

Document PREPARED BY

JOAN M. GORSKI
204 OSCEOLA RD
GEORGETOWN, FL
32139

WHISPERING PINES CLUB, INC.
105 Ponderosa Pines Court
Georgetown, Florida 32139
Putnam County

August 22, 2002

Clerk of Circuit Court
County of Putnam
Palatka, Florida 32178

* OFFICIAL RECORDS * 10f19
BK 905.0 PG 520

Re: Renewal of Covenants and Restrictions

Please accept this application for renewal of the Covenants and Restrictions originally filed by Declarant, THE BRANIGAR ORGANIZATION, INC., an Illinois corporation duly licensed in the State of Florida on September 8, 1972, and June 1, 1973 and the Amendments to Declaration of Covenants and Restrictions filed on May 20, 1974 and the Supplemental Declaration of May 20, 1974 including Exhibit A to Amendment to Declaration of Covenants and Restrictions and Exhibit A to Supplemental Declaration of Covenants and Restrictions herewith attached.

Meeting for all property owners of the geographical area known as Plantation Pines II, Whispering Pines division, was held this 22nd day of August, 2002 in the Whispering Pines Club, Inc. clubhouse. Attendance, either in person or by proxy, far exceeded the quorum as stipulated by Florida Statute, Chapter 712 and in accordance with requirements set forth in Chapter 720.306 of statutes governing Homeowners' Associations. Voting by those present or by proxy in favor of renewal of the Covenants and Restrictions as originally written and approved and recorded in Putnam County records was unanimous and these instruments should be renewed for another thirty year period. Minutes of this meeting as well as all original proxy records will be permanently retained in the files of Whispering Pines Club, Inc. and will be made available to any County official for audit at any time.

WHISPERING PINES CLUB, INC.

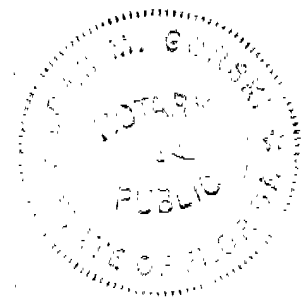
WITNESSED: Martha E. Scalisi
Martha E. Scalisi

William R. Jordan
William R. Jordan, President

WITNESSED: James T. Cooper
James T. Cooper

The foregoing application for renewal of Covenants and Restrictions was signed before me this 22nd day of August, 2002 by William R. Jordan, President, who is personally known to me. No oath was taken.

Joan M. Gorski, Notary Public
Joan M. Gorski
(My Commission expired August 30, 2003)



(Total pages including this page: 19)

DECLARATION OF COVENANTS AND RESTRICTIONS

DECLARATION dated this 8th day of September, 1972, by THE BRANIGAR ORGANIZATION, INC., an Illinois corporation duly licensed in the State of Florida, herein called the "Developer";

WHEREAS, the Developer is the owner of certain land in Putnam County, Florida, legally described as follows:

Lots 1 through 21 in Block A, Lots 1 through 12 in Block B, Lots 1 through 4 in Block C, Lots 1 through 5 in Block D, Lots 1 through 7 in Block E, Lots 1 through 8 in Block F, Lots 1 through 37 in Block G, Lots 1 through 12 in Block H, Lots 1 through 27 in Block J, Lots 1 through 43 in Block K, Lots 1 through 32 in Block L, Lots 1 through 23 in Block M, Lots 1 through 16 in Block N, Lots 1 through 47 in Block O, in Plantation Pines II, First Addition to Whispering Pines Section as recorded in Public Records of Putnam County, Florida, Map Book 5, Page 88.

AND WHEREAS, it is the Developer's intention that the lands aforesaid be made subject to certain uniform restrictive covenants upon each residential lot located therein.

NOW THEREFORE, the Developer declares that the aforesaid lands are held and shall be conveyed by it subject to the following covenants and restrictions which shall run with the land for thirty years from the date hereof, after which time they shall be automatically extended for successive ten-year periods unless an instrument, signed by the then owners of a majority of all lots in the subdivision, agreeing to change such covenants and restrictions in whole or in part, shall have been recorded; except, however, that the Developer reserves the right to amend such covenants and restrictions as herein provided.

(1) Uses and Structures.

(a) All lots shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and one garage, carport or outbuilding for residential storage conforming in appearance to the main structure.

