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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WHITE OAK RIDGE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WHITE OAK RIDGE SUBDIVISION, hereinafter referred to as "Declaration" is made this 6th day of February, 2023, by WHITE OAK POINTE, LLC, hereinafter referred to as "Declarant", and any and all persons, firms or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in Winston County, Alabama, known as WHITE OAK Pointe LLC, of which is more particularly described by plat(s) showing lots 1-13 inclusive, of the WHITE OAK RIDGE Subdivision, as shown on survey plat, Reference Number 211026-1-4 by Apex Survey, Inc., to which reference is hereby made for more complete descriptions; and

WHEREAS, Declarant has agreed to establish a general plan of development, as herein set out, to restrict the use and occupancy of the Property made subject to this Declaration for the benefits of the present and future owners thereof; and

WHEREAS, Declarant intends to, subject to this Declaration, develop additional portions of WHITE OAK RIDGE Subdivision, for the purpose of extending the general scheme of development, and accordingly declares that WHITE OAK RIDGE Subdivision may be expanded to the off waterfront lots; and

WHEREAS, Declarant desires to provide for the preservation of the values of WHITE OAK RIDGE Subdivision, as expanded hereby and hereinafter made subject to this Declaration and by the supplements hereto.

NOW THEREFORE, in accordance with the recitals, which by this reference are made a substantive part hereof, Declarant declares that all of the property described on said recorded plats and all of the property hereinafter made subject to this Declaration by recorded supplements hereto referencing subsequently recorded plats, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of WHITE OAK RIDGE SUBDIVISION as it now exists and is hereafter expanded and that such easements, restrictions, covenants, and conditions shall burden and run with said real Property and their heirs, successors, and assigns having any right, title or interest in the Properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each Owner thereof and burden each Owner's real Property that is subjected to this Declaration.

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to WHITE OAK RIDGE HOMEOWNERS ASSOCIATION a not-for-profit entity, its successors and assigns. For the purpose of maintaining common ground shared by a gated community.

"Owner" shall mean and refer to any contract buyer and/or the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an Owner.

"Property" shall mean and refer to that certain property shown by survey plat(s), Reference Number 211026-1-4, by Apex Survey, Inc., and any additional property which Declarant may make part of this Subdivision, as

provided for in the Declaration of Restrictive Covenants of WHITE OAK POINTE, LLC, as recorded separately. The terms "Property", "White Oak Ridge Subdivision" and "WHITE OAK POINTE, LLC" are interchangeable.

"Lot" shall mean and refer to any improved or unimproved building lot shown upon any record subdivision plat of this Subdivision.

"Dwelling Unit" shall mean and refer to the completed single family home located upon a Lot, except in the case of Lots 12 and 13 which can be subdivided per county requirements for single family dwellings or can be used by owners of existing lots for workshops.

"Declarant" shall mean WHITE OAK POINTE, LLC, a Alabama Limited Liability Company, and its successors and assigns, if such successors and assigns acquire two or more undeveloped lots from the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns.

"Common Property" shall mean all property owned by the Association for the common use and enjoyment of all or a designated class of members. Common Property includes without limitation all existing and future roads and right-of-ways and all greenways, median strips, cul-de-sac centers, planting areas, easements, and all entry ways, directional, and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Declarant, the Owners and any member in the Association, including without limitation such Common Property as may be shown on the record plat(s) of the Property. Except by the Declarant, the Common Property shall not be used for public commercial purposes, but may be used for enjoyment of the Association's members for fundraising activities to support the purposes of the Association.

"Committee" shall mean the Architectural Review Committee established by the Declarant for the purpose of administering control over architectural, landscaping and related matters, as provided in Article V of this Declaration.

ARTICLE II

RIGHTS AND DUTIES OF THE ASSOCIATION AND PROPERTY OWNERS ASSESSMENTS

Section 1. Owner's Easements of Enjoyment.

The Declarant and, to the extent provided by this Declaration, every Owner shall have a right and easement of ingress and egress over the Common Property and over the roads within the property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by the owner for himself, his family, agents, licensees and invitees and for his and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration.

Section 2. Annual Assessments.

