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25-2/ 93

RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE
TO THE HICKORY RIDGE DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

That Durward L. Berry, Bessie Lee S. Berry, Juel Wood Spiers, Jr. and Donna B. Spiers, being the developers of the property shown on the plat of Hickory Ridge Subdivision in Pearl River County, Mississippi, as recorded in the office of the Chancery Clerk of Pearl River County, Mississippi, do hereby impress each of the specifically numbered lots designated on said plat (as distinguished from such land, if any, within the limits of such subdivision which is not specifically platted and numbered as lots) with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and protection of the property in the Hickory Ridge Subdivision of Pearl River County, Mississippi.

1. No building site shall be used for other than residential purposes.
2. No building shall be permitted on any building site other than one single family dwelling and one detached garage or storage building as the case may be.
3. The floor area of any dwelling shall be not less than fifteen hundred (1500) square feet exclusive of garage, carports, storage rooms, porches, patios and basements.
4. Cutting of trees shall be limited to the extent necessary for clearing the foundation site for construction, and driveways and additional cutting of trees shall be done only upon written approval of the developer.
5. Easements of five feet (5 feet) on all sides of every building site shall be reserved by the developer for ingress and egress and construction, operation and maintenance of public or private utility lines. The developer also reserves the right to convey authority to cut, trim or remove any trees, shrubs or other obstructions within the easement area. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation on the part of the developers to supply such services.
6. No building, fence or structure of any kind shall be located on any building site nearer to the front property line than twenty-five (25) feet or nearer to the side property lines than fifteen (15) feet. These minimum setbacks from the property lines are mandatory and there shall be no exceptions.
7. No structure of a temporary character, house trailer, trailer, basement, tent, shack, garage, storage shed or any other outbuilding shall be used on any building site at any time as a residence, either temporarily or permanently.
8. Any garage, storage shed or any other improvement shall be constructed at the same time or subsequent to the construction of the residence it is intended to serve.

9. One private swimming pool may be constructed by the owner of each building site as long as he complies with all sanitary and safety requirements.
10. All commercial advertising signs are prohibited. No sale, transfer, lease or other disposition of any building site in the development shall be consummated unless and until the purchaser or transferee has applied for and has been accepted as a member of the Hickory Ridge Property Owners Association. This restriction shall not apply, however, to lending institutions who may bid said property in at any foreclosure sale brought by them without regard to such membership restrictions, nor shall it apply with respect to a transfer of such property pursuant to a duly probated will or by virtue of intestacy, pursuant to the statutes of the State of Mississippi. However, in the event of transfer of title by virtue of foreclosure, probate of will or intestate succession, the developers, their successors or assigns, shall have an absolute right of first refusal to purchase said building site from any such transferee or transferees in the event they shall decide to sell, transfer or convey the same.
11. Upon acceptance of an application for membership in the Hickory Ridge Property Owner's Association and the simultaneous execution of a Sales Contract or the acceptance of a deed, each owner shall become a member of the Hickory Ridge Property Owners Association for the purpose of providing protection of each building site owners' investment, upgrading the value of all building sites, enforcement of all covenants and restrictions herein, introducing and passing other regulations, covenants and/or restrictions, as may be approved by the majority of the members of the association for the purpose of improvement of the development and the protection of the Association members' investments. Said membership shall also be conditioned upon payment, when due, of such dues, fees, and charges as the Association shall find necessary for the funding of the Association's activities.
12. The developers reserve unto themselves, their successors or assigns, any and all mineral rights of any and/or all building sites within the development.
13. Driveways crossing side ditches shall be constructed to a minimum of twelve (12) feet with culvert pipe drains laid to the profile of the ditch invert. No culvert pipe shall be smaller than twelve (12) inches in diameter.
14. No contractor, builder, sub-contractor or anyone else will be permitted to do any building, construction or perform any services within the Hickory Ridge development unless he be fully qualified as follows:
 - A. Qualify with and obtain from the State of Mississippi a license to bid on contracts.
 - B. Obtain a contractor's material purchase certificate from the Mississippi State Tax Commission on each contract of Ten Thousand (\$10,000) Dollars or more.
 - C. Qualify with and obtain employer's identification number from the Mississippi Employment Security Commission.
 - D. Written proof of the above qualifications shall be submitted to the developer for his inspection, approval and recording at least ten days prior to starting of any building, construction or services.
 - E. Upon compliance with the above qualifications and the signing of a construction contract, the building contractor shall apply for and will be issued a building permit to be kept on and prominently displayed at the building site at all times.

