

1/12/28

**NOTICE OF CONFIDENTIALITY RIGHTS:**

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDED DEED RESTRICTIONS FOR DEER CROSSING SUBDIVISION  
(Lots 1-19 and 27-28)**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE, the undersigned residential lot owners of Deer Crossing Subdivision (the "Subdivision"), a subdivision recorded at Instrument No. 9604210 of the Real Property Records of Montgomery County, Texas, with a replat at Instrument No. 9635260-1, and a replat at Instrument No. 2009048918 of the Real Property Records of Montgomery County, Texas, and constituting a majority of the owners of residential lots in the subdivision, do hereby constitute the following amended Deed Restrictions, Covenants and Conditions (the "Restrictions" or "Deed Restrictions") applicable to the following residential Lots, to wit: Lots 1-19, and 27-28.

All these restrictions, easements, and agreements, are covenants that run with the land. They are for the protection, use and benefit of all parties hereto and each and every purchaser of any lot or lots in said subdivision, their heirs and assigns and legal representatives and same shall be binding on all persons.

If the residence is rented, the individual lot owner is responsible for ensuring that the tenants understand and abide by these covenant and restrictions.

**A. Repeal of Prior Deed Restrictions**

By these Amendments the Deed Restrictions recorded at Instrument No.'s 9715210, 9774403, and 9778505 and applicable to the above-listed lots are hereby repealed with respect to those lots only and the following Deed Restrictions are substituted in their place, to be applicable to those lots and their adjacent common areas only.

**B. Purpose**

The purpose of these Deed Restrictions, Covenants and Conditions is to provide for the orderly regulation of activities and life within the subdivision with a goal of enhancing the quality of life for all residents and enhancing the property values of all lots in the subdivision for the benefit of the existing owners of those lots.

**C. Duration**

These Deed Restrictions shall continue in full force and effect for a period of 20 years from the date of adoption by a majority of the owners of the lots listed above, and then shall be automatically renewed for successive 10-year periods unless at any time after the initial 20-year period a majority of the lot owners existing at that time file an instrument amending or repealing these restrictions.

#### **D. Deer Crossing Homeowners Owners Association**

The Subdivision shall be governed by a Property Owners Association known as the Deer Crossing Homeowners Association, Inc. (the "Association"), which has been organized as a non-profit corporation under the laws of the State of Texas (See Texas Secretary of State File No. 00233400302). To the extent that any provisions of the organizing documents of the Association filed with the Secretary of State of Texas differ from these Deed Restrictions, these Deed Restrictions shall control in all instances. If, for any reason, the organization's registration with the Secretary of State of Texas lapses, such lapse shall not affect any action of the Association in enforcing the rights, duties and responsibilities of residents and property owners under these Deed Restrictions and all such actions shall be deemed ratified by all interest parties whether or not such lapse in organization is timely corrected.

#### **E. Membership in Association**

Each owner of a lot in Deer Crossing Subdivision shall automatically be a member of the Association. Ownership of a lot or an interest in a lot (whether a legal interest<sup>1</sup> or a recognized equitable interest<sup>2</sup>) is the sole criterion for membership in the Association. Association membership can be transferred by an owner to another person only by transferring some ownership interest in the lot and the payment of a lot transfer fee, if any is levied by the Association. Membership cannot be assigned or transferred in any other way and any attempt to do so shall be void.

#### **F. Voting privileges**

Each lot shall have one total vote in any Association election, regardless of the number of owners of that lot.

The board, in its discretion, may permit persons owning more than one lot to pay only one lot fee. In any Association election any person or group of persons who own multiple lots may only have the number of votes equal to the number of lots for which they paid separate lot fees in the preceding year.

#### **E. Board of Directors**

The Association shall be governed by a board of directors (the "board") consisting of at least three but no more than four members, each elected for two-year terms. Upon adoption of

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<sup>1</sup> A "legal interest" means an individual or person whose name appears on a document of title, such as a deed, affidavit of heirship, or the like that is recorded in the real property records. It does not include the trustee or beneficiary under a mortgage or deed of trust instrument unless the ownership interest of the mortgagor/grantor has been foreclosed according to law.

<sup>2</sup> A "recognized equitable interest" means the individual or person has an equitable ownership claim to all or a portion of the lot, such as the mortgagor under a deed of trust or mortgage, the spouse of an owner, or the heirs or assigns of an owner after the owner has died or some other event has occurred that transfers ownership, even if no record of the transfer has yet been filed in the real property records.

these Deed Restrictions the existing members of the board shall draw lots to stagger the terms of the existing members so that at each annual election two positions on the board will be filled at that election. The terms of two board members shall expire on January 31 of each odd-numbered year and the terms of two board members shall expire on January 31 of each even-numbered year.

### **1. Election of Board Members**

Annually in January, at a meeting held for that purpose, the owners of lots in the subdivision shall meet at a place in the subdivision designated by the board for the purpose of conducting an election of board members whose terms expire on January 31 of that year.

Any person owning a legal or equitable interest in any lot in the subdivision may attend the election. Only those persons who actually own a lot in the subdivision may vote in the election or serve as a member of the board. In the event a lot is owned by multiple persons (such as a husband and wife as community property or two or more unmarried persons as tenants in common), only one vote per lot may be recorded in each contest for director. If the individuals owning or claiming an interest in a particular lot cannot agree on how the vote for that lot shall be cast, the existing board shall, in its discretion, declare the vote for that lot to be an abstention or permit the multiple owners to cast a fractional ballot based on their relative ownership percentages. In the event an individual owns more than one lot that individual shall cast only one ballot for each lot that he/she paid annual assessments for in the most recent calendar year. Only lot owners whose assessments are paid in full may cast a ballot. Prior to voting the Treasurer shall provide the assembled group with a list of all lots deemed by the board to be eligible to vote in the election. Any disputes concerning whether a lot is entitled to a vote, must abstain, or may cast a fractional ballot shall be determined by a majority vote of the existing board, whose decision shall be final. Ballots may be cast by roll call vote of voting property owners or, if more than four voting property owners request, a secret ballot shall be taken with votes written on pieces of paper provided for that purpose and then counted by the board.

Candidates for the two seats may volunteer for election or be nominated by any voting property owner in attendance. A person nominated to serve shall, prior to the ballots being cast, indicate whether they are willing to serve if elected. A property owner who is not in attendance may cast their vote by written proxy authorizing some other individual to cast their ballot. A written proxy must be signed before a notary public or other public officer authorized to administer oaths in the jurisdiction where the oath is taken, and must state words to the effect that the property owner is authorizing a named individual to cast their ballot on their behalf. The board shall receive any written proxies prior to recording any votes. At least three persons must testify under oath to the board to dispute the validity of any written proxy and the presiding officer shall administer the witness oath if there is no other person authorized by law to administer the oath present. Upon satisfactory proof that a written proxy is not genuine the board shall disallow that vote or require the property owner giving the proxy to attend the meeting and vote in person.

The winners of each seat on the board shall be determined by the person receiving the most votes for each seat from among those nominated for that seat. No individual may be nominated for both seats. However, if there is only one candidate for each seat up for election,

the board may ask the assembled voters to approve their election by acclamation. In the event there is more than one candidate for a board position and the two leading candidates receive the same number of votes, the two candidates with the most votes shall flip a coin to determine the winner.

## **2. Officers**

At the first board meeting following the election, the new board members shall select from among their number one member to serve as president, one member to serve as vice president, one member to serve as secretary and one member to serve as treasurer. If there are only three members of the board because one member is unable to continue in office, the board may appoint one of their number to serve as both secretary and treasurer until a fourth board member takes office. If they cannot decide which of their number shall serve in each office by majority vote they shall draw lots by placing four pieces of paper in a container with the name of each office written on one of the pieces of paper.

The president shall preside at all meetings of the board unless he/she is absent, in which case the vice-president shall preside. At least three members shall constitute a quorum and a quorum shall be required to vote on any item.

The presiding officer shall conduct the meeting in an expeditious and orderly manner, shall have discretion to address agenda items in any order, shall guide discussion of any items on the agenda, shall receive comments from any property owners in attendance, may reasonably limit comments from the audience, and may place reasonable limits on the time for discussion of any item. Items shall be voted upon by motion of any board member not presiding, with or without a second, with aye's and nay's indicated by any method chosen by the presiding officer. All votes shall be recorded in the minutes as to which member moved for the vote, any member who seconded the proposal, and all members voting aye or nay on the proposal.