(a)

The Association shall have the duty to repair, replace, and maintain improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in such periodic installments as the Association may determine, to be used to pay: (1) the operating and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacements and repair of all streets, roads, road right-of-ways, and other Common Property; and (3) other expenses necessary or useful to maintain and operate the Association (including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association). It is understood (by way of example and without limitation) that the assessment funds shall be used for such matters concerning Common Property as the following: maintenance, repair and replacement of improvements, the seeding and re-seeding road rights-of-ways and Common areas, erosion control, repairing of road shoulders,

surfacing, patching and road pavement, placement of gravel, and planting and maintenance of shrubs, trees and seasonal flowers.

(b)

The annual assessments may also be used by the Association for the purpose of adding to future Common Property if elected to do so.

(c)

The annual assessments payable by each Owner shall be \$500.00 per lot, per calendar year. The annual assessment shall be due and payable on January 15th of each year. This assessment will be prorated on a calendar year basis from the date of title to each lot for which an assessment is payable is transferred to the Owner. White Oak Pointe LLC is exempt from annual assessment.

(d)

The annual assessment may be increased or decreased by the Board of Directors of the Association without a vote of the membership to an amount not more than five percent (5%) in excess of the annual assessment for the previous year. A majority vote of each class of voting members of the Association must approve an increase or decrease in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than five percent (5%), but not to exceed fifteen percent (15%) from the previous year.

(e)

Annually the Board of Directors of the Association shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each Owner for the immediately succeeding calendar year.

Section 3. Special Assessments.

In addition to the assessments specified herein above, the Association may levy special assessments for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association as described in Section 2 hereof, provided that any such special assessments shall have the unanimous assent of each class of the voting members of the Association attending a duly called meeting.

Section 4. Removal of Obstructions and Unsightly Growth, Debris and Materials.

(a)

The Association may remove any obstructions of any nature located within road right-of-ways or other Common Property (including, but not limited to, trees, shrubs and mailboxes) which, in the opinion of the Association, either might produce a hazard or might interfere with the ability or willingness of the State of Alabama (or agency or department thereof) to take over the responsibility for maintenance of the roads.

(b)

The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly, or throughout his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages, and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-ways or other Common Property. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

(c)

If the Association, in its sole discretion, determines that any lot has become unsightly due to signs in violation of the deed restrictions, grass, or weeds that have not been mown, or due to debris of any nature having accumulated on the lot, then the Association shall have the right, from time to time, to enter the said lot for the purpose of

mowing the grass or removing the debris. At least ten (10) days prior to entering a lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such lot showing the location of planted trees to be avoided.

(d)

The Association shall have the right in its sole discretion, to charge back the actual cost of mowing the grass or removing the debris against the Owner. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereof and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by and all remedies afforded law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

Section 5. Duty to Make Repairs.

(a)

Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown on the aforesaid plat(s) or any other Common Property, shall be the responsibility of the Association with the Owner of each lot except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each lot. However, as of February 6th 2023 there is \$160,000.00 set aside to complete the road and asphalt treatment surfacing per Winston County requirements. A Surety Bond in the amount of \$240,000 is posted with County Commissioner to insure the work is performed to their satisfaction. It is desired to wait until 60% of the homes are built before putting the asphalt surface on the gravel base. This is at the sole discretion of the Declarant.

(b)

The decision to expend Association funds to repair and maintain the roads or other Common Property, shall be made by a majority of the Board of Directors of the Association. By such vote, the Board may delegate such authority to any committee of the Board. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

(c)

Notwithstanding the foregoing, each Owner of a lot shall be solely responsible for any repairs to a road right-of-way or other Common Property caused by negligent act or acts of said Owner, his or her invitees, agents, licensees or guests. For these purposes, it shall be a negligent act for any building material to be unloaded on any road right-of-way.

Section 6. Late Charges and Interest on Unpaid Assessments.

Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the Board of Directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$25.00 and shall be charged as to any assessment that is not paid within thirty (30) days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is thirty (30) days after the due date. The Board of Directors may change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the Directors.

Section 7. Lien for Unpaid Assessments.

(a)

In the event the Owner of any lot fails and refuses, after demand by the Association, to pay any annual or special assessment, then the Association shall have a lien against said lot and may enforce collection of said assessment in law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such unpaid assessment together with the costs and expenses of the collection, including without limitation, reasonable attorneys' fees, shall be a charge and the lien against the said lot.

