

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER
2006 JUN -5 PM 3:38

DECLARATION OF PROTECTIVE COVENANTS FOR
SERENITY SUBDIVISION

THIS DECLARATION made, executed and declared upon the date hereinafter set forth by Capitol Investment, LLC, a Mississippi Limited Liability Company, the owner of the following described real property being identified and designated as Serenity Subdivision, as per office map or plat on file 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 in 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 * first 6 by Pearl River County.

1. No building permit shall be issued before the sewage and water system are approved by the appropriate governing authority. Whenever a subdivision is served by a community water system, no private water supply may be drilled or otherwise constructed on any lot for the purpose of supplying potable water to any building or structure, except for the purpose of irrigation, and in no event shall there be a physical connection between any such private water supply source and any element of the community water system.
2. Construction of any nature is prohibited in County drainage easement or streets right-of-way.
3. 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.
4. The minimum finished floor elevation required is areas subject to periodic inundation (Flood Zone A) shall be indicated.
5. No lot will be further subdivided without approval of the Board of Supervisors and Chancery Court for Pearl River County, Mississippi. Notwithstanding the foregoing, the minimum size for any lot on which a dwelling may be constructed shall be (1) acre.
6. Driveways on corner lots shall not be located any closer than sixty (60') feet from a corner of said property closest to the intersection as measured from the corner of the property where said two street rights-of-way intersect."
7. The property owner shall install a driveway culvert at each lot. Driveway crossing street side ditches shall be constructed to a twenty-four(24') feet maximum width

With the correct sized drainage pipe project of the ditch invert and the length must be such that the ends of the pipe project at least four (4') feet beyond the length of the driveway pavement. The diameter for each lot and is provided in Exhibit "A"

8. Each dwelling shall display the E-911 address assigned to the front of the dwelling that faces the street. Numerals indicating the official house number shall be posted in a manner legible and distinguishable from the street with not less than three(3) inches in height.
If the structure is not visible from the street on which it is located, if no mailbox is beside the driveway leading to the dwelling, then a numbered sign shall be placed beside the beginning of the driveway adjacent to the street.
9. No mailbox or other mail receptacle, other than the mail receptacle designated by the Architectural Review Committee shall be placed on any Lot and such receptacle shall be placed only at the location selected by the Architectural Review Committee. Street addresses shall be placed on all mailboxes at all residences located within Serenity Subdivision sufficient in size and at a location as determined by the Architectural Review Committee so as to be readily seen from the nearest public street.
10. 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 the marketing and development purposes until all lots in this development are completed and sold.
11. No residence may be built or placed on less than one lot and only one residence may be built or place on one lot.
12. 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 Architectural Review Committee shall be held one (1) year from the date of the sale of the last lot or June 1, 2007, 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 have one (1) vote but there shall be only (1) vote per lot. This Committee may enforce these covenants and take action against anyone who is in violation of any covenant. This committee shall also have the authority to receive, consider, grant, or deny variances of and from these covenants. The Board of directors of Serenity Property Owners' Association, Inc. a Mississippi Corporation shall have review authority of said committee and the board's decision in all matters shall be conclusive. 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.
13. No building or improvements of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications, and plot plans 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 by Pearl River County.
14. 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.
15. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to International Building Code for one and two family dwelling 2003 edition or latest version and must be completed within six (6) months from the date construction is commenced.
16. Each dwelling shall be constructed with at least 1800 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches. The minimum pitch of the roofs on the main body of all dwellings shall be a 7 and 12 pitches.
17. 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.

18. 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.
19. 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.
20. 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.
21. It shall be the responsibility of each property owner to run the power and water from the street to house site at their expense. All utilities must be run underground.
22. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.
23. 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.
24. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and slightly appearance within Serenity. 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 attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.
25. 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.
26. 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.
27. No vehicles shall continuously park on streets. No big commercial vehicles of any kind shall park in subdivision.
28. 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. Only 2 per household, 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.
29. The discharge of firearms within Serenity is expressly prohibited.
30. 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. Developer, its agents and its lender shall have the right to place larger signs at the entrance to Admiral Isles until all lots in this development are sold.

31. All contractors must keep all lots free from trash and debris and must maintain a

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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.

32. 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 (9) months from the date of occurrence.

33. Green space and wetland areas are protected. The Architectural Review Committee and the Property Owners Association shall over see these protected areas. These areas are designated and protected for the natural habitats for wildlife and plants and a buffer. No trees can be cut or taken out unless they have been damaged. None of these areas can be filled or cleared.

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 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 Serenity Property Owner's Association, Inc., a Mississippi non-profit corporation, shall hold title to the common area located within Serenity, and shall be responsible for the care, operation, and maintenance of all common property. The Property Owner's Association shall have 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 within Serenity the lot owner becomes a member of the Serenity Property Owners' Association.

- c) Annual Meeting: The first annual meeting of the Serenity Property Owners' Association shall be held at the entrance to the subdivision on June 1st 2007 at 5:00 pm. Future annual meeting date, time and locations shall be determined at that time. 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. One-Third present of all lot owners shall constitute a quorum. A simple majority of Fifty-one percent (51%) of those present shall be sufficient to pass on any matters of business before the association.

- 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 for 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 \$100.00 per year per lot through calendar year ending December 31, 2006 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 1st 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 Property Owners Association 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 not have to pay annual assessments or fees on any unsold lots.

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 covenants by judgment or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.

WITNESS the signature of Capitol Investment, LLC, a Mississippi Limited Liability Company upon this the 24th day of April A.D. 2006.

Capitol Investment, LLC a Mississippi
Limited Liability Company

By: Ja

Attest:



Prepared By Capital Investments LLC and returned to:

Capital Investments, LLC
P.O. Box 538
Klin, MS 39556

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 24th day of April, 2006, within my jurisdiction, the within named, KENNY ALLISON, who acknowledged that he is a managing member of Capitol Investment, LLC, a Mississippi Company 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 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 24th day of April A.D, 2006.


NOTARY PUBLIC

My Commission Expires:
9-16-09

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Serenity Subdivision
Exhibit "A"

Driveway Culvert Size Chart

<u>Lot #</u>	<u>Culvert Size</u>	<u>Lot #</u>	<u>Culvert Size</u>
1	15"	36	15"
2	15"	37	15"
3	15"	38	15"
4	15"	39	18"
5	15"	40	18"
6	18"	41	18"
7	18"	42	18"
8	18"	43	15"
9	18"	44	15"
10	18"	45	15"
11	18"	46	15"
12	18"	47	15"
13	15"	48	15"
14	15"	49	15"
15	15"	50	15"
16	15"	51	15"
17	15"	52	15"
18	15"	53	18"
19	15"	54	18"
20	15"	55	18"
21	18"	56	15"
22	18"	57	15"
23	18"	58	15"
24	18"	59	15"
25	18"	60	15"
26	15"	61	15"
27	15"		
28	15"		
29	15"		
30	15"		
31	15"		
32	15"		
33	15"		
34	15"		
35	15"		