
N
NORTH HILL

Pearl River County's Premier Subdivision

Covenants

For

The Ridge

(Gated Area)

In

PHASE 4

STATE OF MISSISSIPPI BOOK 912 PAGE 326
COUNTY OF PEARL RIVER

STATE OF MISSISSIPPI
PEARL RIVER CO.
CERTIFY THE INSTRUMENT
WAS FILED & RECORDED

2006 AUG 18 PM 3:35

FILED IN OFFICE OF CHANCERY CLERK
PEARL RIVER COUNTY, MISSISSIPPI



DECLARATION OF PROTECTIVE COVENANTS FOR
"THE RIDGE" AT NORTH HILL SUBDIVISION, PHASE IV

THIS DECLARATION made, executed, and declared upon the date hereinafter set forth by Legacy Ventures, L.L.C., the owner of "The Ridge" at North Hill Subdivision, (Lots Five (5) through Fifteen (15)), Phase IV, as per official 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 of 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, thereby 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:

The following restrictions in Items #1 through #6 are the minimum requirements as set forth by Pearl River County for subdivisions and this portion will only be enforceable by Pearl River County. Further, the following restrictions shall be subject to that certain Declaration of Gate Maintenance Agreement for "The Ridge" and that certain Roadway Easement Maintenance Agreement as recorded in the Chancery Clerk's Office of Pearl River County.

1. No building permit shall be issued before the sewage and water systems are approved by the appropriate governing authority. Whenever a subdivision is served by a community, central water supply 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 source and any element of the community, central water supply system.
2. Construction of any nature is prohibited in county drainage easement or streets Right-of-Way.
3. Lots may not be used for the storage and/or dumping of trash, rubbish or junk. The accumulation of trash, rubbish and/or junk on any lot, for any reason whatsoever, is expressly prohibited. Trash, rubbish and/or junk are herein defined as and including 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 in areas subject to periodic inundation, flood zones A, shall be indicated.
5. No lot may be further subdivided without approval of the Board of Supervisors and Chancery Court for Pearl River County, Mississippi.
6. Driveways on corner lots shall not be located any closer than (60') sixty feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two streets Right-of-Ways intersect.
7. The property owner shall install a driveway culvert on each lot. Driveways crossing street side ditches shall be constructed to a Twenty Four Foot (24') foot maximum width with the correct sized drainage pipe laid to the profile of the ditch. The length of same shall be such that the ends of the pipe project at least four feet (4') beyond the length of the driveway pavement. The diameter of the required driveway crossing drainage pipe has been determined for each lot and is provided in Exhibit "A".
8. All lots shall be used for single family residential purposes. Provided, however: 1. Developer and his agents shall have the right to use a lot or lots as a temporary sales office(s) for marketing and development purposes until all phases of this development are completed and sold; and 2. Contractor(s), by written approval of the Developer, shall have the right to use a lot or lots as a temporary sales office(s) for marketing and development purposes until all phases of this development are completed and sold.
9. No lot shall be divided into smaller parcels except to provide a larger building site. The minimum size for any lot on which a dwelling may be constructed shall be one (1) acre, excepting only those lots shown on the hereinabove referenced Plat filed by the Developer, Legacy Ventures, L.L.C., which are less than one acre, which said lots shall not be further subdivided.
10. No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
11. The Architectural Review Committee for "The Ridge" at North Hill Subdivision, Phase IV, shall be the Architectural Review Committee heretofore established for North hill Subdivision, Phases I, II, III, IV and "The Ridge". Notwithstanding any other authority granted to the Architectural Review Committee, said committee shall have the authority to receive, consider, grant or deny variances of or from these covenants. The Board of Directors of the North Hill Property Owners Association, Inc., a Mississippi non-profit corporation, shall have review authority of said committee and the boards's decision in all matters shall be conclusive.
12. No building or improvement of any type shall be erected, placed or

altered on any building lot in this development until the building plans, specifications, and plot plat showing the location of such building or improvement have been approved by the Architectural Review Committee and a building permit has been issued if required by law.

