



Declaration of Covenants and Restrictions for Lots 9F, 9G, 9H Resurvey of Whispering Pines Farm, Shelby County Alabama.

Eraka Sims (Declarant) the Owner of all the above tracts in the resurvey of Whispering Pines Farm, Shelby County, Helena Alabama, does hereby declare these Covenants and Restrictions for the above mentioned lots.

WITNESSETH:

WHEREAS, the Declarant is the Owner of all tracts as described above in the Resurvey of Whispering Pines Farm.

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and the improvements thereon; and, for this reason desires to subject the subject Property to the covenants, restrictions charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof.

NOW, THEREFORE, the Declarant declares the Property, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens set forth in this Declaration which shall run with real property and be binding on all parties having any right, title or interest in the subject property; their heirs, personal representatives, successors and assigns.

DEFINITIONS

“Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee or undivided fee interest in any Tract located within the property, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

“The Property” shall mean and refer to the property which is subject to this Declaration under the provisions hereof and which is described on the attached map prepared.

“Residence” shall mean and refer to any building situated upon a Tract deigned and intended to be used and occupied as a single-family residence. “Dwelling Unit” shall have the same meaning as “Residence.”

“Tract” shall mean and refer to any tract of land designated by a Tract number as shown in the attached survey map as declared by Declarant. The word Tract shall also include the residence located thereon when one has been constructed on the Tract. The word “Lot” shall be deemed interchangeable with “Tract” herein.



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WARNING

UNDER ALABAMA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO, OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

MAINTENANCE

Each Owner is responsible for the maintenance in good order, condition and repair of the interior and exteriors of residences, barns, fences and other structures, and of all mechanical equipment, plumbing and electrical facilities located on a Tract servicing the Residence or other structures thereon, and any pool, hot tub, spa or similar facility located on a Tract and any equipment and appurtenances. The Owner shall promptly perform such maintenance so as to keep the Residence, other structures and Tract in a good state of repair. The grassy areas of any Vacant Tracts shall be kept regularly mowed and trimmed and all areas of Vacant Tracts shall be kept free of trash, debris and unsightly or noxious weeds. A few times a year Shelby County seems to cut the county road frontage. It is encouraged for the Owner of Tract to cut in between times.

RESTRICTIVE COVENANTS

Building Type, Construction and Schedule No building shall be erected, altered, placed or permitted to remain on any Tract other than one detached single family home dwelling of not less than 1600 square feet of construction on any Dwelling Unit shall be completed within twelve (12) enclosed, heated and closed living area (exclusive of garage, porches or patios) together with an enclosed garage. Any construction commenced on any Tract shall be completed within one year of the date of the first delivery of any construction materials to the Tract or within such other greater or lesser time frame which may include a detached barn, garage, workshop, and or storage area. ALL construction shall be subject to any and all County Zoning Ordinances, laws or regulations. Mobile Homes and Modular Homes are prohibited. All construction on any Dwelling Unit shall be completed within twelve (12) months from the issuance of the building permit for that Dwelling Unit. All construction on any Tract shall be at that Tract Owner's risk and that Tract Owner shall be responsible for any damage to utilities, roads, culverts, etc. Repairs of construction damage must be made within (30) days, except in the case of disrupted utilities which shall be repaired immediately. When excavating work is done on Tract by Owner please be mindful of other neighbors as to not have water shed dispersed and routed to another Tract owned by another Owner.

DOMESTICATED ANIMALS



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Manure and barn waste shall be property disposed of and stored onsite. Containers must be routinely and frequently emptied and not openly and directly visible from any other Tract in the Property.

Animals kept on all tracts shall be in accordance with state and regional regulations and only in such a manner and number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Tracts. Horses/donkeys, alpacas/llamas/ livestock/chickens shall be limited to numbers that do not result in overgrazing or overcrowding of all or any portion of the Tract.

CARS, BOATS, CAMPERS, HORSE TRAILERS and FARM EQUIPMENT No inoperative motor vehicles to be stored or left on Tract except if in an enclosed garage. We don't want the community to look like a "Junk Yard."

SUBDIVIDING TRACTS None of the tracts maybe subdivided or divided into smaller parcels than was originally conveyed by Declarant to the initial purchasers.

BUILDERS Only certified, licensed builders will be allowed to build and follow all Shelby County Alabama Licensing Procedures.



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IN WITNESS WHEREOF this Declaration of Covenants and Restrictions for Resurvey of Whispering Pines Farm has been executed by Developer effective the 15 day of November 2024.

BY Eraka Sims
Eraka Sims

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for County in said State, hereby certify that **Eraka Sims** whose name in said capacities are signed to the foregoing instrument and who are known to me, acknowledged before me on the day that, being informed of the contents of said instrument, with full authority to do so, executed the same voluntarily on the say the same bears date.

