x 59' boathouse covered with 3 stalls, 6' x 94' pier, storage closet and sundeck. Wonderful views with all utilities available.



*** POA dues are \$200 annually for lot only; \$300 annually for lot & home.**
Ingress/Egress Fees: Upper Neches River Municipal Water Authority fees & charges vary depending on improvements. For more information about Lake Palestine Rules & Regulations please contact our office.



ENCHANTED PINES
ON LAKE PALESTINE



LOT 6 ENCHANTED PINES PHASE I
21529 JOE PAUL LANE
.73 ACRE WATERFRONT LOT
CHANDLER, HENDERSON COUNTY, TX

I. Location: 21529 Joe Paul Lane, Chandler, TX 75758

Directions: From Chandler take FM 315 S past FM 317 intersection approx. 1/4 mile to Gayle Ridge Lane, turn left & follow Gayle Ridge to cul de sac, see Enchanted Pines gate on right, go thru gate to 6th lot on left.

II. Asking Price: [See Website](#)

III. Financing Information:

- A. Existing - Treat as clear
- B. Terms:
 - 1. Cash
 - 2. Third Party Financing

IV. Property Description:

- A. Improvements:
 - 1. Boat Storage Building
 - a. Approximately 500 sq. ft.
 - b. Full bath
 - c. Frame construction
 - d. Electricity, water and septic
 - 2. Boathouse:
 - a. Approximately 30' x 59'
 - b. 6' x 94' Extended pier from land
 - c. 3 covered slips
 - d. Electricity
 - e. Sun deck
 - f. Storage room
 - 3. RV Hookups
- B. Terrain:
 - 1. Soil - Sandy loam & clay
 - 2. Sloped to waterfront
 - 3. Heavily treed
- C. Water frontage:
 - 1. Approximately 97'
- D. Water sources:
 - 1. Lake Palestine waterfront
 - 2. 3 Communities Co-Op Water
- E. Other information:
 - 1. Electric - TVEC
 - 2. Sewer - Standard Septic

***Note:** *Broker does not warrant utilities. Broker advises any prospective Buyer to verify availability of utilities with various utility companies.*

- 3. Easements - Subject to all visible & apparent easements & any easements of record.
- 4. Restrictions - Subject to any restrictions of record

V. Taxing Authorities and Taxes:

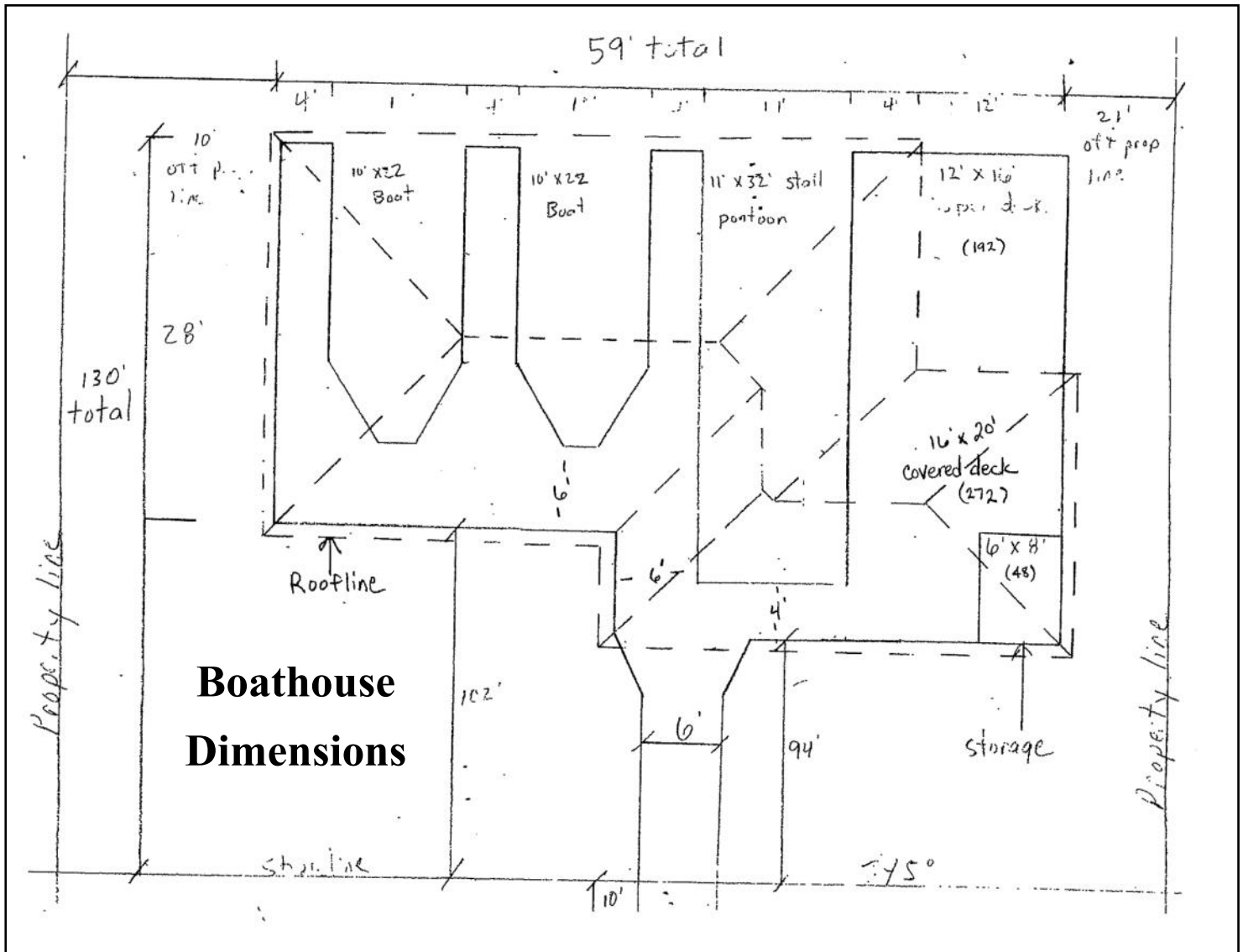
- A. Henderson County Road and General
- B. Brownsboro Independent School District
- C. Total Taxes: Approximately \$4,354 per year, per Henderson County Appraisal District

