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Sherrie R. Phillips, Probate Judge
Covington County, Alabama

STATE OF ALABAMA)

COVINGTON COUNTY)

Prepared by: LAIRD, BAKER & BLACKSTOCK
501 N. Main Street
Opp, Alabama 36467

DECLARATION OF COVENANTS, RESTRICTIONS AND RESERVATIONS APPLICABLE TO WHISPERING PINES SUBDIVISION TO THE CITY OF OPP, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, That THE HEIRS OF OLLIE J. SPURLIN do by this Declaration of Covenants, Restrictions and Reservations subject its real estate, known as WHISPERING PINES SUBDIVISION TO THE CITY OF OPP, ALABAMA and recorded in Plat Book 6, page 63 of the Probate Records of Covington County, Alabama, to the restrictions contained herein for the benefit, enhancement, and protection of all present and future owners of lots in said subdivision and declares that all lots will be regulated by this document.

1. LAND AND BUILDING RESTRICTIONS. No lot shall be used except for single-family residential purposes. No building shall be erected, placed, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, and utility structures. All outside structures shall be connected to the house or located to the rear of the house and it must coincide with the scheme of the house.

2. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of open porches, carports, garages, and/or other external attendant structures, shall be not less than 2000 square feet heated and cooled for a dwelling of one story. For a multi-story home, the ground floor shall not be less than 1200 square feet heated and cooled and the second story must be no less than 800 square feet of heated and cooled space unless approved by the Subdivision owners.

3. BUILDING LOCATION AND SET BACKS. No building shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum building setback lines shown on any lot and in no case nearer than 15 feet to any side lot line. The dwelling shall not be located on any lot nearer than 40 feet to the front or rear lot lines. For the purposes of this covenant, eaves, steps, and open porches, shall not be considered as a part of the building.

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4. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, mobile home, motor home, motor coach, recreational vehicle, camper or the like, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

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

6. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than ten (10) 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. The Heirs of Ollie J. Spurlin, their heirs, executors, administrators, successors, and assigns, as owner of the subdivision may advertise the sale of lots and permit additional signs to be erected advertising availability of financing at said location.

7. ANIMAL RESTRICTIONS. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that of dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose or in kennels.

8. GARBAGE AND REFUSE DISPOSAL. 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 materials shall be kept in a clean and sanitary condition.

9. SWIMMING POOLS. Any pool placed or located on any lot in this subdivision shall be placed only in the rear yard, and shall be completely enclosed with a fence.

10. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system installed shall be obtained from such authority.

11. SEWAGE DISPOSAL. Individual sewage-disposal systems shall be permitted on any lot if such systems are designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local health authorities. Approval of such system as installed shall be obtained from such authority.

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12. COMMERCIAL VEHICLES. No trucks larger than one ton and no commercial type vehicles shall be stored or parked on any lot except while parked in a closed garage.

13. WINDOW AIR-CONDITIONING UNITS. Window air conditioning units shall not be permitted except in utility structures which are not visible from the street.

14. BUILDING MATERIALS, ETC. No lumber, metals, bulk materials (except lumber, metals, and bulk materials as is usual in the maintenance of a private residence in which case the same must be stored in such manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored or allowed to accumulate on any part of the property, except building materials during the course of the construction of any property. During the construction, the property owner shall make arrangements to keep the job site reasonably clear of debris. If trash or other refuse is to be disposed of or is being picked up and carried away on a regular and reoccurring basis, containers may be placed in the open. At all other times such containers must be stored in such a manner that they cannot be seen from adjacent and surrounding property.

15. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot from the front lot line to the rear lot line to any utility company having an installation in the easement.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Street lighting has been installed at the cost of the subdividor, which is to be maintained by the City of Opp.

16. SECURITY LIGHTS. Security lights shall be allowed on any lot.

17. LOT DIVISIONS. No further division of any lot shall be permitted. Nothing in this paragraph shall prevent dividing lots for the purpose of increasing the size of the resulting tracts (e.g. lot 1 and the E1/2 of lot 2).

18. ARCHITECTURAL CONTROL COMMITTEE. No building shall be erected, placed, or altered on any lot until the complete construction plans, specifications, and a plan showing the location of all structures have been approved by the Architectural Control

Committee as to the quality of workmanship, materials, and harmony of external design with existing structures.

19. FENCES. No chain link fence shall be erected, placed, or altered on any lot forward of the rear wall of the house and shall not be over four feet in height. No fence shall be erected on the front lot line. No fence along the side lot line or rear lot line shall be over four feet in height. No fence shall be erected on the side lot line or rear lot line other than materials consistent with and similar to the exterior materials of the house, except a chain link fence may be erected or placed as specified above.

