

EXHIBIT "A"

Whispering Hills Subdivision ~ Restrictive Covenants Attached to Each Lot

Lakecroft Beach Estates rights transferred to WHPOA, Doc # 367012 dtd 12/17/1990

Renewals via Doc # 9806012540, Doc # 200806016227 dated 4/25/2008 and Doc # 201806009942 dated 3/15/18
(Reproduced Copy-Original & Renewals on file at Comal County Clerk's Office)

STATE OF TEXAS

COUNTY OF _____ }

KNOW ALL MEN BY THESE PRESENTS:

THAT, LAKECROFT BEACH ESTATES, INC., a Texas corporation, hereinafter called "Grantor", for and consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and does by these presents, GRANT, SELL and CONVEY unto _____ of _____ County, Texas _____ hereinafter called "Grantees" (whether one or more), all of the following described real property in COMAL County, Texas, to-wit:
TRACT(s) _____ in WHISPERING HILLS as shown by map or plat of said subdivision duly recorded in the Office of the County Clerk of COMAL County, Texas, in Volume 4, Pages 20-27 of Plat and Map Records of COMAL County, Texas, reference to which is hereby made.

This conveyance is made subject to all restrictions, assessments, restrictive covenants, easements, and reservations of all rights, titles, and interests in and to the surface and subsurface minerals which are of record; and is also subject to the following assessments and reservations in favor of Grantor, its successors and assigns, and to the following covenants, conditions and restrictions adopted for the benefit of all persons who shall own property in WHISPERING HILLS, the subdivision above described, said covenants, conditions and restrictions to be binding upon and be observed by the Grantees herein, as well as Grantees, heirs, executors, administrators and assigns.

1. All tracts shall be used solely for residential purposes, except tracts designated for business purposes provided, however, no business shall be conducted on any of these tracts which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibration, and provided further that the Grantor expressly reserves the right until January 1, 1975 to vary the use of any property notwithstanding the restrictions embodied in this conveyance, should Grantor in its sole judgment deem it in the best interests of the property to grant such variances. The granting of any such variance by the Grantor shall be specifically stated in both the contract of sale and in the Grantor's deed conveying said tract or tracts.
2. Tracts designated as business may be used either for residential or business purposes provided, however, that if used for a business the nature and purpose of the business use shall first be approved in writing by Grantor, its successors, assigns or designees. No tract may be subdivided unless written approval is given by the Grantor, its assignees or designees.
3. No building other than a single family residence containing no less than 1100 square feet, exclusive of open porches, breezeways, carports and garages, and having not less than 25% of its exterior walls constructed of masonry i.e. brick, rock, concrete or concrete products shall be erected or constructed on any residential tract and no garage may be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed not later than six (6) months after laying foundations and no structures or house trailers of an kind may be moved on to the property. Servants quarters and guest houses may be constructed to the rear of permanent residence. All buildings must be completely enclosed from ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from outside view.
4. No improvements shall be erected or constructed on any tract nearer than fifty (50) feet to the front property line nor nearer than five (5) feet to the side property line except that in the case of corner tracts no improvements shall be erected or constructed within ten (10) feet of side property line adjacent to the streets. No material of any kind shall be placed or stored on the property unless construction of a permanent residence has been commenced and is underway. No used material shall be stored on the property or used in any construction. In the event materials of any kind are placed on the property which are, in the opinion of the Grantor, in violation of the above stipulations and agreement, Grantor may notify Grantee by mail of such violation and if the violation is not corrected and the subject material is not removed within ten (10) days after the mailing of such notice, Grantee agrees that Grantor may remove said material from the property, dispose of said materials and charge Grantee with removal costs, the exercise of which right of removal shall leave Grantor free of any liability to Grantee.
5. No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by the Grantor or by such nominee or nominees as it may designate in writing.
6. No advertising or "For Sale" signs shall be erected without written approval of Grantor. Shooting of fire arms or hunting for birds or wild game of any kind on any tract is strictly prohibited.
7. No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with paragraph 3 above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be first obtained from the Grantor and local Department of Health. No removal of trees or excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Grantor.

8. An assessment of \$15.00 per year per tract owner (which may be paid semi-annually or annually) shall run against each tract in said property for use and maintenance and operating costs according to rules and regulations of Grantor. The decision of the Grantor, its nominee or consignee with respect to the use and expenditure of such funds shall be conclusive and the Grantee shall have no right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on each tract respectively, and shall be payable to the Grantor in San Antonio, Texas, on the 1st day of June of each year, commencing June 1, 19__ or to such other persons as Grantor may designate by instrument filed of record in the Office of the County Clerk of _____ County, Texas. In cases where one owner owns more than one (1) tract there will be only one (1) assessment for such owner, Provided, however, that if such an owner should sell one or more of his tracts to a party who theretofore did not own property, then said tract or tracts so transferred shall thereafter be subject to the lien provided herein.

9. No noxious, offensive, unlawful or immoral use shall be made of the premises.

10. No hogs or goats of any kind shall be raised, bred or kept on any tract; dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11. All covenants and restrictions shall be binding upon the Grantees or their successors, heirs or assigns. Said covenants and restrictions are for the benefit of the entire property.

12. The Grantor reserves to itself, its successors and assigns an easement or right-of way over a 5 foot strip along the side, front and rear boundary lines of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Grantor to supply such services. Should a utility pipe line be installed in the rear property easement as herein reserved, Grantee agrees to install a gate in any fence that shall be constructed on such easement for utility company access to such pipe line.

13. All tracts are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.

14. All minerals in, on and under the above described property are excepted from this conveyance and are hereby reserved to Grantor.

15. No tract 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. No junk or wrecking yards shall be located on any tract.

16. These restrictions are to run with the land until June 1, 1998 provided, however, that the record owners of a majority of the tracts shall have the power through a duly recorded written instrument to extend this covenant for extensive ten (10) year periods from and after June 1, 1998.

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

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantees and the heirs, successors and assigns of the Grantees forever. The Grantor hereby binds itself and its successors to WARRANT and FOREVER DEFEND all and singular the said premises subject to the reservations, easements, restrictions and covenants above referred to, unto the Grantees and unto the heirs, successors, assigns and legal representatives of the Grantees against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year are assumed by Grantee.

IN TESTIMONY WHEREOF, LAKECROFT BEACH ESTATES, INC., has caused this instrument to be signed by its Vice President-President, attested by its Secretary, and the corporate seal to be hereunto affixed at San Antonio, Texas, this the ____ day of ____, A.D. 19__.

LAKECROFT BEACH ESTATES, INC.

By _____
Vice President-President

ATTEST:

Secretary

(Reproduced Copy-Original & Renewals on file at Comal County Clerk's Office)