

286797

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DEEDS

THE STATE OF TEXAS I
COUNTY OF MONTGOMERY I

That Whispering Pines, Ltd., the owner of 198 acres of land out of and a part of the William Kibbe Survey, Abstract Number 303, Montgomery County, Texas, commonly referred to as Whispering Pines, Ltd., does hereby create the following set of restrictions in order to inure to all purchasers of said property that the properties thereon will be developed and maintained in a uniform manner to the mutual benefit of the owners, and accordingly, the following conditions, restrictions and covenants are hereby established to be covenants running with the land, binding upon all tracts and future purchasers and owners, their heirs and assigns, and all parties or persons, holding possession under such purchasers or future owners of Whispering Pines, Ltd. Each purchaser and future owner or party holding possession under such persons, agrees that as a part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants, as follows:

1. Said property shall be devoted exclusively to and used exclusively for residence purposes by said Purchaser, his heirs and assigns; the Purchaser hereby binds himself, his heirs and assigns not to construct or permit the construction of any building or improvements at any time upon said property, except such as are suitable for designed and intended to be used as a place of places of residence with the necessary outbuildings required in connection with residences located on said premises and then, only if the building plans and specifications pertaining thereto have been first approved by architectural control committee. This committee is composed of three Whispering Pines property owners.

2. It is specifically agreed that no trees of any size are to be cut or removed from said lots until one-half of the purchase price of this contract has been paid or until contract has been paid or until construction of a residence has been commenced. No garage

apartments shall be erected on said lots except in the rear of a residence already constructed.

3. No part of any residential building shall be located nearer to the front lot line than fifty (50) feet and not nearer any interior lot line than five (5) feet and not nearer than thirty (30) feet from the rear of said property. No residence consisting of less than twelve hundred (1200) square feet shall be erected on said property and the exterior of same shall be not less than fifty-one (51%) percent brick, with the side facing the street required to be one hundred (100%) percent brick. No outdoor toilet shall be constructed upon said property and all toilets and baths shall be installed with and connected to a Septic Tank or sanitary sewer. No trailer, tent, shack, barn or other temporary outbuildings erected or placed on any lot in Whispering Pines shall be used as temporary or permanent residence or for any other purpose whatsoever.

3a. No mobile home or trailer house shall be allowed on any lot in Whispering Pines - for any purpose whatsoever.

4. No noxious or offensive trade or activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No lot or any portion thereof shall be used for the purpose of raising or keeping of swine, goats, fowl, mules, sheep, cattle, or any other animals that cause a nuisance for either commercial or personal pleasure other than domestic household pets or horses. The maximum number of horses allowed will be two (2) per tract, only tracts of 250 feet depth or deeper will be allowed horses. No enclosure for horses shall be closer to the street than one hundred (100) feet and must be at least fifty (50) feet behind the rear of the residence.

6. Drainage structures of private driveways shall have a net drainage opening area of eighteen (18) inches to permit the free flow of water. No fence shall be permitted from the front of the residence to the street. (Unless it is strictly decorative - not containing).

7. Clothes lines, if used, must be hung in the rear of the property.
8. No Purchaser can subdivide a lot.
9. No sign of any kind shall be displayed to the public view on any residential Building Plot except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale period.
10. EASEMENTS for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.
11. There will be no garage door openings towards the streets. Detached garage is an exception as long as it is set back behind the residence.
12. No automobiles, or parts, may be parked in the streets for longer than one (1) week.
13. No fence shall go beyond building line (any closer to front of property than fifty (50) feet.
14. Each Whispering Pines property owner is required to begin clearing his property within six (6) months of purchase and complete clearing the front one hundred (100) feet depth within twelve (12) months of purchase. Clearing will consist of removing underbrush, mowing or chopping weeds and grass to a level below twelve (12) inches in height. Each property owner is required to keep his property free of debris and grass mowed below twelve (12) inches in height. Failure to comply will result in the Whispering Pines property owners association having these requirements done and the negligent property owner billed for this clearing or cleaning at cost.
15. No home will be constructed by any builder, firm, etc. unless that builder, firm, etc. is approved by Jo-Mar Development, Corporation.
16. No individual may have an individual well, water supply, etc., unless prior approval is obtained from Jo-Mar Development, Corporation.
17. In order to assure adequate beautification standards of the subdivision

