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025-01-0594

REAL PROPERTY RECORDS

AMENDED RESTRICTIONS FOR
MAGNOLIA CROSSING, A SUBDIVISION
MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

§

§ BE IT KNOWN TO ALL BY THESE PRESENTS

§ THAT:

The undersigned, MAG-DEV CO., INC., BILL CHANDLER and wife, BEVERLY CHANDLER, HAROLD STREICHER and wife, LINDA STREICHER, DAVID EILAND are the owners of all of that certain tract or parcel of land known as MAGNOLIA CROSSING, a subdivision of 94.3536 acres out of the B. Jones Survey, Abstract No. 541, and the C. Shilling Survey, Abstract No. 515, Montgomery County, Texas, according to the map or plat thereof filed for record in the Office of the County Clerk of Montgomery County, Texas, in Cabinet "B", Sheet No. 199 of the Plat Records of Montgomery County, Texas, as amended by the map or replat filed in the Office of the County Clerk of Montgomery County, Texas in Cabinet "C", Sheet No. 81 of the Plat Records of Montgomery County, Texas, to which map or replat and its record reference is here made; and

WHEREAS, the undersigned desire to amend the restrictions herebefore placed upon said subdivision and to have a written instrument of record defining said amended restrictions;

NOW, THEREFORE, the undersigned hereby adopt the restrictions, covenants, conditions, reservations and rights as covenants running with the land upon said subdivision, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in said subdivision has been filed for record prior to the end of the twenty-five (25) years or the end of any subsequent ten (10) year period, agreeing to change said covenants in whole or in part.

2. 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 covenants and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

3. No lot shall be used except for residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot or building site other than one detached, single-family dwelling, a private garage for at least two (2) but not more than four (4) cars, and such appropriate shelters as are reasonably required for the keeping only of such animals as are hereinafter specifically permitted to be kept upon the lots or properties within said subdivision. This covenant, however, shall not prevent the erection of one (1) story quarters for bona fide servants domiciled with a tenant or owner.

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4. No residence shall be erected, placed, altered or permitted to remain upon any lot or building site within said subdivision having fewer than 1,200 square feet of air conditioned floor area. This covenant shall not, however, apply to the servants' quarters referred to above. Open or screened porches, breezeways, or garages shall not constitute enclosed living area.

5. No existing lots may be subdivided into smaller lots such that any of the lots resulting from such division shall have an area less than that shown on the replat referenced above.

6. No system or means of sewage or waste water disposal shall be constructed, altered, placed upon or under or permitted to remain upon or under any lot or building site where such system or means of disposal results in the discharge of sewage, waste water or other noxious, offensive effluent into any ditch, ravine or other topographical depression.

7. 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 they are not kept, bred or maintained for any commercial purposes. No more than two (2) horses may be kept upon any lot or building site. This covenant shall not be construed to preclude the keeping of one (1) cow, one (1) calf, one (1) sheep or one (1) goat upon any lot or building site, but in no event shall the keeping of swine or chickens be permitted. All horses, cattle, sheep or goats must be kept in an enclosure and shall not be permitted to roam at large in the subdivision. Stables or other animal shelters must be kept in a sanitary condition at all times, and refuse must be disposed of in a pit dug for that purpose. No property owner shall permit stables or other animal shelters to fall into or remain in such condition as shall attract flies or other insects or give off offensive or unpleasant odors. Stables shall be at least fifty (50) feet from the nearest surrounding property lines and one hundred (100) feet from the front property line.

8. No lot or building site shall be purchased or used for any commercial purpose whatever, other than those sites specifically designated as Reserve "A", Reserve "B", Reserve "C", and Reserve "D".

9. No trailer, mobile home (to include mobile homes with tongues and/or wheels detached), basement, tent, shack, garage or barn shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

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

11. No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Each and every resident or residential lot owner in this subdivision shall comply strictly with each and all legal, sanitary, health and police laws, ordinances and regulations as same now exist or may hereafter exist.

12. No building shall be located nearer to the front lot line or nearer to the side street of said residential lots than the minimum building setback lines shown on the recorded plat.

13. All easements including easements for utilities and drainage facilities are reserved as indicated or shown on the recorded plat of said subdivision, and in addition to the easements designated on this plat, there is hereby designated and dedicated for the use of all public utilities an unobstructed aerial easement five (5) feet in width from a plane twenty (20) feet above the ground upward located adjacent to said easements as dedicated on said plat.

14. Exterior walls of all buildings and improvements shall be constructed of stone, brick, masonry, wood or prefabricated siding, and all exposed wood or prefabricated surfaces shall be painted immediately upon completion with

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at least two coats of good quality paint. The main dwelling shall have a hip or gable roof surfaced with tile, gravel, or shingles and no corrugated iron or roll roofing or shed type roof shall be permitted. Garages shall be constructed of the same material as the main dwelling, provided that if the garage is detached from the house it may be constructed of wood or prefabricated siding and covered with two coats of good quality paint. The exterior of the building must be completed within six months from the time construction begins. No building shall be occupied prior to the completion of the exterior and installation of adequate indoor toilet facilities.