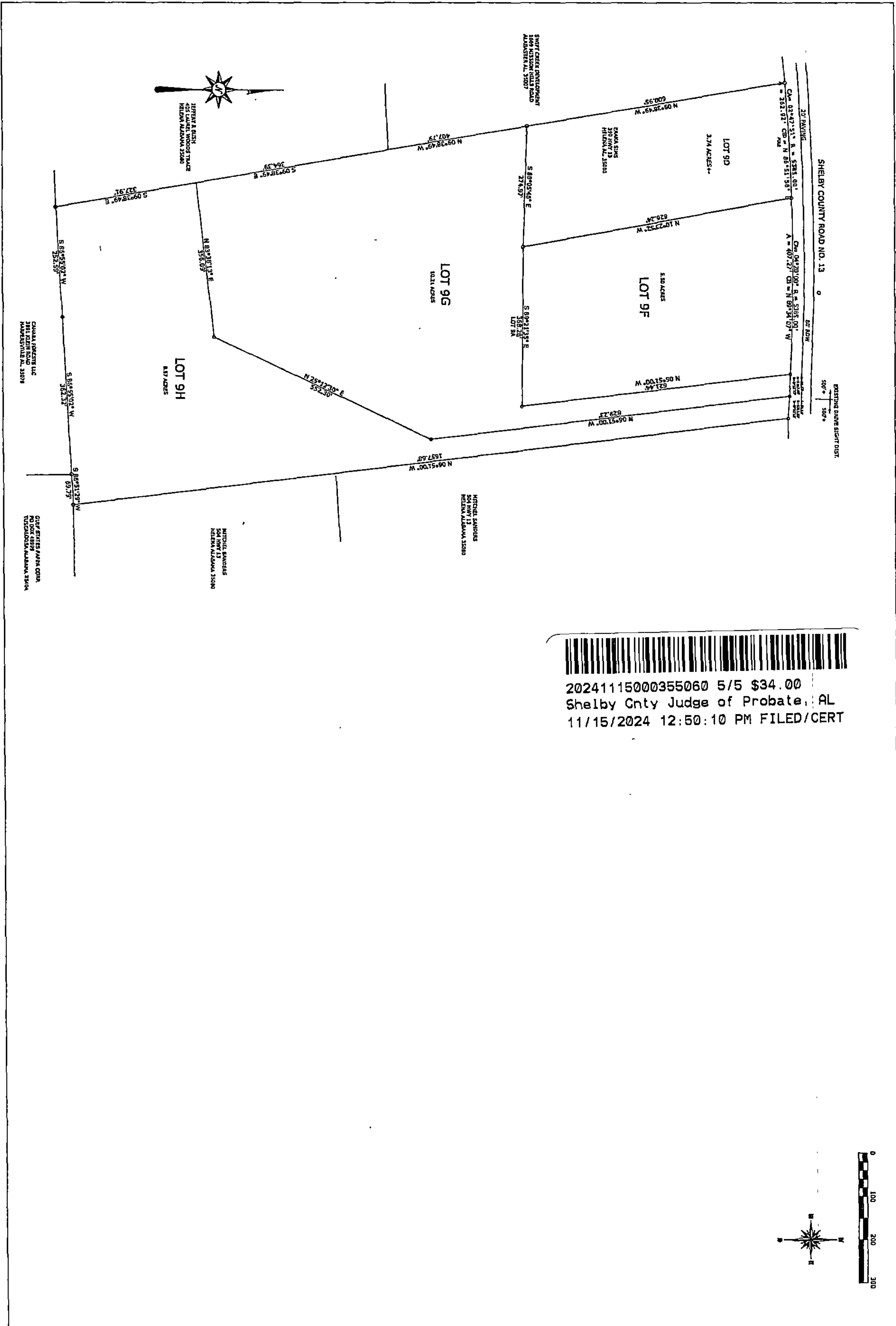
Given under my hand and official sea this 15 day of November 2024

NOTARY PUBLIC
MALCOLM STEWART MCLEOD
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 08/15/26

(NOTARIAL SEAL)

My Commission Expires: _____

Prepared by:
Eraka Sims
390 Hwy 13
Helena, AL 35080



SHEET NO.
OF

ALLSURV LLC

9378 HWY 119, SUITE B
ALABASTER, AL 35007
205 663-4251
leftahat1@yahoo.com



CLIENT:	DWN. BY:				
PROJECT:	CHKD. BY:				
	JOB NO.:	15378-1253			
	DISK				
	SCALE				
TITLE	DATE	6-21-21	NO.	DESCRIPTION	BY DATE
				REVISIONS	