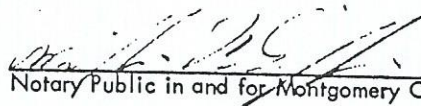
there is created by the owners and developers of Whispering Pines, a perpetual improvement fund for street lights, signs, markers and other beautification projects. There shall be required, levied and paid by all tract purchasers and owners beautification improvement fee in the amount of \$4.00 per month for owners. The proceeds thereof shall be placed in said fund and used for such purposes by the owners and developers of said subdivision at their discretion until such time as a majority of the tract owners shall have formed a civic club or similar entity when and at such time such fund, the use thereof and all rights herein created shall be transferred to such organization. The fund herein created shall be perpetual throughout the life of these restrictions or extensions thereof, unless abandoned in writing by the owner of said subdivision, or abandoned in writing by a majority vote of the members of said organization. That and until such time improvement fee shall act as a "Lien Charge" upon the tracts in said subdivision. Each tract owner authorized the owner of said subdivision to withhold and apply such charge monthly out of the payments made upon the purchasing of tracts herein conveyed. That upon payment in full of such property by the tract owners, or, and upon the transfer of such fund to a civic club, and in the event of default of such payment, such charges shall accrue as a lien and charge upon the tracts and any action brought for collection and/or the enforcement of foreclosure of said lien shall constitute liquidated demand accruing to the benefit of the holder, or holders, of such right of action which shall, in addition to such charge, include the collection of interest at the legal rate, together with reasonable attorneys' fees and court costs incurred in the collection thereof.

THE STATE OF TEXAS I
COUNTY OF MONTGOMERY I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tom A. Martin, 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.

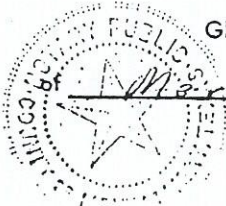


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of March, A. D. 1972.

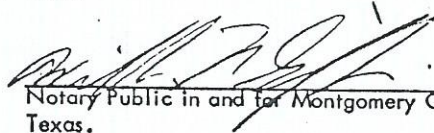

Notary Public in and for Montgomery County, Texas

THE STATE OF TEXAS I
COUNTY OF MONTGOMERY I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Douglas G. Boles, 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.

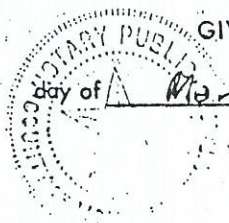


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of March, A. D. 1972.


Notary Public in and for Montgomery County, Texas.

THE STATE OF TEXAS I
COUNTY OF MONTGOMERY I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charles A. Clark, 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 the 15th day of March, A. D. 1972.

[Signature]
Notary Public in and for Montgomery County, Texas.

~~THE STATE OF TEXAS I
COUNTY OF MONTGOMERY I~~

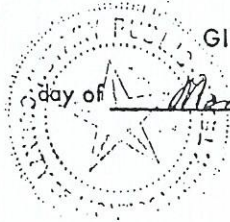
~~BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randolph L. Correll, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.~~

~~GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A. D. 1972.~~

~~Notary Public in and for Montgomery County, Texas.~~

THE STATE OF TEXAS I
COUNTY OF MONTGOMERY I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clyde Browning, 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.

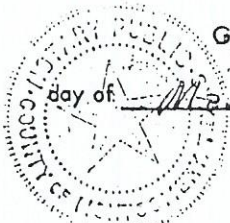


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st
day of March, A. D. 1972.

[Signature]
Notary Public in and for Montgomery County,
Texas.

THE STATE OF TEXAS I
COUNTY OF MONTGOMERY I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jack D. Tucker, 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 the 6th
day of March, A. D. 1972.

[Signature]
Notary Public in and for Montgomery County,
Texas.

THE STATE OF TEXAS I
COUNTY OF MONTGOMERY I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ray Needham, 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.

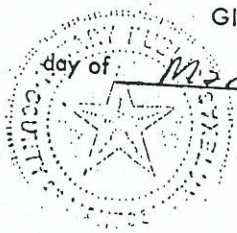


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of March, A. D. 1972.

W. H. P. J.
Notary Public in and for Montgomery County, Texas.

THE STATE OF TEXAS I
COUNTY OF MONTGOMERY I

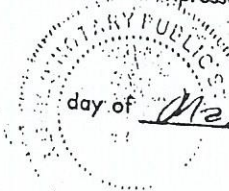
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Willard D. Needham, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of March, A. D. 1972.

W. H. P. J.
Notary Public in and for Montgomery County, Texas.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bill Griffin, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Bill Griffin Builder, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of March, A. D. 1972.

[Signature]
Notary Public in and for Montgomery County, Texas.

FILED FOR RECORD
AT 2 O'CLOCK P.M.
May 1, 1972
ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
By *[Signature]* Deputy