***Note:** *Prospective Buyer is hereby given notice that the property could be subject to a Roll Back tax and Broker advises any prospective Buyer to contact the Henderson County Appraisal District. Exemptions may apply.*

VI. Minerals:

- A. Oil and Gas - None go with sale. Owner to reserve all oil, gas, and liquid hydrocarbons owned. Subject to owner predecessors in title to all oil, gas and liquid hydrocarbons.
- B. Surface Minerals - Seller to convey 100% of all surface minerals owned. Surface minerals including but not limited to clay, lignite, iron ore, top soil, sulphur or any mineral which if mined is done by surface mining operations.

***Note:** *This material is based upon information which we, consider reliable, but because it has been supplied by third parties, we cannot represent that it is accurate or complete, and it should not be relied upon as such. This offering is subject to errors, omissions, change of price or withdrawal without notice.*







**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR ENCHANTED PINES ON LAKE PALESTINE
PHASE I, PHASE II, AND PHASE III**

Preamble

This First Amended Declaration of Covenants, Conditions, and Restrictions is made on the 30TH day of April, 2020, by Leagueville Enterprises, LLC ("Declarant"), whose mailing address is P.O. Box 350, Athens, Texas 75751.

Recitals

WHEREAS, on the 18th day of April 2018, Leagueville Enterprises, LLC ("Declarant"), filed an instrument in the Official Records of Henderson County, Texas under Document No. 2018-00005397, entitled Declaration of Covenants for All Waterfront Lots and Acreage Parcel of Land in Enchanted Pines on Lake Palestine Phase 1 (hereinafter referred to as "the First Covenants") to which reference is hereby made for all purposes; and

WHEREAS, on the 26th day of July 2018, Leagueville Enterprises, LLC, filed an instrument in the Official Records of Henderson County, Texas under Document No. 2018-00010504, entitled Declaration of Covenants, Conditions, and Restrictions for Enchanted Pines on Lake Palestine Phase I (hereinafter referred to as "the Second Covenants") to which reference is hereby made for all purposes; and

WHEREAS, on the 6th day of May, 2019, Leagueville Enterprises, LLC, filed an instrument in the Official Records of Henderson County, Texas under Document No. 2019-00006305, entitled Declaration of Covenants, Conditions, and Restrictions for Enchanted Pines on Lake Palestine Phase I and Phase II (hereinafter referred to as "the Third Covenants") to which reference is hereby made for all purposes; and

WHEREAS, on the 24th day of February, 2020, Leagueville Enterprises, LLC, filed an instrument in the Official Records of Henderson County, Texas under Document No. 2020-00002849, entitled Declaration of Covenants, Conditions, and Restrictions for Enchanted Pines on Lake Palestine Phase I, Phase II, and Phase III (hereinafter referred to as "the Fourth Covenants") to which reference is hereby made for all purposes (the restrictions executed on April 18, 2018, July 26, 2018, May 6, 2019, and February 24, 2020 collectively referred to herein as "the Covenants"); and

WHEREAS, within Paragraph XXII of the First Covenants the power and authority were reserved to amend those covenants by 2/3rds of the then owners of the to the Subdivision; and

WHEREAS, within Paragraph 7.04 of the Second Covenants, Third Covenants, and Fourth Covenants, the power and authority were reserved to amend those covenants by the Declarant for so long as it owned a lot in the subdivision; and

WHEREAS, the Declarant still owns a lot in the subdivision; and

WHEREAS, in the Third Covenants, the undersigned further added additional lands (Phase III) presently owned by Leagueville Enterprises, LLC to be a part of the property to be included in these covenants; and

WHEREAS, the undersigned wish to further clarify Paragraph 4.03(a) entitled Setbacks/Re-Subdivision or Consolidation.