(b) Mobile homes shall be considered single-family dwellings within the meaning of (1) (a) above if said mobile home shall be at least twelve feet in width and forty-five feet in length. All mobile homes shall have attached to the dwelling a concrete patio and awning having dimensions of at least ten feet by twenty feet. No mobile home may be placed on a lot if said structure shall have been constructed more than three years prior to the date placement on the lot is sought.

(c) All other single-family dwellings, be they prefabricated, modular or otherwise constructed, shall have minimum of 700 square feet of living area. Carports, screened-in porches, patios and garages shall not be considered living area for the purpose of computing square footage.

(d) No detached buildings shall project beyond the front of the dwelling.

(e) The exteriors of all structures erected must be completed within one year from date of commencement of construction. All buildings shall be constructed of solid and permanent materials, and if of wooden exteriors or cement block construction, shall be stained or painted. No structure shall have tar paper, roll brick or siding or other similar exterior walls.

(f) Prior to beginning construction of any structure, the plans and specifications for same shall be submitted to Developer or to a Property Owners' Association established by Developer for the purpose of compliance with restrictions herein contained. Developer or the Property Owners' Association shall have thirty days from the date of delivery of said plans to approve plans submitted. All mobile homes which are sought to be erected must bear the seal of Underwriters' Lab or Pittsburgh Underwriters in order to be approved.

(g) All mobile home underskirting shall be installed in conformity with the minimum standards established from time to time by the Foremost Insurance Company. Plans submitted to Developer under Section (1) (f) should so indicate compliance with such standards.

(h) The term "residential" as used in this Declaration shall be construed to prohibit any commercial, agricultural, manufacturing, or mining operation whatever on the property subject to these restrictions.

(2) **Water Service.** Private water wells shall be permitted for domestic purposes so long as no central water system is installed in the subdivision. Drilling of private wells shall be prohibited at such time as central water service becomes available. Lot purchasers agree to pay to the private or public utility company operating the central water system such availability, usage and tap-on rates as may be established by the Florida Public Service Commission.

(3) **Septic Facilities.** All plumbing fixtures, toilets or sewage disposal systems shall be connected to a septic tank system constructed by the owner and approved by any state, county or municipal authority having jurisdiction. All systems shall be of a closed type; no waste water shall be discharged into any lake or storm drainage facility located on the premises.

(4) **Building Setback Lines.** No structure shall be erected closer than fifty feet from any front lot line or closer than ten feet from any side or rear lot line. In the cases of the lots having frontage on two streets, a fifty foot minimum setback line shall be observed from both frontages.

(5) **Signs.** No commercial signs of any nature shall be erected or be permitted to remain on any residential lot and the Developer, its successors or assigns, shall have the right to remove any sign without legal proceedings.

(6) **Garbage and Rubbish.** Garbage or rubbish of any nature shall not be dumped or allowed to remain on any lot except in metal or plastic containers designed for collection of the same.

(7) **Violation and Enforcement.** Violation of any covenant or restriction herein contained may be remedied by the Developer and the expense thereof charged to the owner of the lot, payable upon demand; and further, enforcement may be by proceedings at law or in equity brought by the Developer, its successors and assigns, or by the owner of any lot, against any person or persons violating or attempting to violate any covenants. Failure to enforce any violation shall not be construed as a waiver either of such violation or any subsequent violation.

(8) **Severability.** Invalidation of any of the aforesaid covenants and restrictions by judgment or court order shall not affect the validity of any other covenant or restriction herein contained.

(9) **Amendment.** The Developer reserves the right to amend this Declaration of Covenants and Restrictions at any time so long as it retains title to more than 50% of the lots described herein.

DECLARATION OF COVENANTS AND RESTRICTIONS

DECLARATION made this first day of June, 1973, by THE BRANIGAR ORGANIZATION, INC., an Illinois corporation duly licensed in Florida, herein called the "Developer";

WHEREAS, Developer is the owner of certain lands in Putnam County, Florida, legally described as follows, to wit:

Lots 1-24 in Block P; lots 1-21 in Block Q; lots 1-20 in Block R; lots 1-32 in Block S; lots 1-20 in Block T; lots 1-18 in Block U; lots 1-20 in Block V; lots 1-27 in Block W; lots 1-21 in Block X; lots 1-24 in Block Y; lots 1-22 in Block Z; lot 27 in Block AA; lots 1-11 in Block BB; lots 1-12 in Block CC; lots 1-27 in Block DD; lots 1-8 in Block EE in Plantation Pines II, Second Addition to Whispering Pines Section, according to plat thereof recorded June 1, 1973 in Plat Book 5 at page 91 of the Official Records of Putnam County, Florida.

