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SUBDIVISION RESTRICTIONS
WHISPERING PINES SUBDIVISION
SECTION II

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

That William C. Walsh and James R. Gibson (hereinafter sometimes referred to as "Developer"), the owners of Whispering Pines Subdivision Section II as shown by the plat thereof duly recorded in the Plat Records of Brazoria County, Texas, do hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on all of said property, and these restrictions and covenants shall run with the land:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of tracts (hereinafter interchangeably called either "tracts or "lots") in this subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to regulate and/or participate in regulation of use of park areas, if any; and in general to provide adequately for a high type of quality of improvements in said subdivision, and thereby to enhance the value of investments made by purchasers of lots therein.

No building or improvements shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to quality of materials, as to structural soundness, as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such other information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, no less than thirty (30) days prior to the proposed date for the commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect.

In the event said Architectural Control Committee or its designated representatives fail to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, or in the event the person seeking to build cannot locate any member of the committee after making a bona fide effort to do so

and shall file an affidavit with the County Clerk of Brazoria County, Texas, stating what effort has been made to locate committee members, or in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

The powers and duties of the Architectural Control Committee and its designated representative shall cease on and after the 1st day of January, 2034. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the undersigned or at the option of the undersigned the then record owners of a majority of the Lots in the subdivision and duly recorded, appointing a representative or representatives which may be the board of directors of a property owner's association who shall thereafter exercise the powers previously exercised by said committee.

The Architectural Control Committee may, from time to time, promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth herein in instances where, in its or their sole judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing.

Developer and the Architectural Control Committee, as well as their agents, employees and representative, shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these restrictions and performance of their duties hereunder, or any failure or defect in such administration and performance. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential lot in the Subdivision, shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Developer and the Architectural Control Committee, as well as their agents, employees and representatives, shall have no liability under these restrictions except for willful misdeeds.

2. All lots hereunder are restricted to use for single family residential purposes only, and no building shall be erected or maintained thereon other than a private residence (minimum floor area of 1600 square feet for a one story residence; minimum first floor area of 1000 square feet for a two or three story residence), a tool storage building (minimum floor area of 400 square feet and maximum floor area of 2,000 square feet), and a private garage or barn, for the sole use of the owner of such lot. The minimum floor area requirements for residential structures stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages. The minimum slab elevation for any residence building shall be 1 1/2 feet above the minimum ground floor elevation requirement as determined by building permit issued through the Brazoria County Engineer's office for compliance with F.S.M.A. guidelines.

3. No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; no trailer or trailer built as a modular home, mobile home, basement, tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on any lot or tract at any time to be used as a temporary or permanent residence nor shall any residence of a temporary character be permitted; all construction must be of new material; and no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used on any structure without written approval of the Architectural Control Committee; and the exterior of any building must be painted or stained. All buildings and structures shall be completely underskirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor shall other such impediment to the free flow of water be installed nor altered, without prior written consent of the undersigned or the Architectural Control Committee.

4. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specification, including specification of all exterior and roofing materials, including color of paint or stain, and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to compliance with these restrictions, as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and otherwise. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. No building exceeding three (3) stories in height shall be erected or placed on any lot.

5. No building or structure other than a fence shall be located nearer to the side street line than ten (10) feet or nearer to the side lot line or rear lot line than ten (10) feet. "Side lot line" and "rear lot line", respectively, as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lots lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No building or structure other than a fence shall be located nearer to the front lot line than 50 feet.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except as follows: (a) dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and provided the same do not become an annoyance or nuisance to the neighborhood; (b) one (1) head (horse or cow) per each two and one-half (2-1/2) acres on lots containing at least five (5) acres, provided however, such animals do not become an annoyance or nuisance to the neighborhood; (c) on lots or building sites containing at least two (2) acres, no more than twenty (20) fowl may be kept, provided they are being raised pursuant to and as part of a 4H or FFA project not lasting over one year and are not otherwise being kept for commercial purposes, provided they are kept in pens to the rear of the residence and no closer to any side or rear lot line than fifty (50) feet, and provided they do not become an annoyance or nuisance to the neighborhood; and (d) other livestock, excluding swine, may be kept on the basis of one animal per each acre on lots containing at least two (2) acres, provided they are being raised pursuant to and as part of a 4H or FFA project not lasting over one year and are not otherwise being kept for commercial purposes, and provided they do not become an annoyance or nuisance to the neighborhood.

7. Subject to the remaining provisions of this paragraph, no outbuilding other than a garage, barn, or storage building of size hereinbefore provided shall be erected on any lot, and no outbuilding, garage, barn, or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot.