13. 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, rook for any component of any house or other improvement, whether caused by defective material or defective workmanship.
14. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to conventional methods of construction, using conventional materials, and must be completed within six (6) months from the date construction is commenced.
15. Each dwelling shall be constructed with at least 3,000 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches.
16. 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.
17. Any separate structure such as equipment sheds, animal shelters, out buildings, or storage buildings must be placed to the rear of the dwelling and must be built with the same or similar design, materials, and workmanship as the dwelling located on this lot. Such structures shall not be constructed or used until the dwelling on the lot is completed or under construction.
18. No mail box or other mail receptacle, other than the mail receptacle designated by the Architectural Review Committee shall be placed on and Lot and such receptacle shall be place only at the location selected by said Committee. E-911 street addresses shall be placed on all mail boxes at all residences located within North Hill Subdivision, Phase IV and said addresses shall be 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.
19. Each dwelling shall display the E-911 address assigned and affix it to that portion of the dwelling that faces the street. Numerals indicating the official house number shall be posted in a manner that is easily legible and distinguishable from the street and shall not be less than three inches (3") in height. If the dwelling is not visible from the street on which it is located and/or the mail box is not located adjacent to the driveway leading to the dwelling, then the Property Owner shall be required to place a numbered sign beside the beginning of the driveway adjacent to the street. Placement is subject to the approval of the Architectural Review Committee.

20. 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.
21. No structure shall be constructed or placed nearer than forth (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.
22. Septic tanks shall be allowed but it is understood by each lot owner that once the waste water/sewer system is brought on-line, that each lot owner must connect to the new system with each lot owner to bear the costs involved for connection to the new system. Developer and the Property Owner's Association shall be held harmless for any costs involved in same.
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 sightly appearance within North Hill. Developer, Property Owner's 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 the 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. Not 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 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. 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.
28. The discharge of firearms within North Hill is expressly prohibited.
29. 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,

- BOOK 912 PAGE 330
- 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 (3) feet square.

30. All contractors must keep all lots free from trash and debris and must maintain a 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.
31. Fences will only be allowed upon written approval by the Architectural Review Committee. Lot owners will be required to submit a plan/drawing to the Architectural Review Committee and said Owners will not be permitted to erect a fence without said plan. If a Lot Owner erects a fence without approval by same, that Lot Owner may be subject to a fine or levy on the property not less than Two Hundred Fifty Dollars (\$250.00) and/or may be required to dismantle said fence. Fines or levies that are assessed and not collected, including attorneys fees and reasonable collection costs, shall constitute a lien against individual lots until paid in full.
 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 nine (9) months from the date of occurrence.
33. 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.
34. Fees and Assessments: The annual assessment shall not exceed One Hundred Dollars (\$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 assessments 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 Architectural Review Committee 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 be responsible for paying annual assessments for any lots that remain unsold in Phase IV after December 31, 2009.

35. Property Owner's Association. The North Hill Property Owner's Association, Inc., a Mississippi corporation, shall be the Property Owner's Association for "The Ridge" at North Hill Subdivision, Phase IV.

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 covenant 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 the duly authorized officer of Legacy Ventures, L.L.C., on this the 18th day of July, 2006.

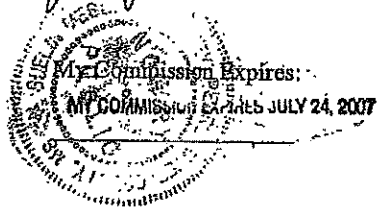
LEGACY VENTURES, L.L.C.,
a Louisiana Limited Liability Company

BY: Mark Summers
MARK SUMMERS, Manager

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

THIS DAY PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, MARK SUMMERS, who acknowledges that he is a Member of LEGACY VENTURES, L.L.C., and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 18th day of July, 2006.