AND WHEREAS, it is the Developer's intention that the lands aforesaid be made subject to certain uniform restrictive covenants upon each residential lot located therein.

NOW THEREFORE, the Developer declares that the aforesaid lands are held and shall be conveyed by it subject to the following covenants and restrictions which shall run with the land for thirty years from the date hereof, after which time they shall be automatically extended for successive ten-year periods unless an instrument, signed by the then owners of a majority of all lots in the subdivision, agreeing to change such covenants and restrictions in whole or in part, shall have been recorded; except, however, that the Developer reserves the right to amend such covenants and restrictions as herein provided.

1. Uses and Structures

(a) No lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and one garage, carport or outbuilding for residential storage conforming in appearance to the main structure.

(b) Mobile homes shall be considered single-family dwellings within the meaning of 1(a) above if said mobile home shall be at least twelve feet in width and forty-feet in length. All mobile homes shall have underskirting conforming in appearance to the main structure and shall also have attached to the dwelling a concrete patio and awning having dimensions of at least twelve feet by fifteen feet. No mobile home may be placed on a lot if said structure shall have been constructed more than three years prior to the date placement on the lot is sought.

(c) All other single-family dwellings, be they prefabricated, modular or otherwise constructed, shall have a minimum of 700 square feet of living area. Carports, screened-in porches, patios and garages shall not be considered living areas for the purpose of computing square footage.

(d) No detached building shall project beyond the front of the dwelling.

(e) The exteriors of all structures erected must be completed within one year from date of commencement of construction. All buildings shall be constructed of solid and permanent materials, and if of wooden exterior or cement block construction, shall be stained or painted. No structure shall have tar paper, roll brick siding or other similar exterior walls.

ATTEST:

/s/ Joseph T. Cesario

Secretary

WITNESSES:

/s/ Diane K. Kalas

/s/ Doris K. Haas

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I hereby certify that on this day before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared J. Wood and Joseph T. Cesario to me known to be the persons described in and who executed the foregoing instrument as Vice President and Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name of and on behalf of said corporation.

WITNESS my hand and notarial seal in the County and State aforesaid this 20th day of June, 1973.

/s/ Lucille H. Brown

Notary Public

My commission expires July 17, 1973.

This Document prepared by Joseph T. Cesario, Attorney at Law, Oakbrook, Illinois.

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

THIS INSTRUMENT executed this 20th day of May, 1974, by THE BRANIGAR ORGANIZATION, INC., an Illinois corporation, duly licensed in the State of Florida, herein called the "Developer".

WITNESSETH:

WHEREAS, by Declarations of Covenants and Restrictions recorded by the Recorder of Deeds of Putnam County, Florida as listed below:

<u>Date of Declaration</u>	<u>Date Recorded</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Plantation Pines II Subdivision</u>
September 8, 1971	September 9, 1971	264	253 254 255	Whispering Pines Section
September 8, 1972	November 1, 1972	288	1474 1475 1476	First Addition to Whispering Pines Section
June 1, 1973	June 21, 1973	295	1083 1084 1085	Second Addition to Whispering Pines Section

the Developer subjected the real estate described in Exhibit A hereto and made a part hereof to certain Covenants and Restrictions as set forth in said instruments; and

WHEREAS, the Developer continues to retain title to more than 50% of the lots described in Exhibit A and pursuant to the right reserved in said Declarations of Covenants and Restrictions desires to amend the same in certain respects as hereinafter set forth;

NOW THEREFORE, the Developer hereby declares that said Declarations of Covenants and Restrictions recorded as above stated are hereby amended in the following respects:

1. The introductory paragraph of said instrument is deleted and there is substituted in lieu thereof the following:

"NOW THEREFORE, the Developer declares that the aforesaid lands are held and shall be transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth which shall be deemed covenants running with the land for the benefit of each and all lots subject to or becoming subject to such covenants, whether or not referred to in any deed of conveyance of any such lands. The duration of such covenants and restrictions shall be a period of 30 years from September 8, 1971, after which time said covenants and restrictions shall be automatically extended for successive periods for 10 years unless an instrument signed by the then owners of a majority of the lots subject to this Declaration has been recorded agreeing to revoking or changing, such covenants and restrictions in whole or in part, provided that no such agreement of change or revocation shall be effective unless made and recorded at least one year in advance of the effective date of such change. Notwithstanding the foregoing, the Developer reserves the right to amend such covenants and restrictions as herein provided."

