

RESTRICTIONS AND COVENANTS GOVERNING PROPERTY
AND LOTS SITUATED IN WHISPERING OAKS, SECTION 6, AN ADDITION IN
THE CITY OF HOUSTON, HARRIS COUNTY, TEXAS, which is
C102924 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 6, an Addition in Harris County, Texas, according to the plat thereof recorded in Volume 123, Page 45 of the Map Records of Harris County, Texas; and James H. MacNaughton, Trustee is the owner of all of the lots in the said Subdivision known as Whispering Oaks, Section 6, and James H. MacNaughton, Trustee desires to restrict the use and development of the said property located in Whispering Oaks, Section 6, 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 6, which restrictions shall constitute covenants running with the land and with each and every property owner purchasing or owning lots in Whispering Oaks, Section 6, 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 enforce 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 6, 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 violations.

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, drug stores, apartment houses, boarding homes, residences or otherwise, and all such use 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 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.

5. 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.

6. The ground floor area of a one-story main structure shall contain not less than 1, 800 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.

7. 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.

8. 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 aerial easement five (5) feet wide from a plant twenty (20) feet above the ground upward located adjacent to said easements as dedicated on said plat. There is also hereby designated a sanitary sewer easement to the City of Houston as follows:

Easement No. 1: Beginning at a point in the southerly line of the afore-said Lot 1, said point being located S 64° 20' E, a distance of 5.00 feet from the southwest corner of said Lot 1;

Thence, in a northeasterly direction, parallel to and 5.00 feet easterly of, at right angles, the westerly line of the afore-said Lots 1 & 2, following the arc of a curve to the left, having a radius of 1079.00 feet, a central angle of 13° 21' 37", and whose chord bears N 18° 59' 18" E, a distance of 251.53 feet to a point in the north line of said Lot 2.

Easement No. 2: Beginning at a point in the southerly line of the afore-said Lot 1, said point being located S 78° 30' E, a distance of 5.00 feet from the southwest corner of said Lot 1;

Thence, N 11° 30' E, parallel to and 5.00 feet easterly of, at right angles, the westerly line of the afore-said Lots 1, 4 and 5, a distance of 100.26 feet to a point in the north line of said Lot 1.

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 operators of any utility shall be liable for damage to any plant, structure, or building on any lot, because of any such construction, maintenance or repair.

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9. 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.

10. 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.

11. 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.

12. Each residential lot in Whispering Oaks Section 6, shall be subject to an annual maintenance charge of sixty dollars (\$60.00) 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 charges to be paid by owners of other lots in other 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 Whispering Oaks Maintenance Association, a Texas Corporation, at its office in Houston, Texas, or its assigns or successors, with 6% interest on any delinquent payments. This annual maintenance charge in Whispering Oaks, Section 6, shall commence January 1, 1966. These annual maintenance charges shall continue for a period of five (5) years from January 1, 1966, 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 24 day of March, 1965.

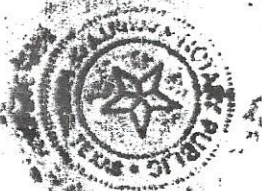
James H. MacNaughton, Trustee
JAMES H. MACNAUGHTON, TRUSTEE

THE STATE OF TEXAS:

COUNTY OF HARRIS:

Before me, the undersigned authority, on this day personally appeared James H. MacNaughton, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 24 day of March, 1965.



Wesley G. Thayer
Notary Public in and For Harris County, Texas