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Restr

AMENDMENTS TO
WHISPERING OAKS SECTION TWO (2) RESTRICTIONS

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STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS §

WHEREAS, restrictions filed of record in Volume 3548, Page 499 and Volume 3642, Page 143 of the Deed Records of Harris County, Texas impose on Whispering Oaks Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 54, Page 52 and Page 22 and Volume 56 Page 56 of the map records of Harris County, Texas all those certain covenants, restrictions, easements, charges and liens therein set forth for the benefit of said property and each owner thereof, and

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WHEREAS, said restrictions contain provisions for the perpetuation of such covenants for an initial period of twenty five (25) years from the date such covenants were originally recorded and successive renewal periods of (10) years unless an instrument signed by a majority of the "then owners of the lots in said addition has been filed for record prior to the end of the 25 years or the end of any 10 year period, agreeing to change said covenants in whole or in part."

WHEREAS, the undersigned, constituting a majority of the current owners of the lots in Whispering Oaks, Section Two (2), in their desire to (i) keep the

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development of said real property for the mutual benefit and pleasure of the property owners in said subdivision, (ii) maintain the protection of such property values thereon, and (iii) preserve their right to amend and update such restrictions in the immediate future (less than 10 years from the date of the filing of this instrument) by a vote of the majority of the lot owners of Whispering Oaks Section Two (2) in order to bring the restrictive covenants applicable to Whispering Oaks Section Two (2) into harmony with the restrictive covenants of other surrounding and adjacent sections Whispering Oaks; presently the restrictions of all such sections expire on different anniversary dates;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned constituting a majority of the owners of the lots in Whispering Oaks, Section Two (2), do hereby make and file the following restrictions, reservations, protective covenants, limitations, and conditions and restrictions regarding the use and/or improvements on the lots located in said Whispering Oaks, Section Two (2), including the dedicated roads, avenues, streets, and waterways therein, and do hereby amend or change pursuant to the provisions of Whispering Oaks, Section Two (2) restrictions, the previous restrictions on filed of record in the Harris County Real Property Records at Volume 3548, Page 499 and Volume 3642 Page 143 as follows:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until August 5, 1995 (the "initial period"), after which time said covenants shall be automatically extended for

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successive periods of five (5) years (extension period) unless an instrument signed by a majority of the then owners of the lots in Whispering Oaks Section Two (2) has been filed for record prior to the end of the "initial period" or the end of any subsequent "extension period", agreeing to change said covenants in whole or in part.

All covenants and restrictions herein are for the benefit of all of the lot owners of Whispering Oaks Section Two (2) and shall be binding upon the purchaser or their successors, heirs and assigns.

All of the restrictions, easements, and reservations herein provided and adopted as part of Whispering Oaks Section Two (2) shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land and subject to which such lot or lots are conveyed; each such conveyance of any interest whatsoever shall be subject to such restrictions and reservations herein. Each and every contract, conveyance and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth herein.

2. If the parties hereto or any of them or their heirs, or any lot owner in Whispering Oaks, Section Two (2) or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in Whispering Oaks Section Two (2) to prosecute any proceedings at law or in equity against the person or persons

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violating or attempting to violate any such covenants either to prevent him or them from so doing, or to recover damages or other relief due for such violation.

Invalidation or abandonment of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Alternatively, if the modification of the restrictions of the covenants and restrictions originally filed of record in Volume 3548, Page 499 and Volume 3642 Page 143 of the Deed Records of Harris County, Texas (the "original covenants and restrictions") accomplished by this document shall be declared invalid or ineffective by any court of competent jurisdiction, then it is the expressed intention of the undersigned majority of lot owners of Whispering Oaks Section Two (2) that the "original covenants and restrictions" shall remain in full force and effect as if never modified, or attempted to be modified by this instrument. Unless expressly modified by this instrument all "original covenants and restrictions" shall remain in force. Violations of any restrictions, conditions, or covenants set forth herein shall give the Whispering Oaks Maintenance Association, Inc. and/or the Houston Whispering Oaks Civic Club the right of entry, without committing a trespass, to the violating property in order to remove or abate such violation and charge the expense thereof back to the owner as a lien on the property. No deviation from any of these restrictions shall be permitted except by special written permission of the Whispering Oaks Maintenance Association and/or the Houston Whispering Oaks Civic Club.