EXHIBIT A

TO

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The Amendments contained herein apply to all lots in all sections of the Plantation Pines II Subdivision. The sections of said Subdivision are on record in the Putnam County Courthouse as follows:

UNIT	SECTION	DATE RECORDED	PLAT BOOK NO.	PAGE NO.
A-1	Whispering Pines	7/27/71	5	80
A-2	First Addition	6/ 8/72	5	88
A-2	First Addition Replat Block C and G	9/18/73	5	93
A-2	First Addition Replat Block N and O	9/18/73	5	94
A-2	First Addition Replat of a portion of Catfish Lake	5/20/74	5	102
A-3	Second Addition	6/ 1/73	5	91

SUPPLEMENTAL DECLARATION

SUPPLEMENTAL DECLARATION made this 20th day of May, 1974 by THE BRANIGAR ORGANIZATION, INC., an Illinois corporation, duly licensed in Florida (herein called the "Developer").

1. DECLARATION – PURPOSES.

1.1 **General Purpose:** The Developer is the owner of certain real property located in Putnam County, Florida which it is developing as a residential community for single family and mobile home sites. It intends to provide common properties for the use of owners in the development.

1.2 Developer heretofore has recorded a Declaration of Covenants and Restrictions with respect to some of the real estate in the development designed to preserve the values and amenities therein for the common benefit of all owners. Developer desires to supplement the provisions of said Declaration in the manner set forth in this Supplemental Declaration so as to create an entity to hold title to common properties donated by the Developer for the use and benefit of the owners in the development to which will be delegated and assigned the powers of maintaining and administering such common properties, administering and enforcing the covenants and restrictions of record and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Developer has caused to be incorporated under the laws of the State of Florida a non-profit corporation known as "Whispering Pines Club, Inc."

1.3 **Declaration:** To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article 3 as "Assessable Properties" and such additions to the Assessable Properties as hereafter may be made pursuant to the provisions of Article 3, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Supplemental Declaration are intended to create mutual, equitable servitudes upon each lot becoming subject to this Supplemental Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Supplemental Declaration, and the respective owners of such lots, present and future.

2. DEFINITIONS.

The following words and terms, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

2.1 "Club" shall mean and refer to "Whispering Pines Club, Inc.", its successors and assigns.

2.2 "The Properties" shall mean and refer to the Assessable Properties, and all additions to the Assessable Properties subjected to the provisions of this Supplemental Declaration, and in addition thereto, all lots in the Plantation Pines II, Whispering Pines Units subdivision (whether or not such lots are subjected to the provisions of this Supplemental Declaration) in Putnam County, Florida, according to the recorded plats thereof as follows: Plantation Pines II, Whispering Pines Section; Plantation Pines II, Whispering Pines Section, First Addition, and Plantation Pines II, Whispering Pines Section, Second Addition.

2.3 "Assessable Properties" shall mean and refer to the real estate described in Article 3.1 hereof.

2.4 "Common Properties" shall mean any real property and improvements thereon and interests therein and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Club, title, interest in or rights of use, or with respect to which the Developer permits use by the Club and its members and any replacement of or for any of the foregoing.

2.5 "Lot" shall mean any lot described in any recorded subdivision map of the properties.

2.6 "Owner" shall mean the record owner (whether one or more persons or entities) of the fee simple title to or the contract purchaser for any lot situated upon the Assessable Properties, or any additions thereto subjected to this Supplemental Declaration; but, notwithstanding any applicable theory of the deed to secure debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.7 "Member" shall mean all those owners who are members, (assessable or voluntary) of the Club as hereinafter provided, except that the Developer shall not be a member.

2.8 "Assessable Member". Every owner or contract purchaser of a lot which is subject to the provisions of this Supplemental Declaration shall be an Assessable Member of the Club.

