

DECLARATION OF PROTECTIVE COVENANTS FOR  
NORTH HILL SUBDIVISION, PHASE I

THIS DECLARATION made, executed and declared upon the date hereinafter set forth by STUART COMPANY, a Mississippi Corporation, the owner of the following described real property being identified and designated as North Hill Subdivision, Phase I, as per official map or plat on file on Slide A-75 and A-76, in the office of the Chancery Clerk of Pearl River County, Mississippi:

PURPOSE

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

DECLARATION

We, the undersigned fee owners of the hereinabove described real property, hereby make the following declarations as to limitations, restrictions, and uses to which the land and/or parcels thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding on all parties and all persons claiming any right, title, or interest in said land, and all persons claiming under them, to-wit:

1. All lots shall be used for single family residential purposes. Provided, however, developer and his agents shall have the right to use a lot as a temporary sales office for marketing and development purposes until all phases of this development are completed and sold.
2. No lot shall be divided into smaller parcels except to provide a larger building site. The minimum size for any lot on which a dwelling may be constructed shall be one (1) acre.
3. No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
4. The owner and developer shall appoint the initial Architectural Review Committee which shall have three members. The initial committee shall be appointed with one, two, and three year terms respectively. Each appointee shall serve until replaced by a person elected by the lot owners of record. The first election of members to the Architectural Review Committee shall be held one (1) year from the date of the sale of the last lot, or July 1, 1999, whichever occurs first. A person, to be elected to the Architectural Review Committee, must be a lot owner of record. The ownership of each lot shall

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5. have one (1) vote but there shall be only one (1) vote per lot. This committee may enforce these covenants and **take action against anyone who is in violation of any** covenant. Any judgments rendered against any property owner for violation of these covenants as well as attorney fees or other necessary expenses incurred for enforcement of these covenants shall constitute a lien against the property in question.
6. No building or improvement of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Review Committee and a building permit has been issued if required by law.
7. The Architectural Review Committee shall monitor all construction to see that these Covenants, Conditions and Restrictions are complied with; however, this committee is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof or any component of any house or other improvement, whether caused by defective material or defective workmanship.
8. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to conventional methods of construction, using conventional materials and must be completed within six (6) months from the date construction is commenced.
9. Each dwelling shall be constructed with at least 1,900 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches.
10. No structures of a temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, barn or other out building), shall be used on any lot, at any time as either a temporary or permanent residence. The use, parking or storage of a house trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited.
11. Any separate structure such as equipment sheds, animal shelters, greenhouses, out buildings, or storage buildings must be placed to the rear of the dwelling. Such structures shall not be constructed or used until the dwelling on the lot is completed or under construction.
12. No dwellings or accessory structures, erected or to be erected, shall be used directly or indirectly for trade or business. Commercial or industrial use of any part of this property is prohibited.
13. Except as provided in covenants #13, #14, #15 and #16, no structure shall be constructed or placed nearer than forty (40) feet from the front boundary line and twenty-five (25) feet from the side and rear boundary lines. This restriction shall not apply to driveways, mailboxes or fences.
14. With reference to lakefront lots, other than Lots 124 through 128 and Lots 148 and 149, no structure shall be constructed or placed nearer than forty (40) feet from the front boundary line, twenty-five (25) feet from the shoreline and twenty-five (25) feet from the side boundary lines. This restriction shall not apply to driveways, mailboxes or fences.