NOW, THEREFORE, the Covenants are completely replaced by these covenants as they are amended and restated in full as follows:

This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the undersigned desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1

Definitions

Developer

1.1. "Developer" means Declarant and its successors and assigns who acquire more than four (4) undeveloped Lots from Declarant for the purpose of development.

Lot

1.2. "Lot" means any of the plots of land shown on any plat and subdivision map for the Property recorded in the Official Records/Plat Records of Henderson County, Texas (the "Map") on which there is or will be built a single-family dwelling.

Owner

1.3. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single-family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

Qualified Person

1.4. A "qualified person" means a person who is a licensed architect, landscape architect, licensed general contractor, or city planner, or member of the Board.

Common Area

1.5. "Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration.

Association

1.6. "Association" means an unincorporated association (but at the option of the Owners may be converted to a non-profit organization) consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

Board

1.7. "Board" means the Board of Directors of the Association.

Subdivision

1.8. "Subdivision" means all Lots contained within the Property described herein known as follows:

- (a) Enchanted Pines on Lake Palestine Phase 1, filed of record in Cabinet G, Slide 51 of the Plat Records of Henderson County, Texas ("Phase I");
- (b) Enchanted Pines on Lake Palestine Phase II, filed of record in Cabinet G, Slide 129 of the Plat Records of Henderson County, Texas ("Phase II"); and
- (c) All that certain lot, tract, or parcel of land situated in the Eli Hillhouse Survey, Abstract 283, Henderson County, Texas, and being part of a called 21.32 acre tract described by deed recorded in Instrument 2017-00019270 of the Official Records

of Henderson County, Texas. Said tract or parcel of land being more fully described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod for the southwest corner of the above mentioned 21.32 acre tract and this tract;

THENCE with the line of directional control N01° 40' 03"W 448.37 feet to a set 1/2" iron rod for the northwest corner of this tract;

THENCE N88° 19' 57"E 413.71 feet to the centerline of Joe Paul Lane;

THENCE with said centerline S11° 37' 02"E 68.33 feet and S37° 31' 00"E 218.81 feet to an ell corner of this tract;

THENCE N49° 52' 00"E 30.03 feet to a set 1/2" iron rod located on the Upper Neches River Municipal Water Authority takeline;

THENCE with said takeline S37° 31' 00"E 122.00 feet to a set 1/2" iron rod, N52° 28' 30"E 92.00 feet, N27° 18' 30"E 85.50 feet, N30° 37' 30"E 168.00 feet to a set 1/2" iron rod, N61° 09' 30"E 81.90 feet to a set 1/2" iron rod, S56° 56' 30"E 265.00 feet and S29° 35' 35"E 196.98 feet to a found T-Bar for an angle corner of this tract;

THENCE S39° 59' 17"W 14.74 feet to a 2" pipe post and S02 41' 06"E 96.97 feet to a 2" fence corner post for the southeast corner of this tract;

THENCE S88° 23' 44"W 1229.20 feet to the place of beginning and containing 9.64 acres of land. ("Phase III").

ARTICLE 2

Architectural Control

Architectural Control Committee

2.1. Developer shall designate and appoint an Architectural Control Committee consisting of not less than two (2) qualified persons, which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot, the Architectural Control Committee shall serve at the pleasure of the Board.

Approval of Plans and Specifications

2.2. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) Any landscaping or grading of any Lot or Lots.

Application for Approval

2.3. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

Standard for Review

2.4. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Failure of Committee to Act

2.5. If the Architectural Control Committee fails either to approve or reject an application for proposed work within thirty (30) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

ARTICLE 3

Exterior Maintenance

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE 4
Use Restrictions and Architectural Standards

Residential Use Only

4.1. All Lots shall be used for single-family residential purposes only and shall not be used for commercial, industrial or professional use. The parking of commercial trucks, tractors or machinery on lots, except during the time of construction or for lawn maintenance is prohibited.

Design, Minimum Floor Area, and Exterior Walls

4.2. All dwellings constructed shall contain a minimum of 1,350 square feet living area, not exceeding two stories, with all garages opening to any side of the dwelling. No existing building or structure of any kind and no part of an existing building or structure shall be moved onto, placed on, or permitted to remain on, any lot; all construction must of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee, and no sheet metal, tar paper type roof or siding materials will be used for roofing on any structure, except for "R" panel, and all buildings shall be completely underpinned, with no piers or pilling exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee.

All outbuildings must be constructed of new materials and in keeping with the whole Subdivision. No more than one (1) building per Lot and/or combination of Lots and/or per residence will be allowed and it may not be more than 1,500 square feet. Existing buildings will be exempt from this provision.

