

SUBD NAME / BLK MAGNOLIA BEND 2

MAGNOLIA BEND POA

MAGNOLIA BEND POA

P O BOX 1452

CONROE, TX 77305-1452

PHONE (936) 441-5191

CONTACT TAMMY GRACY

EMAIL MAGNOLIABENDPOA@YAHOO.COM

GENERAL INFORMATION ONLY:

FEES ARE VOLUNTARY AT \$50 PER FISCAL YEAR FROM OCTOBER - SEPTEMBER.

NO TRANSFER OR REFINANCE FEES ASSESSED.

DEED RESTRICTIONS ARE ENFORCED

***** ONLY VOLUNTARY FEES ARE ASSESSED BY THIS HOA *****





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STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, E. A. KELLY, TRUSTEE, owner of that certain Subdivision known and described as Magnolia Bend, Section Two, in Montgomery County, Texas, as shown by the plat of said Subdivision recorded under County Clerk's File No. 147755 in the Map Records of Montgomery County, Texas, do hereby create and establish the following restrictions, restrictive covenants and assessments affecting the use and occupancy of the lots and tracts in said Subdivision:

PART ONE

- (1) These restrictions and restrictive covenants constitute a general plan for the improvement of all of the property in the Subdivision and for the maintenance and preservation of its uniform desirable character and are to run with the land and shall be binding on all parties until July 1, 1982, at which time all such restrictions shall be automatically extended for consecutive periods of five (5) years each, unless, by vote of the then owners of the majority of the lots in such Subdivision, it is agreed to alter, amend or rescind the same in whole or in part.
- (2) These restrictions shall be binding upon the owners of all lots in said Subdivision and on all persons holding or claiming any right of possession or other interest therein, each of whom shall be obligated and bound to observe such restrictions and restrictive covenants; and in the event of violation of any of such restrictions with respect to any of such lots, it shall be the legal right of any other person owning any interest in any property in the Subdivision to institute and maintain any proceeding at law or in equity against the person or persons violating or attempting to violate any of such restrictions, provided that no person violation or breach of such restrictions, committed during his or her ownership and control of said property. Failure to enforce any restriction herein contained shall not be deemed to be a waiver of the right to enforce such restriction at any time thereafter as to the same violation or breach or as to any other violation or breach occurring either prior or subsequent thereto.



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PART TWO

- (3) All of the lots in said Subdivision are designated as "residential lots" and shall be used for residential purposes only as hereinafter more particularly provided. No residential lot nor any building erected or placed thereon shall at any time be used for any purpose except a residence and apartment private garage.
- (4) Only one single family private dwelling unit or residence designed for the occupancy of one family and one apartment garage shall be erected on the front seventy (70') feet of any residential lot in said Subdivision. Such residence or dwelling unit shall contain not less than Six Hundred (600) square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeway or garage.
- (5) One single family temporary dwelling unit or guest house containing not less than six hundred (600) square feet of building area, including open or screened porches or breezeways, may be constructed on the rear of any lot before or after the construction of the main dwelling unit, but no part of such temporary dwelling unit or guest house shall be closer than seventy (70') feet to the front property line.
- (6) Neither the main dwelling unit nor the temporary or guest house or any other building on the premises shall be constructed of "board" or "sheet metal" construction and all improvements in the Subdivision shall be constructed in a substantial workmanlike manner to correspond with the character of the neighborhood. All exterior woodwork of all houses and buildings in said Subdivision shall be painted with at least two coats of paint, varnish or stain immediately upon completion and before occupancy.
- (7) No residence or dwelling unit shall be constructed or permitted on any residential lot containing less than 6,000 square feet of surface area or in violation of the terms of the written dedication of the plat of the Subdivision.
- (8) No old or existing house or structure or automobile trailer house shall be moved or placed on any lot in the Subdivision without the written approval of the owner and developer of the Subdivision.
- (9) All improvements placed on any lot in the Subdivision shall be erected and used so as to front upon the street that such lot faces except that on any corner lot the garage and guest house may be erected and used facing on the side street. A corner lot shall be deemed to front on the street on which it has the narrower frontage.



