

PROTECTIVE COVENANTS AND CONVEYANCE
OF EASEMENT FOR PRIVATE USE

RECITALS

Prior to this date Pearson Real Estate Services, Inc., a Mississippi corporation, deeded certain parcels of land to those individuals whose identities appear in the next succeeding paragraph, from a larger tract of land unofficially known as Mill Creek Place Phase IV Subdivision.

1.

The following persons are the current holders of title to the parcels conveyed by Pearson Real Estate Services, Inc., all as identified and indicated as follows:

- a) Gary L. Crabb, II And Roxie L. Crabbs, Lot 7, Deed Book 749, Page 483
- b) William S. Brandon and Ruth Allison, Lot 6, Deed Book 749.
- c) Marvin J. McLain and Audrey J. McLain, Lot 3, Deed Book 746, Page 315
- d) Abraham A. McFarland, Lot 4, Deed Book 761, Page 15

2.

First National Bank of Picaune and Trustmark National Bank are holders of deeds of trust against one or more of the parcels described in the preceding paragraph.

3.

The deeding of property of Pearson Real Estate Services, Inc. to the various individual landowners and the acquisition of the deeds of trust by the lenders were done prior to the filing, recordation, or approval of Mill Creek Place Phase IV as properly platted and approved subdivision pursuant to the Subdivision Regulations of Pearl River County, Mississippi.

On June 7, 2001 the Board of Supervisors of Pearl River County instituted a certain legal proceeding to require compliance with the Subdivision Regulations by Pearson Real Estate Services, Inc. and all landowners and others with interest in the property unofficially described as Mill Creek Place, Phase IV Subdivision.

5.

Since filing of the above referenced civil action in the Chancery Court of Pearl River County, Mississippi, Pearson Real Estate Services, Inc., has performed all actions necessary to comply with the Subdivision Regulations except for the filing of the required protective covenants and agreement concerning the private roads in Mill Creek Place Phase IV, and this document, when properly executed by Pearson Real Estate Services, Inc., by all landowners, and all lenders or others holding an interest in Mill Creek Place Phase IV, shall constitute a conveyance by Pearson Real Estate Services, Inc. of a perpetual non-exclusive easement providing means of ingress and egress to all lots in Mill Creek Place Phase IV, and shall likewise constitute an agreement by all interested parties for the maintenance and upkeep of the private roads which provide access to each parcel, and further shall constitute the protective covenants affecting Mill Creek Place Phase IV Subdivision as required by the Subdivision Regulations of Pearl River County.

CONVEYANCE AND AGREEMENT

6.

The land constituting Mill Creek Place Phase IV Subdivision and which is subject to the agreements and covenants contained in this document, is described as follows:

(See Exhibit "A" attached hereto)

7.

Pearson Real Estate Services, Inc., a Mississippi corporation, hereby warrants and conveys and establishes, subject to the terms, restrictions, and conditions herein set forth, to itself and to its successors and assigns, including, without limitation, all other parties identified in this document, a perpetual and non exclusive private easement and right-of-way fifty feet in width for purposes of ingress and egress through, in, upon, under, over, and across the real property more particularly described as follows:

(See Exhibit "B" attached hereto)

8.

This private easement and right-of-way is a non-exclusive easement established for the purpose of providing a recorded means of ingress and egress from a public road (Ginger St.) to parts of the above described property. Pearson Real Estate Services, Inc. shall not have sole responsibility for maintenance of the roadway, which shall be maintained by all persons who own the above described property or parts thereof on an equitably apportioned basis. Any conveyance of lands which rely upon or utilize the easement for access shall refer to this easement and shall contain a clause acknowledging that the grantee accepts responsibility to participate on an equitable basis in any cost of maintenance of the private right-of-way. All costs of maintenance shall be an obligation of the owners of property in Mill Creek Place Phase IV, and if any owner should not pay his or her equitable share of the cost of maintenance, then other owners of property in the subdivision shall have a right of action to enforce the covenant, and shall have a lien upon the property of the defaulting landowner to recover sums for maintenance of the private right-of-way. The grantor and subsequent owners of parts of the subject property may elect to establish a property owners association to provide for maintenance by a simple majority vote, with one vote being allocated to each parcel which the grantor has conveyed or