(b)

To secure the payment of the annual and special assessments as are levied by the Association, together with the cost of collection, including attorneys' fees, all such charges shall be a continuing lien upon the lot against which the assessments are made. Such charges shall also be their personal obligation of the person(s) who were the Owner or Owners of such lot at the time the assessment came due. Their personal obligation shall remain a lien upon the lot upon transfer of the title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

(c)

Neither the assessments nor the costs of collection shall be a lien upon any Common Property nor shall the lien upon any lot for such charges be senior to any first lien mortgage or first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust.

ARTICLE III

MEMBERSHIP VOTING RIGHTS, OFFICERS AND MEETINGS

SECTION 1. Membership.

Every Owner of a lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to and may not be assigned. The Declarant shall also be a member so long as it owns property within Subdivision.

Section 2. Class Membership Voting.

The Association shall have one (1) class of membership:

Class A

Class A members shall be all lot Owners and shall be entitled to one vote for each lot owned. When more than one (1) person owns an interest in a lot, all such persons shall be members but the vote for such lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any lot.

Section 3. Board of Directors.

There shall be three (3) members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The Directors shall have annual meetings and other such meetings as may be called at the request of the President of the Association or by any two (2) Directors. So long as the Declarant, or its successors own a lot or lots, it shall select the Board.

Section 4. Suspension of Voting Rights.

The Association shall have the right to:

(a)

Suspend the voting rights (if any) of an Owner for any period during which assessment on his lot remains unpaid and enforce collection of the same; and

(b)

Suspend the voting rights (if any) of each Owner who is a contract buyer for any period of time during which payments to the Declarant, pursuant to the terms of said contract, are delinquent, during which period of time the Declarant shall succeed to the voting rights of said contract buyer.

ARTICLE IV

CONVEYANCE OF COMMON PROPERTY

Within ten (10) years from the date of recording of this Declaration, Declarant will convey, by deed, its right, title and interest in and over the road right-of-ways and any other Common Property within the Subdivision to the Association.

ARTICLE V

ARCHITECTURAL CONTROL

(a)

In order to control design and location of the houses and other improvements to be constructed, erected, placed or installed (hereinafter "improvements") upon the lots in the Subdivision, the Declarant hereby creates an Architectural Review Committee (hereinafter "Committee") for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such improvements (regardless of when such improvements are made), and the landscaping of each lot. This Committee is also created for the purpose of reviewing, approving, suggesting changes to, and rejecting out buildings, boat houses, ramps, piers, driveways, enclosures for satellite dishes. This Committee will be responsible for the control of size, color, materials and content of rental and sales signs in this Subdivision, and for the approval or disapproval of boats, boat trailers, travel trailers, motor homes, tractor trailer trucks, or any other such vehicle, that are kept or maintained or located upon any lot unless located within enclosed garages. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this Subdivision. The Committee will require a 100.00 fee to review house plans for each Owner wishing to build. The fee includes the initial review plus one correction review. Additional reviews and correction are subjected to additional fees. The review process may be subcontracted out at the discretion of the Committee.

(b)

The Committee shall consist of three persons designated or appointed, from time to time, by the Declarant, its successors or assigns, one of whom shall be appointed from among lot Owners. After 90% of the lots in the Subdivision are sold, said Committee shall be elected by a majority vote of the Board of Directors; provided, however, Declarant, its successors or assigns shall be entitled to, at least, one Committee member until all of its lots in this Subdivision have been sold.

(c)

Except within the building site (unless within 20' of the main dwelling), no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee. No building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents.

(d)

The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.), proposed building plans and specifications, exterior color, finish and materials. The area over which the approval shall be required shall include, but shall not be limited to, the size and plan of the principal residential structure, and all accessory buildings, structures, and improvements on the lot, the size and plan of the garage or carport, location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court, and other improvements for athletic, recreational, or gymnastic purposes, and all other exterior improvements, the composition and color of raw and finished materials used on the exterior of all structures, and the location and type of any landscaping, shrubbery, and other plantings. All existing trees 6" diameter and over shall be located on the full plan and noted by species and diameter at 4 foot above the ground line.

(e)

The Committee or its designated agents shall have thirty (30) days after physical receipt of the plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said 30 days, the plans shall be deemed to be approved as submitted.

(f)

The actual construction shall be the responsibility of the Owner of the lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Declarant or the Committee or its designated agent of the structural stability, design or quality of and building or other improvement or of the contractor who constructs such buildings or other improvements. Engineering of soil quality is responsibility of the lot owner.

LAND USE AND BUILDING TYPE

(a)

No lots shall be used except for residential purposes.

