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#1467280  
RESTRICTIONS.  
FROM: WHISPERING OAKS DEV. CORP. No. 1

DATED: 4-2-55  
FILED: Aug, 6, 1955  
AT: 11:45 A.M.  
TO:-----

SEC 1

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Whispering Oaks Development Corporation No. 1, a Texas corporation, and Whispering Oaks Development Corporation No. 2, a Texas corporation, each respectively and separately, for the purpose of creating and carrying out a uniform plan for the improvement and sale of lots in Whispering Oaks Section 1, an Addition in Harris County, Texas, according to the plat thereof filed in the Office of the County Clerk of Harris County, Texas, and Whispering Oaks Development Corporation Section 1 is the owner of Lots 1 through 19, inclusive in Block 1, lots 20 through 38 inclusive, in Block 2, Lots 1 and 2 in Block 4, and Lot 3 and 4 in Block 5 of Whispering Oaks Development Corporation Section 1; and Whispering Oaks Development Corporation No. 2 is the owner of Lots 1 through 19, inclusive, in Block 2, Lots 1 through 23, inclusive, in Block 3 and Lots 1 and 2 in Block 5 of Whispering Oaks Section 1, and the said Whispering Oaks Development Corporation No. 1, and Whispering Oaks Development Corporation No. 2 are for convenience and brevity hereinafter referred to separately and respectively as Whispering Oaks, and said corporations desire to restrict the use and development of the property located in Whispering Oaks Section 1 in order to insure that it will be a high-class restricted residential district;

Now, therefore, Whispering Oaks does hereby impose the following restrictions upon the said property which shall constitute covenants with each and every property owner purchasing or owning lots in Whispering Oaks Section 1, for their benefit and for the benefit of Whispering Oaks, which 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 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 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.

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.

Violation of any restrictions, conditions, or covenants set forth herein shall give Whispering Oaks 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 will be permitted except by special written permission of Whispering Oaks.

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, con'd. . .

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 Whispering Oaks. This covenant, however, shall not prevent the erection of two-story quarters for bona-fide servants domiciled with a tenant or owner.

However, Lot 1, Block 1, Section 1, may be used as a service area for the addition and as a site for Whispering Oaks Office and a realty sales office; and a suitable tract will be selected in Section 2 to be used as a park, playground, and/ or a swimming pool area with all necessary appurtenances.

4. No building shall be erected, placed, or altered on any lot in Whispering Oaks, 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, 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 setback line unless similarly approved. Attached garages shall not open on to the front of the lot, except with special written permission of Whispering Oaks, or unless the front of the garage has a roof overhang of eight (8) feet and is twenty-seven and one-half (27½) feet back of front of house or has a roof overhang of six (6) feet and is thirty-five (35) feet back of front of house, or has a roof overhang of four (4) feet and is forty-two (42) feet back of front of house, or the front of the garage is fifty (50) feet back of the front of house. Approval shall be as provided in Part 5.

Curbs shall be cut at least 10' 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' centers maximum with first joint at edge of curb sidewalk. No driveway shall enter from Memorial Drive.

5. The architectural control committee of three shall be appointed by the Board of Directors of the respective Whispering Oaks Development Corporation which sold the lot originally. 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.

Whispering Oaks reserves the right at any time to organize a nonprofit corporation to which the park, playground and swimming pool area may be deeded. Any original purchaser of any lot in any section of Whispering Oaks, whether presently developed or later developed, or any stockholder in any of the associated Whispering Oaks Corporations, shall be entitled to one vote as a member in said corporation. The management of the said park, playground and/ or swimming pool and the area surrounding the same shall be under the management of a Board of Directors elected by the members thereof, and the same shall be regulated, maintained and financed in such a manner as the said corporation and its Board of Directors shall elect. Any purchaser or transferee of or from an original purchaser con'd. . .

shall not become a member unless admitted to membership by a majority of the board of Directors.

