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DATED: AUGUST 3, 1960

NO. 213207 B

FILED: AUG. 5, 1960

AT 11: 35 A.M.

RESTRICTIONS

TO :

FROM: JAMES H. MacNAUGHTON, TR.

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RESTRICTIONS AND COVENANTS GOVERNING PROPERTY AND LOTS SITUATED IN WHISPERING OAKS, SECTION 4, AN ADDITION IN THE CITY OF HOUSTON, HARRIS COUNTY, TEXAS, WHICH IS OWNED BY JAMES H. MACNAUGHTON, TRUSTEE.

THE STATE OF TEXAS:
COUNTY OF HARRIS:

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, James H. MacNaughton, Trustee, for the purpose of creating and carrying out a uniform plan for the improvement and sale of lots in WHISPERING OAKS, SECTION 4, an Addition in Harris County, Texas, according to the plat thereof recorded in Volume 73, Page 24, of the Map Records of Harris County, Texas; and James H. MacNaughton, Trustee is the owner of all of the Lots in the said Sub-division known as WHISPERING OAKS, SECTION 4, and James H. MacNaughton, Trustee desires to restrict the use and development of the said property located in WHISPERING OAKS, SECTION 4, in order to insure that it will be a high-class, restricted residential district;

NOW, THEREFORE, James H. MacNaughton, Trustee does hereby impose the following restrictions upon the said property included within WHISPERING OAKS, SECTION 4, which restrictions shall constitute covenants running with the land and with each and every property owner purchasing or owning Lots in WHISPERING OAKS, SECTION 4, for their benefit and for the benefit of James H. MacNaughton, Trustee, and said restrictions shall constitute covenants running with the land and any beneficiary hereunder shall have the right to endorse such restrictions using whatever legal method deemed advisable.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of Ten (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.

2. If the parties hereto or any of them or their heirs, successors or assigns, or any lot owner in WHISPERING OAKS, SECTION 4, 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 said addition to prosecute any proceedings at law or in equity against the person or persons 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.

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Invalidation or abandonment of any of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Violations of any restrictions, conditions, or covenants set forth herein shall give James H. MacNaughton, Trustee, 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 James H. MacNaughton, Trustee.

3. Without exception, 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 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 James H. MacNaughton, Trustee. 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 4, 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 materials 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 obstructing shrubbery shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. Attached garages shall not open to the front of the lot, except with special written permission of James H. MacNaughton, Trustee, unless the front of the garage is Seventy (70) feet back of the front of the house. Approval shall be provided as 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 Gessner Road.

5. The Architectural Control Committee of three shall consist of James H. MacNaughton, Sam A. Johnson and Edward H. L. Clarac, Jr. 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 of the committee 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

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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 70 feet at the minimum building setback line, nor shall any residence be erected or placed on any lot or on portions of one or more lots having an area of less than 10,000 square feet.

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 nuisance in the neighborhood.

8. No trailer, basement, tent, shack, garage, or barn, erected in this tract shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved onto 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 a one-story main structure shall contain not less than 2,000 square feet. The ground floor area of a main structure exceeding one story in height shall contain not less than 1,600 square feet. Computation of all ground floor area shall exclude porches, garages, patios, storage rooms and servants' quarters.

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 unless otherwise specifically prohibited.

10. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines 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 construed 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

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designated on said plat, there is hereby designated and dedicated for the use of all public utilities an unobstructed aerial easement Five (5) feet wide from a plane Twenty (20) feet above the ground upward located adjacent to said easements as dedicated on said plat.

Title to any lot or portion of lot conveyed by James H. MacNaughton, Trustee, shall not include title to water lines, sewer lines, or any public utility lines in these easements or streets.

The right of entry to any easement for the purpose of building, maintaining or repairing lines is expressly reserved and neither James H. MacNaughton, Trustee or his assigns, nor the operator of any public utility shall be liable for damage to any plant, structure, or building on such easement, because of any such construction, maintenance or repair.

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. No sign of any kind shall be displayed to the public view on any residence 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.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and all waste shall be kept 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.

15. 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.

16. Each residential lot in WHISPERING OAKS, SECTION 4, shall be subject to an annual maintenance charge of not more than five mills per square foot of lot area, excluding Drainage Easement to the United States of America, recorded in Volume 2378, Page 7, Harris County Deed Records and further excluding the 50 foot drainage easement shown on Block 12, of the recorded plat, for the purpose of creating a fund to be known as the WHISPERING OAKS MAINTENANCE FUND, to be paid by the then owner of each lot in conjunction with the like charges to be paid by owners of other lots in all Sections of 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 respective corporation which originally subdivided and sold said lot, at its Office in Houston, Texas, or its assigns or successors, with 6% interest on any delinquent payments, and such annual charge may be adjusted by said corporation or its assigns from year to year as the needs of the property may, in its judgment 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

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of this fund will be mailed to each owner of property in all sections of WHISPERING OAKS. This annual maintenance charge in WHISPERING OAKS SECTION 4, shall commence January 1, 1962.

James H. MacNaughton, Trustee agrees to pay such maintenance charges for its unsold lots and 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 pickup, and doing any other thing 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 James H. MacNaughton Trustee, 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 4, or in any other lot in any other section of WHISPERING OAKS, with any right, title and/or ownership in and to any club house, swimming pool, playground and/or its facilities, but any rights relating to the same shall be personal rights only, and shall be governed by the Bylaws, 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 for a period of Five (5) years from date of filing of restrictions, and then shall continue for successive Five (5) year periods 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.

IN TESTIMONY WHEREOF, James H. MacNaughton, Trustee, has caused these presents to be executed on the 3rd day of August, 1960.

JAMES H. MacNAUGHTON, TRUSTEE

(DULY ACKNOWLEDGED*****)

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