Setbacks/Re-Subdivision or Consolidation

4.3. (a) All single-family dwellings and other buildings for all lots in the subdivision, except for Lot 1, shall be set back (a) from the front property line (line adjoining the roadway) a distance of not less than thirty (30) feet, (b) from the rear property line (line adjoining the lake) a distance of not less than fifty (50) feet, and (c) from any other property line a distance of not less than ten (10) feet. All single-family dwellings and other buildings for Lot 1 in the subdivision shall be set back (a) from the front property line (line adjoining the roadway) a distance of not less than thirty (30) feet, (b) from the rear property line (the west line of the lot) a distance of not less than fifty (50) feet, and (c) from any other property line a distance of not less than ten (10) feet; but the existing residence and building located on the Lot 1, or any replacement of them in the same location, are not subject to these setback provisions. "Side lot lines" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional Lots owned by Developer and/or the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional Lots

as one Lot, if the combined width of said contiguous whole and/or fractional Lots is at least one hundred and fifty (150) feet at the widest portion thereof, but no other use may be made of any Lot or fractional Lot to the extent it has been grouped to alter these minimum setback requirements. Lots may not be re-subdivided without 2/3 of the lot owners' approval. The owner of Lots 2 and 3 of Phase 1 has currently located a home on Lot 3 that is within the setback lines for that single lot, but specific authority is provided to the owner of Lots 2 and 3 for the home to be located in its current location. This variance shall not prohibit the owner of Lots 2 and 3 from separately selling either of these Lots.

(b) Notwithstanding the provisions stated in the preceding paragraph, the owner of Lot 7, Phase 1 shall be allowed to construct a swimming pool that is within the setback area described in the preceding paragraph. Such swimming pool is required to be an in-ground swimming pool constructed of gunite or similar material. No fiberglass or vinyl liner is allowed for the construction of this swimming pool.

Easements

4.4. Easements are reserved within seven and one-half (7.5) feet of the rear lines and within fifteen (15) feet of the front and seven and one-half (7.5) feet of the side lot lines, of all Lots under these Declarations for the construction, operation, and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephone, water lines, road drains, and other public and quasi-public use which at any time may interfere or threaten to interfere with the maintenance of such lines, which easement shall extend beyond said seven and one-half (7.5) to fifteen (15) feet with the right of ingress to and egress from across said premises to employees of said utilities, including without limitations, Trinity Valley Electric Cooperative, Inc., Three Communities Water Cooperative and CenturyLink Phone Company to the extent neither said construction, operation, nor maintenance of any of the items mentioned in the net preceding sentence has commenced along any respective Lot. "Said lines of all Lots", as used in this paragraph in respect to any two (2) or more contiguous whole and/or fractional Lots or acreage tracts owned by Developer and or the same person or persons and used as a single building site shall thereafter mean each and/or either of the two (2) outermost side lot lines considering and continuous whole and/or fractional Lots as one Lot, if the combined width of said contiguous whole and/or fractional Lot is at least one hundred fifty (150) feet at the widest portion thereof.

It is understood and agreed that it shall not be considered a violation of the provision of the easement if wires or cables by such pole lines pass over some portion of said Lots not within the easement as long as such lines do not hinder the construction of buildings on any Lots in this subdivision.

An easement is reserved in, over and under the front street-side fifteen (15) feet and side seven and one-half feet (7.5) feet of each lot, for utility installations and maintenance, including television cable service. No fences or improvements shall be constructed upon any utility easement established herein.

No easement herein established shall prohibit the current location of the residence and building located on Lot 1, and all easements are hereby declared to not exist for the areas where these structures exist for so long as the structures remain in place.

Noxious or Offensive Activities Prohibited

4.5. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.6. No trailer house, modular home, manufactured home, double wide, tiny house, shack or temporary structure of any kind shall be used for a residence or stored in the Subdivision for any other purpose than that of a small temporary structure that may be used for material and tool storage on any Lot where construction is in progress during the construction period only or for one year, whichever is less; nor shall any structure of any kind or nature whatsoever be moved in on said premises.

Signs

4.7. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Rubbish, Trash and Garbage

4.8. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris. Garbage cans or trash containers shall not be left in front yard except for a reasonable length of time for pickup.

Sewage Disposal

4.9. An approved septic tank must be installed for each residence and all sanitary plumbing and facilities must conform to the requirements of the Health Department of the County, the State of Texas and of the Texas Environmental Quality Control Board prior to occupancy.

Animals

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

Fences, Walls, Hedges, and Utility Meters

4.11. All backyard fencing shall be no more than five (5) feet high and shall not extend beyond the front corner of the house proper (street side), except the fence on the south line of Lots 24 and 25, Phase III shall be allowed to be up to nine (9) feet high.

ARTICLE FIVE

Easements

Reservation of Easements

5.1. All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

Electrical System

5.2. An electricity distribution system shall be installed to serve all Lots in the subdivision. The Owner of each Lot, at the Owner's cost, shall furnish, install, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) a service cable and appurtenances from the meter installed on the Lot by the electric company to such point as may be designated by the company on the property line of the Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner, at the Owner's cost, shall install, furnish, and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the residence constructed on the Lot. For as long as service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

ARTICLE SIX

Association

Creation

6.1. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

Transfer of Membership

6.2. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

6.3. The Association shall initially be an unincorporated association, but may be later converted to a non-profit corporation at the option of the Owners.