14. With reference to Lots 124 through 128 and Lots 148 and 149, no structure shall be constructed or placed nearer than thirty (30) feet from the front boundary line, twenty-five (25) feet from the shoreline and twenty-five (25) feet from the side boundary lines. This restriction shall not apply to driveways, mailboxes or fences.
15. With reference to Lots 108 through 111, no structure shall be constructed or placed nearer than thirty (30) feet from the front boundary line and twenty-five (25) feet from the side and rear boundary lines. This restriction shall not apply to driveways, mailboxes or fences.
16. With reference to lots contiguous to U. S. Highway 11, no structure shall be constructed or placed nearer than forty (40) feet from the front boundary line, fifty (50) feet from the rear boundary line and twenty-five (25) feet from the side boundary lines. This restriction shall not apply to driveways, mailboxes or fences.
17. Owners of lots contiguous to U. S. Highway 11 shall be prohibited from using said lots as access to or from said highway.
18. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.
19. No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.
20. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and slightly appearance within North Hill. Developer, Property Owners' Association and the Architectural Review Committee, each, reserves and shall have the right to cut the grass for which the lot owner shall pay the Architectural Review Committee not less than \$100.00 for each cutting of their lot up to twelve (12) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Architectural Review Committee and agrees that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.
21. No trees may be cut or removed except for building sites and other improvements without the prior written approval of the Architectural Review Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or white washed.
22. All garbage, trash or other waste of any kind shall be kept in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.
23. No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building material, scrap equipment, old washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding and old tires.

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24. No large animals, livestock, goats, swine, or poultry shall be bred, kept or raised on any lot except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. All animals which are permitted under this clause, shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to the neighbors.
25. The discharge of firearms within North Hill is expressly prohibited.
26. Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling:
  - 1.) Owner's sign,
  - 2.) Realtor's "For Sale" sign,
  - 3.) General Contractor's Sign,
  - 4.) Lender's Sign.These signs must be professionally made and shall not be larger than three feet square.
27. All contractors must keep all lots free from trash and debris and must maintain a portable outdoor toilet on the lot during the construction period. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant.
28. All owners of land that is contiguous to ponds and lakes shall be responsible for the maintenance and upkeep of the ponds, lakes and dams. A perpetual easement is hereby reserved on, over and across the dams of said ponds and lakes for this maintenance and upkeep. A dry fire plug may be placed within said easement and dam management area of the two lakes for emergency fire protection.
29. The water level may not be altered around water front lots nor may any water front lots be filled with dirt or other fill material so as to change or alter the shoreline of any water front lot.
30. The use of motorized boats, water skis or jet skis is prohibited.
31. No boathouses shall be allowed.
32. Bulkheads and piers on lakefront lots shall be prohibited until the building plans, specifications and plot plan of such bulkhead or pier has been approved in writing by the Architectural Review Committee and a building permit has been issued, if required by law. Piers shall not exceed six (6) feet in width and twenty (20) feet in length.
33. In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair, replace or completely remove the damaged or destroyed dwelling or structure within nine (9) months from the date of occurrence.
34. Developer reserves unto itself, its successors and assigns an easement or right of way fifteen (15) feet in width along the rear and street boundary lines and seven and one half (7 1/2) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. Additionally, easements reserved on the recorded plats shall be reserved for installation and maintenance of utilities, dams, fire protection, beautification and drainage. This reservation of such

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utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of the developer to supply such services.

35. Property Owner's Association:

a.) Purpose: The North Hill Property Owners' Association, Inc., shall hold title to the common area located within North Hill, and shall be responsible for the care, operation, and maintenance of all common property. The Property Owners' Association shall have the authority to impose such assessments upon the property owners as may be necessary to pay the cost of such care, operation, and maintenance of common property and to enforce these covenants.

b.) Membership: By acceptance of the deed to property located with North Hill, the lot owner becomes a member of the North Hill Property Owners' Association.

c.) Annual Meeting: The first annual meeting of the North Hill Property Owners' Association shall be held at 10:00 o'clock, a.m., January 8, 1998. Future annual meeting date, time and locations shall be determined at that time.

d.) Special Meetings: A majority of the lot owners may call a Special Meeting of the Property Owners' Association at any time by filing with the Secretary of the Association a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the Special Meeting must be sent to all lot owners of record by certified mail, return receipt requested, at least 15 days prior to the date of a meeting. For purposes of carrying on business of the Property Owners' Association, the owner or owners of each lot shall have one (1) vote per lot. Two-Thirds (2/3) present of all lot owners shall constitute a quorum. a Two-Thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the association.

