

680/251

The above described property is no part of the Grantor's homestead.
This conveyance is subject to the following "Protective Covenants":

PROTECTIVE COVENANTS OF MILL CREEK PLACE

1. Single family dwellings including mobile homes, barns, and storage buildings shall be allowed on this property. Mobile homes must have skirts and must be painted and clean. Skirting must be completed within 90 days from the date the mobile home is moved on to property. The failure to comply with this covenant shall result in the immediate removal of the mobile home from the property at the expense of the mobile home owner.
2. Commercial or industrial use of any part of this property is prohibited.
3. The building of any structures shall be completed within twelve (12) months from date construction commences.
4. No residential structure shall be covered with tar paper or sheeting board as the finished surfaced.
5. No residential structure shall be constructed or placed nearer than fifty feet from front boundary line or twenty-five feet from rear or side boundary lines. This restriction shall not apply to driveways or mailboxes.
6. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the requirements of Mississippi State Board of Health.
7. The dumping, storing, or accumulation of trash, debris, junk or junk cars on this property is prohibited. Junkyard is defined as two (2) or more inoperative vehicles.
8. No swine or goats shall be permitted on this property.
9. No noxious, immoral, illegal or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision in which said lot is located.
10. This property may not be divided into tracts of less than one and one half (1 1/2) acres. Only one living unit per tract shall be allowed.
11. Each lot shall be kept in a clean and slightly condition. If grass exceeds 1 1/2 feet in height, developer or its assigns shall have the right to cut this grass at the expense of the lot owner for \$55.00 per acre.
12. Developer reserves unto itself, its successors and assigns an easement or right of way over a 10 foot strip inside the side, rear and street boundary lines of all lots for the purpose of installation and maintenance of utilities. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of developer to supply such services.
13. These covenants shall run with and bind the land, and shall insure the benefit of and be enforceable by the owner of any part or parcel of hereinabove described land, their respective legal representatives, heirs, successors, and assign for a term of twenty (20) years from the date of this instrument and shall be automatically renewed for successive 10 year periods thereafter unless modified, amended or terminated by a 66 2/3% majority vote of the lot owners.
14. Invalidation of any one of these servitude or restrictions by judgement, decree, or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.
15. No trees shall be cut without prior written approval of developer.
16. No dog kennels are permitted on any part of this property.
17. No more than one male chicken, cock, rooster can be raised per parcel.
18. No right-of-ways, easements, or servitudes may be granted for any reason without the express "written permission" of the Developer, its successors and assigns.

PHASE II:

19. Only Mobile homes, ages new to five years old, are permitted on any part of this property.

WITNESS my signature on this, the 4 day of JUNE, 1997.