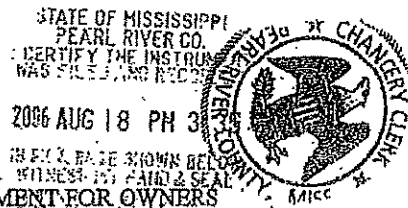
Scott M. Leary
NOTARY PUBLIC

Prepared By and Return To:
Legacy Ventures, L.L.C.,
549 Highway 11
Picayune, Mississippi 39466

EXHIBIT "A" BOOK 912 PAGE 332
"THE RIDGE" AT
NORTH HILL SUBDIVISION, PHASE IV
DRIVEWAY CULVERT SIZE CHART

<u>LOT NUMBER</u>	<u>CULVERT SIZE</u>
1	15"
2	18"
3	15"
4	15"
5	18"
6	15"
7	15"
8	15"
9	18"
10	18"
11	18"
12	18"
13	24"
14	18"
15	18"
16	15"
17	15"
18	18"
19	15"
20	15"
21	15"
22	15"
23	15"
24	15"
25	15"
26	15"
27	15"
28	15"
29	18"
30	18"
31	15"

STATE OF MISSISSIPPI BOOK 912 PAGE 333
COUNTY OF PEARL RIVER



DECLARATION OF GATE MAINTENANCE AGREEMENT FOR OWNERS
OF "THE RIDGE" AT NORTH HILL SUBDIVISION, PHASE IV,
(LOTS FIVE (5) THROUGH FIFTEEN (15)).

This DECLARATION made, executed and declared upon the date hereinafter set forth by LEGACY VENTURES, L.L.C., the owner of North Hill Subdivision, Phase IV, as per official map or plat on file in the office of the Chancery Clerk of Pearl River County, Mississippi:

DECLARATION:

Developer, Legacy Ventures, L.L.C., shall install a motorized gate with a key pad for restricted access to the aforesaid and named Lots above. Legacy Ventures, L.L.C., and the owners of Lots Five (5) through Fifteen (15), "The Ridge" at North Hill Subdivision, Phase IV, agree to the following terms and conditions:

1. Legacy Ventures, L.L.C., will pay for the labor and materials to install the motorized gate at the entrance to the said Lots.
2. Legacy Ventures, L.L.C., will pay for the maintenance and upkeep of the gate through December 31st, 2007, at which time Legacy Ventures, L.L.C., will deposit One Thousand Dollars (\$1,000.00) into an account for the use and benefit of the above described lot owners to be applied toward future maintenance and upkeep of said gate.
3. Beginning January 1st, 2008 and thereafter, the owners of Lots Five (5) through Fifteen (15) shall be responsible for the permanent upkeep and maintenance of the gate.
4. On January 1st of each year, the above described lot owners shall contribute one hundred dollars (\$100.00) assessments/dues toward the maintenance of the gate per year per lot through the calendar year ending December 31st, 2007 and thereafter shall be set by the Property Owners Association. The annual assessments or the pro-rata part thereof shall be paid in advance on January 1st of each calendar year thereafter. The dues for maintenance of the gate is in addition to the dues paid to the Property Owners Association as required by the Protective Covenants for the, "The Ridge" at North Hill Subdivision, Phase IV, and those Protective Covenants for Phases I through IV both on file and recorded in the Office of the Chancery Clerk of Pearl River County, Mississippi. If a lot owner fails or refuses to pay his or her dues by February 1st of any given year, the Property Owners Association shall have the right to impress a lien on the property of the defaulting owner and to take the necessary action to enforce same until the

amount of the lien including attorney fees and court costs have been paid in full.

- 5. It is understood that the purpose of the gate is to restrict access to the above described property. Any owner who fails to guard against unauthorized access to same shall be solely responsible and liable for any damage to the gate and/or property within "The Ridge". Developer and the Property Owners Association shall be held harmless for any damage or unauthorized access as described above.
- 6. This agreement applies to the Owners of Lots Five (5) through Fifteen (15), "The Ridge" at North Hill Subdivision, Phase IV and is in addition to and not in lieu of the Protective Covenants for this phase and any other phases previously recorded of the Chancery Clerk's Office of Pearl River County, Mississippi.

WITNESS the signature of the duly authorized officer of Legacy Ventures, L.L.C., on this the 8th day of JULY, 2006.

