

RESTRICTIONS
WEST MAGNOLIA FOREST, SECTION 10,
GRIMES COUNTY, TEXAS

#15893
VOL 296 PAGE 61

THE STATE OF TEXAS I
 I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GRIMES I

THAT, in order to insure to all purchasers of property in WEST MAGNOLIA FOREST, SECTION 10, a subdivision in the Wm. Berryman Survey, Abstract No. 509, Grimes County, Texas, according to the map or plat thereof recorded in Volume 291, Page 648, of the Deed Records of Grimes County, Texas, that all properties situated therein will be developed and maintained in a uniform manner to the mutual benefit of all owners and future owners thereof, MITCHELL & MITCHELL LAND DEVELOPMENT CO., a Texas corporation with offices and principal place of business in Houston, Harris County, Texas, the present owner of all of said properties, acting herein by and through its duly authorized officers, does hereby ADOPT, ESTABLISH and IMPOSE the following reservations, restrictions, covenants and conditions upon said properties which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the present owners, their respective successors and assigns, and to each and every purchaser of any of said properties, their respective heirs, legal representatives, successors and assigns, to-wit:

1. These conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 1988, and shall be automatically extended for successive ten (10)-year periods thereafter unless on or before one (1) month prior to the end of any such period of time three-fourths (3/4ths) of the owners of tracts of land in said subdivision shall agree in writing, properly executed and recorded in the office of the County Clerk of Grimes County, Texas, to amend or repeal such restrictions.

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2. All numbered lots in West Magnolia Forest, Section 10, shall be used for residential purposes only. No noxious or offensive trades or activities shall be carried on on any of the lots or tracts in said subdivision, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No lot or tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the local, State or Federal governments. No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity.

3. No residence shall be built or maintained on any lot in said subdivision having less than eight hundred square feet of living area, exclusive of garages and open porches. Residences shall be built at least seventy-five (75) feet from the nearest right-of-way line of any dedicated roadway. The exterior of each residence shall be finished and, if of a material other than brick, stone, asbestos or other material not commonly decorated or painted, shall be painted with at least two coats of paint. No tent, trailer, bus, basement, shack, barn, portable structure, or other outbuildings shall at any time be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence except that garages may be attached to the residence. Purchaser shall submit to and obtain approval of the subdivider of any plans for primary or secondary buildings, before commencement of work, to determine architectural suitability and conformity with restrictions. Should the Subdivider not disapprove plans so submitted within twenty (20) days from submission, such plans will be deemed to have been approved. When construction of any improvement is begun it shall be completed with reasonable diligence and no construction material or equipment shall be stored on the property except as construction is begun and continued with reasonable diligence. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any tract or building site. Provided, however, that more than one main residence may be built on a tract or building site if the plot plan and architectural plans are first approved in writing by the subdivider. This provision shall not be construed to permit resubdivision of a tract as hereinafter prohibited. The moving of used buildings onto any building site in the subdivision is prohibited unless such building is first inspected and approved in writing by the Subdivider. This right of inspection and right to approve plans may be delegated to a successor by written recorded instrument, and such successor may be a person, persons, corporation or civic club.

4. Whenever a residence is established on any tract it shall provide an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. No cesspool shall ever be dug, used or maintained on any parcel of land in said subdivision, and drainage of septic tanks or sewerage into roads, streets, alleys, ditches, ravines, or upon the open ground shall be

prohibited and such prohibitions shall be enforceable as any other violation of these restrictions by any resident in the subdivision or by public body. The purchaser of a parcel of land in said subdivision shall, upon constructing any residence upon his tract, or any person making use of his tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.

#15893

VOL 296 PAGE

63

Delete
5. ~~No tract in said subdivision shall ever be subdivided or resubdivided into smaller tracts or parcels of land, each tract in said subdivision as shown on the recorded subdivision plat constituting one and only one building site.~~

See attached
*

6. No road, street, or other vehicular passageway shall ever be opened through any tract in said subdivision, it being intended that no road, street or other vehicular passageway shall ever be opened, maintained or utilized in said Subdivision other than those shown on the subdivision plat.

7. All tracts in said subdivision are sold subject to easements for public utilities as may be already existing or as may become reasonably necessary for the subdivider, its successors or assigns, to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and provide the necessary utilities.

8. All tracts of land in said subdivision are sold subject to roads, easements and building lines as shown on the plat of said Section 10 of West Magnolia Forest Subdivision as referred to above.

9. The tract designated as "Reserve A" on the Subdivision plat shall be used for recreational purposes only, and shall be for the sole use and benefit of all owners of subdivision lots, their heirs, successors and assigns. After 75% of the lots in West Magnolia Forest, Section 10, have been sold, or sooner at the election of the Subdivider, Subdivider may transfer title to all park and other community areas to the property owners association or other civic club active in the area, after which the operation of, maintenance and payment of taxes on such park or other community area shall be the responsibility of such transferee. If, at the time Subdivider elects to divest itself of title to such park and other community areas, there is no property owners association or other civic club organization in existence for this Section, Subdivider may furnish written notice of its election to the then record owners of all lots in said Subdivision and request the formation of an association or club sufficient to take legal title to such property. If no such association or club is formed within 120 days from the date such notice is mailed, Subdivider shall have the right, without further notice, to dedicate such park and other community areas to the public.

10. The subdivider or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of these covenants or restrictions, and either prevent such person, or persons, from so doing by prohibitive or mandatory injunction, and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all of such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, MITCHELL & MITCHELL LAND DEVELOPMENT CO.,
herein sometimes referred to as "Subdivider", has caused these presents
to be executed by its duly authorized officers and its corporate seal
to be hereunto affixed on this the 12th day of May, 1970.

OWNER

MITCHELL & MITCHELL LAND
DEVELOPMENT CO.

By: M. D. Thompson
Its Vice President *as.*

David R. [Signature]
Its Assistant Secretary

LIENHOLDERS

R. A. Patout, Jr.
R. A. Patout, Jr.

Azzalie G. Patout
Azzalie G. Patout

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally
appeared M. D. Thompson, Jr., known to me to be the person
whose name is subscribed to the foregoing instrument, as Vice
President of MITCHELL & MITCHELL LAND DEVELOPMENT CO., a corporation,
and acknowledged to me that he executed the same for the purposes and
consideration therein expressed, in the capacity stated, and as the
act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of
May, 1970.

[Signature]
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS |
COUNTY OF GRIMES |

BEFORE ME, the undersigned authority, on this day personally
appeared R. A. PATOUT, JR. and wife, AZZALIE G. PATOUT, known to me to be
the persons whose names are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the purposes and
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of
May, 1970.

[Signature]
Notary Public in and for
Grimes County, Texas

Gertrude Falkenberg
Notary Public in and for
Grimes County, Texas

AMENDMENT TO RESTRICTIONS
WEST MAGNOLIA FOREST, SECTION 10
GRIMES COUNTY, TEXAS

#16128
VOL. 296 PAGE 461

THE STATE OF TEXAS I
 I
COUNTY OF GRIMES I

WHEREAS, pursuant to the provisions of that certain instrument dated May 12, 1970, recorded in Volume 296, Page 61, of the Deed Records of Grimes County, Texas, certain restrictions were imposed upon lots in West Magnolia Forest, Section 10, a Subdivision in Grimes County, Texas, according to the Map or Plat thereof recorded in Volume 291, Page 648, of the Deed Records of Grimes County, Texas; and,

WHEREAS, it is the desire of the undersigned owner of 75% of the lots in the aforementioned subdivision to amend the restrictions contained in said instrument dated May 12, 1970;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, GMA DEVELOPMENT CORPORATION (successor by merger to Mitchell & Mitchell Land Development Co.), a Texas corporation, with its offices and principal place of business in Houston, Harris County, Texas, acting herein by and through its duly authorized officers, the owner of 75% of the lots located in West Magnolia Forest, Section 10, a Subdivision in Grimes County, Texas, does hereby amend the restrictions contained in that certain instrument dated May 12, 1970, recorded in Volume 296, Page 61, of the Deed Records of Grimes County, Texas, in the following particulars:

Section 5, on Page 3, of said restrictions is hereby deleted in its entirety and the following substituted therefor:

*5. Prior to January 1, 1972, no tract in said Subdivision may be subdivided or re-subdivided into tracts or parcels of land smaller than as shown on the Subdivision Plat, each tract in

THE STATE OF TEXAS I
COUNTY OF GRIMES I

#16128

[VOL 296 PAGE 463

BEFORE ME, the undersigned authority, on this day personally appeared R. A. PATOUT, JR. and wife, AZZALIE G. PATOU, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day 1970.



Gertrude Falkenberg
Notary Public in and for
Grimes County, Texas

THE STATE OF TEXAS
COUNTY OF GRIMES

THIS CERTIFIES that the foregoing instrument, with its Certificates of authentication was filed for record in my office on the 31 day of July, A. D. 1970 and duly recorded by me on the 3 day of August, A. D. 1970 in Vol. 296, Page 461, of the Deeds records of Grimes County, Texas.

Trinston Harris
County Clerk, Grimes County, Texas
By *Gertrude Falkenberg*, Deputy

Executed and Filed

THE STATE OF TEXAS I
COUNTY OF GRIMES I

#16128

[VOL. 296 PAGE 463

BEFORE ME, the undersigned authority, on this day personally appeared R. A. PATOUT, JR. and wife, AZZALIE G. PATOU, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day 1970.



Gertrude Falkenberg
Notary Public in and for
Grimes County, Texas

THE STATE OF TEXAS
COUNTY OF GRIMES

THIS CERTIFIES that the foregoing instrument, with its certificates of authentication was filed for record in my office on the 31 day of July, A. D. 1970 and duly recorded by me on the 3 day of August, A. D. 1970 in Vol. 296, Page 461, of the Public records of Grimes County, Texas.

Trinston Harris
County Clerk, Grimes County, Texas
By Paradise Waters, Deputy

Notary Seal



SCM-CH

The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

SECTION 10, WEST MAGNOLIA FOREST, PROPERTY OWNERS ASSOCIATION, INC.
CHARTER NUMBER 01509780

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED OCT. 19, 1998

EFFECTIVE OCT. 19, 1998



A handwritten signature in cursive script, appearing to read "Alberto R. Gonzales".

Alberto R. Gonzales, Secretary of State

ARTICLES OF INCORPORATION

OF

SECTION 10, WEST MAGNOLIA FOREST CORPORATIONS SECTION PROPERTY OWNERS ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas

OCT 19 1998

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I NAME

The name of the Corporation is Section 10, West Magnolia Forest, Property Owners Association, Inc.

ARTICLE II NONPROFIT CORPORATION

The corporation is a nonprofit corporation.

ARTICLE III DURATION

The period of its duration is perpetual.

ARTICLE IV PURPOSES

The purposes for which the corporation is organized are:

- (a) To aid, promote and develop the common good, general welfare, health and safety of the residents and property owners of Section 10, West Magnolia Forest, a subdivision in Grimes County, Texas.
- (b) To enforce all covenants and restrictions imposed in Section 10, West Magnolia Forest, and to collect all assessments and charges provided for such covenants

and restrictions and use proceeds therefrom for the purposes set forth in such covenants and restrictions and in these Articles.

- (c) To have and exercise all rights and powers conferred on nonprofit corporations under the laws of Texas, or which may hereinafter be conferred, including the power to contract, rent, buy or sell personal or real property.
- (d) To do all other acts necessary or expedient to the administration of the affairs and attainment of the purposes of this corporation.
- (e) Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

This corporation is organized according to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Every person or entity who is the owner of any lot within Section 10, West Magnolia Forest, shall be a member of the corporation. For the purpose of determining membership, such ownership will be deemed to have vested upon delivery of duly executed Deed or Contract for Purchase to such owner.

Members shall be entitled to one vote for each lot in which they own the interest required for membership. When more than one person holds such interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

ARTICLE VI INITIAL REGISTERED AGENT AND OFFICE

The corporation's initial registered agent for service of process shall be Judi Isenberg. The street address of the registered agent's office shall be 1009 1/2 Post Oak, Plantersville, Texas 77363.

**ARTICLE VII
BOARD OF DIRECTORS**

The number of directors constituting the initial board of directors of the corporation is four, and the names and addresses of the persons who are to serve as the initial board of directors are as follows:

Don Fick
1066 Walnut Road
Plantersville, Texas 77363

Judi Isenberg
PO Box 467
Plantersville, Texas 77363

Marisue Becker
1012 Post Oak Road
Plantersville, Texas 77363

Jana Timmer
1010 Post Oak Road
Plantersville, Texas 77363

**ARTICLE VIII
INCORPORATORS**

The name and street address of each incorporator is:

Don Fick
1066 Walnut Road
Plantersville, Texas 77363

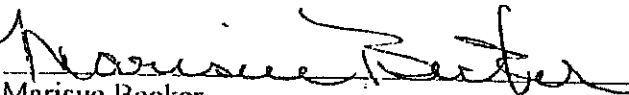
Judi Isenberg
1009 ½ Post Oak Road
Plantersville, Texas 77363

Marisue Becker
1012 Post Oak Road
Plantersville, Texas 77363

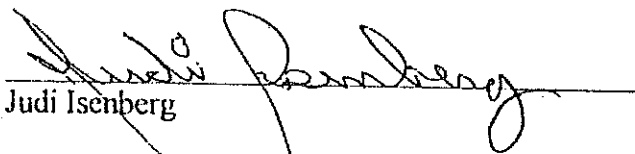
Jana Timmer
1010 Post Oak Road
Plantersville, Texas 77363



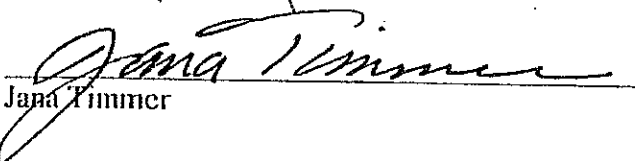
Don Fick



Marisue Becker



Judi Isenberg



Jana Timmer

Section 10
West Magnolia Forest
Property Owners Association

BY-LAWS

Section I Number, Election, and Term of Office

The Board of Directors of the Association (Board) shall consist of five (5) members (Directors). At the regular annual meeting of members those candidates for election as Directors receiving the greatest percentage of the votes cast either in person or by proxy at the meeting shall be elected to serve until the next annual meeting.

The five (5) directors may be increased or decreased by amendment of these by-laws with a minimum of three directors serving at any given time.

No household shall have more than one director serving at the same time.

Section II Qualifications

Each elected director shall be a member. If an elected director shall cease to meet such qualifications during his term, he/she shall thereupon cease to be a director and his place on the Board of Directors shall be deemed vacant.

Section III Vacancies

Any vacancy occurring on the Board by reason of resignation, removal, or incapacity of an elected director shall be filled by a majority vote of the remaining directors thereof. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director whom he/she succeeds.

Section IV Meetings

The Board shall meet for the purpose of organization, the election of officers, and the transaction of business, as soon as practicable after receiving notice from the Secretary of State of the filing of the Articles of Incorporation. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board not less than forty-eight (48) hours notice in writing to each director, delivered either personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without prior notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his/her waiver of notice of said meeting.

Section V Removal

Any elected director may be removed from office for cause by the vote of members having two-thirds (2/3) of the total percentage of ownership at any annual or special meeting of the Association, duly called.

Any director missing a total of three (3) consecutive meetings without prior notice shall be removed and replaced.

Section VI Compensation

Directors shall receive no compensation for their services as directors, and in no way act as a third party for services to the Association.

Section VII Board of Directors Quorum

At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and acts of the majority of the directors present at which a quorum is present shall be the acts of the Board of Directors.

Section VIII Powers of Duty

1. to elect and remove officers of the Association as hereinafter provided
2. to administer the affairs of the Association
3. to administer policies concerning the administration, management and operation of the property held for the use and benefit of all members (Common Elements)
4. to adopt rules and regulation, and written notice thereof to all Members governing the administration, management, operation and use of the Common Elements as determined by the general membership
5. to provided for the maintenance, repair and replacement of the Common Elements, and payments therefor, and to approve payment vouchers or delegate such approval to the officers
6. to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Elements and to delegate any such powers to a managing agent (and any such employees or other personnel who may be the employees of the managing agent)
7. to appoint committees of the Board and delegate to such committees the Board's authority to carry out certain duties of the Board
8. to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable. Beginning January, 1999 the fiscal year will be January 1 to December 31.
9. To collect all assessments and charges provided for in covenants and restrictions imposed in Section 10, West Magnolia Forest and to use the proceeds therefrom for the purposed set forth in such covenants and restrictions and in the Articles of Incorporation of the Association

10. To establish a bank account requiring two signatures on all accounts
11. To enter such contracts and agreements relating to the providing of maintenance, management and operational services as the Board may deem advisable
12. To enter such leases of portions of the common elements as the Board may deem advisable
13. To exercise all powers or duties of the Board of Directors referred to in these by-laws
14. In general, to carry on the administration of the Association and to do all those things necessary and/or desirable to carry out the governing and operation of the Association.

Section IX-Non-Delegation

Nothing in these by-laws shall be considered to grant to the Board, the Association or to the officers of the association any powers or duties which, by law, have been delegated to the members.

Section X Officers

1. Designation. At each regular annual meeting of the Board, the directors present at said meeting shall elect the following officers of the association by a majority vote:
 - (a) A President, who shall be a director and who shall preside over the meetings of the Board and of the members, and who shall be the chief executive officers of the Association
 - (b) A Secretary, who shall keep the minutes of all the meetings of the Board and of all the members, and who shall, in general perform all duties incident to the office of Secretary
 - (c) A Treasurer, who shall be responsible for financial records and books of accounts and the manner in which they are kept and reported
 - (d) Such additional officers as the Board shall see fit to elect.
2. Powers. The respective officers shall have the general powers usually vested in such officers, provided that the Board may delegate any specific powers to any other officer or impose limitations or restrictions upon the powers of any officer as the Board may see fit.
3. Term of Office. Each officer shall hold office for a term of one (1) year and a thirty-(30) day transfer period and until his successor shall have been appointed or elected and qualified.
4. Vacancies. The Board shall fill vacancies of any office within thirty (30) days by a majority vote of the Board at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he/she succeeds. Any officer may be removed for cause at any time by the vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.
5. Compensation. The officers shall receive no compensation for their services as officers or act as a third party for services to the subdivision.

Section XI Maintenance Fees

The Treasurer shall bill all property owners for maintenance fees on a yearly basis with the billing covering the entire balance for current and past due maintenance fees. If a property owner is twelve (12) months or more delinquent in payment of maintenance fees, the property owner will be given written notice. If the maintenance fee account is not brought to a current status within sixty (60) days, a notice of lien against the property will be filed. Maintenance fees will be assessed at \$25.00 annually per lot.

Section XII Amendments

These bylaws may be amended at a regular or special meeting of the Property Owners Association by a majority vote of the members in attendance. In the case of a conflict between the provisions of the Articles of Incorporation of this Association and these bylaws, the Articles of Incorporation shall control.

