

**STATE OF MISSISSIPPI
COUNTY OF UNION**

RESTRICTIVE AND PROTECTIVE COVENANTS

Whereas, J.E. Morris Investments, LLC is the fee simple title holder of the hereinafter described real property and is desirous of developing and subdividing said real property for use as single family residential housing; and

Whereas, it is beneficial and expedient for uniform restrictions and protections to be prescribed as to the allowable uses and utilizations of individual lots within said development; and

Whereas, J.E. Morris Investments, LLC wishes to enhance the value of the said lots within said development, and by extension the relative comforts of the future owners of the said lots,

Now, Therefore, be it remembered that for and in consideration of the premises, the undersigned by their presence do establish the following conditions, covenants, limitations and reservations with regard to the real property described as follows: to wit:

A) Covenants and Restrictions running with the Land: All of the provisions, requirements, restrictions and conditions set forth shall be construed as covenants running with the land and binding upon the parties and their respective heirs, successors, and assigns, it being the purpose and intent that such provisions, requirements shall enure to the benefit and advantage of the owner or owners of any lots or parcels of land, in said development.

B) Waivers and Estoppel: No failure or neglect on the part of any owner or any land embraced within the development any or future phases to demand or insist upon strict observance of any such provisions, restrictions, conditions or to proceed for the restraint of violations shall be deemed as waivers of any such violation nor shall any such failure or neglect operate as an estoppel to any subsequent insistence on strict observance; but any such provisions, restrictions, conditions or requirements may be enforced at any time notwithstanding violations that previously may have been suffered or permitted; nor shall a waiver of any such provisions, requirements, restrictions or conditions in any particular manner be deemed a waiver of any other default whether of the same or of a different nature.

C) Protective Covenants

1. The premises as described above shall be used exclusively for residential purposes and no more than one single family dwelling consisting of not less than 1800 square feet of heated enclosed area, not including porches or garages, may be erected on each lot. All residences two or more story shall have a minimum of 1400 square feet of heated floor space on the first or ground level floor.

- a. No more than one other building or garage for storage purposes in connection therewith shall be constructed on lots less than 2 acres, provided further, that no such garage or outbuildings be constructed prior to the residence building and providing such garage or outbuilding shall be constructed with identical material and architectural style as the main residence. The outbuilding or garage shall not be constructed in a manner either in appearance or in the location upon the lot which detracts from the surrounding area. The exterior of all buildings, whether the primary residence, garage or outbuilding shall be constructed with not less than 60% brick exterior with the remainder being covered by materials of a quality no less than 30 year vinyl siding. Acceptable substitutes are Brick, Hardi board or equivalent concrete composite, solid wood, 30 year vinyl or other minimal equivalent material approved by developer. Unacceptable substitutes are Masonite or equivalent, less than 30 year vinyl, or any product deemed unacceptable by developer or developer assigns.
 - b. However, multi lot dwellings or on lots otherwise over 3 acres, one additional outbuilding may be placed on the property. The second permitted outbuilding can be built outside of these material requirements so long as the proposed material, design, and location is complementary to the development and that said second outbuilding is constructed on the back half of said lot(s) away from the road. All building plans, locations, and materials must be pre-approved by developer prior to the commencement of construction.
2. No modular home, no manufactured home, no mobile home, no trailer, no double-wide mobile home unit or housing unit of similar nature shall be permitted on the premises.
3. No noxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No signs of any kind shall be displayed to the public view on any lot except one professionally made sign of not more than one square foot for informational or directional purposes, and one professionally made sign of not more than five square feet advertising the property for sale or rent.
5. Family pets such as dogs, cats, rabbits, and birds may be kept providing that they are not kept, bred or maintained for any commercial purpose and that the total number of these type pets does not exceed 5 pets total and that no more than 3 of any one animal type be kept. No swine, poultry, Goats, livestock or any animal of that nature shall be allowed in this development, except on lots over 4 acres 1 horse may be kept. For multi lot owners or lots 7 acres or more 1 additional horse may be kept for every 3 additional acres over 4 provided that all other covenantal requirements are met.
6. No Unlicensed or inoperative vehicles or inoperable toys, yard equipment, appliances or any item of the sort shall be abandoned on any lot in this

development unless said items are stored inside a building out of view of the road or other lot owners. Any such items kept on the premises longer than 10 days will be considered abandoned and towed or otherwise removed by the developer at the owner's expense.

7. Each property owner shall be responsible to maintain and to mow that portion of the road right-of-way that is between the owner's front line and the edge of the road. All lots shall be kept clean of debris. Each property owner shall be responsible to maintain and mow his/her lot, even if the lot is vacant.
8. No building shall be erected or allowed to remain in an unfinished state. All buildings within the development shall be completed within the first twelve months from the date of beginning construction of each individual building. If the lot is less than 2 acres, the residence must be completed with a driveway, surfaced with concrete or asphalt paving.
9. The exterior design shall be harmonious with other homes within the subdivision with respect to quality of workmanship and materials and is to be located toward the center of the lot(s) with consideration for topography and finish grade elevation.
10. All docks, fences, or ornamental landscaping placed upon a lot or any lot boundary joining a pond or lake must be approved by the developer.
11. A 20 ft right of way on any lot line may be used for utility service and access thereto by utility workers, for construction repairs or maintenance and there shall be a similar 30 foot utility right of way along any utility line existing or erected otherwise on any lot.
12. Set back requirements shall be 25 feet from all lot boundaries when said boundary does not constitute road frontage. When the pertinent boundary is where the lot joins the road the setback requirement shall be not less than 40 feet from the road right of way whereon the particular lot joins said road.
13. No heavy commercial vehicles will be permitted to be driven, parked, or stored on premises of said lots, road, or in the development unless said heavy vehicle is being used for the construction or maintenance of roads, drives or buildings or for the transportation of passengers such as school buses unless specific approval is given in writing by developer or developer's assigns.
14. Camper, utility trailer, motor home or other like light vehicle storage shall be allowed. However, they shall be licensed to the lot owner and be situated or placed upon each lot so that they are only on the back 1/3 of the lot with natural or installed landscape screening put in place so as to detract from the obvious view of said vehicle from the road or other lots. The back 1/3 of the lot being

defined as that 1/3 of each lot that is situated away from the road frontage. Otherwise the vehicle may either be stored inside an approved building.

15. Lot owners who are found to be in violation of any of these covenants and after fourteen days written notice, shall be responsible for all expenses including cost to correct violations, reimbursement for time developer spends to remedy violations, legal expenses, court costs and any and all related litigation expenses which accrue or become necessary due to any said violation.
16. Prior to the date when 100% of the lots in the overall development are sold to individual property owners these restrictive covenants may be changed or waived by the developer. After the sale of 100% of the lots of the development these restrictive covenants may be waived or changed by a vote in favor of said wavier or changed by a 2/3 vote of the lot owners. The owner of each lot shall have the authority to place one vote per lot with 60% of the lots represented owners required for a quorum.