LEGACY VENTURES, L.L.C., a Louisiana Limited Liability Company

BY: Mark Summers

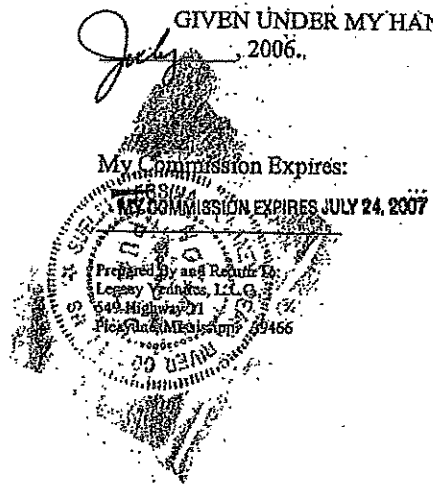
STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

THIS DAY PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, MARK SUMMERS, who acknowledges that he is a Member of LEGACY VENTURES, L.L.C., and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 8th day of July, 2006.

Scott M. Perry
NOTARY PUBLIC



EXHIBIT/ATTACHMENT A

BOOK 912 PAGE 335

DESCRIPTION
of
"THE RIDGE"
24.84 Acres
in
NORTH HILL SUBDIVISION
PHASE IV

Begin at a found iron pipe at a fence corner marking the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 5 South, Range 16 West, Pearl River County, Mississippi. Thence North 32 Degrees 04 Minutes 19 Seconds West, a distance of 294.34 feet to a set 1/2 inch rebar; Thence North 67 Degrees 37 Minutes 25 Seconds West, a distance of 626.27 feet to a set 1/2 inch rebar on the east right-of-way of an existing road; Thence crossing said road North 48 degrees 16 minutes 09 seconds West, a distance of 60.78 feet to a set 1/2 inch rebar on the west right-of-way of an existing road; Thence leaving said right-of-way North 48 degrees 14 minutes 51 seconds West, a distance of 240.33 feet to a set 1/2" rebar; Thence North 66 degrees 00 minutes 47 seconds East, a distance of 263.88 feet to a set 1/2 inch rebar; Thence North 57 degrees 12 minutes 46 seconds West, a distance of 358.58 feet to a set 1/2 inch rebar; thence North 65 degrees 39 minutes 48 seconds West, a distance of 157.81 feet to a set 1/2 inch rebar in a fence on the east right-of-way of Southern Railway; Thence along said fence and right-of-way South 34 degrees 47 minutes 17 seconds West, a distance of 459.40 feet to a set 1/2 inch rebar at a fence corner; Thence leaving said right-of-way South 56 degrees 51 minutes 41 seconds East along a fence, a distance of 2275.59 feet to a set 1/2 inch rebar at a fence corner; Thence North 00 degrees 11 minutes 56 seconds East along a fence, a distance of 568.16 feet to the POINT OF BEGINNING. This property contains 24.84 acres more or less and is located in the Northwest 1/4 of the Northeast 1/4, Northeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of said Section 25, Pearl River County, Mississippi.

EXHIBIT / ATTACHMENT "E"

BOOK 912 PAGE 336

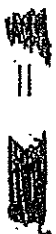
DESCRIPTION
of
Private Road
60' R/W
in
"THE RIDGE"
being a part of
NORTH HILL SUBDIVISION
PHASE IV