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- (10) No tent, shack, barn or shed used or intended to be used for the purpose of human habitation shall be erected, placed or permitted to remain on any lot in said Subdivision.
- (11) All lavatories, toilets and bath facilities shall be built indoors and connected with adequate septic tanks constructed to comply with the specifications of state and local health authorities and no "outside" or "surface" toilets shall be permitted under any circumstances.
- (12) No bill boards, sign boards or unsightly objects of any kind shall be installed or maintained on any residential lot of such Subdivision, except that suitable signs for the sale of lots or residences may be placed upon the site that is for sale.
- (13) No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits or other animals for commercial purposes, or as a place for keeping horses, mules, cattle or other animals, provided that the occupant of each residence may keep domestic animals for his own use and pleasure, including not more than one milk cow and one horse or mule. No commercial dog kennel shall be maintained in the subdivision.
- (14) No public nuisance or offensive, noisewy or illegal trade or calling or act shall be done, suffered or permitted in any portion of the Subdivision.
- (15) All buildings in the Subdivision shall conform to the building setback lines as shown on the recorded plat and destination of the Subdivision and no residence or dwelling shall be constructed closer than five (5) feet to the side property line of any residential lot on which it is located.
- (16) No building, structure or any part thereof, shall be constructed or permitted to extend over or encroach upon any street or utility easement as shown by the plat of this subdivision.
- (17) All grants, sales and conveyances of lots shall be subject to the street and utility easements as shown by the plat of said Subdivision and shall be further subject to these restrictions.
- (18) The purpose of the foregoing restrictions is to maintain a high standard of living conditions in the Subdivision and thereby make it a desirable residential section and in order to accomplish this purpose and objective, it shall be the right and privilege of any owner of property in the Subdivision to enforce such restrictions in any manner provided by

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law. In the event of a violation or attempted violation of any of such restrictions by any purchaser, the seller shall not be in any way responsible, either financially or otherwise, but will use reasonable efforts, personally or through sales representatives, to adjust any such violations.

EXECUTED at Houston, Texas, this 19th day of July,

1962.

E. A. Kelly, Trustee
E. A. KELLY, TRUSTEE

STATE OF TEXAS
County of Montgomery
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared E. A. KELLY, TRUSTEE, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 19th day of July, A. D. 1962.




(Notary) *[Signature]*
Notary Public in and for
Montgomery County, T E X A S

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FILED FOR RECORD July 19, 1962 at 11:10 o'clock A. M.
RECORDED July 20, 1962 at 5:00 o'clock P. M.
N. T. WOODS, Clerk County Court, Montgomery Co., TEXAS
By: *[Signature]* Deputy

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 VOL 436 PAGE 78 115333 RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS, That I, T. J. McComb

of the post office of _____ County in the State of _____ TEXAS

for and in consideration of _____ Dollars,

each to have paid receipt of which is hereby acknowledged, do hereby grant and convey unto
 Colonial Company, Inc. a corporation, the right to lay, construct, repair or renew, or change the size of such pipe
 line or lines and maintain a pipe line for the transportation of such water, gas and other substances, grantee
 select the route upon, over and through the following described land, situated in the County of _____
 _____ in the State of Texas:

_____ a street of land in the M. G. G. Lynch survey, Postoffice County,
 Texas.

The selected route as surveyed by S. M. Barrett, Surveyor, being:

LINE 1 - beginning at stake 116 # 16 in north line of Lynch and south
 line of Lynch survey; to the south in line of Lynch, west to stake 170 # 70;
 thence south 7 deg. 10 min. east to stake 129 # 44; thence south 27 deg. 12
 min. east to stake 128 # 43; thence south 22 deg. 27 min. west to stake 140 # 86
 to north line of Lynch survey; east along the south line of Lynch survey;
 a distance of 2470 ft.

