

DECLARATION OF PROTECTIVE
COVENANTS AND CONDITIONS
OF
WHISPERING PINES, SECTION 1

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KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, BPML Properties, L.L.C., (sometimes herein referred to as Developer) is the owner and proprietor of certain lots of land situate and designated on a plat entitled "WHISPERING PINES, SECTION 1" dated January 21, 1998 and made by Randall K. Newman, Certified Land Surveyor, which plat is to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, immediately prior to the recordation hereof;

WHEREAS, the aforesaid owner and proprietor of the aforesaid lots of land, in order to insure purchasers of said lots a uniform mode of development, desires that all of the lots in said subdivision, but specifically excluding all of the other lands of the Developer, be sold subject to the following restrictions, conditions, covenants, limitations and easements, these restrictions being designed to limit the use of the land to residential purposes, to promote pleasing and harmonizing architectural designs, and to protect lot owners against undesirable uses by other lot owners;

NOW THEREFORE, BPML Properties, L.L.C., covenants and agrees for itself, its successors and assigns, that each and every one of said lots shown on said plat shall be sold and held by purchasers thereof, their heirs, successors, devisees and assigns, subject to the following restrictions, conditions, covenants, limitations and easements which shall run with the title to said lot, to-wit:

1. That each lot be used for single family residential purposes and for no other purpose. No trailer, basement, tent, shack, barn or other outbuilding erected on any of said lots shall at any time be used as residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No house trailer shall be permitted on any of said lots at any time.
2. No building or other improvement shall be erected, placed or altered on any of said lots until complete and final construction plans and specifications and a plat showing the location of the structure have been submitted in writing and approved by the Architectural Review Committee as to external design and materials, harmony of external design with existing structures, and as to location on the lot. No fence or wall shall be erected, placed or altered on any of said lots unless similarly approved. Chain link fences in the front yards are absolutely prohibited. No wall, fence or hedge exceeding three (3) feet in height shall be constructed or planted forward of the front elevation of the dwelling. No radio transmitting or receiving towers or antennas shall be erected, planted or installed unless similarly approved. No above ground pools shall be allowed at all. The only type clothes line allowed shall be a single pole, circular style erected only in the back yard.

3. The Architectural Review Committee hereinabove referred to is composed of three (3) persons designated by the board of directors of BPML Properties, L.L.C., a Virginia Limited Liability Company. A majority of the committee may designate a representative to act for it. The Architectural Review Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the covenants herein provided shall be deemed to have been fully complied with. At such time as BPML Properties, L.L.C. chooses, or in any event no later than the date on which the last of all sections of the subdivision to be called Whispering Pines is sold by said corporation, the Architectural Review Committee shall consist of at least three (3) in number elected by the record title owners of all lots in said subdivision, each lot having one (1) vote in such election. Such election may be called by any one lot owner in this subdivision by giving thirty (30) days' written notice to all other lot owners at the address then listed with the Treasurer of the governmental subdivision having real estate taxing jurisdiction over said subdivision.

4. The aforesaid Architectural Review Committee shall have full, absolute and complete discretion to approve or disapprove proposed buildings and improvements on any of said lots and in the exercise of its discretion said Committee shall not be bound to approve any proposed buildings and improvements solely because such comply with the other restrictions and covenants or are equal in cost or value to buildings and improvements on other lots. Said Committee shall also have the further discretion to approve any proposed buildings or improvements on any of said lots even though said improvements do not meet the requirements of the other provisions of this instrument, if, in the absolute discretion of said Committee, such variations are not harmful to the value of the adjoining property. In no event, however, shall said Committee be empowered to permit any use of said lots other than as provided in Paragraph 1 above.

5. The main ground floor area of any dwelling, exclusive of porches, garages and breezeways shall not be less than fourteen hundred (1400) square feet for a one story single family dwelling, nor less than nine hundred (900) square feet for a dwelling of more than one story.

6. No residence or other building shall be constructed upon said lot nearer the front of said lot or nearer to the other boundaries of said lot than the distance set forth in the zoning ordinance of the governmental body having jurisdiction over the real estate.

7. No dwelling shall be permitted to be erected on any of said lots unless adequate provisions for off-street parking for at least three (3) vehicles be provided upon such lot.

8. All exposed foundation walls shall be faced with brick, stone or stucco. In addition, the front of any dwelling, excluding the foundation wall, shall be composed of at least 25% brick, stone or stucco. The exterior shall be completed within nine (9) months

after start of construction.

9. No sign of any kind shall be displayed to the public view on any of said lots except one sign of not more than five (5) square feet advertising the property for sale or rent, or sign used by the builder to advertise the property during construction. Developer is allowed to display signs of up to thirty square feet for advertising or development purposes until all lots are sold. One sign not exceeding one-half (1/2) square foot displaying the name of the owner of the property shall be permitted on any of said lots.

10. No satellite receiving devices shall be erected between the dwelling unit and any street or streets bordering the lot. Installation of the same shall be as unobtrusive as possible. No satellite dish greater than eighteen (18) inch diameter shall be allowed.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. All pets shall be kept within the residence located on the lot and there shall be no doghouses, kennels or similar exterior structures, nor shall any animals be allowed to roam untethered.