The secretary shall keep all minutes of meetings, a copy of these Deed Restrictions, Bylaws and all other records of the subdivision in a central place designated by the board for that purpose. In addition to keeping records in paper form, the board may direct the secretary to keep copies of records in digital Portable Document Format form to prevent their loss and enable easy dissemination of documents on request. The Secretary OR Treasurer shall also keep a record of all persons who own an interest in property in the subdivision by name, address of the property, address of the owner, lot number, telephone number and electronic mail address. Any person having any interest in the subdivision shall have a right to review and obtain copies of any records of the subdivision during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, at the place designated by the board for keeping the records. In the event the Secretary is unavailable to provide access to the records any other member of the board who receives a request for the records during those hours shall provide access to the records.

## **3. Board Meetings**

The board shall meet not less often than quarterly in a place designated by the board for that purpose. Quarterly board meetings shall be held in February, May, August and October. The board may, in its discretion, meet more often than quarterly if there is accumulated business or if necessary to conduct business in a timely manner.

Absent extraordinary circumstances all board meetings shall take place within the subdivision. Except in bona fide emergencies, at least 72 hours prior to a regular or special meeting of the board an agenda for the meeting shall be sent by electronic mail to all property owners in the subdivision to the last-known electronic mail address on file in the subdivision's records for each property owner. If a meeting must be held with less than 72 hours notice to address an emergency, notice of the meeting and an agenda shall be sent by electronic mail to all property owners in the subdivision to the last known address on file in the subdivision's records for each property owner as soon as possible before the meeting begins. A meeting agenda shall state the physical location of the meeting, the time the meeting is scheduled to start, and the items that will be discussed and/or acted upon by the board during the meeting, in so far as those items are known prior to the meeting. All meetings shall be open to the public except for any portion of a meeting when the board is receiving advice from a licensed professional, discussing the sale or purchase of Association property, or discussing personnel matters. All votes shall take place in public and each member's vote on any item shall be recorded in the minutes. No action shall be taken on an item not listed in the agenda in detail sufficient to inform an ordinary person the item will be considered. In its discretion, the board may cancel a meeting if there is no pressing business upon which to act, as long as a written notice that no meeting will be held is sent to all property owners' last known electronic mail address and all members of the board sign the notice or otherwise agree that no meeting shall be held.

Minutes for each meeting shall be approved at the next regularly scheduled monthly board meeting. Any board member may propose additions and/or corrections to the minutes prior to them being adopted. Once adopted the minutes shall be recorded in a Minute Book or similar record kept for that purpose.

#### **4. Quorum**

A quorum of three members shall be required for the board to vote upon any item and the vote of a majority of those members in attendance shall be required for any item to be adopted or rejected. In the event of a tie, the president shall break the tie.

#### **5. Annual Budget and Audit**

Prior to December 31 of each calendar year the board shall adopt a budget to guide the Association's operations for the upcoming calendar year. No funds not budgeted may be expended by the Association without the adoption of an amendment to the budget. The budget shall project revenue for the coming year and estimate any needed expenses by category and amount. Once approved the budget shall be sent by electronic mail to all lot owners of record. Any approved budget amendments shall likewise be sent to each lot owner by electronic mail with a brief explanation as to the reason the amendment was necessary and its effect, if any, on the Association's finances.

Annually, at its February meeting, the board shall conduct an audit of the Association's finances in any manner it deems appropriate, with a goal of insuring the Association's books, records and accounts accurately reflect the Association's financial condition. The board may, in its discretion, appoint a committee to conduct the audit or hire a licensed professional for that purpose.

The board may adopt a Bylaw that governs the operation of the Association's financial accounts, including designating which persons may sign on any account, as long as at least two members of the board are required to sign any check, draft or other commercial paper binding the Association.

#### **6. Resignation/Removal of board member**

If any board member resigns, dies or is otherwise unable to complete their term of office, the existing board members shall appoint by majority vote of those remaining an individual otherwise eligible to serve as a board member to finish that term of office if that term will expire in less than 365 days. If that term will not expire for at least 365 days, the board may appoint an interim board member to serve until the next regular election, at which the assembled property owners shall elect a successor to complete the unexpired term.

#### **F. Adoption/Amendment of Bylaws**

The board may adopt bylaws to govern the operation of the association. Bylaws require a vote of at least three members of the board for initial adoption and/or amendment.

Bylaws may govern any aspect of the operation of the association, from adopting rules and regulations for the conduct of property owners and residents, levying maintenance fees, levying fines for violating rules, imposition of fines for violating rules in particular instances, everyday operation of the association, establishment of financial accounts and financial controls, conducting audits of the association's finances, reimbursement of expenses incurred by persons on behalf of the association, hiring contractors to assist in the operation of the association or any other matter deemed reasonable by the board so long as no bylaw conflicts with any provision of these Deed Restrictions.

#### **G. Special Committees**

From time to time, as the board deems advisable, the board may vote to appoint a committee to study issues important to the property owners in the subdivision. A committee may consist of any number of individuals in the discretion of the board. Each committee shall include at least one member of the board as a member, but any other members of the committee need not be a current member of the board. Any resolution appointing a committee shall state the purpose of the committee, the names of members of the committee, a chairman of the committee, and a date by which the committee shall submit a written report to the board detailing the committee's activities and findings with respect to its purpose. Committee appointments shall not exceed one year, but if in the board's discretion a particular committee is still required the board may re-appoint the committee prior to its expiration and appoint the same or different members.

#### **H. Annual Maintenance Fees**

Annually, on January 1, the Association's treasurer shall collect from each property owner the annual maintenance fee. Any maintenance fee not paid by January 31 shall be considered delinquent and a reasonable late fee may be imposed. The board may adopt in its Bylaws the amount of the fee, but in the absence of such adoption the annual maintenance fee shall be \$50.00 per lot. The board may, in its discretion, permit persons owning multiple lots to

pay only one lot fee, provided that any person allowed to pay only lot fee shall only have one vote in the next year's board election. The delinquent fee, the reasonable cost of collecting any delinquent fees, including attorney's fees and expenses, shall constitute a lien on the lot for which the maintenance fee is due. The Association may cause a notice of lien in the form of an affidavit to be filed in the real property records of Montgomery County, Texas and the Association may, in its discretion, file suit to collect any delinquent maintenance fee and/or foreclose the ownership interest of the owners of the lot. Liens for maintenance fees or other fees, such as fines or other assessments, shall be junior to any voluntary liens (including any extensions or modifications thereof) granted by the lot owner to secure the repayment of purchase money or money spent to construct any improvements on the lot.

### **I. Imposition/Collection of Fines**

Anywhere in these Deed Restrictions where it states "It shall be a violation of these restrictions to willfully fail to comply with this section . . . ." or similar words, the board, in its discretion, may impose a fine or other appropriate penalty if it finds an owner or resident has committed such a violation by notifying the record lot owner in writing of the alleged violation and the penalty imposed. The purpose of any fine or other approved penalty is to discourage the violator from future violations. Written notification of a fine may be by United States Postal Service first class mail to the last known address of the owner and/or by electronic mail to the last known electronic mail address of the owner.

The board, in its bylaws, may establish minimum and maximum monetary fines or other approved penalties for violations of these Deed Restrictions. The board may, by majority vote, suspend or commute any fine previously imposed but remaining unpaid, giving due regard for the nature of the violation, the person's history of violations, the person's current financial condition, efforts to remedy the violation, or any other factor the board deems relevant. The board may, by majority vote, permit any violator assessed a fine to pay an assessed fine in no more than six monthly installments.