15. No old or existing house or structure shall be moved in or placed on any lot in the subdivision without the approval of MAG-DEV-CO., INC.

16. Bridges and driveway crossings constructed over road ditches shall be of concrete or galvanized pipe of such size as may be necessary in order that drainage will not be retarded; provided that such size shall never be less than 15 inches.

17. No composition shingles, imitation brick, asbestos shingles, tar paper or materials of a like or kindred nature will be permitted on the outside walls of any structure.

18. No existing grade for drainage purposes (including, but not limited to, ditches within the streets) shall be altered, filled or obstructed in any manner.

19. No buildings shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plat plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by MAG-DEV-CO., INC. or its assigns. In the event that the corporation fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted for approval, such approval will not be required and this covenant will be deemed to have been complied with.

20. No motor vehicles or equipment shall be disassembled or worked on or stored on the street or in front of any residence. Nor shall vehicles without current inspection stickers and current license tags be parked or stored anywhere in the subdivision.

21. There is reserved adjacent to all gullies, bayous, ravines or other natural drainage courses, an easement for the purpose of permitting access to such drainage courses for clearing, cleaning, straightening or any other processes necessary to promote proper drainage through such courses. No buildings shall be placed or permitted within thirty (30) feet of a drainage easement.

22. No barbed wire or chicken wire fences shall be permitted except behind the building line. Only ornamental iron, cyclone or good wooden fences will be permitted in front of the building line.

23. The mineral rights and interest in all the Real Property in the subdivision are retained by and reserved to MAG-DEV-CO., INC., its successors and assigns.

24. No garage or servant's quarters shall be used as a residence except that quarters may be used as a residence for servants actually employed on the premises.

25. Unless the written consent of MAG-DEV-CO., INC. is first obtained, 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, and no derrick or other structure designed for use in boring or drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

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26. 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 conditions. No grass, weeds, trash, garbage or other waste shall be burned in the street or on the concrete on any lot in this subdivision.

27. Grass and weeds are to be kept down on all vacant lots to prevent an unsightly appearance. This is an obligation of the owner and is to be done at his expense.

28. These restrictions and covenants are binding upon and inure to the benefit of the current owners of the property, their successors and assigns.

IN TESTIMONY WHEREOF, the undersigned, BY THESE PRESENTS ASSENT TO the foregoing restrictions and covenants and re-affirm their acquiescence and subordination to the easements and streets dedicated and platted on said map or replat of the subdivision, have caused these presents to be executed on this the 3rd day of June, 1980.

MAG-DEV-CO., INC.

By: William B. Ingram
WILLIAM B. INGRAM, President

Bill Chandler
BILL CHANDLER

Beverly Chandler
BEVERLY CHANDLER

Harold Streicher
HAROLD STREICHER

Linda Streicher
LINDA STREICHER

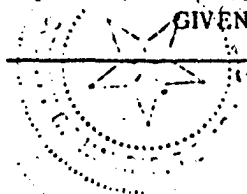
David L. Eiland
DAVID EILAND

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM B. INGRAM, President of MAG-DEV-CO., INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is authorized to and did execute the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of June, 1980.



David L. Eiland
Notary Public in and for
Harris County, T E X A S

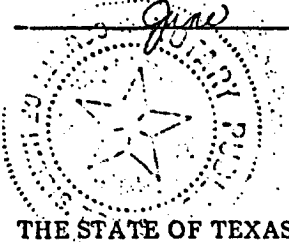
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THE STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared BILL CHANDLER and BEVERLY CHANDLER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they are authorized to and did execute the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of June, 1980.



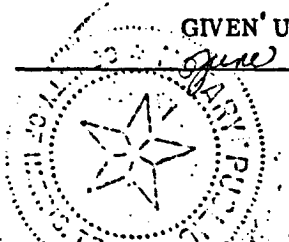
Glinda Bancroft
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared HAROLD STREICHER and LINDA STREICHER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they are authorized to and did execute the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of June, 1980.



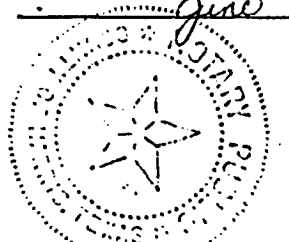
Glinda Bancroft
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID ELAND, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is authorized to and did execute the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of June, 1980.



Glinda Bancroft
Notary Public in and for
Harris County, T E X A S

FILED FOR RECORD

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Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY }
I hereby certify that this instrument was filed
in file number 025-01-0598 on the date and at the
time stamped hereon by me, and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas.

JUL 02 1980



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS