

6341
SIXTH AMENDED RESTRICTIVE COVENANTS

THE STATE OF TEXAS §
COUNTY OF CAMP §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LANDCO DEVELOPMENT COMPANY is the owner of Whispering Hills Estates, an addition in Camp County, Texas, which is recorded in Vol. 2, Page 25 and in Vol. _____, Page _____, of the Camp County Plat Records.

WHEREAS, the above named owner desires to provide a residential and recreational development with pleasant living conditions and additionally desires to establish and maintain a general plan and building scheme uniform over the residential lots of the subdivision for the protection and benefit of all owners of any residential lots in said subdivision.

WHEREAS, the above named owner has previously filed Restrictive Covenants in Vol. 219, Page 398 of the deed records of Camp County, Texas, Amended Restrictive Covenants in Vol. 220, Page 728 of the deed records of Camp County, Texas, and Second Amended Restrictive Covenants in Vol. 221, Page 773 of the deed records of Camp County, Texas, and Third Amended Restrictive Covenants in Vol. 225, Page 51 of the deed records of Camp County, Texas, and Fourth Amended Restrictive Covenants in Vol. 227, Page 319 of the deed records of Camp County, Texas.

WHEREAS, the above named owner desires to amend said Restrictive Covenants to read as follows to more fully accomplish the purpose as set out above.

NOW, THEREFORE, the undersigned does hereby adopt, impose and place upon the land comprising said subdivision the protective and restrictive covenants set forth herein, which covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, unless said covenants are amended as herein provided. After expiration of the primary term as expressed above, these covenants shall automatically be extended for successive periods of ten (10) years.

1. These premises are conveyed and shall be used exclusively for residential purposes except as to those lots designated as business or commercial areas on the recorded plats of Whispering Hills Estates,

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Diana Knight
County Clerk
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and except as to those lots designated as mobile home and recreational vehicle lots, which are referred to hereafter as Phase II lots, as designated on the second recorded plat of Whispering Hills Estates. The word "business" as stated above, specifically means retail, wholesale, manufacturing, warehousing, etc.; but in no way does it intend to restrain a property owner or home owner from renting his/her home for any period of time. No building or mobile home may be moved into Whispering Hills Estates without the prior written approval of the Architectural Committee. No used building material may be used in any construction in Whispering Hills Estates without the prior written consent of the Architectural Committee. All plans for building must be submitted to the Architectural Committee and must be first approved by said committee before any construction can commence. The set of plans filed with said Committee may be retained by the Committee until completion of the residence. Any decision to approve or disapprove of any plan submitted to said Committee shall be solely in the discretion of said Committee.

2. An Architectural Committee comprised of Robert White, Gary Douglas, Bill Howard and Grady Dozier will review all building plans submitted in accordance with "1" above. A majority vote of the Architectural Committee will be required for approval for any plan of construction. The members of the Architectural Committee as designated above may be replaced from time to time with other owners of lots within the subdivision upon approval of a replacement member by the remaining members of the Architectural Committee.

3. Dwelling size:

- a. Except as provided in 3b. below, the floor area of the main structure, exclusive of all exterior storage, shall not be less than 1,200 square feet.
- b. The floor area of any permanent structure, exclusive of all exterior storage, whether attached or detached, open porches and garages, installed or built on lots in Phase II, shall not be less than 800 square feet.

4. Construction requirements:

- a. Except as provided in 4b. below, the exterior walls of any residence or other structure located on any lot that is exposed to



street or side yards shall not be composed of materials other than brick, stone or wood; provided, however, exceptions to this particular requirement may be made on an individual basis by the Architectural Committee. All outbuildings, storage buildings or other buildings located on any lot in Whispering Hills Estates shall be constructed from the same materials which comprise the residence located on said lot. Any construction begun on any structure must be complete on the exterior within 180 days from the date of commencement.

- b. Mobile homes may be installed on Phase II lots only. However, any mobile home installed shall not be more than 4 years old at the time of installation, unless an exception is made by the Architectural Committee. Furthermore, any mobile home moved onto a lot shall be completely underpinned within 90 days of the date of installation. Outbuildings and storage buildings may be erected on lots in Phase II subject to the prior approval of the Architectural Committee. In all other respects not in conflict, the provisions of 4a. above apply to Phase II lots as well.
5. Vehicles: Trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time. Street parking of any vehicle shall only be on a temporary basis not to exceed 24 hours.
6. Oil and mining operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
7. Water supply: Any water supply system shall be permitted on any lot as long as such system is located, constructed and equipped in accordance with requirements, standards and recommendations of the State Board of Health, and the Titus County Fresh Water Supply District No. 1. Approval of such system as installed shall be obtained from such authorities.

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8. Sewage Disposal:
- a. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Board of Health and the Titus County Fresh Water Supply District No. 1. Approval of such system as installed shall be obtained from such authorities.
 - b. Sewage from recreational vehicles (RVs) may be dumped only at a designated dump station or into the sewer system to be provided for Phase II lots.
9. Subdividing: No residential lot as designated on the recorded plat of Whispering Hills Estates may be subdivided. No more than one (1) single family dwelling may be erected upon each lot.
10. Building location:
- a. On all lots not in Phase II, no building shall be located nearer than twenty-five (25) feet to a front lot line without the prior written approval of the Architectural Committee, and no building shall be nearer than five (5) feet to a side line without the prior written approval of the Architectural Committee.
 - b. On all lots in Phase II, no building, mobile home, or recreational vehicle shall be located nearer than twenty-five (25) feet from the centerline of the road adjoining said lot without the prior written approval of the Architectural Committee, and no building, mobile home, or recreational vehicle shall be located nearer than five (5) feet to a side or back line without the prior written approval of the Architectural Committee.
11. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. Livestock and poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

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13. Camping:

- a. On all lots not in Phase II, no tent or temporary structure of any character may be constructed, maintained, or permitted to remain on any lot other than for camping on a lot for a period no longer than seventy-two (72) hours.
- b. On all lots in Phase II, tent and recreational vehicle camping shall be allowed. Upon departure by a lot owner, any tent must be taken down. Recreational vehicles may remain on these lots.

14. Signs: No sign of any kind may be placed or erected on any lot or anywhere in the Subdivision, except those signs erected by the Subdivision management for the purpose of safety and directions, or signs erected on commercial lots after approval by the Architectural Committee, or signs erected by the Developer to advertise the property during the construction and sale periods.

15. Easements: Easements for the installation and maintenance of utilities and drainage facilities are reserved to the owners as shown on the recorded plat.

16. Garbage and refuse disposal: No property within this addition shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including properties reserved for community use. All such waste shall be kept in sanitary containers with the lids on, and all equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. Dumpsters shall be placed in various locations throughout the subdivision by Landco Development Company until such time as the common areas are dedicated to the Whispering Hills Estates Homeowners Association, at which time the Association shall be responsible for providing dumpsters.

17. Repair and Maintenance Obligations of Owners: Each owner shall be responsible, at his sole cost and expense, for maintaining, repairing, replacing, and keeping in reasonably presentable condition all portions of any improvements located on his lot including, but not limited to, all residences, docks, piers, boathouses, outbuildings, and fences.

In the event that any owner shall fail to so maintain or repair within a reasonable time after notice from the Association that said improvements have not been maintained, repaired, restored, or kept in accor-



dance with the provisions of this covenant, then in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, the Association shall have the right to enter upon the lot to cause the improvements to be repaired, maintained, restored, or removed and each Owner hereby covenants and agrees to repay the Association for the cost hereof immediately upon demand. Failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

18. Sight distance at intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and line connecting them at points fifteen (15) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
19. Landco Development Company reserves the right to resurvey any unsold lots to such size and shape as the Company in its sole discretion shall determine to be necessary for the effective development of Whispering Hills Estates.
20. Fences: Any and all types of fences must be approved by the Architectural Committee before erection of same can be commenced.
21. Enforcement: Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violations or enforce damages or both.
22. Amendment: These covenants may be amended in whole or in part by a written instrument placed of record and executed by the owner or owners of at least seventy-five (75%) percent of the property within the Sub-division.

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23. Severability: Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the remaining provisions or covenants, which shall remain in full force and effect.

24. The Developers shall cause to be formed, and there is hereby formed, the Whispering Hills Estates Homeowners Association. Such Association shall be comprised of private property owners with Whispering Hills Estates and it shall create its own rules, regulations, and bylaws not inconsistent with the terms hereof or of any other regulations or restrictions pertaining to the Subdivision. Developers shall maintain and regulate all common areas, such as park areas, if any, or boat ramps, until fifty-one percent (51%) of all lots are owned by private property owners. When fifty-one percent (51%) of all lots are owned by private property owners, Developers shall convey the common areas, if any, to the Whispering Hills Estates Homeowners Association, and said Association shall accept said conveyance. Upon such conveyance, the Whispering Hills Estates Homeowners Association shall have the sole responsibility and sole liability for maintenance, upkeep and costs (including insurance and taxes) for such common areas. Any recreational facilities at Whispering Hills Estates are for the use of property owners only, and are to be used strictly and wholly at their own risk.

25. Assessments:

- (a) Effective January 1 of the year immediately following the conveyance of the common areas to the Association, the Board may establish an annual assessment of no more than \$150.00 per lot, or membership.
- (b) Effective January 1 of the year immediately following the year in which the first assessments are established and in each year thereafter, the Board may increase the annual assessment applicable to the year commencing that January 1 by not more than 10% above maximum annual assessment for the previous year without a vote of the owners.
- (c) The maximum annual assessment may be increased by more than 10% in any year if approved by a vote of 2/3 of all of the owners of property in the subdivision who are voting in person or by proxy at a meeting duly called for that purpose.
- (d) The purpose of the assessments shall be for the enforcement of



these covenants, to permit the Association to carry out and to exercise those powers and duties conferred upon the Association herein, to promote the recreation, health, safety, and welfare of the residents of the property, and for the improvement and maintenance of the common areas.

- (e) The annual assessments shall be fixed, determined, and collected by the board at a uniform rate for each lot or membership, including lots designated as such in the plat records which are owned by Landco Development Company. However, for all property which has not been designated as a lot, Landco Development Company shall pay \$2.00 per acre for each acre owned by it on the first day of the year that assessments commence and on the first day of each year thereafter.

26. Hunting: No hunting of any kind will be permitted on any property within the subdivision.

27. Lake Usage: Lot owners shall be subject to the following restrictions with respect to the use of the lake, which will be approximately 3½ acres in size, to be built within the area known as Phase II:

- a. No motor-propelled boats or crafts shall be permitted upon the lake.
- b. No dumping of any materials is permitted into the lake.
- c. No trotlines shall be permitted on the lake and no netting or commercial fishing shall be allowed.
- d. The owners of a lot contiguous to the lake shall have the right to construct a pier which may extend up to twenty-five (25) feet beyond the lake edge when the lake is at spillway level, subject to obtaining prior approval from the Architectural Committee for the construction of the pier.
- e. There shall be no fences within 50 feet of the lake.

EXECUTED this 25th day of April, 1989.

LANDCO DEVELOPMENT COMPANY

BY: 

Robert White, President

ATTEST:

Patrick White
Patrick White, Secretary

This above and foregoing is a true and correct copy of the original on file in this office



Dorinda Knight
County Clerk
Camp County, Texas
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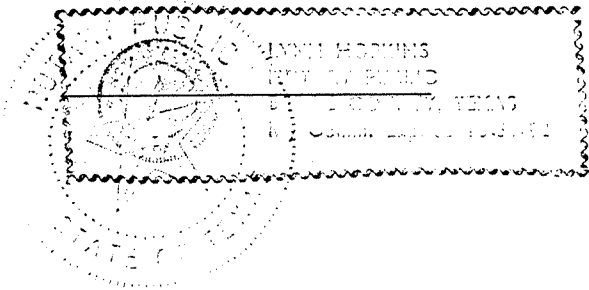
THE STATE OF TEXAS §
COUNTY OF CAMP §

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the State aforesaid, duly commissioned and acting, ROBERT WHITE and PATRICK WHITE, to me personally well known, who stated that they were the President and Secretary of LANDCO DEVELOPMENT COMPANY, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the 25th day of April, 1989.

Lynn Harris
NOTARY PUBLIC in and for
The State of T E X A S

My Commission Expires:



LOLLIS C. IRBY
County Clerk

ELAINE YOUNG
Chief Deputy Clerk

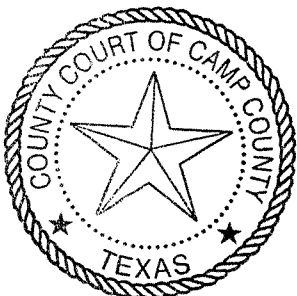


AREA CODE 214
TELEPHONE 856-273

PITTSBURG, TEXAS

75686
FILED FOR RECORD THIS THE 26th DAY OF APRIL, A.D. 1989, AT 11:30 A.M
AND DULY RECORDED THIS THE SAME DAY.

LOLLIS C. IRBY, COUNTY CLERK, CAMP COUNTY.



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I, SANDRA KNIGHT, COUNTY CLERK, CAMP COUNTY, Texas do hereby certify that this is a true and correct copy as same appears of record in official public records in my office.

Witness my hand and seal of office on 7-27-2023

SANDRA KNIGHT, County Clerk
By *Sandra Knight* Deputy
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