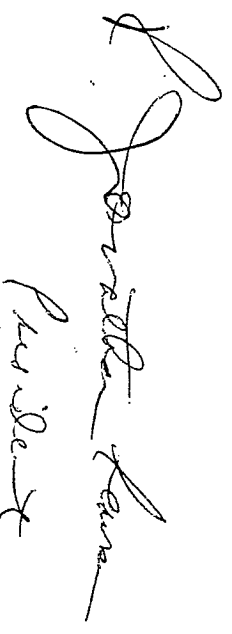


COVENANTS FOR COUNTRYSIDE FARMS

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1. The above described land and all parcels in COUNTRYSIDE FARMS are intended to be for single family residence purposes, and no more than one residence shall be built on a parcel.
2. The above described property shall not be subdivided by Purchasers, their heirs, successors and assigns.
3. All residences constructed on any parcel of the above described property shall be fully finished dwellings of generally accepted building materials and constructed according to conventional methods of construction using conventional materials, and completed within six (6) months of the commencement of construction.
4. No timber may be cut without written permission of Perfect Properties Inc., or either assigns, until Deed of Trust securing purchase price is paid and is totally satisfied. Any and all oak trees located on the above described property shall not be cut or removed from said premises and that these oaks may be altered or trimmed only so as to maintain the health and esthetic value of said trees.
5. The above described property is intended for residential use only and no parcel shall be used in whole or in part for any commercial or industrial purposes. No noxious or offensive activity shall be carried on upon any parcel which may be or become an annoyance or nuisance to the neighborhood, nor shall any other parcel be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner or occupant or occupants of any other parcel. All parts of all parcels shall be maintained in a sanitary and neat condition free from rubbish, junk, wrecked or disabled vehicles, trash, debris, used or unusable tools and equipment or other unsightly or unsanitary material.
6. No used building of any kind may be moved onto any parcel in COUNTRYSIDE FARMS. No residential built-in-place structure shall be permitted upon any parcel, the heated floor area of which, exclusive of basements, porches, and garages, is less than 1,400 square feet. No building shall be located closer than fifty (50) feet from the edge line of any road nor nearer than twenty-five (25) feet to any side or rear parcel line. All buildings or structures must conform to all requirements of all applicable zoning, housing, plumbing, electrical and health laws, rules and regulations must be in conformity with any other applicable requirements of all State, County or local authorities. No mobile homes shall be located on the above described land at any time.
7. No travel trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence. If placed upon any parcel of the above described property, any of the above must be placed to the rear of the house and may not be placed at all without a house present. Any separate structures, such as equipment sheds, animal shelters, greenhouses, outbuildings, or storage buildings must be placed to the rear of the dwellings.
8. Any culverts required for purchaser to attain access to his parcel must be installed at purchaser's expense and sized as required by the Pearl River County engineer.
9. There is no obligation on Perfect Properties Inc. for maintenance of any roads situated on the above property. It is hereby further agreed that the said Perfect Properties Inc. shall not be responsible for the maintenance of any utilities, water system or installation or maintenance of any sewerage disposal system to the above described property.
10. Farm animals or fowl, such as goats, hogs, chickens, cattle, etc. may not be kept for any purpose on any parcel with the exception of horses (only one per acre of land) and ducks or swans (no more than two) may be allowed on acreage with ponds as long as these animals do not disturb the quiet enjoyment of the property or create a nuisance.
11. These covenants shall be binding on and cannot be removed from the described land for a period of ten (10) years from the date hereof after which time they will continue in full force and effect until revoked by unanimous agreement of the then owners of the property.
12. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any of these covenants. The party bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, and in the event that he is the prevailing party, such sums as the court may adjudge to be reasonable for the services of his attorneys.
13. There is hereby reserved unto Perfect Properties Inc., or its assigns, the easement or right-of-way described as follows, to-wit:
14. Invalidation of any on of these covenants by judgement or court order in no way shall affect any of the other provisions, which shall remain in full force and effect, nor shall failure to enforce any of the restrictions or limitations contained herein be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof.
15. No dog kennels are permitted on any part of this property.
16. 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.
17. House plans and all other structure plans must be approved by the architectural committee.



Pearl River County

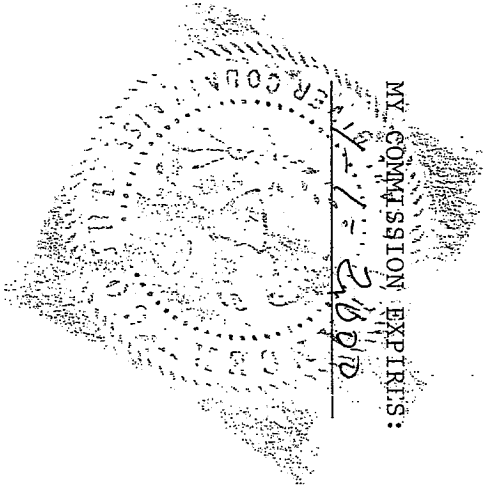
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STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in
and for the said county and state, on this 8TH day of
JULY, 1997, within my jurisdiction, the within named
R JON PEARSON, STATES, that he is President
 of Perfect Properties Inc., a Mississippi corporation, and
that for and on behalf of the said corporation, and as its act
and deed he executed the above and foregoing instrument, after
first having been duly authorized by said corporation so to do.


NOTARY PUBLIC
Chancery Clerk



PEARL RIVER COUNTY,
STATE OF MISSISSIPPI. I hereby certify the foregoing instrument was filed for record in
my office on the 8th day of July 1997 at 4 o'clock PM and that the
same is now duly recorded in Book 1034 and Page 408 of Record
of State Deeds in my office.
(Given under my hand and Seal of office this 8th day of July, 1997


Chancery Clerk