Membership Voting, Elections, and Meetings

6.4. Each Owner shall have one vote. There shall be at least one meeting of the membership semiannually. At that meeting, the Owners shall elect a Board consisting of three directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Duties and Powers of Board

6.5. Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.

(f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.

(g) To establish and collect special assessments for capital improvements or other purposes.

(h) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.

(i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.

(j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.

(k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.

(l) To hold regular meetings of the Board at least semiannually.

(m) To manage and maintain all of the Common Area in a state of high quality and in good repair.

(n) To pay taxes and assessments that are or could become a lien on the Common Area.

(o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

ARTICLE SEVEN

General Provisions

Enforcement

7.1. The Developer or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

7.2. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running with the Land

7.3. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

7.4. (a) The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 70 percent of the Owners.

(b) For the following items the covenants, conditions, and restrictions of this Declaration may be amended by the Developer at any time it continues to own a Lot:

(i) Only for Lot 16, Phase II, and for all the Lots of Phase III the developer may amend these covenants, conditions and restrictions for the purpose of altering set-back lines for those Lots, to approve of all platting procedures, any replats, and to alter all easements on those Lots.

(c) Thereafter, the covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners.

(d) Neither any amendment nor any termination shall be effective until recorded in the Official Records of Henderson County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

7.5. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

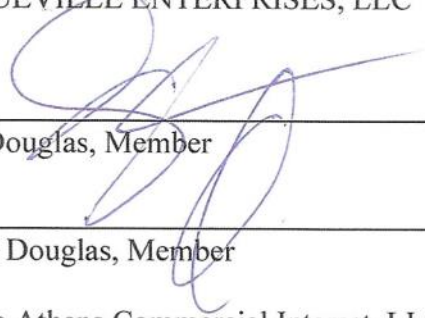
Liberal Interpretation

7.6. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed on the date of acknowledgement as listed below.

LEAGUEVILLE ENTERPRISES, LLC

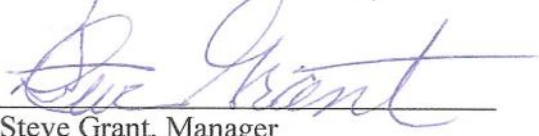
By:


Drew Douglas, Member

Damon Douglas, Member

Historic Athens Commercial Interest, LLC

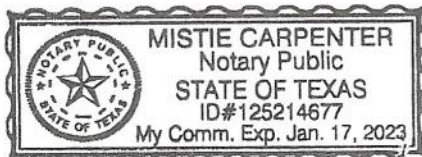
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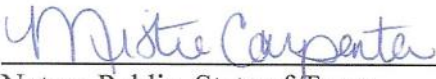

Steve Grant, Manager

STATE OF TEXAS)

COUNTY OF HENDERSON)

This instrument was acknowledged before me on the 30 day of April, 2020, by Drew Douglas, member of Leagueville Enterprises, LLC, on behalf of said company, and in the capacity herein stated.

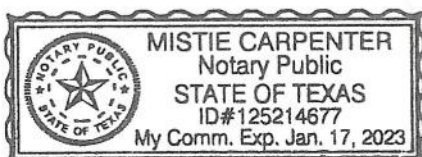


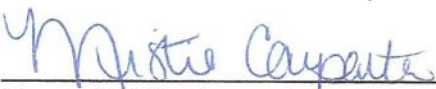

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF HENDERSON)

This instrument was acknowledged before me on the 30 day of April, 2020, by Damon Douglas, member of Leagueville Enterprises, LLC, on behalf of said company, and in the capacity herein stated.

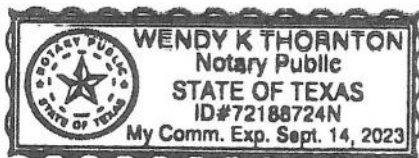



Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF HENDERSON)

This instrument was acknowledged before me on the 30TH day of April, 2020, by Steve Grant, Manager of Historic Athens Commercial Interest, LLC, a member of Leagueville Enterprises, LLC, on behalf of said company, and in the capacity herein stated.



Wendy K Thornton
Notary Public, State of Texas

**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR ENCHANTED PINES ON LAKE PALESTINE
PHASE I, PHASE II, AND PHASE III**

Preamble

This First Amended Declaration of Covenants, Conditions, and Restrictions is made on the 30TH day of April, 2020, by Leagueville Enterprises, LLC ("Declarant"), whose mailing address is P.O. Box 350, Athens, Texas 75751.