(b)

No building shall be erected, altered/placed or permitted to remain on any lot, other than one single family dwelling per lot with the approval of the Board of Directors and the Architectural Review Committee.

(c)

One detached building, other than the main single-family dwelling, may be constructed or permitted on any lot, upon prior approval by the Architectural Review Committee. Lots 12 and 13 may be used for future Common Property or possible off water residential use or the use of workshops that match Architecturally. Shops must be approved by the Architectural Review Committee

(d)

No lots may be subdivided.

(e)

Boat ramp is for private use of residential owners and allowing for one guest at a time. No boat trailer parking is allowed on the ramp at any time.

(f)

No boat trailers or boats to be visible from the road in front of each lot.

MINIMUM DWELLING SIZE

- (a) No dwelling shall be erected with less than two thousand (2,000) square feet of above-ground single level living space, exclusive of porches, carports and garages, without the approval of the Architectural Review Committee.
- (b) Dwellings of more than one story must not have less than one thousand (1,000) square feet on the first level above the ground, unless approved by the Architectural Review Committee.
- (c) No dwelling may be more than two (2) stories above ground level, not including a level below the main level, without the approval of the Architectural Review Committee. Finished Attics and Lofts not included as a story.

BUILDING LOCATION

- (a) No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line (adjoining right-of-way) or nearer than fifteen (15) feet to any property line, interior or side lot line. No lot owner shall build any structure in violation of the Alabama Power Company rules and regulations set out governing the use of the shoreline of Lewis Smith Lake, and the flood easement up to the five hundred and twenty two (522) foot contour line.
- (b) Eaves, steps and open porches shall be considered a part of a building for the purposes of this covenant.

MATERIALS

- (a) No metal building(s) using metal siding or corrugated roofing shall be allowed in said subdivision. Metal Stud Framing is allowed. Propane tanks if used shall be buried.
- (b) Exterior material and color selections for brick, stucco, siding, trim, shutters and roof must be submitted with building plans to the Architectural Review Committee for approval prior to their installation and/or application.
- (c) Any conflicts regarding the interpretation of this restriction shall be determined by the Architectural Review Committee.
- (d) All foundations and exposed chimneys must be covered with brick or finished masonry which will match the construction of the dwelling house or building involved. Plans regarding such covering shall be submitted for approval to the Architectural Review Committee.
- (e) No exposed concrete or concrete block will be allowed, except concrete will be allowed on surfaces only of driveways or walkways without prior approval of the Architectural Review Committee.

(f)

All electric service from the main power source to each individual dwelling shall be underground. Prior written approval by the Architectural Review Committee shall be required before any above-ground wiring may be installed. Exterior lighting shall be subject to the review of the Architectural Review Committee.

PUBLIC EASEMENTS

(a)

Perpetual easements are hereby granted to the County of Winston, Alabama, for storm drainage and utility purposes in all cases where easements are indicated on the recorded plat. Easements include the right of ingress and egress by county employees for maintenance of the property included in the easements. No permanent structure shall be erected on any easement.

NUISANCES

(a)

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on the lot that may become an annoyance or nuisance to the neighborhood. No motor vehicles that are not in operating condition shall remain upon any lot, except when in an enclosed garage.

STORAGE AND PARKING OF BOATS, TRAILERS AND OTHER VEHICLES

There shall be no more than three (3) vehicles parked outside a garage or dwelling on a regular permanent basis. No motor homes, trailers, wrecked cars, unmaintained cars, sports vehicles, utility vehicles, or any other vehicles other than operating automobiles, pickup trucks or vans can be parked on streets or on lots within the subdivision outside of garages properly constructed for the storage thereof. Parking on streets is discouraged and limited to 8 hours, per 24 hour period.

SIGNS

No signs of any kind may be displayed to the public view on any lot, except one professional 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 sales periods.

TEMPORARY STRUCTURES

(a)

No structure of a temporary character, modular home, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently. However, one Motor Home or one Travel Trailer may be used as a residence for the owner or builder to assist in building the residence. Septic Tank must be installed to use live in facility. No Motor Home or Travel Trailer will be allowed over 10 years old without Architectural Review Committee approval and they will have final decision of approval. Under no circumstances if approved by the Architectural Review Committee can stay longer than 18 months.

(b)

All dwelling construction shall be completed within eighteen (18) months of commencement, unless prior written approval is obtained from the Architectural Review Committee.

