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2013

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

RESTRICTIVE COVENANTS  
MILLBROOK ESTATES, INC.  
UNIT TWO

The following restrictive covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots have been recorded in the conveyance office of the County of Pearl River agreeing to change any covenant in whole, or in part, or to rescind said covenants entirely:

1. All lots shall be used for single-family residential dwellings, with the exception of lots one (1) through seventeen (17) which are to be used for apartments and/or condominiums. Cutting of trees shall be limited to the extent necessary for clearing the foundation site for construction; any additional cutting of trees shall be done only upon written approval of Millbrook Estates, Inc.

2. All lots with rear yards adjoining the golf course shall be considered course lots. All other lots shall be considered off-course lots. No one-story single family dwelling shall be erected, placed or permitted on any course lot other than a one-story single family dwelling having a minimum ground floor area, exclusive of porches, patios, carports, garages and accessory building, of sixteen hundred (1,600) square feet. No two-story single family dwelling shall be erected, placed or permitted on any course lot other than a two-single-family dwelling having a minimum ground floor area, exclusive of porches, patios, carports, garages, and accessory building, of eight hundred (800) square feet, and, in no event, shall the total floor area of said dwelling be less than sixteen hundred (1,600) square feet, excluding porches, patios, carports, garages and accessory buildings.

No one-story single-family dwelling shall be erected, placed or permitted on any off-course lot other than a one-story single-family dwelling having a minimum ground floor area, exclusive of porches, patios, carports, garages and accessory building, of fifteen hundred (1,500) square feet. No two-story single-family dwelling shall be erected, placed or permitted on any off-course lot other than a two-story single-family dwelling having a minimum ground floor area, exclusive of porches, patios, carports, garages and accessory building, of seven hundred and fifty (750) square feet and, in no event, shall the total

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- floor area of said dwelling be less than fifteen hundred (1,500) square feet, excluding porches, patios, carports, garages and accessory buildings.
3. Fences shall not be erected or placed between the front building line and the front property line; hedges and shrubbery may be placed or grown in this area but same shall not exceed two (2) feet in height.
  4. No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line, with the combined width of both side yards being not less than fifteen (15) feet. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a dwelling provided, however, that this shall not be construed to permit any portion of a building on a lot encroach upon another lot.

5. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence shall be erected, placed, or altered on any lot unless similarly approved. Approval shall be as provided herein.

There is hereby created the "Architectural Control Committee", which Committee shall be composed of three (3) natural persons of the full age of majority. The first members of said Committee are the following:

- (1) Erwin J. Smith, P. O. Box 487, Picayune, Miss.
- (2) Roger Breedlove, P. O. Box 14, Picayune, Miss.
- (3) L. Jack Stewart, P. O. Box 608, Picayune, Miss.

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. At any time, the then record owners of a majority of the lots shall have the power, through a written instrument duly recorded in the Conveyance Office of Pearl River County, Mississippi, to change the membership of the Committee or to withdraw from the committee or restore to it any of its powers and duties. The Committee's approval or disapproval, as required in this covenant, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval of the Committee will not be required.

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6. No trailer, tent, shack, barn, or other building of a temporary character shall be placed, erected or permitted to remain on any lot; nor can they be used as a residence, temporary or permanent. However, the developer may use any lot for a temporary office until thirty (30) days after the last lot is sold.
7. No truck, trailer, automobiles bearing advertisements, or other commercial vehicles shall be stored or parked on streets except when making deliveries; passenger vehicles and automobiles owned by a resident shall be stored or parked on the lot and not on the street.
8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sale.
9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot with the exception of dogs, cats or other household pets which may be kept provided they are not kept for breeding purposes or maintained for any other commercial purpose and that they are kept within the owner's property or leashed.
10. No noxious, offensive or disturbing activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighbors.
11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be kept in sanitary containers. All incinerators or other equipment for storage or the disposal of trash, garbage or other wastes shall be kept in a clean and sanitary condition.
12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot, and all improvements in it, shall be maintained continually by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
13. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Mississippi State Health Department. Approval of such system, as installed, shall be obtained from such authority.
14. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Mississippi State Health Department. Approval of such system, as installed, shall be obtained from such authority.
15. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2)

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and eight (8) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. All constructions is to comply with the Southern Standard Building Code.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

18. Invalidation of any one of these covenants, by judgment or court order, shall in no wise affect any of these other provisions which shall remain in full force and effect.

MILLBROOK ESTATES, INC.

BY *Erwin J. Smith*  
ERWIN J. SMITH, PRESIDENT

BY *Betty J. Smith*  
BETTY J. SMITH, SECRETARY AND  
TREASURER

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority, in and for the aforesaid County and State, the within named, ERWIN J. SMITH AND BETTY J. SMITH, who acknowledge to me that they are PRESIDENT and SECRETARY-TREASURER of Millbrook Estates, Inc., and that, as such officers, they did sign, execute and deliver the above and foregoing instrument of writing on the day and in the year as therein stated, after being duly authorized so to do.

*John* GIVEN under my hand and official seal on this the  
day of June, A. D., 1977.

*Walter B. R. [Signature]*  
NOTARY PUBLIC

My commission expires:

4-7-79

State of Mississippi  
Notary Public  
My commission expires on 4-7-79  
I hereby certify the foregoing instrument was filed for record in my  
office on this 1977  
at and that  
I am a Notary Public in and for the State of Mississippi  
My office is located at  
[Signature]  
[Signature]  
[Signature]