At the written request of any property owner who has been assessed a fine for an alleged violation of these Deed Restrictions, the board shall conduct a trial of the alleged offense at a regular meeting or special meeting held within 60 days of the written request. At the trial the board may receive any evidence relevant to their decision and the board may, by majority vote, sustain the violation and impose any monetary fine or other penalty provided for in these Deed Restrictions or the Bylaws that does not exceed the original fine or penalty. Any fine remaining unpaid more than 30 days after a final determination by the board shall constitute a lien on the property associated with the fine and the board shall cause a written affidavit claiming the lien to be filed in the Real Property Records of Montgomery County, Texas within one year of its final determination. Any expenses associated with recording a lien, including reasonable attorney's fees, shall be included in the amount of the lien. Upon payment of the fine the violator shall be given a written release of the lien to record in the Real Property Records at the violator's expense. The board, in its discretion, may authorize the filing of a lawsuit to foreclose any lien that remains unsatisfied for more than 180 days after its recording.

## **J. Architectural Control Committee**

Annually, in February, the board shall appoint three property owners in the subdivision to serve on an architectural control committee (the "ACC"), which shall ensure compliance with all restrictions and covenants related to the design, construction, renovation and/or repair of any structure located on any residential property in the subdivision and landscaping on any residential property located within the subdivision. Members of the board may also serve as members of the ACC, but a member of the ACC need not be a current member of the board. In the event no members have been appointed to the ACC, the board shall serve as an interim ACC with all of the powers of the ACC until such time as an ACC can be appointed.

Prior to beginning construction of any new structure, renovation of any existing structure or alterations to landscaping, the owner of the lot shall submit an application to the ACC for approval of the work on forms provided by the ACC for that purpose. The ACC shall then have at least 30 days to review the application. In the event the ACC cannot meet within that 30-day period, any member of the ACC shall have the right to notify the property owner that the ACC needs an additional 30 days in which to review the application. If more than 60 days has elapsed since the application was submitted and the ACC has not approved or rejected the application, the application shall be deemed approved. At any time during the 60-day period after an application is submitted, the ACC may vote to approve the application; reject the application in its entirety or reject the application subject to amendment by the applicant to address specific concerns of the committee. Notice of all applications approved by the ACC or by default shall be sent to all existing property owners at their last known electronic mail address.

Any property owner affected by a decision of the ACC shall have the right to appeal the ACC's decision to the board by giving written notice of appeal to the board within 14 days of the ACC's decision, which written notice shall plainly state the reasons for the appeal. Any appeal shall be heard by the board at its next regularly scheduled meeting. A majority of the board (including any tie-breakers by the president) may either affirm the ACC's decision or render a different decision.

The ACC, subject to approval by the board, may adopt general guidelines governing the design, materials and construction of structures located within the subdivision, and such guidelines shall be included in any application packet provided to property owners.

Subject to board approval, the ACC may adopt a schedule of fees to be submitted with each application to defray any reasonable expenses of the ACC's operations and to ensure that once approved an application is completed in accordance with the terms of approval.

In the event the ACC believes a construction, renovation/repair or landscaping project is not being conducted or completed in accordance with these guidelines, the ACC shall, upon a majority vote, have the right to serve the property owner with a written order to cease construction on a temporary basis to address the ACC's concerns. The written order shall be hand delivered to any adult on the property and sent by electronic mail to the electronic mail address listed in the application.

No person may construct, repair or renovate any dwelling or outbuilding or change any landscaping without first obtaining approval from the ACC unless these Deed Restrictions specifically provide that application and approval is not necessary.

It shall be a violation of these Deed Restrictions for a property owner to fail to comply with a written order to cease construction and the board may impose an appropriate fine or other approved penalty for any violation of this section.

## **K. General guidelines and prohibitions**

### **1. Building Regulations**

No residence other than conventional housing (single family residences) shall be permitted in the subdivision and no construction shall be permitted without a valid permit from the City of Magnolia. Mobile homes are not allowed in the subdivision and modular homes or pre-manufactured homes are discouraged.

No home shall be built closer to the street than the front building lot line as shown on the subdivision plat and homes shall be no closer than 10 feet from the side lot lines.

No structure used as a dwelling may be smaller than 1,400 square feet in interior size, not including attached garages, porches, patios and the like, whether or not included under the main roof structure. Each residence shall include at least a two-car garage with doors, either attached to the main dwelling or in a detached building. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section. Garages shall not be used for storage in a manner that prevents the parking of at least one vehicle in the garage. Attached garages shall not be converted into living space unless the lot owner has erected on the property a detached garage sufficient for at least two vehicles. It shall be a violation of these deed restrictions to willfully violate this section. If more than 30 days has elapsed after the board has given written notice to a property owner of a violation of this section, each day after the first 30 days shall constitute a separate violation.

No structure not designed for use as a permanent dwelling (including garages, storage buildings, workshops, and the like) shall be used as a dwelling except in the event the primary residence on the property has been so damaged that it is unsafe to occupy. In this event the outbuilding (or a recreational vehicle parked on the lot) may serve as an emergency dwelling only and shall not be used as an emergency dwelling for more than 30 consecutive days without the express approval of the board. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section. Each day that a violation of this section continues shall constitute a separate violation.

All painted exterior surfaces shall be free from peeling or cracking paint. Weathered paint that is peeling or cracking shall be freshly painted. If the existing color is used then it shall not be necessary to obtain ACC approval. If a color different from the existing color is used ACC approval must be obtained in advance. In the event the board determines a residence needs to be freshly painted the board shall give written notice to the property owner giving the property

owner not less than 30 days to remedy the violation. It shall be a violation of these Deed Restrictions for a property owner to fail to remedy a violation of this section within the time given by the board and the board may impose an appropriate fine or other approved penalty for any violation of this section. Each day that a violation of this section continues after the first 30 days shall constitute a separate violation.

No resident shall occupy a dwelling or live on a lot unless basic utilities (including water, sanitary sewer, and electricity) are connected and working. All wiring and plumbing either inside or outside of the home must comply with federal, state and local building codes and standards. No outside toilet shall be installed on any lot. No resident shall install or operate a septic system of any kind within the subdivision and all sewerage, wastewater and storm water shall be disposed of in the public sanitary sewerage system or storm water system that serves the subdivision. Drainage of sewerage into roads, streets, alleys, ditches, ravines or upon open ground is prohibited. It shall be a violation of these deed restrictions to willfully violate this section. Each day that a violation of this section continues shall be considered a separate violation.

Residents may, upon approval by the ACC, install a water well for use in irrigating the landscaping as long as the water well also complies with all federal, state and local laws, rules and ordinances governing the use of groundwater. Water well equipment and facilities must be kept invisible from the street. No resident may collect rain water in an open container, barrel or tank for any purpose, unless any opening is covered by an insect-proof screen, or permit standing water to remain on their premises to minimize the breeding of mosquitos and other insects. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section. Each day that a violation of this section persists shall be considered a separate violation.

The general principle of waste shall apply with regard to all lots, so that the excavation of soil for removal to another site is prohibited. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section. Additionally, the board may require any soil excavated and removed from a lot to be replaced.

So far as shall be practicable, all lot owners shall attempt to maintain natural vegetation and conditions between the private access and utility easements and the front building setback lines. No landscape plan or planting inconsistent with this style shall be done on any lot. The ACC shall have the right to disapprove or halt any landscape plan inconsistent with the requirements of this section. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section.

No existing tree shall be removed without permission of the ACC unless it is unhealthy or otherwise constitutes a danger to a nearby building, utility or other facility or is in danger of falling. Any resident desiring to remove a tree, healthy or not, shall notify at least one member of the ACC of their intent to do so in the most expeditious manner possible. The ACC member so notified, may, in their discretion, delay the removal until such time as they can consult with at least one other member of the ACC and they together decide whether the removal is warranted. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section.

No hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances unless the foliage line is maintained at sufficient heights to prevent obstruction of these sight lines. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section.

No fence shall exceed 6 feet in height above the natural ground level. Fences shall be erected at least 20 feet or more behind the front of the building with the exception of courtyard designs with masonry and wrought iron that matches the home's exterior, in which instance the fence may be even with the front wall of the building. All fences must be of wood, masonry or wrought iron construction. Wood material must be painted with at least two coats of paint except split rail, redwood, cedar or wolmanized material, which may retain their natural finish. No chain link or vinyl-type fences are permitted. All fencing plans shall be submitted to the ACC for approval prior to commencement of construction. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section.