e.) Fees and Assessments: The annual assessment shall not exceed \$50.00 per year per lot through calendar year ending December 31, 1997, and thereafter shall be set by the Property Owners' Association. The annual assessment or the pro-rata part thereof shall be paid at the time of each lot purchase. Thereafter, the annual assessment shall be due in advance on January 1 of each calendar year thereafter. All said lot owners agree to pay said maintenance charges within thirty (30) days of receipt of statement rendered by the Architectural Review Committee and agree that any unpaid charges, together with attorney fees, and reasonable collection costs will constitute a lien against their lot until paid. Developer shall be responsible for paying annual assessments for any lots that remain unsold in Phase I after December 31, 1999.

36. Duration: These covenants shall remain in full force and effect for twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10) years thereafter unless, prior to any renewal date an instrument signed by not less than 2/3 of the lot owners is filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions.

37. Invalidation: Invalidation of any covenant by judgment or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.

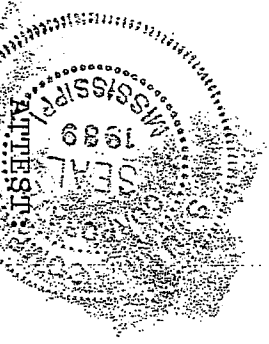
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WITNESS the signature of STUART COMPANY, a Mississippi

Corporation upon this the 20th day of December, A.D., 1996.

STUART COMPANY, a Mississippi Corporation

BY: E. C. Stuart, Jr.  
E. C. STUART, JR., President



Deborah Jabour Stuart  
DEBORAH JABOUR STUART, Secretary

STATE OF MISSISSIPPI )  
COUNTY OF PEARL RIVER )

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 20th day of December, 1996, within my jurisdiction, the within named, E. C. STUART, JR., who acknowledged that he is President of Stuart Company, a Mississippi, and that for and on behalf of the said corporation, and as its act and deed he signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 20th day of December A.D., 1996.

Sione L. Miller  
NOTARY PUBLIC



My Commission Expires:  
August 9, 1997

STATE OF MISSISSIPPI )  
 )  
COUNTY OF PEARL RIVER )

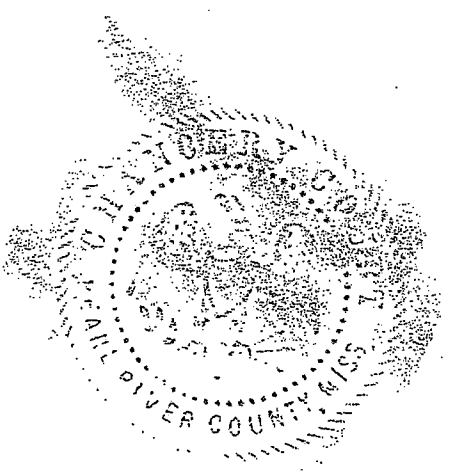
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PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 20th day of December, 1996, within my jurisdiction, the within named, DEBORAH JABOUR STUART, who acknowledged that she is the Secretary of Stuart Company, a Mississippi, and that for and on behalf of the said corporation, and as its act and deed she signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.  
GIVEN under my hand and official seal of office, upon this, the 20th day of December A.D., 1996.

Sannel Miller  
NOTARY PUBLIC

My Commission Expires:  
August 9, 1997

Prepared By:  
Stuart Company  
Post Office Box 550  
Picayune, Ms 39466  
601-799-1191



PEARL RIVER COUNTY. I hereby certify the foregoing instrument was filed for record in my office on the 20 day of December, 1996 at 4:30 o'clock PM and that the same is now duly recorded in Deed Record No. 604 on page 575-583 of Record of 96 of 96 Deeds in my office.  
Given under my hand and Seal of office this 20 day of December, 1996

ARP Davis of December, 1996  
ARP Davis Notary Clerk  
ARP Davis Notary Clerk