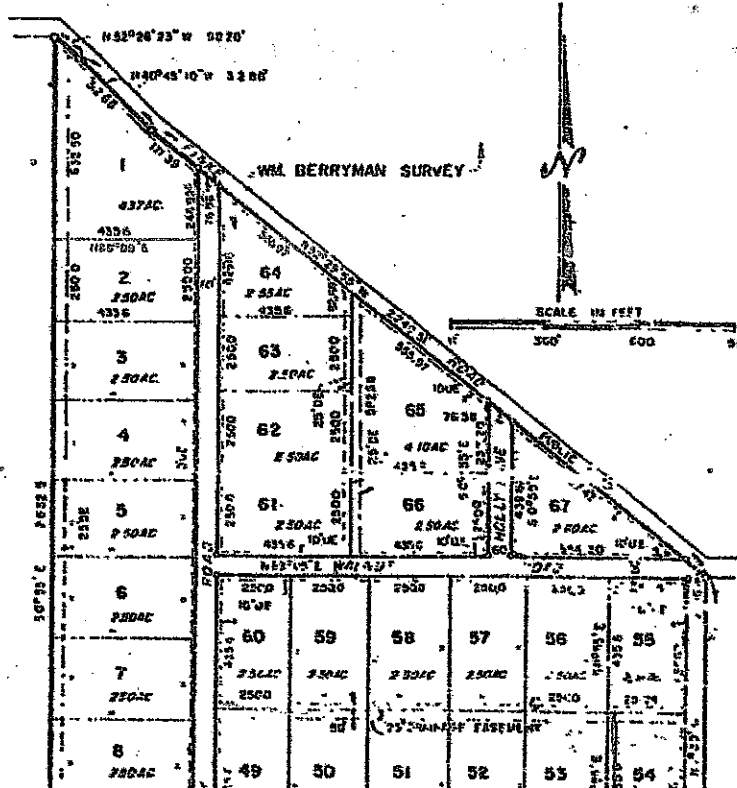
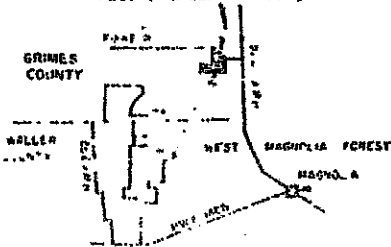
Ratified at the annual meeting of the Property Owners Association, January 17, 1999.

Judi Isenberg, President

Jana Timmer, Secretary

Marisue Becker, Treasurer

WEST MAGNOLIA FOREST, SECTION 10



APPROVED BY THE COMMISSIONERS COURT OF GRIMES COUNTY
 THIS 16th DAY OF August AD 1969

H.W. Higgins
 12th 3061

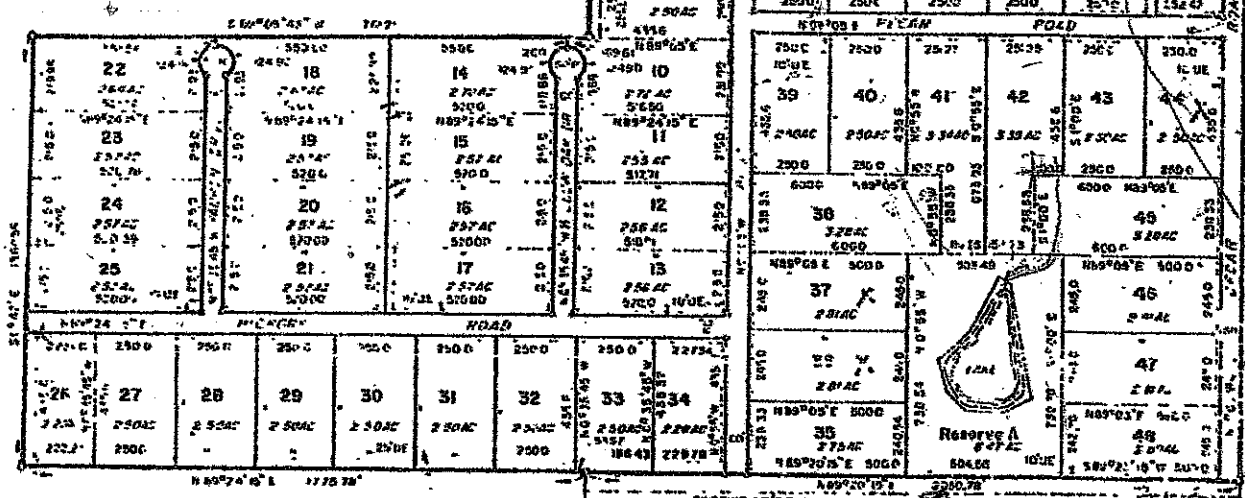
James Anderson
 12th 1210 1211 AC

W.H. Boyd
 12th 1211 1212 AC

W.P. Fisher
 12th 1212 1213 AC

W.H. Mitchell
 12th 1213 1214 AC

PIERSON SURVEY



NOTE DE - UTILITY EASEMENT
 DR - DRAINAGE EASEMENT

NOTE RESERVE A IS COMMON TO LOTS 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 (ALL ADJACENT LOTS)