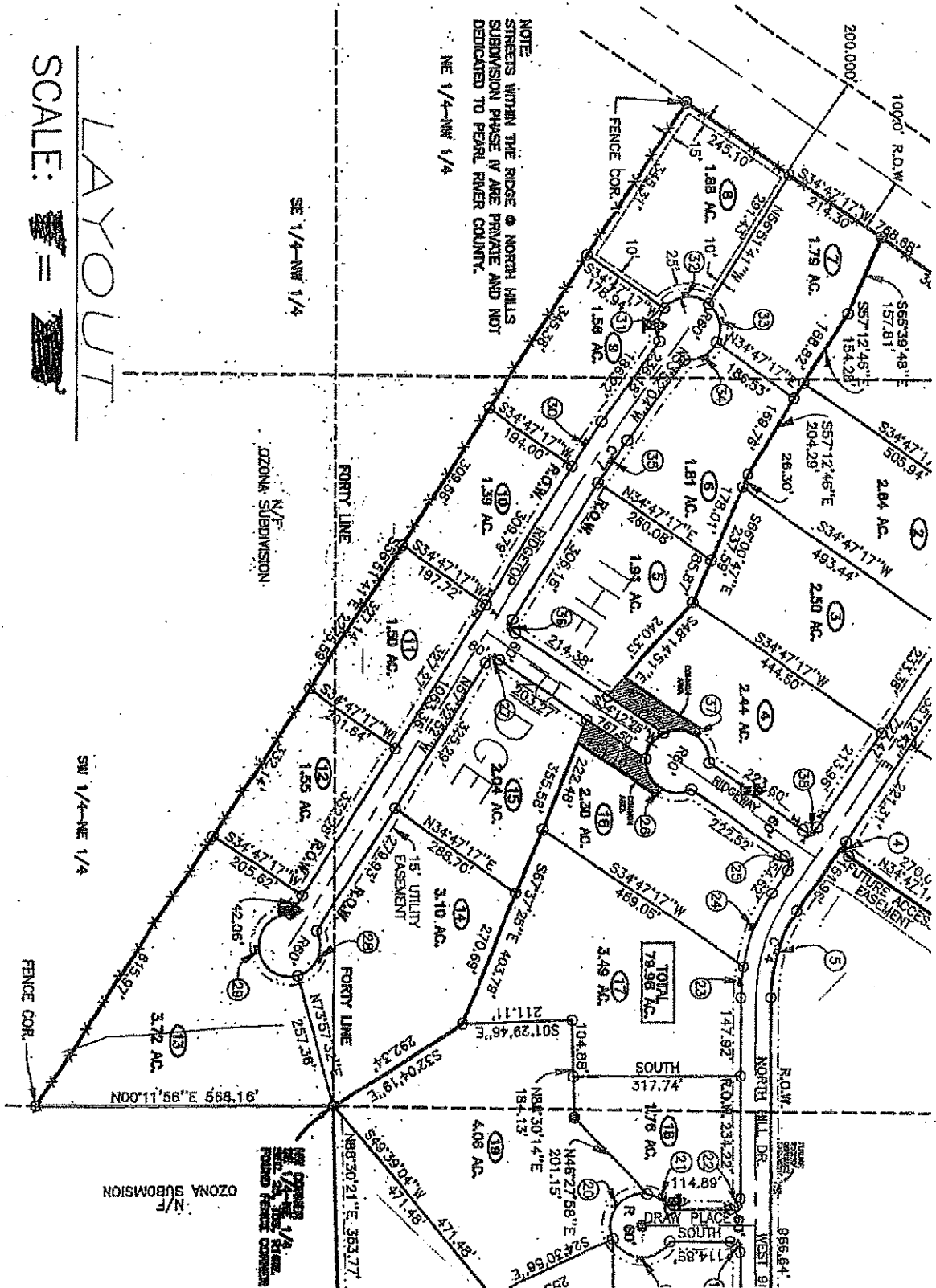
Begin at a found iron pipe at a fence corner marking the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 5 South, Range 16 West, Pearl River County, Mississippi. Thence South 73 degrees 57 minutes 32 seconds West, a distance of 257.36 feet to a set 1/2 inch rebar on the east right-of-way of a private road and cul-de-sac having a radius of 60.00 feet; Thence leaving said right-of-way South 70 degrees 21 minutes 25 seconds West, a distance of 60.00 feet to the center or radius point of a said road and cul-de-sac; Thence along said centerline of road North 57 degrees 32 minutes 52 seconds West, a distance of 711.10 feet to the intersection of a two private roads; thence leaving said intersection northeasterly along a centerline of a private road North 34 degrees 12 minutes 25 seconds East, a distance of 261.26 feet to the termination point of said private road and the beginning of a public road in North Hills Subdivision, Phase 4; thence returning to the intersection of two roads and continuing along the centerline of a private road North 57 degrees 32 minutes 52 seconds West, a distance of 352.26 feet to the beginning of a curve to the right; Thence continuing along said centerline around a curve to the right a chord bearing North 55 degrees 42 minutes 28 seconds West, a distance of 99.95 feet having a radius of 1556.40 feet; Thence continuing along said centerline North 53 degrees 52 minutes 04 seconds West, a distance of 238.18 feet to the center or radius point of a cul-de-sac having a radius of 60.00 feet. This centerline description of a private road having a right-of-way of 30.00 feet on both sides of described centerline and is located in the Southwest 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of said Section 24 and the Northeast 1/4 of the Northeast 1/4, Northwest 1/4 of the Northeast 1/4, Northeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of said Section 25, Pearl River County, Mississippi.