LINE 1a - beginning at stake 129 # 44 in line 1; thence south 33 deg.
 20 min. west to stake 7 # 60; a distance of 790 ft. to street-man wall.

LINE 2 - beginning at stake 12 # 30 in north line in the west line of
 said survey - to the west line of Lynch survey; thence south 47 deg. 10 min.
 west to stake 12 # 30; thence south 35 deg. 20 min. west to stake 22 # 64;
 thence south 63 deg. 00 min. west to stake 22 # 64; thence south 44 deg. 12
 min. west to stake 21 # 57; thence south 22 deg. 12 min. west to stake 38 #
 24; a distance of 642 ft. east about 629 ft. north of the southeast corner of the
 S. W. Lynch survey; a distance of 1797 ft.

Extension of LINE 2 - beginning in the north line of the Lynch survey
 about 610 ft. west from its southwest corner; at stake 45 # 16 in the center of
 a public road; thence south 26 deg. 20 min. west to stake 41 # 16 in the north
 line of Oak Brook; a distance of 133 ft.

Extension of LINE 2 - beginning in center of 30 ft. road at stake 44 # 26;
 thence south 26 deg. 20 min. west to stake 46 # 87; a distance of 703 ft. to S.W.
 Hennessy's north line.

Extension of LINE 2 - beginning at stake 48 # 38 in the south line of
 Henderson tract; thence south 34 deg. 36 min. west to stake 81 # 50; thence
 south 7 deg. 20 min. west to stake 83 # 44; a distance of 1486 ft.; the line
 between the Lynch and Lynch survey.

LINE 2 - B - beginning at stake 81 # 50 in line 2; north 36 deg. 00 min.
 west to stake 9 # 30, a line between the Lynch and Lynch survey; a distance of
 100 ft. A total distance of all lines being 7823 ft. or 496 rods.

With us recifying the above-mentioned

It is my intention to give an easement across my lands in the M.G.
 Lynch Survey also across my lands in the Lynch and Lynch survey
 North of the Lynch and the A.R. Allen 100 acre tracts.



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Also the right to locate, lay, operate and maintain, adjacent to and connecting with the first one, or more additional pipe lines by pipeline, 24" per foot for each inch laid; and the grantee at any and all reasonable times shall have the right of access to and across from such pipe line, and may remove the same in whole or in part at will.

TO HAVE AND TO HOLD the said easement unto said Crockford Company, its successors and assigns, so long as such structures are maintained.

And by acceptance hereof the grantee agrees to bury such pipe lines where same cross taxable land so that they will not interfere with the cultivation of the land, and also to pay any and all damages to crops, fences and land which may be suffered from the construction, operation or maintenance of such pipe-lines.

It is also understood and acknowledged by the grantor or grantors that the person securing the grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on the grantee.

IN WITNESS WHEREOF, this instrument is signed on this 23rd day of August, 1937.

Witnesses: _____

THE STATE OF TEXAS
 County of HOLLIS

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name _____

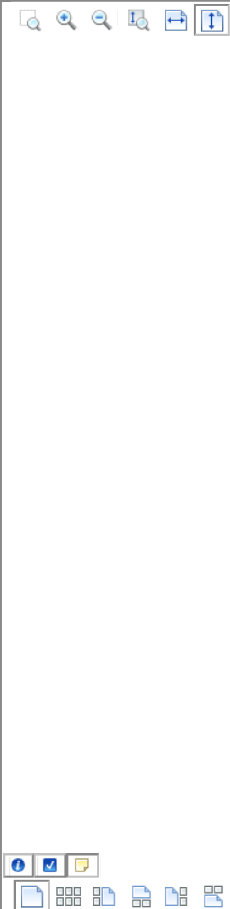
_____ subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

And _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this _____ day of _____, 1937.

Notary Public _____
 In and for _____ County, _____

FILED FOR RECORD _____ 1937 at _____ o'clock of M.
 _____ at _____ o'clock of M.
 _____ Clerk County Court
 _____ City, Texas



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