Recitals

WHEREAS, on the 18th day of April 2018, Leagueville Enterprises, LLC ("Declarant"), filed an instrument in the Official Records of Henderson County, Texas under Document No. 2018-00005397, entitled Declaration of Covenants for All Waterfront Lots and Acreage Parcel of Land in Enchanted Pines on Lake Palestine Phase 1 (hereinafter referred to as "the First Covenants") to which reference is hereby made for all purposes; and

WHEREAS, on the 26th day of July 2018, Leagueville Enterprises, LLC, filed an instrument in the Official Records of Henderson County, Texas under Document No. 2018-00010504, entitled Declaration of Covenants, Conditions, and Restrictions for Enchanted Pines on Lake Palestine Phase I (hereinafter referred to as "the Second Covenants") to which reference is hereby made for all purposes; and

WHEREAS, on the 6th day of May, 2019, Leagueville Enterprises, LLC, filed an instrument in the Official Records of Henderson County, Texas under Document No. 2019-00006305, entitled Declaration of Covenants, Conditions, and Restrictions for Enchanted Pines on Lake Palestine Phase I and Phase II (hereinafter referred to as "the Third Covenants") to which reference is hereby made for all purposes; and

WHEREAS, on the 24th day of February, 2020, Leagueville Enterprises, LLC, filed an instrument in the Official Records of Henderson County, Texas under Document No. 2020-00002849, entitled Declaration of Covenants, Conditions, and Restrictions for Enchanted Pines on Lake Palestine Phase I, Phase II, and Phase III (hereinafter referred to as "the Fourth Covenants") to which reference is hereby made for all purposes (the restrictions executed on April 18, 2018, July 26, 2018, May 6, 2019, and February 24, 2020 collectively referred to herein as "the Covenants"); and

WHEREAS, within Paragraph XXII of the First Covenants the power and authority were reserved to amend those covenants by 2/3rds of the then owners of the to the Subdivision; and

WHEREAS, within Paragraph 7.04 of the Second Covenants, Third Covenants, and Fourth Covenants, the power and authority were reserved to amend those covenants by the Declarant for so long as it owned a lot in the subdivision; and

WHEREAS, the Declarant still owns a lot in the subdivision; and

WHEREAS, in the Third Covenants, the undersigned further added additional lands (Phase III) presently owned by Leagueville Enterprises, LLC to be a part of the property to be included in these covenants; and

WHEREAS, the undersigned wish to further clarify Paragraph 4.03(a) entitled Setbacks/Re-Subdivision or Consolidation.

NOW, THEREFORE, the Covenants are completely replaced by these covenants as they are amended and restated in full as follows:

This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the undersigned desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1

Definitions

Developer

1.1. "Developer" means Declarant and its successors and assigns who acquire more than four (4) undeveloped Lots from Declarant for the purpose of development.

Lot

1.2. "Lot" means any of the plots of land shown on any plat and subdivision map for the Property recorded in the Official Records/Plat Records of Henderson County, Texas (the "Map") on which there is or will be built a single-family dwelling.

Owner

1.3. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single-family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

Qualified Person

1.4. A "qualified person" means a person who is a licensed architect, landscape architect, licensed general contractor, or city planner, or member of the Board.

Common Area

1.5. "Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration.

Association

1.6. "Association" means an unincorporated association (but at the option of the Owners may be converted to a non-profit organization) consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

Board

1.7. "Board" means the Board of Directors of the Association.

Subdivision

1.8. "Subdivision" means all Lots contained within the Property described herein known as follows:

- (a) Enchanted Pines on Lake Palestine Phase I, filed of record in Cabinet G, Slide 51 of the Plat Records of Henderson County, Texas ("Phase I");
- (b) Enchanted Pines on Lake Palestine Phase II, filed of record in Cabinet G, Slide 129 of the Plat Records of Henderson County, Texas ("Phase II"); and
- (c) All that certain lot, tract, or parcel of land situated in the Eli Hillhouse Survey, Abstract 283, Henderson County, Texas, and being part of a called 21.32 acre tract described by deed recorded in Instrument 2017-00019270 of the Official Records

of Henderson County, Texas. Said tract or parcel of land being more fully described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod for the southwest corner of the above mentioned 21.32 acre tract and this tract;

THENCE with the line of directional control N01° 40' 03"W 448.37 feet to a set 1/2" iron rod for the northwest corner of this tract;

THENCE N88° 19' 57"E 413.71 feet to the centerline of Joe Paul Lane;

THENCE with said centerline S11° 37' 02"E 68.33 feet and S37° 31' 00"E 218.81 feet to an ell corner of this tract;

THENCE N49° 52' 00"E 30.03 feet to a set 1/2" iron rod located on the Upper Neches River Municipal Water Authority takeline;

THENCE with said takeline S37° 31' 00"E 122.00 feet to a set 1/2" iron rod, N52° 28' 30"E 92.00 feet, N27° 18' 30"E 85.50 feet, N30° 37' 30"E 168.00 feet to a set 1/2" iron rod, N61° 09' 30"E 81.90 feet to a set 1/2" iron rod, S56° 56' 30"E 265.00 feet and S29° 35' 35"E 196.98 feet to a found T-Bar for an angle corner of this tract;

THENCE S39° 59' 17"W 14.74 feet to a 2" pipe post and S02 41' 06"E 96.97 feet to a 2" fence corner post for the southeast corner of this tract;

THENCE S88° 23' 44"W 1229.20 feet to the place of beginning and containing 9.64 acres of land. ("Phase III").

ARTICLE 2

Architectural Control

Architectural Control Committee

2.1. Developer shall designate and appoint an Architectural Control Committee consisting of not less than two (2) qualified persons, which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot, the Architectural Control Committee shall serve at the pleasure of the Board.