## **2. Garbage and Trash Removal**

Residents shall store trash cans, recycling bins and other refuse containers out of sight of the street. Refuse containers shall not be put out near the street for collection earlier than 5:00 a.m. on the day of pickup and must be removed from the front yard no later than 7:00 p.m. the same day. If construction is being conducted on a lot the contractor or lot owner may, if necessary, place a large waste container in the front yard during the period of construction to contain construction waste on the premises and prevent it from being blown about the subdivision and to keep the construction site as neat as reasonably possible. Construction waste shall be picked up at least daily. Lot owners shall contract with the City of Magnolia or its designated private trash collectors for removal of refuse on a regular schedule at least weekly if a lot is occupied. It shall be a violation of these restrictions to permit a household refuse container to be visible from the street except between the permitted hours on pickup days and the board may impose an appropriate fine or other approved penalty for any violation of this section. Each day that a violation of this section continues shall constitute a separate violation.

Lot owners shall maintain their lot or lots in a neat and clean condition, including mowing and/or trimming the grass on regular basis during the growing season. Garbage, trash and other debris shall not be accumulated on the property except in appropriate containers and no lot shall be used as a dumping ground for garbage, trash, rubbish, junk or other waste. No building materials, whether new or used, shall be stored on a lot except during properly permitted construction activities. Construction materials shall be covered with an appropriate tarp secured from the wind. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section. Each day that a violation of this section persists shall be considered a separate violation.

If any lot, including landscaping and improvements, is not maintained and kept in the manner provided in these restrictions, the Association shall have the right, in its discretion, to furnish the labor and materials necessary to enter the property and bring the lot or its improvements into compliance with the standards set forth in these restrictions. The reasonable cost of such work, including any attorney's fees and expenses necessary to recover those costs, shall constitute a lien on the lot and the Association may file an affidavit giving notice of the lien in the real property records of Montgomery County, Texas and may, in its discretion, file suit to collect the amount due and/or foreclose the lien. Such a lien shall be junior to any voluntary liens extended by the homeowner as security for any loan of purchase money or money to pay for improvements on the lot. In lieu of or in addition to performing the work as set forth above, the Association may impose an appropriate fine or other penalty on a lot for failing to properly maintain the lot.

### **3. Building Site and Materials**

Residents shall not store building materials or other materials outside on any property in the subdivision except in conjunction with a building project approved by the ACC. Any building materials stored outside under these circumstances shall be neatly stacked and covered with an opaque tarp secured from the wind. During building projects contractors or other responsible workers shall clean the sight of trash and other debris at the end of each workday and shall store trash and other debris in a container suitable for that purpose to prevent it from being blown onto other lots. It shall be a violation of these restrictions willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section. Each day that a violation of this section continues shall constitute a separate violation.

### **4. Yard Violations**

No trash, children's toys, swing sets, play sets or similar structures shall be permitted to remain in a front yard for more than 24 hours. The erection of an outside clothesline is not permitted. Window air conditioning or heating units shall not be visible from the street. It shall be a violation of these restrictions to willfully violate this section and the board may impose an appropriate fine or other approved penalty for any violation of this section. Each day that a violation of this section continues shall constitute a separate violation.

### **5. Pets and Livestock**

Residents shall not keep on any property in the subdivision any livestock or other domestic farm animal, such as horses, cattle, deer, sheep, goats, pigs, chickens, turkeys or other fowl, and the like. Residents are permitted to have no more than two dogs and/or two cats, not including their nursing offspring. Residents are encouraged to spay and/or neuter all household pets. No animal may be kept in the subdivision for any commercial purpose whatsoever, including but not limited to breeding. Dogs shall be kept on a leash and/or shall be confined at all times behind a suitable fence or indoors. Kennels shall be kept out of sight of the street. Any individual allowing a dog to defecate on any street, sidewalk or other public easement or property not owned by them shall immediately remove the fecal matter and place it in an appropriate container for disposal. The board, upon receiving any complaint supported by

evidence, may declare an animal to be a nuisance because of its vicious disposition, destructive behavior, or propensity to remain unconfined. Any animal declared to be a nuisance shall be removed from the subdivision within seven days of the owner receiving written notice of the board's decision. The board, in its discretion, may permit the animal to remain on the property if the owner meets specific conditions designed to mitigate the problem. It shall be a violation of these restrictions to permit a banned animal to remain in the subdivision and the board may impose an appropriate fine or other approved penalty for any violation of this section. Each day that a violation of this section continues shall constitute a separate violation.

#### **6. Motor Vehicles and Recreational Vehicles**

Residents shall not keep on any property in the subdivision any derelict or inoperable motor vehicle or any vehicle that does not have a valid registration. No major repairs shall be conducted on a motor vehicle with it visible from the street. No boats, trailers, recreational vehicles or other wheeled vehicles or trailers shall be stored in a driveway for more than 24 hours. Residents owning such vehicles are encouraged to arrange suitable storage for them when not in use. Any vehicles stored on a lot shall be stored in a garage or some other manner to keep invisible from the street. No vehicles may be parked in the street except on a special occasion when a homeowner is hosting a party or other gathering, in which event no vehicle may be parked in a manner that blocks other residents from access to their driveways without the express permission of the resident affected. The board may impose an appropriate fine or other approved penalty for any violation of this section. Each day that a violation of this section continues shall constitute a separate violation.

#### **7. Flags**

Residents shall not display any flag except on an appropriate flagpole or standard permanently installed in the ground or on an appropriate staff or mast permanently affixed to the residence. Flags of the United States, State of Texas or bearing the emblems of the armed forces of the United States may be flown at all times according to appropriate customs and usage. No flag that is faded, torn or worn out may be displayed. Flags representing any other entity or cause may only be flown on special occasions (such as college flags on game day). Any flag displayed along with the United States flag must be placed no higher than the United States flag or in a subordinate position (such as below the United States flag if displayed on the same pole or standard). The board, in its discretion, may notify a resident that any flag displayed on the resident's property is too faded, worn or torn to be appropriately displayed and the written notice shall give the resident no more than seven days to replace the flag with a new one or cease its display after seven days. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section. Each day that a violation of this section continues shall constitute a separate violation.

#### **8. Exterior Holiday Decorations**

Residents shall not display holiday decorations or exterior decorative holiday lights except beginning on Thanksgiving Day and continuing until January 7 of the next year during the winter holiday season and the eve and day of any other recognized federal or state holiday

where it is traditional to display decorations or lights. Lights may be permanently affixed to their supporting structures.

#### **9. Commercial/Political Signs or Banners**

Residents shall not display any commercial sign or banner within the subdivision. Political signs supporting a candidate or issue may be displayed as long as they do not exceed three feet in width or three feet in height, are supported on an appropriate frame or stake driven into the ground, and are not located on public property (i.e., the street, sidewalk, or other easement). Political signs may not be displayed more than 30 days prior to the election to which it pertains and must be removed no later than seven days after the election to which it pertains. Political signs must be maintained in good condition and if a sign becomes damaged, torn, faded or deteriorated must be replaced. Contractors providing services to a property owner or resident shall be permitted to erect contractor signs as required by law as long as the sign is no larger than necessary to accomplish its purpose and is located wholly on the private property to which it pertains. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section. Each day that a violation of this section continues shall constitute a separate violation.

#### **10. Excessive Noise**

No resident shall permit excessive noise to be made in the subdivision. Noise (except noise created by the use of construction equipment such as saws or other power tools) is excessive if it exceeds 80 decibels at the property line. No resident shall operate a motor vehicle in the subdivision that emits engine noise or music that exceeds 80 decibels. Loud noise constitutes a nuisance if it exceeds 80 decibels at the property line or is emitted between the hours of 10:00 p.m. and 8:00 a.m. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section.

#### **11. Single Family Housing**

No resident shall permit more than two adults to reside in the same household unless all of the adults are related to each other within the third degree of consanguinity by blood or marriage. This includes husband and wife, parents and children, siblings and first cousins, and their minor children. All dwellings shall be designed and built as single-family housing. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section.