8. Easements are reserved on all lots hereunder along and within fifteen (15) feet of all street lines and along and within fifteen (15) feet of all other lot lines of all lots hereunder. Said easements established in the next preceding sentence are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities, with right of ingress to and egress from across said premises to employees of said utilities. Easements are reserved along and within fifteen (15) feet of all lot lines for employees of said utilities to trim any trees or shrubbery which at any time may interfere or threaten to interfere with the operation or maintenance of such lines. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the preceding sentences of this paragraph has commenced along any respective lot, "side lines of all lots" and "rear lines of all lots", respectively, as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean, respectively, and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. Provided, however, that none of the above easement rights in regard to side lot lines or rear lot lines shall inure to the benefit or nor be used by any utility company to facilitate service to any users not within Whispering Pines Subdivision unless the undersigned has consented in writing thereto.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, fishing piers, playgrounds, community center, building, sales offices, waterwells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 5, 6, 7 and 10 hereof shall not apply thereto.

9. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of the State of Texas and the local authorities having jurisdiction. A septic tank system or other private sewage facility may be constructed only if it complies with the requirement of the Health Department of the State of Texas and of the local authorities having jurisdiction.

10. Any building, structure, or improvement commenced upon any lot shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, tall grass or other debris. No refrigerators or other large appliances shall be placed outdoors, and no inoperative motor vehicle or vehicles without current license and inspection sticker shall be placed on or allowed to remain on any lot. The undersigned, their successors and assigns, shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items and/or clean the lot at the expense of the offending party. This cost and expense plus interest at the maximum lawful rate shall be

secured by a lien on the lot so involved upon the undersigned, its successors or assigns recording with the County Clerk, Brazoria County, Texas, its certificate to such effect and certifying to the amount of such cost and expense. Said lien shall be junior and subordinate to any lien securing purchase money or improvement loans on said lot.

11. No hunting or discharging of firearms shall be permitted on any lot or in any part of Whispering Pines Subdivision.

12. No lot may be subdivided (allow for increases) or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.

13. No sign shall be allowed on any lot except for "sold" signs with owners name, hometown and lot number or builder's signs while a home is under construction, no larger than 12 inches by 24 inches of attractive design and placed on a wooden or metal stake no taller than three (3) feet or a customary for-sale sign of like size or signs approved by developer in writing.

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

15. No spirituous or vinous liqueur of any sort capable of producing intoxication shall be sold on any lot.

16. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representative and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, shall have any liability or responsibility at law or in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions.

17. These restrictions shall run with and bind the land and shall be binding on all parties and on all persons claiming under them for a period of forty (40) years from date they are recorded, but at any time prior thereto may be changed, altered or amended by an instrument voted on and signed by not less than the owners of fifty-one percent (51%) of the lots, such vote to be on the basis of one (1) vote per lot according to the lots as shown on the recorded plat; provided however, the undersigned shall be entitled to three (3) votes for each

lot owned by the undersigned. These restrictions, as they may be amended from time to time as hereinabove provided, shall remain and continue in full force and effect for successive periods of ten (10) years each from and after the forty (40) year original term above mentioned. During such successive ten (10) year periods the procedure for changes, alterations and amendments shall continue to be as provided above.

18. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restriction, and provisions herein contained, which shall remain in full force and effect.

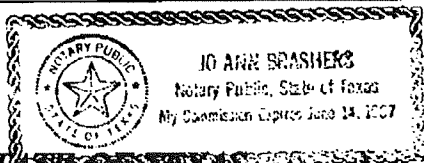
EXECUTED this the 13 day of June, 1994.

William C. Walsh
WILLIAM C. WALSH

James R. Gibson
Jess W. Williams
JAMES R. GIBSON BY AND THROUGH HIS
AGENT AND ATTORNEY IN FACT JESS W. WILLIAMS

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

This instrument was acknowledged before me on
JUNE 13, 1994 by WILLIAM C. WALSH.



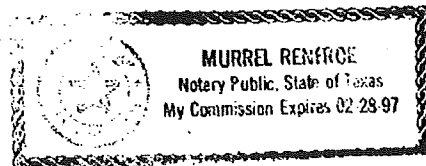
Jo Ann Brashers
Notary Public, State of Texas
My commission expires: 6-14-97

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

This instrument was acknowledged before me on
JUNE 13, 1994 by JAMES R. GIBSON BY AND THROUGH HIS
AGENT AND ATTORNEY IN FACT, JESS W. WILLIAMS.

Murrel Renfro
Notary Public, State of Texas
My commission expires: _____

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FILED FOR RECORD
94 JUN 14 PM 3:09

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



Dolly Bailey
County Clerk of Brazoria Co., TX

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

34-066014

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ORDER-A 1

SECURITY FEE	1.00
FRIGHT-PRES	5.00
RECORDING	13.00
TOTAL	19.00
FILE #	22374
CASH	19.00

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Alvin, Tx. 77511