EXHIBIT/ATTACHMENT "C"

BOOK 912 PAGE 337

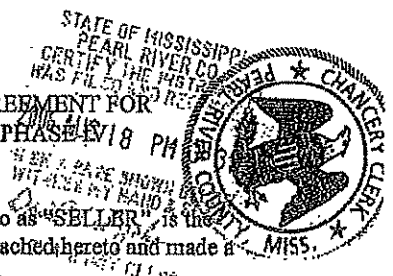
NOTE
STREETS WITHIN THE RIDGE & NORTH HILLS
SUBDIVISION PHASE IV ARE PRIVATE AND NOT
DEDICATED TO PEARL RIVER COUNTY.
NE 1/4-NW 1/4

LAYOUT
SCALE: 



NE CORNER 1/4
RIDGE & NORTH HILLS
SUBDIVISION
PEARL RIVER COUNTY

ROADWAY BASEMENT AND MAINTENANCE AGREEMENT FOR
"THE RIDGE", AT NORTH HILL SUBDIVISION, PHASE B



WHEREAS, LEGACY VENTURES, L.L.C., herein referred to as "SELLER" is the owner of that certain parcel of land described in Exhibit "A" being attached hereto and made a part hereof; and

WHEREAS, Seller desires to convey a parcel of land to prospective owners, hereinafter referred to as "BUYER"; a portion of the property described in Exhibit "A", the exact description of the roadway being described on Exhibit "B", attached hereto and made a part hereof; and

WHEREAS, the roadway shall be conveyed to as many Buyers as is necessary to sale all the property in Exhibit "A"; that a percentage interest in the land described in Exhibit "B" shall be conveyed to the prospective Buyers based on frontage of the property described in Exhibit "B"; that the exact portion of the property in Exhibit "A" is unknown at this time but the Seller desires to induce the Board of Supervisors of Pearl River County, Mississippi, in granting permits for development of the property in Exhibit "A" for construction and to increase the tax basis for the County of Pearl River; and

WHEREAS, Seller has obtained permission from the county for development of a private road; that Seller has also obtained a survey describing the joint roadway as described in Exhibit "B" and the initial division of the property, a copy of which is described and shown on the survey attached hereto as Exhibit "C"; and

WHEREAS, the Seller shall have future Buyers of the property in Exhibit "A" sign this maintenance agreement at the time of the purchase of property and that upon execution hereof, shall agree to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of mutual benefits and promises contained herein, the parties hereto agree as follows:

I.

The Seller acknowledges and represents that he shall install a roadway on the property described in Exhibit "B" to the standards and requirements of the County Subdivision Regulations with the exception of installation of water and sewer line; that the ownership of the roadway described in Exhibit "B" shall be transferred to the Buyer on a percentage basis and that the Buyer shall maintain the roadway at the Buyer's expense on said percentage basis; and

II.

That the County Subdivision Regulations require that each parcel of land shall meet certain requirements in size and that each parcel of land shall have access and abut a private roadway; that the property described herein in Exhibit "B" is sixty (60) feet wide on the private road known and identified as Ridgetop Drive and a portion of Ridgeway Drive as described in Exhibit "B"; that said sixty (60) feet is in excess of the frontage necessary to meet the County Subdivision requirements; that having said frontage meets the requirements of the County; that no property shall be granted a building permit until it is shown that the property divided is in excess of the minimum amount of square footage; and

III.

The Seller will pay for the maintenance and upkeep of the roadway through December 31st, 2007, at which time Seller will deposit One-Thousand Dollars (\$1,000.00) into an account for the use and benefit of the Buyers to be applied to the future maintenance and upkeep of said gate. Beginning January 1st, 2008, and thereafter, the Buyers shall be responsible for the permanent upkeep and maintenance of the roadway.