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. Walls and roof of detached garage and servants' quarters shall be of the same material and color as used for main house, unless otherwise approved in writing by Whispering Oaks.

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

7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that not more than three (3) dogs or cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Nor they shall 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 a resident, 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 the main structure, exclusive of porches, garages, and/ or semi-finished storage rooms, and/ or servants' quarters, shall contain not less than 1,500 square feet.

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 but attached garage shall not face the street.

10. No building shall be located on any lot nearer to the front lot or nearer to the side street line than the minimum building setbacks lines shown on the recorded plat. No dwelling shall be located nearer to an interior lot line than ten (10) feet on the garage side and five (5) feet on the opposite side of a residence. *(Whispering Oaks)*

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.

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 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 Whispering Oaks 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 Whispering Oaks nor its 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.



Whispering Oaks reserves 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.

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 part of Whispering Oaks shall be conveyed to, owned by, leased to, used or occupied by person or persons other than of the white or Caucasian Race, except that bona-fide servants of other races may occupy servants' quarters.

14. 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 of an attached garage shall be used in the computation.

15. 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.

16. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not 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.

17. 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 to be done at his expense.

18. 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 formed 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.

19. Each residential lot in Whispering Oaks 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 owner of each lot in conjunction with like charges to be paid by owners of other lots in 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 Whispering Oaks 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 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 of this fund/ will be mailed to each owner of property in Whispering Oaks.

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The respective Whispering Oaks Corporation which sold said lot 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, sidewalks, 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 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 corporation shall be final so long as such expenditures are made in good faith.

These annual maintenance charges shall continue for a period of fifteen (15) years from date of filing of restrictions, and then shall continue for successive five (5) years periods or 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.

20. Whispering Oaks Development Corporation No. 1 and Whispering Oaks Development Corporation No. 2 reserve to themselves respectively the legal and fee simple title in and to each and all of the several streets and driveways situated in the property and premises owned by each corporation prior to subdivision as shown on the said map or plat of Whispering Oaks Section 1 subject to the limited dedications shown upon said map or plat and herein expressed.

In testimony whereof, Whispering Oaks Development Corporation No. 1, a corporation, and Whispering Oaks Development Corporation No. 2, a corporation, has caused these presents to be executed by the duly authorized President of each of said corporations and attested by the Secretary of each of the said corporations and the corporate seals attached at Houston, Texas, on this the 2nd day of April, 1955.

ATTEST: (SEAL)  
M.C. Tatum Sec.

WHISPERING OAKS DEVELOPMENT CORP. No. 1  
By: Lester L. Tatum, President.

(SEAL)  
ATTEST:  
M.C. Tatum Sec.

WHISPERING OAKS DEVELOPMENT CORP. No. 2.  
By: Lester L. Tatum, President.

Duly acknowledged.

President and Secretary respectively of Whispering Oaks Development Corporation No. 1 and Whispering Oaks Development Corporation No. 2, do hereby certify that at a meeting of the Board of Directors of each of the said corporations held in the office of said corporations in Houston, Texas, on the 2nd day of April, 1955, at which meeting all Directors were present, a resolution was unanimously voted to adopt the foregoing covenants, restrictions, reservations and easements for the purposes of creating and carrying out a uniform plan for the improvement of Whispering Oaks Section 1, an Addition in Harris County, Texas.

con'd. . .

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The original of said resolution is now of record in the respective minute books of said corporations, and have not been amended, altered or revoked and are still in full force and effect, and the Secretary of the corporation was ordered and instructed to cause a certified copy of the said covenants, easements, restrictions and reservations to be recorded in the Deed Records of Harris County, Texas.

This the 2nd day of April, 1955.

Lester L. Tatum, President.

M.C. Tatum, Secretary.

Sworn to and subscribed before me, a Notary Public in and for Harris County, Texas, by the said Lester L. Tatum and M.C. Tatum on this the 2nd day of April, 1955.

Bennett B. Patterson Notary  
Public in and for Harris County,  
Texas.

(SEAL)

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