20. MAIL RECEPTACLES. Newspaper receptacles shall be allowed on any lot. One United States Mail receptacle which complies with U.S. Mail regulations and which is consistent with the quality and harmony of the existing structures in the subdivision shall be allowed on each lot after approval by the Architectural Control Committee.

21. MAINTENANCE OF LOTS. All lots shall be maintained in a clean and neat fashion. Lawns shall be mowed on a regular basis. Vacant lots shall be kept in a clean and neat fashion and shall not be allowed to become overgrown.

22. OBSTRUCTION OF VIEW. No trees, shrubs, or structures shall be planted, placed, or allowed to remain which obstructs the view of drivers entering or exiting streets in the subdivision.

23. TELEVISION AND RADIO RECEPTACLES. No antennas or towers of any kind shall be allowed on any lot. One satellite dish not to exceed 24 inches in diameter may be erected or placed on each lot but in no case forward of the rear wall of the house.

24. MEMBERSHIP. The Architectural Control Committee shall be composed of three (3) individuals, and initially shall be composed of Richard J. Spurlin, M.D. and Jean S. Everage and one person designated by Richard J. Spurlin, M.D. and Jean S. Everage, until such time as ten (10) lots have been sold. After ten (10) lots have been sold, the committee shall be composed of Richard J. Spurlin, MD. and Jean S. Everage and one person elected by a majority of the owners of the lots. When fifteen (15) lots have been sold, the committee shall be composed of Richard J. Spurlin, M.D. and Jean S. Everage or their appointed representative and two (2) members elected by a majority of the owners of the lots. When all lots have been sold, all three members shall be elected by a majority of the owners of the lots. Elected members shall serve one year terms.

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 member (s) shall have full authority to designate a

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successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. For the purposes of all votes of the owners of lots in the subdivision, one vote shall be allowed for each lot owned (e.g. one person owning two lots shall have two votes and two persons owning one lot shall only be entitled to vote a cumulative total of one vote).

25. PROCEDURE. 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 issue its written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit by any party to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. A majority vote of the members of the Committee shall constitute approval or disapproval.

26. TERM. 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 thirty years form the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

27. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In no event shall violation of a covenant cause a forfeiture of title.

28. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Richard J. Spurlin, M.D., Jean Everage, Juanita Antonini, Myra Fore and Rodney Phillips have caused this instrument to be executed in their names and with their seals affixed as the owners of Whispering Pines Subdivision on this the 9th day of April, 2002.

Richard J. Spurlin M.D.
Richard J. Spurlin, M.D.

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Jean Everage

Jean Everage, by and through her attorney in fact, Richard J. Spurlin, M.D., as recorded in Misc. Book 2002; Page 173, in the Office of the Judge of Probate of Covington County, Alabama.

Juanita Antonini

Juanita Antonini, by and through her attorney in fact, Richard J. Spurlin, M.D., as recorded in Real Property Book 2002; Page 2163, in the Office of the Judge of Probate of Covington County, Alabama.

Myra Fore

Myra Fore, by and through her attorney in fact, Richard J. Spurlin, M.D., as recorded in Misc. Book 2002; Page 174, in the Office of the Judge of Probate of Covington County, Alabama.

Rodney Phillips

Rodney Phillips, by and through his attorney in fact, Richard J. Spurlin, M.D., as recorded in Misc. Book 2002; Page 175, in the Office of the Judge of Probate of Covington County, Alabama.

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Sherrie R. Phillips, Probate Judge
Covington County, Alabama

STATE OF ALABAMA)
COVINGTON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that Richard J. Spurlin, M.D., individually and as Attorney in Fact for Jean Everage, Juanita Antonini, Myra Fore and Rodney Phillips of Whispering Pines Subdivision, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, individually and as such attorney in fact for Jean Everage, Juanita Antonini, Myra Fore and Rodney Phillips with full authority executed the same voluntarily for and as the act of Richard J. Spurlin, M.D. and Jean Everage, Juanita Antonini, Myra Fore and Rodney Phillips.

Witness my hand and seal this the 9th day of April, 2002.

NOTARY PUBLIC

My Commission Expires 6-30-2004

Term/Cashier: RECORD1 / ShirleyG
Tran: 1540.14203.18913
CER Certification Fee 3.00
INF Indexing Fee (Pro Judge) 2.50
REC Recording Fee 21.00
Total Fees: $ 26.50
Covington County, Alabama
I certify this instrument was filed on
04-09-2002 02:06:57 PM
and recorded in Real Prop Book
2002 at pages 7220 - 7226
Sherrie R. Phillips, Probate Judge