

156574

STATE OF TEXAS
COUNTY OF HARRISI
I
I

KNOW ALL MEN BY THESE PRESENTS:

THAT I, E. A. KELLY, TRUSTEE, owner of that certain Subdivision known and described as Magnolia Bend, Section Eight in Montgomery County, Texas, as shown by the plat of said Subdivision recorded under County Clerk's File No. 155801 in the Map Records of Montgomery County, Texas, do hereby create and establish the following restrictions, restrictive covenants and easements 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 or persons shall be liable in damages for any violation or breach of such restrictions, except in respect to violations or breaches 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.

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, except Lot 50 in Block 1 which is designated as a business and commercial lot and Lot 49 which is designated as a semi-commercial lot.
- (4) The commercial and business lot, being Lot 50 in Block 1, shall be used only for the operation of a retail grocery store and for the sale and rental of fishing equipment, bait and boats. Such commercial and business lot may further be used for any purpose permitted on a residential lot in said subdivision. Any building or structure erected on the commercial and business lot shall conform to the requirements as to size and type of construction set out in the restrictions on residential lots.
- (5) The semi-commercial lot, being Lot 49 in Block 1, may be used for the purposes set out in paragraph 4, but such use of the lot shall be restricted to use in connection with Lot 50 in Block 1. Any building or structure erected on the semi-commercial lot shall conform to the requirements as to size and type of construction set out in the restrictions on residential lots.
- (6) Only one single family private dwelling unit or residence designed for the occupancy of one family and one appurtenant garage shall be erected on the front 70 feet of any residential lot in said subdivision. Such residence or dwelling unit shall contain not less than 600 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeway or garage, except a residence or dwelling unit located on a residential lot in Block 1. A residence or dwelling unit located in Block 1 shall contain not less than 800 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeway or garage.
- (7) One single family temporary dwelling unit or guest house containing not less than 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 70 feet to the front property line. Any single family temporary dwelling unit or guest house located on a residential lot in Block 1 shall contain not less than 800 square feet of building area including open or screened porches or breezeways.
- (8) Neither the main dwelling unit nor the temporary or guest house or any other building on the premises shall be constructed of "boxed" 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.

- (9) 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.
- (10) 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.
- (11) 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. All improvements located on residential lots in Block 1 may face on either the lake or street, provided that no residence or guest house shall be constructed or maintained within 60 feet of the lot property line abutting on the lake.
- (12) 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.
- (13) 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. No part of the drain field for any septic tank on any lot in Block 1 shall extend within 60 feet of the lot property line abutting on the lake and the septic tank drain field on such lots shall be so constructed and maintained to prevent any drainage therefrom into the lake.
- (14) 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.
- (15) 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.

- (16) No public nuisance or offensive, noisy or illegal trade or calling or act shall be done, suffered or permitted in any portion of the Subdivision.
- (17) All buildings in the Subdivision shall conform to the building setback lines as shown on the recorded plat and dedication 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.
- (18) 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.
- (19) There is dedicated in the plat of Magnolia Bend Subdivision, Section Eight (8), which is recorded in the Plat Records of Montgomery County, Texas, a private easement twenty (20') feet in width across the rear of Lots 25, 26, 27, 28, 29, 30, 31 and 32 in Block 1, for the purpose of providing to the owners of such lots ingress and egress to and from the adjoining lake. There shall be no fences, improvements or other obstructions placed on such easement which would interfere with such right of ingress and egress to and from the lake by the owners of such lots.
- (20) All of the lots in Block 1, Section 8 (except lots 26, 27, 28, 29, 30 and 31) abut upon a private lake for the use of all of the owners of property in Magnolia Bend Subdivision and in the event the actual water level in said lake at any time does not reach the property line of any of the lots in Block 1, the owner or owners of each such lot in Block 1 shall have an exclusive easement on, over and across any such land between the lot property line and the water's edge and shall have the right to exclude any person therefrom, provided that such right and easement shall not permit or include the construction or establishment of any form of obstruction to the free uninterrupted flow of water in the lake adjacent to such property or limit in any way the privilege of any person rightfully using such lake to make use of the waters adjacent to and abutting on any such lot.
- (21) Each owner of a lot in Block 1 shall have the right to construct and maintain a boat dock or fishing pier extending into the lake abutting such lot for a distance not greater than twenty-five (25') feet from the lot property line.

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- (22) 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.
- (23) 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 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 2nd day of July,

1963.

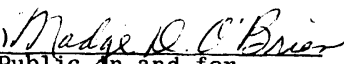

E. A. KELLY, TRUSTEE

STATE OF TEXAS X
 X
COUNTY OF HARRIS X

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 2nd day of July, 1963.

(Madge D. O'Brien) 
Notary Public in and for
Harris County, T E X A S

FILED FOR RECORD July 31 1963 at 9:30 o'clock A.M.
RECORDED August 7 1963 at 5:00 o'clock P.M.
W. T. HOOPER, Clerk County Court
By: , Deputy

8521644

342-01-0238

Acceptance Assignment of Deed Restrictions Rights and Duties

In consideration of the right, title, and interests that are being assigned to the Magnolia Bend Property Owners Association, hereinafter referred to as the Association, we the Board of Directors for the Association and on behalf of the Association hereby accept the foregoing assignment, and agree to assume and perform all the duties and obligations to be performed by the Assignor E. A. Kelly under the Deed Restrictions referred to in foregoing assignment as if the Association had been the original party to the Deed Restriction. The Association agrees to indemnify and hold Assignor harmless for any liability for performance and nonperformance of the duties and obligations assumed by the Association.

Dated this 9th day of May 1985.

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed
in File Number 342-01-0238 on the date and at the
time stated herein by me and is duly RECORDED
in the Public Records of Real Property of
Montgomery County Texas

MAY 23 1985



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

President

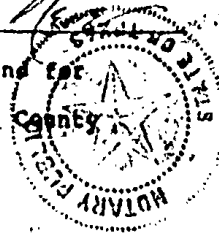
Ronald P. Slone
Vice-President

Kenneth McDonald
Treasurer

Secretary

SUBSCRIBED AND SWORN TO BEFORE ME, this 9th day of
May, 1985.

Scouty Jo [Signature]
Notary Public in and for
Montgomery County,
State of Texas
My term expires:
8-17-85



23 MAY 85

Roy Harris