2.9 "Voluntary Member". All owners eligible for membership in the Club other than Assessable Members who become members by voluntary application shall be Voluntary Members.

2.10 "Resident Member". As defined in the By-Laws of the Club.

2.11 "Non-Resident Member". As defined in the By-Laws of the Club.

2.12 "Committee" shall mean the Architectural Review Committee.

3. ASSESSABLE PROPERTIES – ADDITIONS THERETO

3.1 **Assessable Properties.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Supplemental Declaration is located in Putnam County, Florida and more particularly described in Exhibit A attached hereto and made a part hereof.

3.2 **Additions.** Developer is the owner of approximately 1675 acres of land, including the Assessable Properties, which it plans to develop pursuant to the common promotional scheme as a part of the properties. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration in future stages of development any part or all of said lands which are not included in the Assessable Properties. Such additions shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Supplemental Declaration to such additional property. Any supplemental declaration may contain such supplementary additions and modifications of the covenants and restrictions contained in this Supplemental Declaration as are not inconsistent with the scheme hereof, provided that no such changes shall modify or add to the covenants established by this Supplemental Declaration with respect to the Assessable Properties in any manner which would substantially alter the scheme of this Supplemental Declaration. Any such additional property made subject to the scheme of this Supplemental Declaration will become subject to assessment for its just share of Club expenses in accordance with such scheme.

4. ARCHITECTURAL REVIEW COMMITTEE

The covenants and restrictions with respect to which any of the properties have been, or hereafter may be, subjected by declaration of the Developer shall be enforced by an Architectural Review Committee established by the Developer for such purpose. Such enforcement shall be reasonable and designed to afford the owners the benefit of such covenants and restrictions designed for the benefit of all owners. The Developer shall have the right to transfer to the Club the functions of the Committee, including the right to designate the membership thereof.

**5. THE COMMON PROPERTIES
RIGHTS, OBLIGATIONS AND RESERVATIONS WITH RESPECT THERETO**

5.1 Members Easements of Enjoyment. Subject to the provisions of this Article V, every member shall have the non-exclusive right of easement and enjoyment in and to the Common Properties, which easement shall be appurtenant to and shall pass with the title to every lot.

5.2 Obligation of the Club with respect to Common Properties.

The Club, for itself, its successors and assigns, hereby covenants with the Developer as follows:

5.2.1 The Club will accept conveyance of Common Properties which the Developer is obligated to or may convey to the Club pursuant to agreement dated May 20, 1974 between Developer and the Club.

5.2.2 The Club will preserve and maintain for the common benefit of its members (and other users of right) the Common Properties which it shall own, shall pay any taxes assessed thereon, carry insurance with respect thereto as determined by its Board of Directors, and shall keep the same in good and sightly appearance.

5.3 Extent of Members Easements. The rights and easements of enjoyment created for the benefit of Club members shall be subject to the following:

5.3.1 Rights of the Developer, its successors and assigns, as herein reserved, and as reserved in said agreement dated May 20, 1974.

5.3.2 The right of the Club, in accordance with its by-laws, to borrow money for the purpose of improving the Common Properties and to mortgage such property. In the event of default on any such mortgage, the lender's rights shall be limited to the right, after taking possession of such properties in event of default, to charge admission and other fees as a condition to continued enjoyment by members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Club and all members' rights fully restored.

5.3.3 The right of the Club to take such steps as are reasonably necessary to protect the Common Properties against foreclosures.

5.3.4 The right of the Club, as provided in its Articles and by-laws, to make and enforce reasonable rules and regulations with respect to the use of the Common Properties by user of right and to suspend enjoyment rights of any member for any period during which any assessment against such member remains unpaid, and for any period not to exceed thirty (30) days, for any infraction of its published rules and regulations.

5.3.5 The right of the Club to charge reasonable admission and other fees for the use of the Common Properties where such use results in an added expense to the Club and added benefits to the using members.

5.3.6 The right of the Club to dedicate or transfer any or all of Common Properties to any public agency, authority or utility as authorized by its Articles of Incorporation.

5.4 Rights and Easements reserved by Developer. The Developer, for itself, successors and assigns, reserves the following rights and easements in and with respect to the Common Properties:

5.4.1 An easement is reserved with respect to all open areas which may be conveyed to the Club to install and maintain lines and mains designed for providing utility services within the properties including the right to enter upon such areas at all times for any such purposes.