#### **12. Commercial, Obnoxious or Offensive Activities**

No resident shall permit any commercial enterprise (whether or not operated for profit) to be carried on by any person within the subdivision except on lots or reserves dedicated to commercial purposes. No obnoxious or offensive trades or activities shall be carried on in the subdivision and no nuisances (as that term is defined in the law) shall be permitted to continue. The board shall have the right to declare an activity constitutes a nuisance, in which event the lot on which the nuisance is being created may be enjoined from continuing the activity constituting the nuisance. It shall be a violation of these restrictions to fail to abate a nuisance found by the

Association, in which event the board may impose an appropriate fine or other penalty. Each day that a nuisance persists shall constitute a separate violation.

### **13. Burning**

No resident shall permit trash, wood, or other refuse to be burned on any property in the subdivision except in a fireplace, furnace or barbecue pit designed to contain small fires for outdoor heating and/or cooking. All trash, wood, or other refuse shall be disposed of in a legal manner.

### **14. Hazardous Chemicals**

No resident shall dispose of hazardous chemicals, whether in liquid, solid, or gaseous form, except in a manner authorized by law. No chemical wastes, whether in liquid, solid or gaseous form, shall be dumped in any ditch, sanitary sewer, or storm sewer. All hazardous chemicals must be disposed of in a manner that complies with all federal, state, and local laws, rules and ordinances. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section.

### **15. Firearms, Explosives**

No person shall discharge a rifle, pistol, shotgun, any other firearm, explosive or fireworks with in the subdivision. It shall be a violation of these Restrictions to willfully violate this section and the board may impose an appropriate fine or penalty for any violation of this section.

### **16. Easements**

All lots are sold and owned subject to the easements set forth in the subdivision plat. No person shall unreasonably interfere with any easement. Any utility company or other public authority needing access to an easement may remove any obstruction to the easement at the expense of the lot owner. The Association shall have the right, through its board of directors, to amend the plat to set aside other easements necessary for streets, roads and utilities, having due regard for existing improvements on lots in the subdivision. In the event any improvement exists that interferes with an amended easement set aside by the Association, the Association shall give just compensation to the affected lot owner for any reasonable expenses necessary to abate the interference. It shall be a violation of these restrictions to willfully interfere with the use of any easement in the subdivision and the Board may impose an appropriate penalty for violation of this section. Each day that a violation persists shall be considered a separate violation.

### **L. Fines and penalties**

The board, in its discretion, may by resolution or adoption of bylaws establish minimum and maximum fines for violation of these deed restrictions. In the absence of an action by the board establishing a minimum or maximum fine for a violation of these Deed Restrictions, the minimum fine shall be \$0.00 in United States currency and the maximum fine shall be \$200.00 for a violation of these Deed Restrictions. For any violation for which each successive day a violation persists is a separate violation, the board may assess a maximum fine of \$200.00 for the first day plus \$50.00 for each additional day the violation persists. The establishment of these

minimum and maximum fines in the Deed Restrictions does not preclude the board from adopting a different minimum and maximum fine for various violations that exceeds the minimum and maximum fines set forth in these Deed Restrictions.

In addition to or in lieu of a fine being imposed for any violation of these Deed Restrictions, the board may impose upon the violator a term of community service, such as cleaning streets and sidewalks within the subdivision, assisting any other resident in the subdivision perform approved work (such as lawn maintenance) if that resident is unable to perform the work themselves because of a physical disability or the like.

#### **M. Compliance with ADA**

No provision of these Deed Restrictions shall be enforced in a manner that violates the Americans with Disabilities Act, and the residents in adopting these Deed Restrictions acknowledge that the board, in deciding to enforce a particular restriction in a particular instance, may reference the Americans with Disabilities Act in determining whether an alleged violation, if enforced, would violate the rights of a person who has a disability recognized by that statute and/or any rules or regulations adopted under that Act. Any resident accused of a violation of these Deed Restrictions or any other bylaws, rules or regulations of the subdivision has the right to assert a recognized disability under the Act as an affirmative defense to the violation. By the term "affirmative defense" it is meant the alleged violator has the burden of proving to the board by a preponderance of the evidence that they have a recognized disability and that enforcement of the restriction in their particular circumstance would be a violation of the Americans With Disabilities Act.

#### **N. Board's Discretion**

The board, in determining whether to impose a fine or other appropriate penalty for a violation of these Deed Restrictions, has complete discretion in reaching any decision authorized by these Deed Restrictions or the Bylaws, including whether to impose a fine or penalty in the particular case.

#### **O. Enforcement of Deed Restrictions**

The board shall have the authority and duty to enforce all of these deed restrictions, covenants and conditions in a fair and just manner reasonably calculated to accomplish the purpose of these Deed Restrictions, Covenants and Conditions, which is to enhance the quality of life of all individuals residing in the subdivision and maximize the fair market value of the properties contained in the subdivision.

If, after receiving written notice from any individual or person that a violation of these Deed Restrictions has occurred, is occurring, or is likely to occur, the board has taken no action to enforce these restrictions and more than 30 days has elapsed since receiving the written notice, any individual or person owning a legal or equitable interest in any property in the subdivision may file suit in a court of competent jurisdiction to enforce the restriction. A suit may include a request for a temporary restraining order, temporary injunction or permanent injunction to prohibit the violation and recovery of actual damages for any past violation. The prevailing party

in any suit to enforce these Deed Restrictions shall be entitled to recover their reasonable attorney's fees, expenses and court costs incurred from the violator.

**P. Adoption by majority vote of Lot Owners**

The foregoing Deed Restrictions shall be deemed adopted pursuant to Texas Property Code Section 209.0041 and the original Deed Restrictions, which provide for amendment of the deed restrictions by a vote of at least 51 percent of the affected property owners. There are 21 lots in the subdivision. Thus these amended deed restrictions shall become effective upon the approval of at least 11 of the owners of those lots (Being Lots 1-19 and 27-28). The signatures of those owners voting in favor of these amendments are set forth below.

THIS SPACE INTENTIONALLY LEFT BLANK

**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

*LOT 1 - LY/NGUYEN*

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

*LOT 2 - MILLER*

SIGNATURE: *Daniel Lee Miller* DATE: *1/26/17*

PRINTED NAME: *DANIEL LEE MILLER*

ADDRESS: *511 ODESSA DR., MAGNOLIA TX 77354*

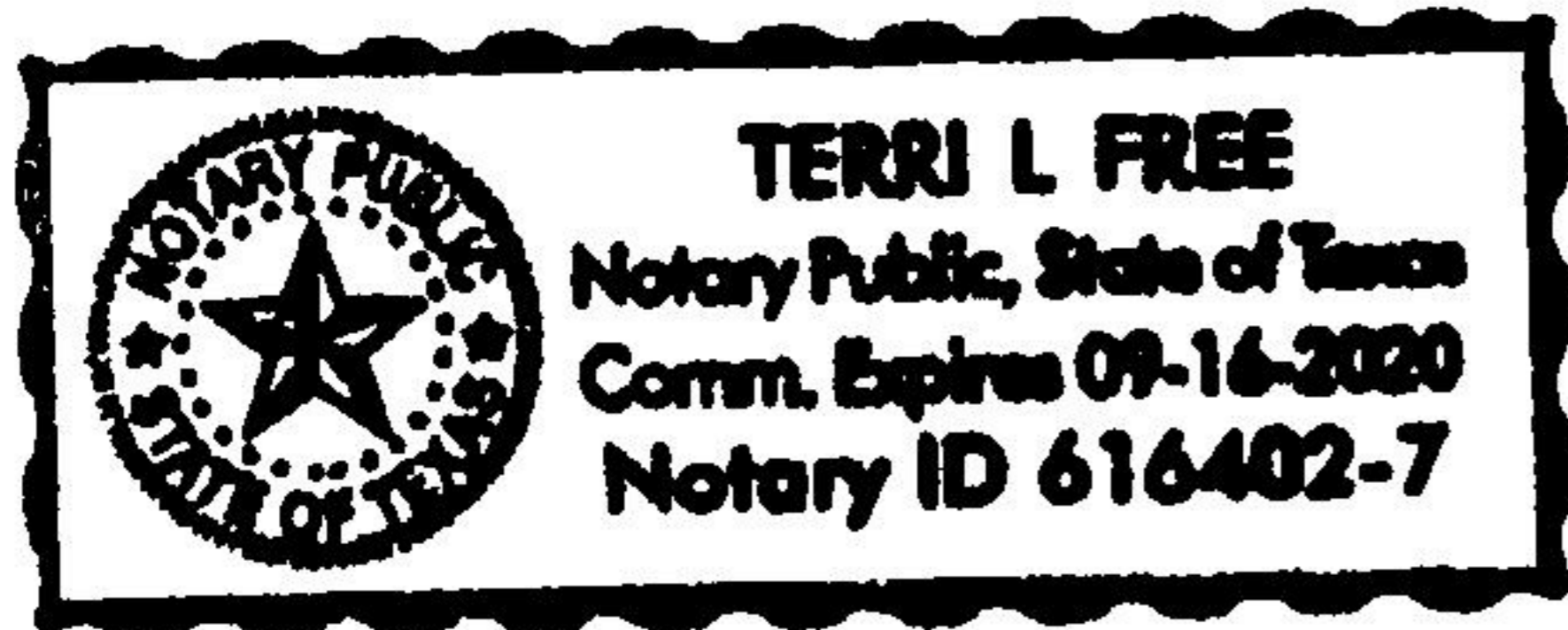
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared *DANIEL LEE MILLER*, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: *1-26-17*