- 15. Any and/or all improvements shall be completed within six (6) months from the beginning of construction.
- 16. Any and/or all lavatories, toilets and bath facilities shall be installed indoors.
- 17. No installation of septic tanks for the disposal of sanitary sewage shall be constructed or operated unless the installation shall meet and continue to meet all the requirements of every governmental authority having jurisdiction. The septic tank must be of concrete construction, with a minimum capacity of one thousand (1000) gallons. The septic tank drain-field must be grveled and completely enclosed to prevent any drainage appearing on the surface of the ground. The length and design of the capillary field will be dictated by the number of baths it serves and the capillary test of the soil. A sketch of the septic tank and drainfield as they are to be installed on the building site must be submitted to the developer at least five days prior to start of installation. The developer shall also be notified of installation date and time that he may provide inspections during installation.
- 18. All lavatories, toilets, baths, septic tank and drainfields must be completely installed and operating before the residence is occupied.
- 19. The developer will install all water supply mains, with one 3/4 inch water tap to each building site for a charge of \$125.00 to the building site owner. The water will be supplied and the water mains maintained by the City of Picayune. To obtain water service each building site owner must apply to the City of Picayune Water Department, pay a meter deposit, and a monthly water payment at rates established by the City.
- 20. No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept in any manner on any building site, excepting dogs, cats and/or other household pets, which must be kept on owners' building site and not allowed to become a nuisance or hazard to other property owners. All pets must be periodically inoculated as required for proper immunity and proof of such inoculation must be submitted upon request.
- 21. No structure shall be erected on any building site until plat plan, building plans, and specifications therefor have been submitted to and approved in writing by the developers' Architectural Control Committee, their successors or assigns, as per procedure specifically outlined hereinafter.
- 22. All building sites shall at all times be kept clean and free of trash, garbage, debris, junked automobiles and/or appliances or any other offensive matter that in any way distracts from the attractiveness of the building site. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 23. The discharge of firearms on the development or any of the surrounding area that may prove dangerous to the inhabitants of the development is strictly prohibited and will be reported to the proper enforcement authority.
- 24. Fires must be contained, enclosed and carefully supervised. No fire may be left unattended until it is completely doused with water, the coals or remaining combustible materials raked and doused with water again. Fires started by anyone that spreads to adjoining property and causes damage to such property will be and is the liability of the person or persons starting the fire as governed by law.
- 25. No noxious, immoral, illegal or offensive activity shall be carried on upon any building site nor shall anything be done thereon which may be or become to be an annoyance or nuisance to the development in which said building site is located.

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is composed of the following named individuals: Donna B. Spiers, Durward L. Berry, Bessie Lee S. Berry, and Juel Wood Spiers, Jr. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor the designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee or to withdraw from the committee or restore to it any of its powers and duties.

PROCEDURE

The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove a set of plans and specifications within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, the related covenants shall be deemed to have been fully complied with.

TERM

The restrictions, covenants and conditions contained hereinabove are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of such restrictions, convenants, and conditions being first impressed upon said property and subdivisions, after which time said restrictions, covenants and conditions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the lot owners in said subdivision has been recorded agreeing to a change in said restrictions, covenants and conditions in whole or in part.

ENFORCEMENT

If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contained, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or in equity for the purpose of enjoining any such violation or attempted violation and damage therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any of said conditions, restrictions or covenants.

SEVERABILITY

If any one or more of the conditions, restrictions or covenants herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other conditions, covenants, and restrictions herein contained.

WITNESS the signatures of the developers, Durward L. Berry, Bessie Lee S.

Berry, Juel Wood Spiers, Jr. and Donna B. Spiers on this, the 10th day of October, A. D., 1974.

DEVELOPERS OF HICKORY RIDGE SUBDIVISION

Durward L. Berry
Bessie Lee S. Berry
Juel Wood Spiers, Jr.
Donna B. Spiers

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me the undersigned authority in and for the aforesaid jurisdiction the within named Durward L. Berry, Bessie Lee S. Berry, Juel Wood Spiers, Jr. and Donna B. Spiers, being all the developers of Hickory Ridge Subdivision, who acknowledged that they signed and delivered the above and foregoing as their act and deed and for the purposes therein named, on the day and date therein mentioned.

GIVEN under my hand and seal this, the 10th day of October,

A. D., 1974.

Bessie L. Williams
NOTARY PUBLIC

MY COMMISSION EXPIRES:

December 6, 1974

I hereby certify the foregoing instrument was filed for record in my office of the State of Mississippi Pearl River County day of April 1974 at 5 o'clock P and that the same is hereby recorded in Deed Record No. 252 on Page 98-9 of record of Pearl River Given under my hand and Seal of office this 10 day of October 1974

Paul Spivey
Notary Public

WJF