IV.

That each Buyer will contribute annual assessments/dues of One Hundred Dollars (\$100.00) into a joint account for the future maintenance and upkeep through calendar year ending December 31st, 2007 and thereafter said amount shall be set by the Property Owners Association. The annual assessments/dues 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. The dues for the roadway is in addition to the dues paid to the Property Owners Association as required by the Protective Covenants for, "The Ridge" at North Hill Subdivision, Phase IV and those Protective Covenants for Phases I through IV both on file and recorded in the Office of the Chancery Clerk of Pearl River County, Mississippi.

V.

That for and in consideration of the County's issuance of building permits without further access requirements, the parties having access on the property described in Exhibit "B" to the public roadway shall and do hereby release and hold harmless the County of Pearl River, the Board of Supervisors the City (if annexed) and any and all other parties from further requirements of maintenance of the roadway and private driveways on the property described in Exhibit "B"; and

VI.

That in the event that a single Buyer should damage the roadway on Exhibit "B" by the use of large trucks or otherwise, said Buyer shall bear the sole costs of repairs of the roadway; such repairs shall be done to bring the roadway back to County standards; and

VII.

That in the event that all of the Buyers desire to dedicate the roadway to the County for maintenance in the future, that the roadway, water, sewer (if applicable) and other code requirements at that time shall be installed by the Buyers at the Buyer's sole expense and at no expense to the County; that after approval of said roadway, the County may require a warranty period before the County accepts future maintenance and that the Buyers shall continue such maintenance until such warranty period is complete; and

VIII.

That the payment of the fees for such improvements and maintenance of the roadway by Buyers is such an important part of the continued maintenance of the roadway that all Buyers of a portion of the property in Exhibit "A" hereby agree that such fees as assessed shall be a lien on their individual property if such fee is not paid and that the remaining Buyers who have paid their fees may execute on the property of the unpaid Buyer's property for collection of the fee; that such assessment shall run with the land of each Buyer and shall have priority of lien from the time of acceptance of this agreement; that such execution on unpaid fees shall be collected in the same manner as condominium dues and assessments; and

IX.

In the event that the Buyer's of the property in Exhibit "B" should decide that preventive maintenance is necessary and if two thirds (2/3) of the Buyers desire to use a portion of the fees collected or set a special assessment, such decision shall be effective on all property described in Exhibit "A"; in the event that two thirds (2/3) of the Buyers of a portion of Exhibit "A" desire to change and after this agreement such change and alteration shall be effective on the whole property including Exhibits "A" and "B"; the Buyers agree that no change or alteration herein shall be binding or effective against the County unless the County joins in and accepts the proposed change, alteration and/or additions of the Buyers; and

X.

This agreement shall be binding on the parties hereto and their successors in title and this agreement will "run with the land" and shall be binding on the Buyers, their successors and assigns in title, at all times and because of the joint ownership of Exhibit "B" and the importance that said Exhibit "B" plays to the accessibility to the lots in Exhibit "A", this agreement shall not expire; and

That while the County Subdivision Regulations allow the parties to divide the property described in Exhibit "B" to provide ownership of a portion of Exhibit "A" to the private road, the Seller and Buyer agree that the County has accepted this agreement as requirement on the Buyers for future maintenance of the roadway for the future issuance of building permits to Seller and Buyers and the parties effected by this agreement and any present or future owner of a portion of Exhibit "A" and "B" agree to "hold harmless" the County, or City (if annexed), from any claim or liability arising out of the maintenance of the roadway to be constructed by Seller on Exhibit "B".

ENTERED INTO AND AGREED on this the 18th day of JULY, 2006.

LEGACY VENTURES, L.L.C.,
A Louisiana Limited Liability Company

BY: Mark Summers
MARK SUMMERS, Manager

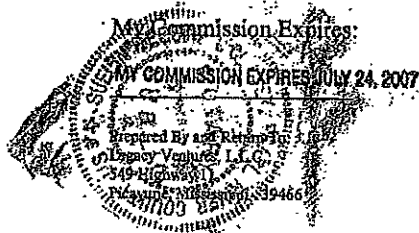
STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

THIS DAY PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, MARK SUMMERS, who acknowledges that he is a Member of LEGACY VENTURES, L.L.C., and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 18th day of July, 2006.