*Terril Free*  
\_\_\_\_\_  
NOTARY PUBLIC



LOT 3 RISTAU  
SIGNATURE: [Signature] DATE: 1/26/17

PRINTED NAME: Tina Ristau

ADDRESS: 507 Odessa Dr.

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared TINA RISTAU, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17

TERRI FREE  
NOTARY PUBLIC



LOT 4 DODSON  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

LOT 5 - SEARS

SIGNATURE: Vikki Sears DATE: 1-26-'17

PRINTED NAME: Vikki Sears

ADDRESS: 18023 Stubby Lane, Magnolia, TX 77354

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared VIKKI SEARS, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17

TERRI FREE  
NOTARY PUBLIC



LOT 6 - SARVER

SIGNATURE: Kimberly Sarver DATE: 1-26-17

PRINTED NAME: Kimberly SARVER

ADDRESS: 510 Odessa Dr.

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared KIMBERLY SARVER, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17

TERRI FREE  
NOTARY PUBLIC



LOT 7 - CENTER

SIGNATURE: Barbara Center DATE: 1-26-2017

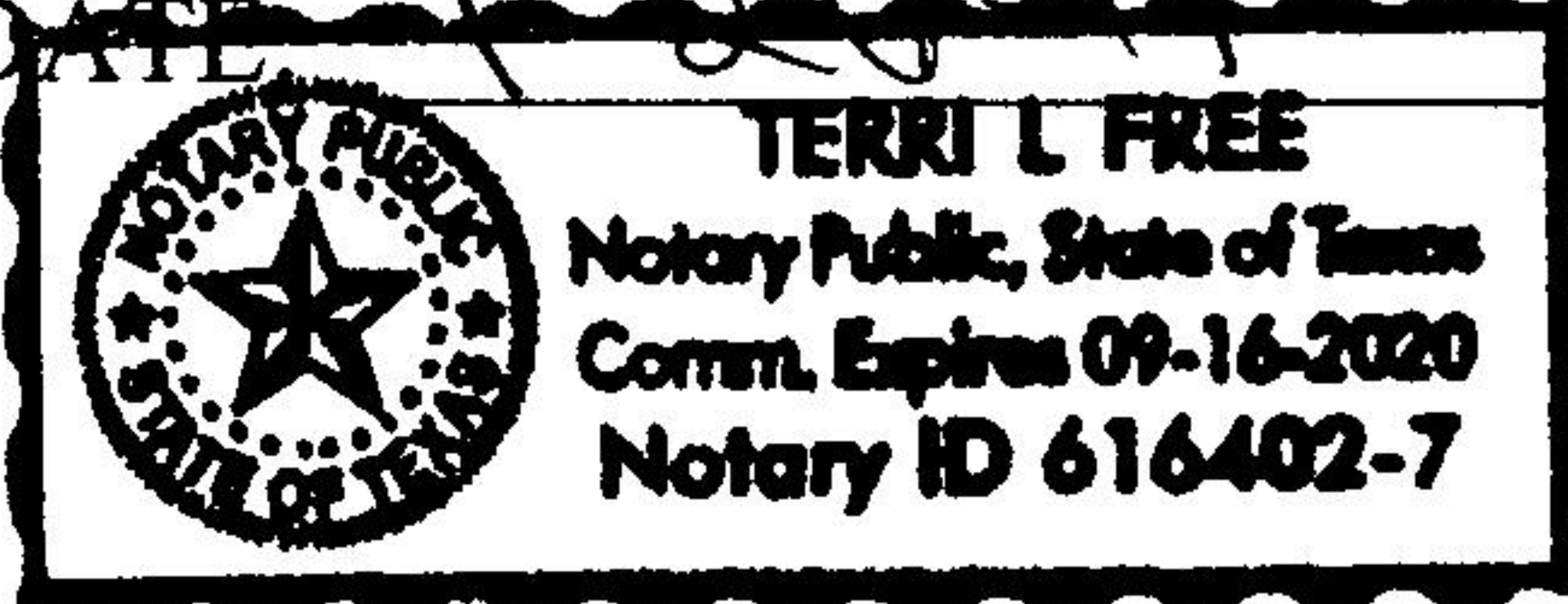
PRINTED NAME: Barbara Center

ADDRESS: 506 Odessa

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared BARBARA CENTER, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17  


Terri Free  
NOTARY PUBLIC

LOT 8 - Romeo Homes

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

LOT 9 - CURRINGTON

SIGNATURE: [Signature] DATE: 01/26/2017

PRINTED NAME: Jacob Currington

ADDRESS: 18019 Stubby Ln

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared JACOB CURRINGTON, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17



Terri Free  
NOTARY PUBLIC

LOT 10 - McPike

SIGNATURE: Toni S. Egbert-McPike DATE: 1-26-2017

PRINTED NAME: Toni S. Egbert-McPike

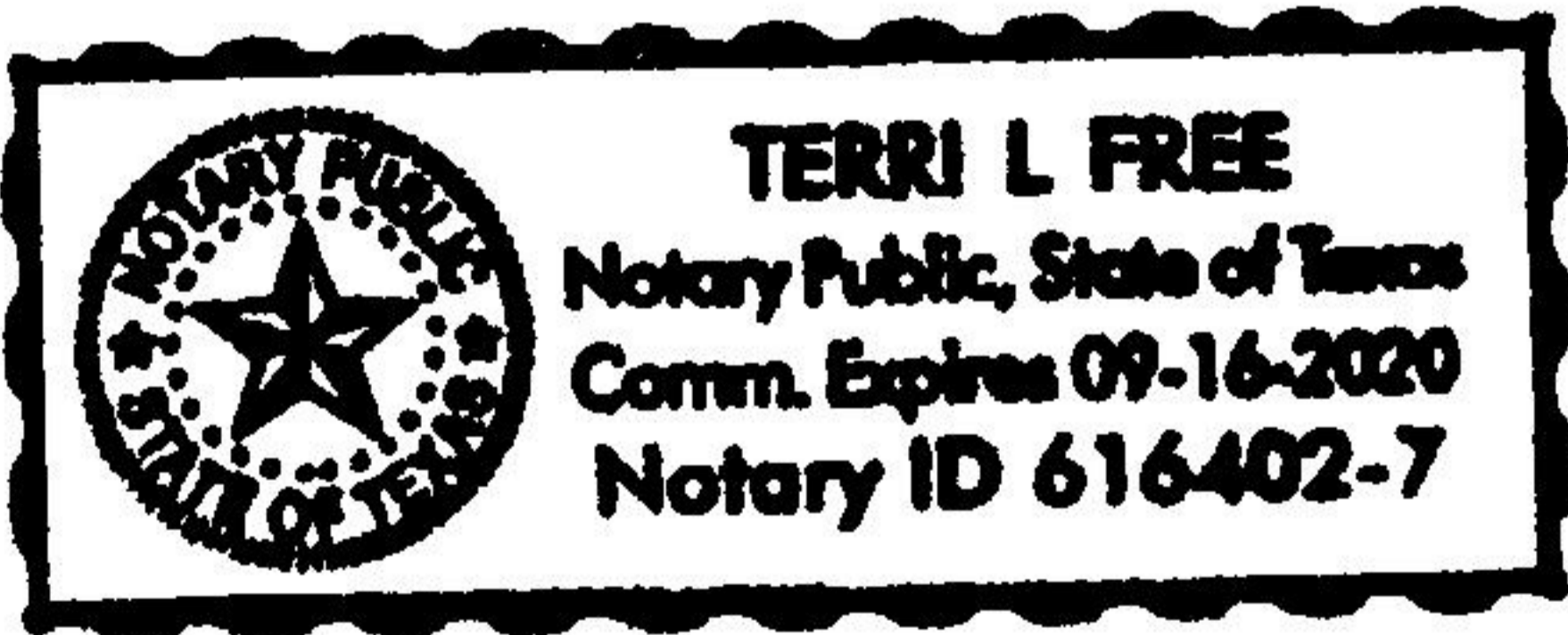
ADDRESS: 611 Laredo Drive Magnolia Tx 77354