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3. With the exceptions listed below, no lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences or otherwise and all such usages of said property is hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars, except by special written permission of the Whispering Oaks Maintenance Association and/or the Houston Whispering Oaks Civic Club. This covenant, however, shall not prevent the erection of quarters for bona-fide servants domiciled with a tenant or owner.

4. No building shall be erected, placed or altered on any lot in Whispering Oaks, Section Two (2), until two copies of preliminary sketches, location sketch and cost estimates, and later two copies of final plans, location sketch on lot and cost estimates, have been approved by the architectural control committee as to quality of material and workmanship, interior arrangement, harmony of exterior design (including color) with existing or proposed structures, as to size and location on lot, and as to adequacy of storage space. No fence, wall or obstruction shrubbery shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Attached garages shall not open to the front of the lot, except with special written

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permission of the Whispering Oaks Maintenance Association and/or the Houston Whispering Oaks Civic Club unless the front of the garage is seventy (70) feet back of the front of house. Approval shall be as provided In Part 5.

Curbs shall be cut at least 10 feet wider than driveway to provide a minimum radius of five (5) feet. One inch expansion joints must be provided in concrete driveways and walks at 20 foot centers maximum with first joint at edge of curb. No driveway shall enter from Memorial Drive.

5. The Architectural Control Committee of three shall be appointed by the Board of Directors of the Houston Whispering Oaks Civic Club. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

6. No residence shall be erected or placed on any lot or on portions of one or more lots having a width of less than 80 feet at the minimum building setback line, nor shall any residence be erected or placed on any lot or on

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portions of one or more lots having an area of less than 10,000 square feet. Walls and roof of detached garage and servants shall be of same material and color as used for main house.

All residences constructed on residential building plots shall be constructed on a concrete slab or on continuous concrete grade beams.

7. No horses, cows, goats, sheep or other animals livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose; and further provided that the aggregate number of household pets of all descriptions whether dogs, cats or other pets shall not be in excess of three pets of all descriptions, nor shall they be kept in such numbers and in such manner as to become an annoyance or a nuisance in the neighborhood.

8. No trailer, basement, tent, shack, garage, or barn erected in this tract shall be at any time used as residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved on to a building plot in this addition. No septic tank or disposal plant may be built or maintained on any lot.

9. The ground floor area of the main structure exclusive of porches, garages, and/or semi-finished storage rooms, and/or servants' quarters, shall contain not less than 2,000 square feet.

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All improvements shall be constructed on the site to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage, but the driveway may enter the lot from side street, however, attached garage shall not face the street.

10. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as shown on the recorded plat. No dwelling shall be located nearer than ten (10) feet to an interior lot line. For the purpose of this covenant, eaves, steps and unroofed porches shall not be considered as a part of the building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. No garage shall be located nearer to the side lot line than five (5) feet. No building shall be located on any easement.

11. Easements affecting all lots in this tract are reserved as shown on the recorded plat for installation and maintenance of utilities and drainage facilities, and in addition to the easements designated on said plat, there is hereby designated and dedicated for the use of all public utilities an unobstructed serial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easements as dedicate on said plat.

Title to any lot or portion of lot conveyed by T & H Development Corporation shall not include title to water lines, sewer lines, or any public utility lines in these easements or streets.

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The right of entry to any easement for the purpose of building, maintaining or repairing lines is expressly reserved and neither the Whispering Oaks Maintenance Association and/or the Houston Whispering Oaks Civic Club or their assigns shall be liable for damage to any plant, structure, or building on such easement, because of any such construction maintenance or repair.

The Whispering Oaks Maintenance Association and/or the Houston Whispering Oaks Civic Club reserve the right to build, maintain, repair, sell or lease all such lines in all easements and streets and to grant or deny connections to areas outside Whispering Oaks Section Two (2).

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

13. Residence exterior walls shall be constructed with not less than 51% masonry veneer. In computing this percentage wall masonry to sill line of windows or masonry to midpoint of wall shall be considered to be 35% masonry. One outside wall or an attached garage shall be used in the computation.

14. No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period and/or signs designating dead-end streets, street names, and traffic control signs.

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15. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

17. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area framed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight line limitations shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the above restrictions.