JOHN H. PIERSON

31 24 09 gate

8660-000-0491
1.25

WATSON, DONALD E & REATHA

49

50

8660-000-0500
2.50
POWERS, SCOTT P

PECAN RD

51

8660-000-0520
2.50

GOLDEN, CAROL JEANNE

52

8660-000-0580

ABSHIRE, JAMES & LINDA

WEST MAGNOLIA
FOREST SEC. 10
8660

8660-000-0420
3.35

HAMNER, BRITT W

8660-000-0390
1.25

MC BEE, M DAVID & JANET G

39

8660-000-0400
2.50

MC BEE, M DAVID & JANET G

40

42

8660-000-0410
3.34

SYZDEK, BERNARD L, JR

41

8660-000-0380
1.25

SYZDEK, BERNARD L, JR

8660-000-0385
2.03

MC BEE, DAVID & JANET

38

8660-000-0370
2.81

LORIO, ANGELA

37

0
RESERVE
A

8660-000-0671
3.47

WEST MAGNOLIA FOREST-POA

POST OAK RD



GRIMES COUNTY APPRAISAL DISTRICT



Coordinate System: NAD 1983 State Plane Texas
This product is informational purposes and may not
have been prepared for or be suitable for legal
engineering or surveying purposes. It does not
represent an on-the-ground survey and represents
only an approximate relative location of property
boundaries.

Date: 5/11/2021 JM

WEST MAGNOLIA FOREST SUBDIVISON
Section 10
PROPERTY OWNERS ASSOCIATION
P.O. BOX 211
PLANTERSVILLE TEXAS 77363

October 27, 2023

Subject: Annual Meeting

Due to the weather and a problem with Grimes County being unable to give Property Owners Association correct names and addresses of new owners of some lots, **we will not have a meeting this year.**

The Board believes it would be unfair to the new owners to have a Business Meeting and they could not be part of any decisions made.

The next Meeting will be March 24, 2024

You will receive notice of the meeting in late February or early March to remind you of the meeting.

Thank you for allowing us, the Board, to serve you.

President	Kevin Schmitt	817-437-7002	kevin_schmitt@sbcglobal.net
Treasure	Delano Smith	936-894-1870	delano.smith1935@gmail.com
Secretary	Jessie Miles	281-687-5477	jrprahm@gmail.com
Board Member 1	Dianna Watson	713-854-4404	watson1933@aol.com
Board Member 2	Michelle Castillo	281-733-9740	mhuskey12@gmail.com

Would you share your email and contact number with the POA in case of a community emergency (such as a train derailment or fire)?

~~ESTIMATED WATER USAGE~~

PRICE, \$6100.00

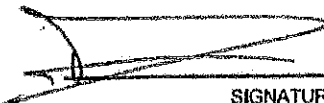
OS0034160

License Number

Dillon Conley

Name of Site Evaluator




SIGNATURE

11/02/21

DATE

SITE EVALUATION FORM

DATE: 7/13/21

HOME/ BUSINESS OWNER Sydek, Bernard

SUBDIVISION: W Magnolia FRST SECTION 10 LOT 41 BLOCK _____

SURVEY: _____ ABSTRACT _____

STREET ADDRESS 9298 Pecan Rd. Plantersville, TX 77363

ACREAGE / SQUARE FOOTAGE OF LOT: 3.34 Acres

TOPOGRAPHY

SLOPE

FLAT (0-5%) SLIGHT (6- 15%) MODERATE (16-29%) SEVERE (OVER 30%)

VEGETATION

GRASSY GRASS/BRUSH LIGHTLY WOODED HEAVILY WOODED%

SITE DRAINAGE:

POOR ADEQUATE GOOD OTHER

FLOOD HAZARD IN OUT Floodway

NOTE: IF ANY OF THE PROPERTY LIES WITHIN FLOOD HAZARD
IT MUST BE SHOWN ON THE SEPTIC DESIGN

WATER SUPPLY

COMMUNITY PUBLIC PRIVATE

NOTE: IF ANY NEIGHBORING WELLS EXIST, THEY MUST BE SHOWN ON THE DESIGN

RESIDENTIAL COMM

ESTIMATED WATER USAGE _____

*INSTALLED
SYSTEM
PRICE, \$6100.00*

OS0034160
License Number

Dillon Conley
Name of Site Evaluator



[Signature]
SIGNATURE

7/13/21
DATE

SOIL EVALUATION

BORE HOLE #1

PROFILE DEPTH	TEXTURE (USDA)	COLOR	RESTRICTIVE HORIZON /	GROUNDWATER INDICATION	GRAVEL ANALYSIS
0"-30"	Class II	Tan	No	No	None
30"-48"	Class III	Tan/Orange	No	Mottles @ 32"	None

NOTE: BORES SHALL BE EXCAVATED TO THE DEPTH OF TWO FEET BELOW THE PROPOSED EXCAVATION OR TO A RESTRICTIVE HORIZON, WHICHEVER IS LESS

BORE HOLE #2

PROFILE DEPTH	TEXTURE (USDA)	COLOR	RESTRICTIVE HORIZON /	GROUNDWATER INDICATION	GRAVEL ANALYSIS
		SAME AS ABOVE			

NOTE: STANDARD SUBSURFACE SYSTEMS IN CALSS II OR III SOILS CONTAINING GRAVEL SHALL BE FURTHER EVALUATED BY USING A SIEVE ANALYSIS TO DETERMINE THE PERCENTAGE OF GRAVEL BY VOLUME AND SIZE.