Approval of Plans and Specifications

2.2. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) Any landscaping or grading of any Lot or Lots.

Application for Approval

2.3. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

Standard for Review

2.4. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Failure of Committee to Act

2.5. If the Architectural Control Committee fails either to approve or reject an application for proposed work within thirty (30) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

ARTICLE 3

Exterior Maintenance

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE 4
Use Restrictions and Architectural Standards

Residential Use Only

4.1. All Lots shall be used for single-family residential purposes only and shall not be used for commercial, industrial or professional use. The parking of commercial trucks, tractors or machinery on lots, except during the time of construction or for lawn maintenance is prohibited.

Design, Minimum Floor Area, and Exterior Walls

4.2. All dwellings constructed shall contain a minimum of 1,350 square feet living area, not exceeding two stories, with all garages opening to any side of the dwelling. No existing building or structure of any kind and no part of an existing building or structure shall be moved onto, placed on, or permitted to remain on, any lot; all construction must of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee, and no sheet metal, tar paper type roof or siding materials will be used for roofing on any structure, except for "R" panel, and all buildings shall be completely underpinned, with no piers or pilling exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee.

All outbuildings must be constructed of new materials and in keeping with the whole Subdivision. No more than one (1) building per Lot and/or combination of Lots and/or per residence will be allowed and it may not be more than 1,500 square feet. Existing buildings will be exempt from this provision.

Setbacks/Re-Subdivision or Consolidation

4.3. (a) All single-family dwellings and other buildings for all lots in the subdivision, except for Lot 1, shall be set back (a) from the front property line (line adjoining the roadway) a distance of not less than thirty (30) feet, (b) from the rear property line (line adjoining the lake) a distance of not less than fifty (50) feet, and (c) from any other property line a distance of not less than ten (10) feet. All single-family dwellings and other buildings for Lot 1 in the subdivision shall be set back (a) from the front property line (line adjoining the roadway) a distance of not less than thirty (30) feet, (b) from the rear property line (the west line of the lot) a distance of not less than fifty (50) feet, and (c) from any other property line a distance of not less than ten (10) feet; but the existing residence and building located on the Lot 1, or any replacement of them in the same location, are not subject to these setback provisions. "Side lot lines" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional Lots owned by Developer and/or the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional Lots

as one Lot, if the combined width of said contiguous whole and/or fractional Lots is at least one hundred and fifty (150) feet at the widest portion thereof, but no other use may be made of any Lot or fractional Lot to the extent it has been grouped to alter these minimum setback requirements. Lots may not be re-subdivided without 2/3 of the lot owners' approval. The owner of Lots 2 and 3 of Phase 1 has currently located a home on Lot 3 that is within the setback lines for that single lot, but specific authority is provided to the owner of Lots 2 and 3 for the home to be located in its current location. This variance shall not prohibit the owner of Lots 2 and 3 from separately selling either of these Lots.

(b) Notwithstanding the provisions stated in the preceding paragraph, the owner of Lot 7, Phase 1 shall be allowed to construct a swimming pool that is within the setback area described in the preceding paragraph. Such swimming pool is required to be an in-ground swimming pool constructed of gunite or similar material. No fiberglass or vinyl liner is allowed for the construction of this swimming pool.

Easements

4.4. Easements are reserved within seven and one-half (7.5) feet of the rear lines and within fifteen (15) feet of the front and seven and one-half (7.5) feet of the side lot lines, of all Lots under these Declarations for the construction, operation, and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephone, water lines, road drains, and other public and quasi-public use which at any time may interfere or threaten to interfere with the maintenance of such lines, which easement shall extend beyond said seven and one-half (7.5) to fifteen (15) feet with the right of ingress to and egress from across said premises to employees of said utilities, including without limitations, Trinity Valley Electric Cooperative, Inc., Three Communities Water Cooperative and CenturyLink Phone Company to the extent neither said construction, operation, nor maintenance of any of the items mentioned in the net preceding sentence has commenced along any respective Lot. "Said lines of all Lots", as used in this paragraph in respect to any two (2) or more contiguous whole and/or fractional Lots or acreage tracts owned by Developer and or the same person or persons and used as a single building site shall thereafter mean each and/or either of the two (2) outermost side lot lines considering and continuous whole and/or fractional Lots as one Lot, if the combined width of said contiguous whole and/or fractional Lot is at least one hundred fifty (150) feet at the widest portion thereof.

It is understood and agreed that it shall not be considered a violation of the provision of the easement if wires or cables by such pole lines pass over some portion of said Lots not within the easement as long as such lines do not hinder the construction of buildings on any Lots in this subdivision.

An easement is reserved in, over and under the front street-side fifteen (15) feet and side seven and one-half feet (7.5) feet of each lot, for utility installations and maintenance, including television cable service. No fences or improvements shall be constructed upon any utility easement established herein.

No easement herein established shall prohibit the current location of the residence and building located on Lot 1, and all easements are hereby declared to not exist for the areas where these structures exist for so long as the structures remain in place.