OIL AND MINING OPERATIONS

(a)

No oil drilling or refining, quarrying, or mining operations, of any kind, shall be permitted on or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained, or permitted upon any lot.

LIVESTOCK AND POULTRY

(a)

No animals, livestock, or poultry, of any kind, shall be raised, bred or kept on any lots. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and shall be on a leash.

GARBAGE AND REFUSE DISPOSAL

No lots shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and shall be of uniform size and appearance and be approved by the Architectural Review Committee. Garbage and Trash shall be conveyed to a designated dumpster area. Garbage and trash containers shall be behind screens and not be visible when not being used. The cost for the removal of the Garbage and Refuse will be paid from the funds of the Home Owners Association.

Automatic Gate Operator

(a)

The purpose of the automatic gate operator is to regulate the public into this gated community. The Right of Ways to this property is dedicated to the use of the lot owners and necessary utilities. The roads are private and will not be maintain by Winston County. The cost of maintenance of the automatic gate operator will be provided by the HOA. It will have emergency entrance by fire, police and ambulance with siren activated device. This Automatic Gate Operator is intended for your use and convenience. The gate operator will have a wireless key pad for quest and residents to gain access to property.

SEWAGE DISPOSAL

(a)

All lots shall have an individual sewage disposal system, as permitted in accordance with the requirements, standards, and recommendations of the appropriate state and local health authorities. Approval of the system, as installed, shall be obtained from such authorities.

SIGHT DISTANCES AND INTERSECTIONS

No fence, wall, hedge or shrub that obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. The same sight limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the specified distance of the intersections unless the foliage line is maintained a sufficient height to prevent obstruction of sight.

FENCES

(a)

All plans for fences must be submitted to and approved by the Architectural Review Committee, in writing, before construction of the fence. No fences other than wooden fences, privacy screens and/or plastic coated chain link fences shall be allowed without Architectural Review Committee approval. No fences or screens shall be located closer to the front of the lot than the rear corner of the main structure on the lot.

(b)

The rear of the lot shall be as defined in ARTICLE I.

BOATHOUSES AND PIERS

(a)

It is permissible for each lot owner to construct a pier, or boat dock, a floating boat house, walls and sea water front, having first obtained permission of Alabama Power Company to construct, if such construction is contemplated in the area of said lot lying below datum plane 522 feet above sea level.

ARTICLE VI

GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property, that the Property shown on the record plat(s) herein referred to, and all Property presently owned as part of, and all Property which may be acquired in the future to be made a part of WHITE OAK RIDGE, is made subject to the Declaration of Restrictive Covenants of WHITE OAK POINTE, LLC, as may be amended or modified (hereinafter referred to as "Restrictions") which Restrictions shall be recorded separately and shall refer to this Declaration and incorporate it by reference.

ARTICLE VII

CAPTIONS, ENFORCEMENT AND INVALIDATION

Section 1.

Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

Section 2.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

Sections 3.

Enforcement shall be by proceedings 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 the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceeding, including reasonable attorneys' fees. Venue for any and all legal proceedings shall be in Winston County, Alabama.

Sections 4.

Invalidation of any one or more of these covenants by judgement or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5.

The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

- (a) To clarify the meaning of or correct clerical errors in the Declarations.
- (b) To correct grammar, spelling, capitalization and other matters of syntax.

All other amendments of this Declaration shall require an affirmative vote of at least sixty-six percent (66%) of the lot Owners and the vote of the Declarant, its successors and assigns.

ARTICLE VIII

THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Covenants, Conditions and Restrictions of WHITE OAK POINTE, LLC and WHITE OAK RIDGE HOMEOWNERS ASSOCIATION, are to run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a sixty-six percent (66%) majority of the then Owners of the lots, and the Declarant and has been recorded agreeing to change said Declaration in whole or in part.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions and Restrictions of WHITE OAK POINTE, LLC and WHITE OAK RIDGE HOMEOWNERS ASSOCIATION, to be duly executed on this 6th day of February, 2023.

WHITE OAK POINTE, LLC

BY: _____
Manager

STATE OF ALABAMA)

COUNTY OF WINSTON)

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the Manager of WHITE OAK POINTE, LLC, a Alabama Limited Liability Company, and that by authority duly given and as the act and deed of the said Limited Liability Company, the foregoing instrument was signed in its name by him.

Witness my hand and seal this the _____ day of _____, 2023.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____