 SIGNATURE



7/13/21

 DATE

SOIL ANALYSIS

	SOIL TEXTURE	SOIL CLASS	RATE of APPLICATION
	COURSE SAND/GRAVEL	Ia	>.50
	SAND/LOAM SAND	Ib	0.38
✓	SANDY LOAM/LOAM	II	0.25
✓	SANDY CLAY LOAM/SANDY CLAY/CLAY LOAM/SILTY CLAY LOAM/ SILTY LOAM/SILT	III	0.20
	CLAY/SILTY CLAY	IV	0.10

NOTE: Subsurface horizons with colors of red, yellow and brown generally indicate good soil aeration and drainage throughout the year. Subsurface horizons that are in colors of gray, olive or blackish colors indicate poor aeration and soil drainage. Any soil profile that has the grayish colors indicative of high water tables (or mottling) within thirty-six (36) inches of the surface or has ground water visible in the test bore less than forty-eight 48 inches below the ground surface shall be deemed unsuitable for conventional subsurface disposal due to internal drainage.

IS THE SOIL SUITABLE FOR A CONVENTIONAL SYSTEM? Yes No

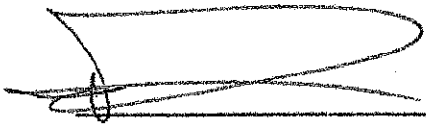
INDICATION OF SEASONAL WATER TABLE: Yes No

IF YES, THAN AT WHAT DEPTH 31 "

I Dillon Conley a Registered Site Evaluator did personally conduct the evaluation on 9298 Pecan Rd. Plantersville, TX 77363

