

## Magnolia Ridge Covenants

1. Lots shall be used for residential purposes only.
2. All residences constructed on any parcel of the above described property shall be fully finished dwellings of generally accepted building material and constructed according to conventional methods of construction, and completed within six (6) months from the construction is commenced.
3. All residences must have a minimum of 1600 square feet of heated and cooled floor area, exclusive of basements, porches, and garages.
4. No mobile homes shall be located on the above-described property at any time.
5. No travel trailer, basement, tent, shack, garage, barn, or any other separate out building shall be used as a residence. Any separate structure such as equipment sheds, animal shelters, barns, green houses, outbuildings, or storage buildings must be placed to the rear of the dwelling. Any boats or RV's must also be placed to the rear of the dwelling.
6. Commercial or industrial use of any part of this property is prohibited.
7. No structure shall be constructed or placed nearer than seventy-five feet from the front boundary line or twenty-five feet from the side and rear boundary lines. This restriction shall not apply to driveways or mailboxes.
8. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health Regulations.
9. The dumping, storing or accumulation of trash, debris, junk, or junk cars on the property is prohibited. Junkyard is defined as two (2) or more inoperative vehicles.
10. No chicken, swine, goats, cattle, or horses shall be permitted on this property. A reasonable number of pets may be kept on each parcel, provided they are not allowed to become a nuisance or hazard to other property owners.
11. No noxious, immoral, illegal, or offensive activity shall be carried on upon any lot nor shall anything be done hereon which may be or become an annoyance or nuisance to the public.
12. No parcel may be divided. Only one living unit shall be allowed on each tract.
13. Each lot shall be kept in a clean and sightly condition.
14. Developer, or its assigns, shall have the right, but not the obligation, to clean up debris, trash, junk, cut grass or take any other actions as it deems necessary to enforce these covenants. If developer, or its assigns, is required to take such action and incurs expenses thereof, developer, or its assigns, is required to take such action and incurs expenses thereof, developer shall be entitled to impress a lien on the owner's land in the office of the Chancery Clerk and file suit in the appropriate court, to recover all damages incurred.
15. Fires must be enclosed, contained, and carefully supervised.

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16. These covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any part or parcel of the herein above described land, their respective legal representatives, heirs, successors, and assigns for the term of twenty (20) years from the date of this instrument and shall be automatically renewed for successive ten (10) year periods thereafter unless modified, amended, or terminated by 66 2/3 percent majority vote of the lot owners.
17. Each lot owner shall plant at least one Magnolia tree of at least three feet in height within six months of completion of home construction.
18. No fences above four feet in height shall be placed anywhere in front of dwelling.
19. No satellite dishes are to be placed in the front of any dwelling.
20. Developer reserved 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 practical installation such 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.
21. All lot owners to pay \$60 annually for maintenance of entrance. Dues to be collected January 1 each year. Lot owners to pay in advance for the months remaining in the year as they close at act of sale. After eights lots have sold these dues can be adjusted if a vote is taken and simple majority of the lot owners agree to the change. Developer to pay the difference in the cost of maintenance of the entrance.
22. The above-described property is subject to any and all prior reservations and/or conveyance of the oil, gas and other minerals in, on, and under the above-described property, if any.
23. Taxes for the year 1995 are to be prorated by and between Grantor and Grantees herein.

WITNESS MY SIGNATURE ON this the \_\_\_ day of \_\_\_\_\_, A. D., 199\_\_.

//s//  
CHARLES SCOTT HAGSTROM

Signed Copy on File with Association President

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