12. None of said lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary and closed containers. All trash, fuel storage tanks, incinerators, garden equipment, supplies, stored raw materials and garbage shall be appropriately screened from view of any street or road on which any of said lots front. Said lots shall be mowed and properly maintained at all times.

13. No commercial motor vehicles greater than 10,000 pounds gross vehicle weight shall be permitted except for loading and unloading. No disabled or unlicensed vehicle or material portions thereof may be parked on any street, parking area, lot or common area within the subdivision.

14. None of said lots shall be re-subdivided into smaller lots, nor shall any portion of any lot be sold and conveyed by the owner thereof without the prior approval of the Architectural Review Committee. The right to approve such re-subdivision of lots and to relocate lot lines of any unsold lots is reserved to the Architectural Review Committee and to BPML Properties, L.L.C.

15. Easements for drainage and for the installation, repair, replacement and maintenance of underground water and sewer pipes and mains and for overhead or underground electric power and telephone lines are reserved to BPML Properties, L.L.C. over, through and across the strips of land designated on the aforesaid plat as drainage and utility easements for a width of ten (10) feet, along all boundaries, unless noted for a larger width on the aforesaid plat. Such easements are expressly reserved to the use of Whispering Pines Subdivision and no third party shall be or become entitled to the use thereof, nor shall any other party, except the lot owner, have any vested interest in or to the use of such easements except BPML Properties, L.L.C., or such utility company as may be granted specific rights over, through or across such easements. Except as such rights are granted to a utility

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company by a recorded easement or right of way, a release by BPML Properties, L.L.C. to any individual lot owner of any easements so reserved shall operate as a complete release to such lot owner and no other party shall be entitled to exert any claim or right to the use thereof.

16. The Developer reserves along State Route 649 a scenic/landscape easement which shall not be built upon or developed for any reason. The width of the easement is shown on the subdivision plat. Until the last lot of the subdivision is sold or until a homeowner's association is formed, whichever comes first, developer will mulch and maintain this area.

17. No clear-cutting of trees shall be allowed on any of the wooded lots. Any tree located within the foundation site of a building may be cut, but any tree located outside of this area in excess of a 24 inch circumference measured at 3 feet above ground level may not be cut without specific approval of the Architectural Review Committee.

18. All lot owners shall be responsible for obtaining a state approved entrance from the property onto a public highway.

19. No later than the date of recordation of the deed for the sale of the last lot of this subdivision, the developer itself or the owner or owners of the majority of all lots in this section of Whispering Pines Subdivision shall create a homeowner's association designed to promote the orderly administration of housing affairs within the Subdivision, and upon formation of such an association, each lot shall be subject to the rules and regulations as promulgated by said association including periodic assessments as may be deemed necessary for common utilities, maintenance of common areas, easement areas, etc.

20. Developer will install street lights and until the homeowner's association is created, each lot owner shall be assessed his or her proportionate share of the expense of monthly billings based on the number of lots in the subdivision.

21. These restrictions, conditions, covenants, limitations and easements shall run with the title to the land and shall be binding upon all parties owning said lots and all persons claiming under them until January 1, 2020, at which time they shall be automatically renewed for five (5) successive additional ten (10) year periods, unless sooner terminated by the written consent of all parties in interest.

22. The failure on the part of the Grantor to enforce any restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

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 the violation or to recover damages, or both. One or more owners in the subdivision shall be proper parties to institute such proceedings.

Invalidation of any one of the provisions of this instrument 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, BPML Properties, L.L.C., a Virginia limited liability company, has caused its name to be hereunto affixed this 20 day of FEBRUARY, 1998.

BPML PROPERTIES, L.L.C.,
a Virginia limited liability company

BY: Peter A. Bonavita (SEAL)
Peter A. Bonavita, Member

BY: Michele Lucci (SEAL)
Michele Lucci, Member

BY: Gary C. Beatty (SEAL)
Gary C. Beatty, Member

STATE OF VIRGINIA, at large,

CITY/COUNTY OF Rockingham, to-wit:

The foregoing instrument was acknowledged before me this 20th day of February, 1998, by Peter A. Bonavita, Member of BPML Properties, L.L.C., a Virginia Limited Liability Company.

**My Commission Expires
October 31, 2001**

My commission expires: _____

Amy E. Merica
Notary Public

STATE OF VIRGINIA, at large,

CITY/COUNTY OF Rockingham, to-wit:

The foregoing instrument was acknowledged before me this 20th day of February, 1998, by Michele Lucci, Member of BPML Properties, L.L.C., a Virginia Limited Liability Company.

**My Commission Expires
October 31, 2001**

My commission expires: _____

Amy E. Merica
Notary Public

STATE OF VIRGINIA, at large,

CITY/COUNTY OF Rockingham, to-wit:

The foregoing instrument was acknowledged before me this 20th day of February, 1998, by Gary C. Beatty, Member of BPML Properties, L.L.C., a Virginia Limited Liability Company.

My Commission Expires

My commission expires: October 31, 2001

Amy E. Merica
Notary Public

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ROCKINGHAM COUNTY
CIRCUIT COURT
L. WAYNE HARPER, CLERK

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County
The foregoing instrument was this day presented in the office aforesaid, and is
together with the certificate of acknowledgement annexed, admitted to record this
25 day of February, 1998 at 9:37A.M. I certify that
taxes were paid when applicable:

Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording L.W. TESTE

L. WAYNE HARPER
CLERK

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