ADDRESS/LEGAL DESCRIPTION

I certify these results are true and correct for this property



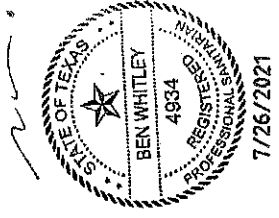
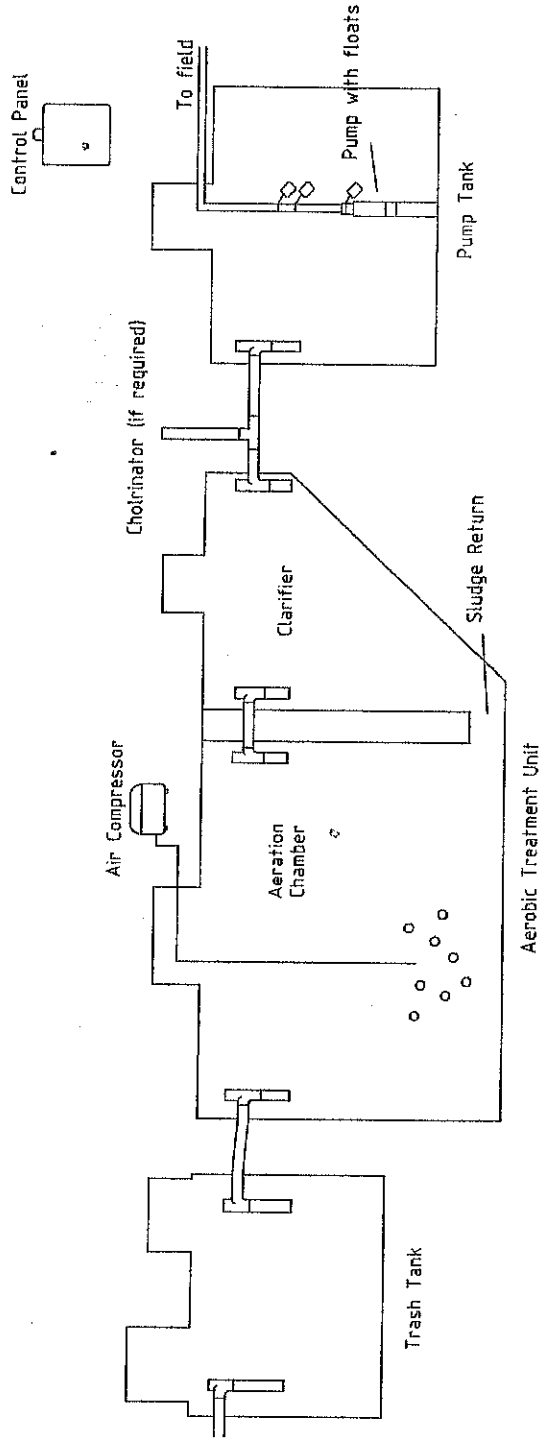
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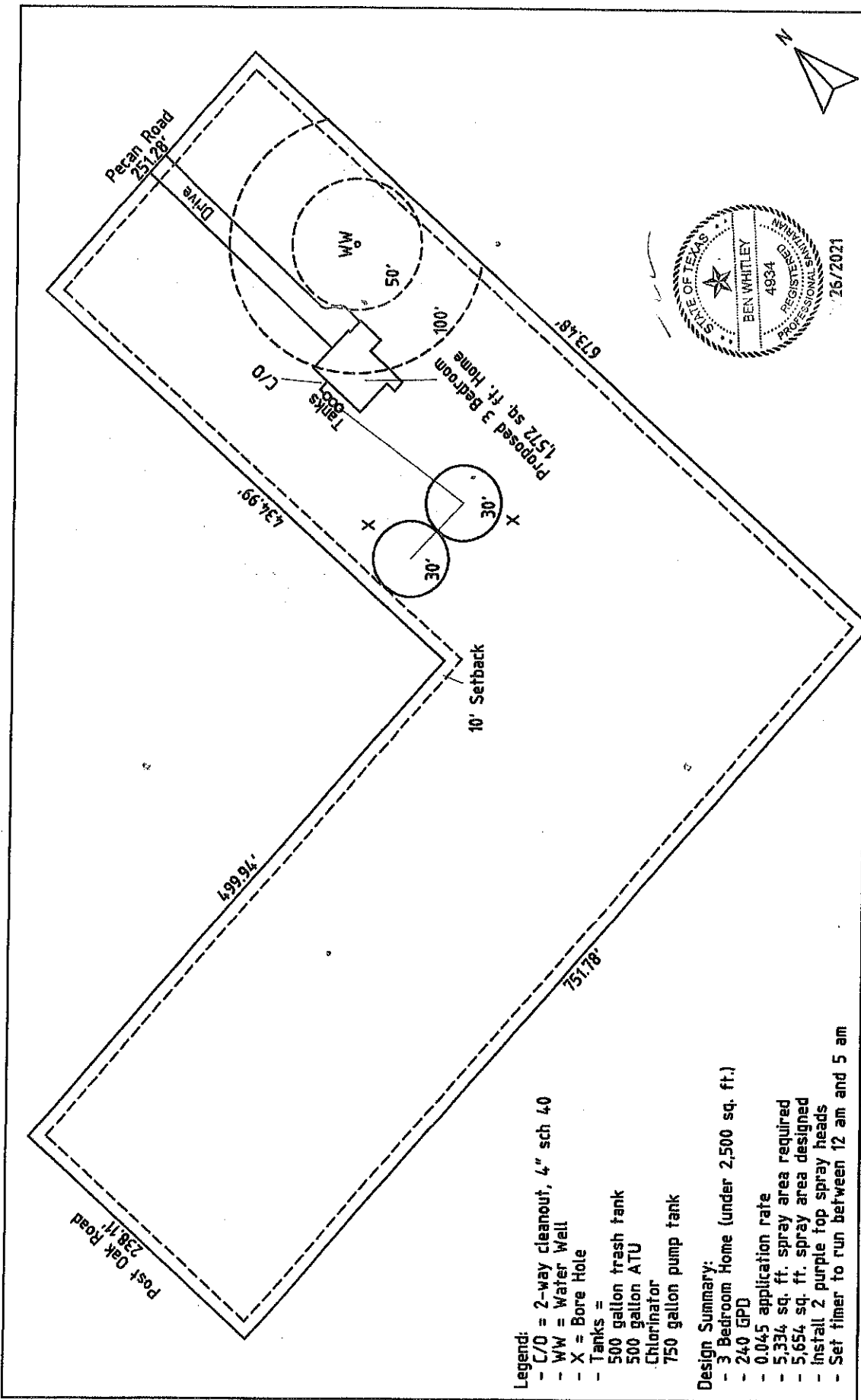


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Aerobic System Profile





- Legend:**
- C/O = 2-way cleanout, 4" sch 40
 - WW = Water Well
 - X = Bore Hole
 - Tanks =
 - 500 gallon trash tank
 - 500 gallon ATU
 - Chlorinator
 - 750 gallon pump tank

- Design Summary:**
- 3 Bedroom Home (under 2,500 sq. ft.)
 - 240 GPD
 - 0.045 application rate
 - 5,334 sq. ft. spray area required
 - 5,654 sq. ft. spray area designed
 - Install 2 purple top spray heads
 - Set timer to run between 12 am and 5 am

Customer: Sydek Residence	Section: 10
Address: 9298 Pecan Road	Lot: 38, 41
City, State, Zip: Plantersville, TX 77363	Acres: 3.34
Subdivision: W Magnolia FRST	
County: Grimes	
Designer: Ben Whitley	Scale 1" = 100'
Phone: (936) 520-2092	