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared TONI S EGBERT-McPIKE, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17



Terri Free  
NOTARY PUBLIC

LOT 11

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

LOT 12 - ELLIIF

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

LOT 13 - CENTER

SIGNATURE: Barbara Center DATE: 1-26-2017

PRINTED NAME: Barbara Center

ADDRESS: 506 Odessa Magnolia, Tx 77354

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared BARBARA CENTER, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17

Terril Free  
NOTARY PUBLIC



LOT 14 - CENTER

SIGNATURE: Barbara Center DATE: 1-26-2017

PRINTED NAME: Barbara Center

ADDRESS: 506 Odessa Magnolia, Tx 77354

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared BARBARA CENTER, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17

Terril Free  
NOTARY PUBLIC



LOT 15- CENTER  
SIGNATURE: Barbara Center DATE: 1-26-2017

PRINTED NAME: Barbara Center

ADDRESS: 506 Odessa Magnolia, Tx 77354

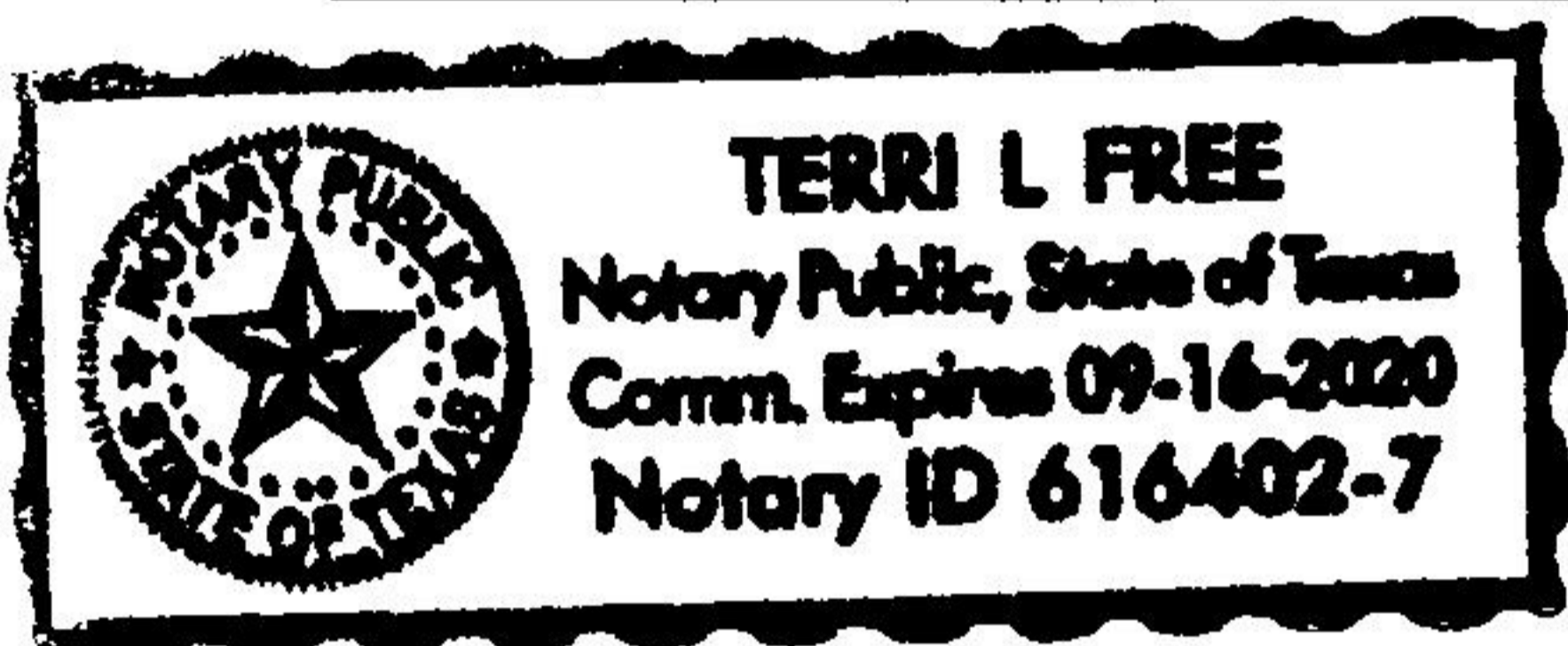
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared BARBARA CENTER, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17

Terril Free  
NOTARY PUBLIC



LOT 16- STEGEN  
SIGNATURE: Connie Stegen DATE: 1-26-2017

PRINTED NAME: CONNIE STEGEN

ADDRESS: 614 Laudo Dr. Magnolia Tx 77354

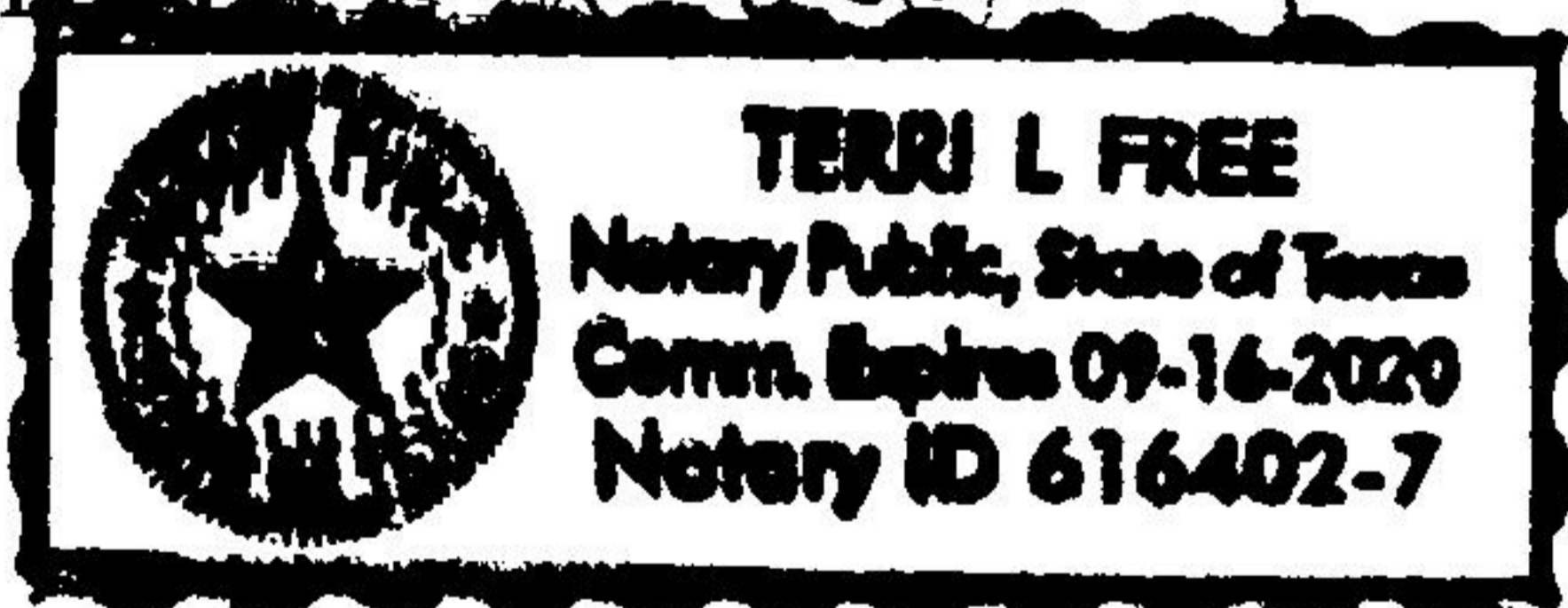
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared CONNIE STEGEN, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17