Noxious or Offensive Activities Prohibited

4.5. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.6. No trailer house, modular home, manufactured home, double wide, tiny house, shack or temporary structure of any kind shall be used for a residence or stored in the Subdivision for any other purpose than that of a small temporary structure that may be used for material and tool storage on any Lot where construction is in progress during the construction period only or for one year, whichever is less; nor shall any structure of any kind or nature whatsoever be moved in on said premises.

Signs

4.7. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Rubbish, Trash and Garbage

4.8. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris. Garbage cans or trash containers shall not be left in front yard except for a reasonable length of time for pickup.

Sewage Disposal

4.9. An approved septic tank must be installed for each residence and all sanitary plumbing and facilities must conform to the requirements of the Health Department of the County, the State of Texas and of the Texas Environmental Quality Control Board prior to occupancy.

Animals

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

Fences, Walls, Hedges, and Utility Meters

4.11. All backyard fencing shall be no more than five (5) feet high and shall not extend beyond the front corner of the house proper (street side), except the fence on the south line of Lots 24 and 25, Phase III shall be allowed to be up to nine (9) feet high.

ARTICLE FIVE

Easements

Reservation of Easements

5.1. All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

Electrical System

5.2. An electricity distribution system shall be installed to serve all Lots in the subdivision. The Owner of each Lot, at the Owner's cost, shall furnish, install, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) a service cable and appurtenances from the meter installed on the Lot by the electric company to such point as may be designated by the company on the property line of the Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner, at the Owner's cost, shall install, furnish, and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the residence constructed on the Lot. For as long as service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

ARTICLE SIX

Association

Creation

6.1. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

Transfer of Membership

6.2. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

6.3. The Association shall initially be an unincorporated association, but may be later converted to a non-profit corporation at the option of the Owners.

Membership Voting, Elections, and Meetings

6.4. Each Owner shall have one vote. There shall be at least one meeting of the membership semiannually. At that meeting, the Owners shall elect a Board consisting of three directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Duties and Powers of Board

6.5. Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.

(f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.

(g) To establish and collect special assessments for capital improvements or other purposes.

(h) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.

(i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.

(j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.

(k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.

(l) To hold regular meetings of the Board at least semiannually.

(m) To manage and maintain all of the Common Area in a state of high quality and in good repair.

(n) To pay taxes and assessments that are or could become a lien on the Common Area.

(o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

ARTICLE SEVEN

General Provisions

Enforcement

7.1. The Developer or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

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

Covenants Running with the Land

7.3. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

7.4. (a) The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 70 percent of the Owners.

(b) For the following items the covenants, conditions, and restrictions of this Declaration may be amended by the Developer at any time it continues to own a Lot:

(i) Only for Lot 16, Phase II, and for all the Lots of Phase III the developer may amend these covenants, conditions and restrictions for the purpose of altering set-back lines for those Lots, to approve of all platting procedures, any replats, and to alter all easements on those Lots.

(c) Thereafter, the covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners.

(d) Neither any amendment nor any termination shall be effective until recorded in the Official Records of Henderson County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

7.5. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Liberal Interpretation

7.6. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed on the date of acknowledgement as listed below.

LEAGUEVILLE ENTERPRISES, LLC

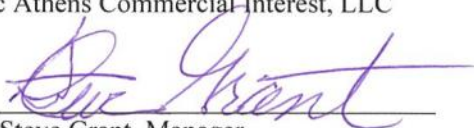
By:


Drew Douglas, Member

Damon Douglas, Member

Historic Athens Commercial Interest, LLC

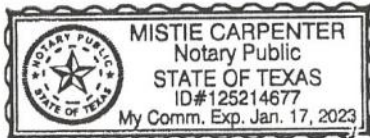
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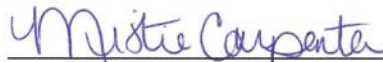

Steve Grant, Manager

STATE OF TEXAS)

COUNTY OF HENDERSON)

This instrument was acknowledged before me on the 30 day of April, 2020, by Drew Douglas, member of Leagueville Enterprises, LLC, on behalf of said company, and in the capacity herein stated.

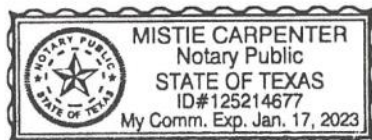



Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF HENDERSON)

This instrument was acknowledged before me on the 30 day of April, 2020, by Damon Douglas, member of Leagueville Enterprises, LLC, on behalf of said company, and in the capacity herein stated.

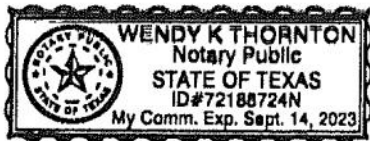



Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF HENDERSON)

This instrument was acknowledged before me on the 30TH day of April, 2020, by Steve Grant, Manager of Historic Athens Commercial Interest, LLC, a member of Leagueville Enterprises, LLC, on behalf of said company, and in the capacity herein stated.



Wendy K Thornton
Notary Public, State of Texas