5.4.2 An easement is reserved for surface drainage over any open areas conveyed to the Club as Common Properties.

5.4.3 An easement is reserved for the purpose of constructing additional recreation facilities and structures upon any of the Common Properties, at sites selected by Developer, which additional facilities, if constructed, will, upon completion, be a part of the Common Properties, except that the Developer will not permit a lien to be created with respect to the Common Properties by reason of any such activities.

5.4.4 An easement is reserved in favor of the Developer, its successors and assigns, by their agents and representatives, for a period not exceeding ten (10) years from the date of recording of this Supplemental Declaration to bring prospective customers upon the Common Properties in connection with Developer's sales program, except the exercise of such right shall not interfere unreasonably with member use.

5.4.5 The rights reserved in said agreement dated May 20, 1974.

6. MEMBERSHIP AND VOTING RIGHTS IN THE CLUB

6.1 **Eligibility.** Every person or entity, except the Developer, who is an owner of, or contract purchaser for, a lot located in the properties shall be eligible for membership in the Club. There shall be two classes of members - Assessable and Voluntary Members. For the purpose only of fixing the amount of dues for which a member is obligated, members shall be further classified as "Resident" or "Non-Resident". Every owner of a lot which is subject to the provisions of this Supplemental Declaration shall automatically become an Assessable Member of the Club by acceptance of a deed of conveyance or contract of purchase for such lot. All persons eligible for membership other than Assessable Members who become members by voluntary application shall be Voluntary Members.

6.2 **Voting Rights.** Each member, Assessable and Voluntary, shall be entitled to one vote for each lot in which he holds the interest required for membership. When more than one person holds such interest, all such persons shall be members and the vote for such lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any lot.

7. COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation with respect to Assessments. Developer, for each lot within any portion of the properties subjected to the provisions of this Supplemental Declaration, hereby covenants, and each owner of any such lot by acceptance of a deed therefor or contract for the purchase thereof (whether or not it shall be so expressed in any such deed or contract), shall be deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Club an annual assessment for dues. All such assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this Article. Each such assessment, together with interest thereon and cost of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

7.2 Purpose of Assessments.

7.2.1 Dues - Annual Assessments. The annual assessments levied by the Club as dues shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members, and for the maintenance and improvement of the Common Properties, and to providing services and facilities related to all or any of the foregoing matters, including, without limitation, discharging of the obligations of the Club imposed by this Supplemental Declaration and as otherwise incurred by the Club and holding, improving and maintaining the Common Properties.

7.3 Amount of Assessments, Change in Amount and Date of Commencement. The annual assessment for membership dues for each year, commencing with the assessment made with respect to the calendar year 1975, shall be \$96.00 with respect to lots owned by Resident Members and \$24.00 with respect to lots owned by Non-Resident members. The Board of Directors of the Club, as provided in its by-laws, may increase or decrease the amount of the annual assessment for any future year, except that the amount of the increase for any year will not exceed 15% of the annual assessment for the preceding annual period unless an annual assessment of a greater amount for such year shall have been approved by vote of members as provided in the by-laws of the Club.

7.4 Effect of Non-Payment of Assessment; the Lien; Personal Obligation of the Owner. If any assessment is not paid when due, such assessment thereupon shall become delinquent, and from and after the time when the Club shall have filed against the delinquent Assessable property with the Recorder of Deeds a proper instrument setting forth such delinquency, such assessment, together with interest thereon and cost of collection thereof as herein provided, shall become a continuing lien upon the property against which such assessments are made and shall bind such property in such amounts in the hands of the then owner, his heirs, representatives, successors and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

7.5 Interest; Remedies of the Club. Delinquent assessments shall bear interest at the rate of 10% per annum from date of delinquency. The Club may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing, filing and prosecuting the complaint in such action, and, if judgment is obtained, such judgment shall include interest as provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of such action.

7.6 Exempt Property. Notwithstanding the foregoing, no assessments, charges or liens shall be made with respect to lots owned by the Developer, except lots subject to purchase contracts.