18. Each residential lot in Whispering Oaks Section Two (2) shall be subject to an annual maintenance charge of not more than five mills per square foot of lot area, for the purpose of creating a fund to be known as the Whispering Oaks Maintenance Fund, to be paid by the then owners of each lot in conjunction with the like charges to be paid by owners of other lots in all Sections of

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Whispering Oaks. This maintenance charge shall be secured by a vendor's lien upon said lots and is to be paid annually on the first day of January of each year, in advance, to the Whispering Oaks Maintenance Association with 6% interest on any delinquent payments, and such annual charge may be adjusted by said corporation from year to year as the needs of the property may, in its judgement require, but shall in no event be set at a greater amount than five mills per square foot per year, and an annual balance sheet fund will be mailed to each owner of property in all sections of Whispering Oaks.

The Whispering Oaks Maintenance Association and/or the Houston Whispering Oaks Civic Club agree to apply the total of the funds so collected, so far as they may be sufficient, toward the payment for maintenance of streets, paths, parks, parkways, esplanades, vacant lots and also for providing fire protection, police or watchman, lighting, fogging, garbage and rubbish pick-up and for maintenance and operation of clubhouse and swimming pool, and doing any other things necessary or desirable in the opinion of said corporation to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of Whispering Oaks. It is agreed that the decisions of said corporation shall be final so long as such expenditures are made in good faith. Payment of maintenance charges, however, shall not vest the owner of any lots in Whispering Oaks, Section Two (2), or in any other lot in any other section of Whispering Oaks, with any right, title and/or ownership in and to the club house, swimming pool, playground and/or its facilities, but any rights relating to

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the same shall be personal rights only, and shall be governed by the By-Laws, rules, regulations and Charter provisions and corporate management of any corporation which may own the said facilities, and the right and enjoyment of such facilities shall exist only to the extent of the right of membership in the said club which may later be organized.

These annual maintenance charges shall continue until August 5, 1995 and for successive five (5) year periods thereafter until a majority of the then lot owners shall file an instrument with the County Clerk of Harris County agreeing to the abandonment of such charges.

EXECUTED by each individual property owner on the date indicated, to be effective when recorded in the Real Property Records of Harris County, Texas.



172-54-0236

SIGNATURE, AGREEMENT, ACKNOWLEDGEMENT AND APPROVAL PAGE
WHISPERING OAKS SECTION TWO (2) RESTRICTIONS

Lot No.: 10

Block No.: 5

Street Address: 143 Stony Creek Dr.
Houston, Tx. 77024

T.F. Glass Jr.
SIGNATURE OF PROPERTY OWNER
T.F. GLASS, JR.

Frances C. Glass
SIGNATURE OF PROPERTY OWNER
FRANCES C. GLASS

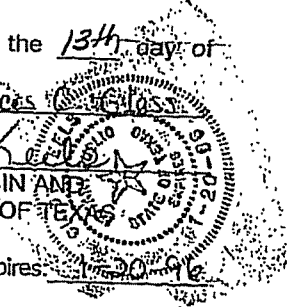
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Oct. 13 1993
DATE

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of
October, 1993, by T.F. Glass, Jr. and Frances C. Glass

Cindy Keaton
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



My commission expires: 1-20-96

THIS INSTRUMENT WILL BE ATTACHED TO AND BECOME A
PERMANENT PART OF THE WHISPERING OAKS
SECTION (2) RESTRICTIONS

172-54-0282

**SIGNATURE, AGREEMENT, ACKNOWLEDGEMENT AND APPROVAL PAGE
WHISPERING OAKS SECTION TWO (2) RESTRICTIONS**

Lot No.: 4

Block No.: 6

Street Address: 163 WARRENTON DR.
77024

Eugene S. Hughes
SIGNATURE OF PROPERTY OWNER
Eugene Hughes

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SIGNATURE OF PROPERTY OWNER

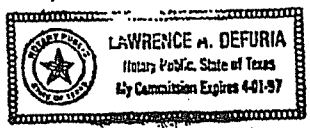
10-8-93
DATE

Mr. Billy Hant
HAVINS & O'DEN
1100 LOUISIANA, SUITE 600
HOUSTON, TEXAS 77002

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8th day of
October, 1993, by EUGENE S. HUGHES and _____



Lawrence A. Defuria
NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS

My commission expires: 4-1-97

**THIS INSTRUMENT WILL BE ATTACHED TO AND BECOME A
PERMANENT PART OF THE WHISPERING OAKS
SECTION (2) RESTRICTIONS**

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



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RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on:

OCT 15 1993



Dee C. Payne
COUNTY CLERK
HARRIS COUNTY, TEXAS

Dee C. Payne
COUNTY CLERK
HARRIS COUNTY, TEXAS

93 OCT 15 PM 2:44

FILED

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