Terril Free  
NOTARY PUBLIC



LOT 17 - NIXON

SIGNATURE: [Signature] DATE: 1-26-17

PRINTED NAME: NICK NIXON

ADDRESS: 610 LAREDO DR. MAGNOLIA TX

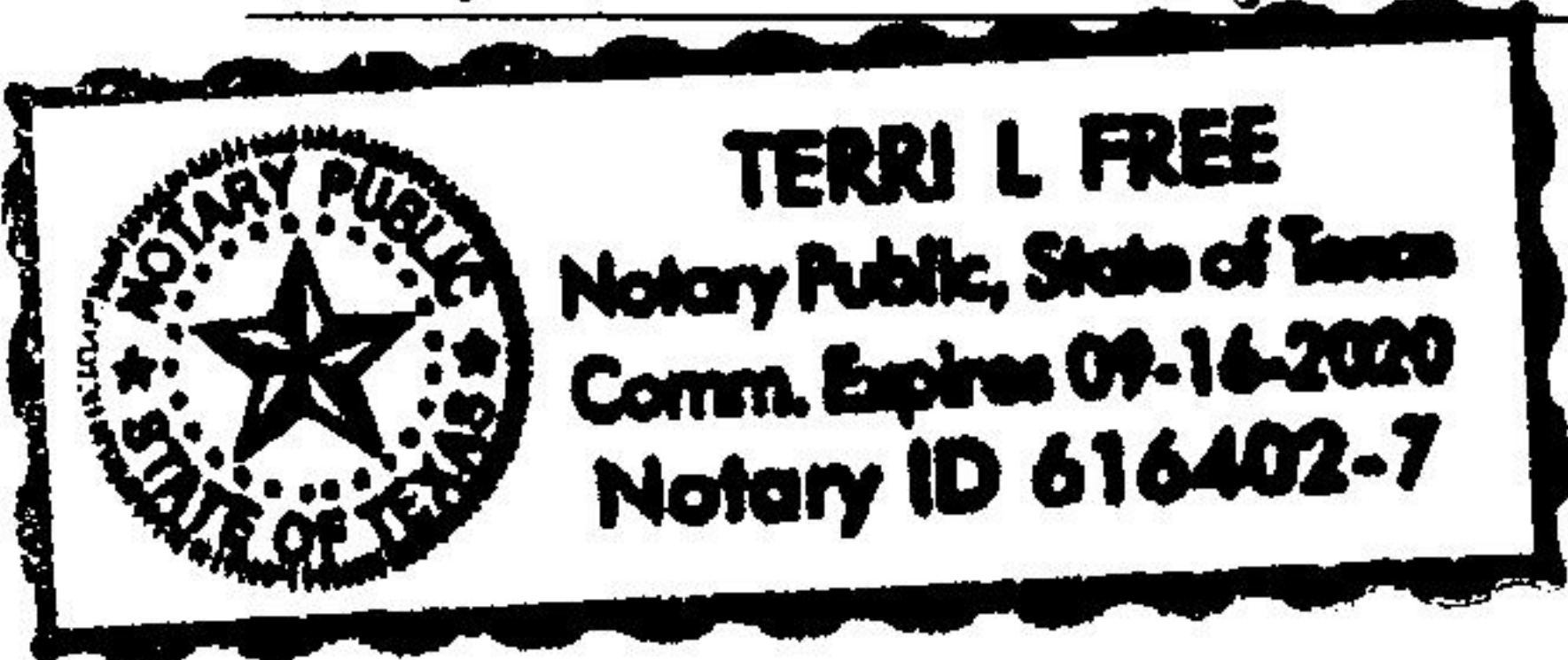
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared DILMON R NIXON, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17

[Signature]  
NOTARY PUBLIC



LOT 18 - McGUIRT

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

LOT 19 - UNDERHILL

SIGNATURE: T. P. Underhill DATE: 1/26/17

PRINTED NAME: Tim P. Underhill

ADDRESS: 602 LAREDO DR. MAGNOLIA, TX 72354

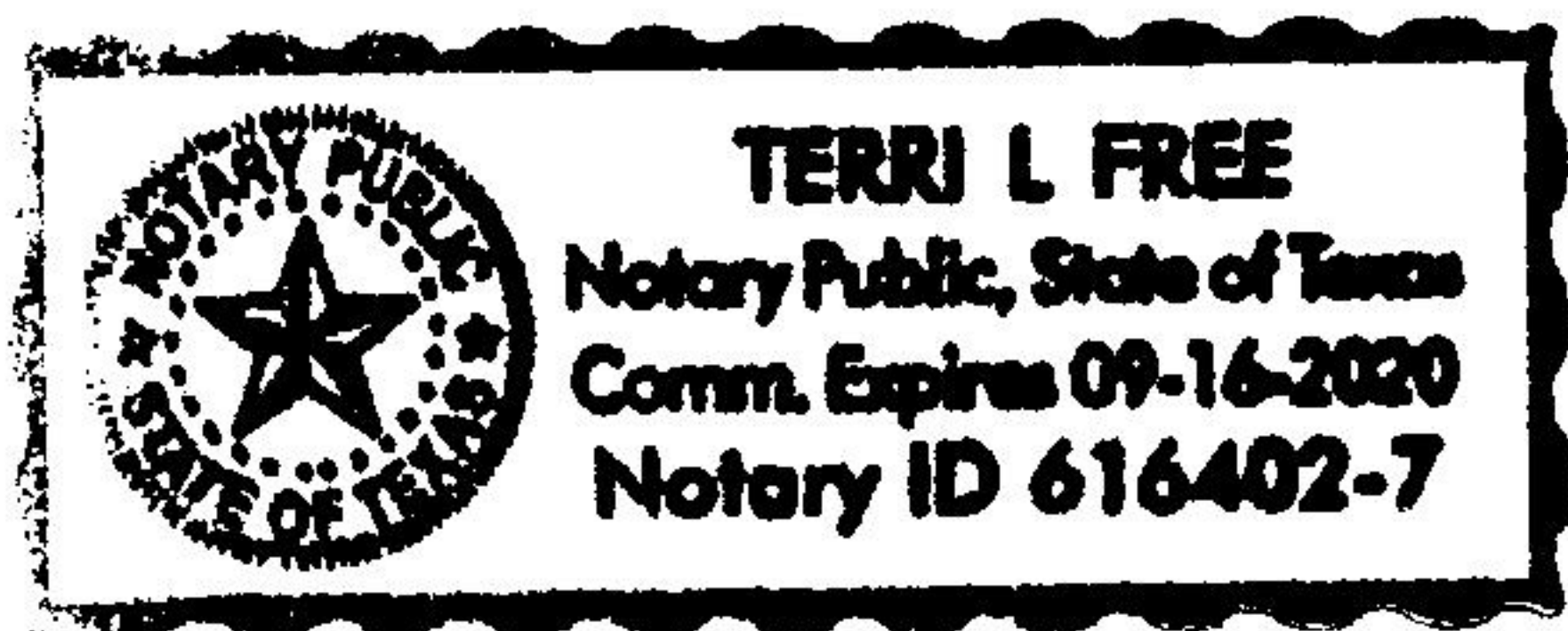
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared TIMOTHY UNDERHILL, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 1-26-17

Terril Free  
NOTARY PUBLIC



LOT 27 - RUTLEDGE

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

LOT 28 - 1ST AMERICAN TITLE

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

AFTER RECORDING RETURN TO:  
Connie Stegen  
P.O. Box 1454  
Magnolia, Texas 77353

FILED FOR RECORD  
01/27/2017 01:31PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number  
sequence on the date and time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

01/27/2017



County Clerk  
Montgomery County, Texas