EXHIBIT A

To

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

Whispering Pines Section:

<u>Lot No.'s</u>	<u>Lot No.'s</u>	<u>Lot No.'s</u>	<u>Lot No.'s</u>
2	39	91	109
9		93	112
10	48	95	128
	71	96	132
13	74	107	147
26	75	108	148

1st Addition to Whispering Pines Section:

<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>
1 C	5 F	18 G	31 G	9 J	3 K	23 K	4 M
2 C	6 F	19 G	33 G	10 J	4 K	28 K	8 M
	7 F	20 G	34 G	14 J	5 K	31 K	9 M
1 E	8 F	21 G	37 G	18 J	6 K	35 K	10 M
2 E		22 G		19 J	7 K	37 K	11 M
3 E	1 G	23 G	1 J	21 J	8 K	41 K	12 M
4 E	2 G	24 G	2 J	22 J	9 K		13 M
5 E	3 G	25 G	3 J	23 J	12 K	14 L	14 M
6 E	4 G	26 G	4 J	24 J	17 K	17 L	15 M
7 E	5 G	27 G	5 J	25 J	18 K	24 L	16 M
	15 G	28 G	6 J	26 J	19 K	28 L	17 M
3 F	16 G	29 G	7 J	27 J	20 K	32 L	18 M
4 F	17 G	30 G	8 J		21 K		21 M
						3 M	22 M

2nd Addition to Whispering Pines Section:

<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>	<u>Lot/Blk.</u>
11 P							
1 P	3 R	27 S	8 V	24 W	10 Y	3 AA	7 CC
3 P	6 R	28 S	9 V	25 W	11 Y	5 AA	8 CC
5 P	7 R	29 S	10 V	26 W	12 Y	6 AA	9 CC
6 P	9 R	30 S	11 V	27 W	13 Y	7 AA	10 CC
9 P	10 R	31 S	12 V		14 Y	9 AA	11 CC
10 P	11 R	32 S	13 V	1 X	15 Y	10 AA	12 CC
13 P	12 R		14 V	2 X	16 Y	11 AA	
15 P	13 R	5 T	15 V	3 X	17 Y	12 AA	1 DD
16 P	14 R	6 T	16 V	4 X	18 Y	13 AA	2 DD
17 P	15 R	7 T	17 V	5 X	19 Y	14 AA	3 DD
18 P	16 R	16 T	18 V	6 X	20 Y	15 AA	4 DD
19 P	17 R	18 T	19 V	7 X	21 Y	16 AA	5 DD
20 P	18 R	20 T	20 V	8 X	22 Y	17 AA	6 DD
22 P	19 R			9 X	23 Y	18 AA	7 DD
23 P	20 R			10 X	24 Y	19 AA	8 DD
24 P		2 U	1 W	11 X		20 AA	9 DD
21 P	1 S	3 U	3 W	12 X		21 AA	10 DD
1 Q	2 S	5 U	4 W	13 X	1 Z	22 AA	11 DD
2 Q	3 S	7 U	5 W	14 X	2 Z	23 AA	12 DD
4 Q	4 S	8 U	6 W	15 X	5 Z	24 AA	15 DD
6 Q	5 S	9 U	7 W	16 X	6 Z	25 AA	17 DD
8 Q	9 S	10 U	8 W	17 X	7 Z	26 AA	19 DD
9 Q	12 S	11 U	9 W	18 X	8 Z	27 AA	21 DD
10 Q	13 S	12 U	10 W	19 X	9 Z		22 DD
11 Q	14 S	13 U	11 W	20 X	10 Z		23 DD
12 Q	15 S	14 U	12 W	21 X	11 Z	4 BB	26 DD
13 Q	17 S	15 U	13 W		12 Z	5 BB	23 DD
14 Q	18 S	16 U	14 W		13 Z	6 BB	27 DD
15 Q	19 S	17 U	15 W	1 Y	14 Z	9 BB	
16 Q	20 S	18 U	16 W	2 Y	15 Z	10 BB	2 EE
17 Q	21 S		17 W	3 Y	16 Z	11 BB	3 EE
20 Q	22 S	1 V	18 W	4 Y	17 Z		4 EE
21 Q	23 S	2 V	19 W	5 Y	18 Z		5 EE
	24 S	3 V	20 W	6 Y	19 Z	1 CC	6 EE
	25 S	4 V	21 W	7 Y	20 Z	3 CC	7 EE
1 R	26 S	5 V	22 W	8 Y	21 Z	4 CC	8 EE
2 R		6 V	23 W	9 Y	22 Z	5 CC	
		7 V				6 CC	