Lucinda M. Loney
NOTARY PUBLIC



EXHIBIT/ATTACHMENT "A"

BOOK 912 PAGE 342

DESCRIPTION
of
"THE RIDGE"
24.84 Acres
in
NORTH HILL SUBDIVISION
PHASE IV

Begin at a found iron pipe at a fence corner marking the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 5 South, Range 16 West, Pearl River County, Mississippi. Thence North 32 Degrees 04 Minutes 19 Seconds West, a distance of 294.34 feet to a set 1/2 inch rebar; Thence North 67 Degrees 37 Minutes 25 Seconds West, a distance of 828.27 feet to a set 1/2 inch rebar on the east right-of-way of a existing road; Thence crossing said road North 48 degrees 16 minutes 09 seconds West, a distance of 60.78 feet to a set 1/2 inch rebar on the west right-of-way of an existing road; Thence leaving said right-of-way North 48 degrees 14 minutes 51 seconds West, a distance of 240.33 feet to a set 1/2" rebar; Thence North 66 degrees 00 minutes 47 seconds East, a distance of 283.88 feet to a set 1/2 inch rebar; Thence North 57 degrees 12 minutes 46 seconds West, a distance of 358.58 feet to a set 1/2 inch rebar; thence North 65 degrees 39 minutes 48 seconds West, a distance of 157.81 feet to a set 1/2 inch rebar in a fence on the east right-of-way of Southern Railway; Thence along said fence and right-of-way South 34 degrees 47 minutes 17 seconds West, a distance of 459.40 feet to a set 1/2 inch rebar at a fence corner; Thence leaving said right-of-way South 56 degrees 51 minutes 41 seconds East along a fence, a distance of 2275.59 feet to a set 1/2 inch rebar at a fence corner; Thence North 00 degrees 11 minutes 56 seconds East along a fence, a distance of 568.16 feet to the POINT OF BEGINNING. This property contains 24.84 acres more or less and is located in the Northwest 1/4 of the Northeast 1/4, Northeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of said Section 25, Pearl River County, Mississippi.

EXHIBIT / ATTACHMENT "B"

BOOK 912 PAGE 343

DESCRIPTION
of
Private Road
60' R/W
in
"THE RIDGE"
being a part of
NORTH HILL SUBDIVISION
PHASE IV

Begin at a found iron pipe at a fence corner marking the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 5 South, Range 16 West, Pearl River County, Mississippi. Thence South 73 degrees 57 minutes 32 seconds West, a distance of 257.36 feet to a set 1/2 inch rebar on the east right-of-way of a private road and cul-de-sac having a radius of 60.00 feet; Thence leaving said right-of-way South 70 degrees 21 minutes 25 seconds West, a distance of 60.00 feet to the center or radius point of a said road and cul-de-sac; Thence along said centerline of road North 57 degrees 32 minutes 52 seconds West, a distance of 711.10 feet to the intersection of a two private roads; thence leaving said intersection northeasterly along a centerline of a private road North 34 degrees 12 minutes 25 seconds East, a distance of 261.26 feet to the termination point of said private road and the beginning of a public road in North Hills Subdivision, Phase 4; thence returning to the intersection of two roads and continuing along the centerline of a private road North 57 degrees 32 minutes 52 seconds West, a distance of 352.26 feet to the beginning of a curve to the right; Thence continuing along said centerline around a curve to the right a chord bearing North 55 degrees 42 minutes 28 seconds West, a distance of 99.95 feet having a radius of 1556.40 feet; Thence continuing along said centerline North 53 degrees 52 minutes 04 seconds West, a distance of 238.18 feet to the center or radius point of a cul-de-sac having a radius of 60.00 feet. This centerline description of a private road having a right-of-way of 30.00 feet on both sides of described centerline and is located in the Southwest 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of said Section 24 and the Northeast 1/4 of the Northeast 1/4, Northwest 1/4 of the Northeast 1/4, Northeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of said Section 25, Pearl River County, Mississippi.