may convey. However, notwithstanding anything contained in this document to the contrary, either Pearson Real Estate Services, Inc., or two-thirds majority vote of all landowners in Mill Creek Place Phase IV Subdivision, with one vote being allocated to each parcel of land in Mill Creek Place Phase IV Subdivision, may elect to dedicate the private easement or roadway without the requirement that all landowners join in or approve of such dedication (with full understanding that the private right-of-way be dedicated as a public right-of-way upon the construction, inspection to the road standards as set forth in Pearl River County Subdivision Regulations. The private right-of-way must be maintained to the minimum condition of allowing easy passage of emergency vehicles for ingress and egress purposes.

9.

It is further understood and agreed that owners of parts of the above described property which utilizes the easement for ingress and egress shall have the right to construct and maintain across the easement all utility lines, either public or private, as they may need or desire for the enjoyment of their property, such as electric power lines, telephone lines, television cable lines, water lines, sanitary sewer lines, storm drainage sewer lines, natural gas lines, or such utility lines, provided that they do not obstruct in any way or manner the free and open use of the easement by pedestrian or vehicular traffic.

10.

All covenants, restrictions, and agreements hereto set forth in conveyances from Pearson Real Estate Services, Inc. to the individual landowners who are signatory to this document, are hereby vacated and set aside. However, the following restrictions and covenants shall apply:

(See Exhibit "C" attached hereto)

This instrument, the easement herein established and the agreements concerning the maintenance and upkeep of all easements and roadways on the property, constitute covenants running with the above described land and are for benefit of the land or parts thereof and subsequent owners.

DESCRIPTION OF MILL CREEK PLACE PHASE IV

Begin at the NW Corner of the SW ¼ of the NE ¼ Section, 2, Township 6 South, Range 16 West, Pearl River County, Mississippi; thence NORTH 89 DEGREES 10 MINUTES 06 SECONDS EAST along the Forty Line, a distance of 331.55 feet to a point; thence NORTH 00 DEGREES 08 MINUTES 35 SECONDS EAST, a distance of 1960.52 feet to a point; thence SOUTH 89 DEGREES 56 MINUTES 56 SECONDS EAST, a distance of 948.96 feet to a point; thence SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST, a distance of 655.00 feet to a point; thence NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST, a distance of 10.00 feet to a point; thence SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST, a distance of 3.69 feet to a point; thence SOUTH 60 DEGREES 13 MINUTES 47 SECONDS EAST, a distance of 68.84 feet to a point on the Forty Line thence SOUTH 00 DEGREES 13 MINUTES 24 SECONDS WEST along the Forty Line, a distance of 1940.03 feet to a point; thence SOUTH 24 DEGREES 00 MINUTES 05 SECONDS EAST, a distance of 275.58 feet to a point; thence SOUTH 01 DEGREES 15 MINUTES 40 SECONDS EAST, a distance of 393.11 feet to a point; thence SOUTH 35 DEGREES 48 MINUTES 56 SECONDS EAST, a distance of 440.24 feet to a point; thence SOUTH 20 DEGREES 18 MINUTES 50 SECONDS WEST, a distance of 255.92 feet to a point; thence SOUTH 25 DEGREES 42 MINUTES 05 SECONDS WEST, a distance of 524.89 feet to a point; thence SOUTH 13 DEGREES 07 MINUTES 24 SECONDS WEST, a distance of 341.66 feet to a point; thence SOUTH 00 DEGREES 32 MINUTES 30 SECONDS EAST, a distance of 52.69 feet to a point; thence SOUTH 11 DEGREES 46 MINUTES 04 SECONDS WEST, a distance of 254.26 feet to a point; thence EAST, a distance of 177.85 feet to a point; thence SOUTH 25 DEGREES 11 MINUTES 43 SECONDS WEST, a distance of 1451.63 feet to a point on the South Boundary of Sections 2; thence NORTH 89 DEGREES 52 MINUTES 15 SECONDS WEST along the Section Line, a distance of 1007.96 feet to a point on the ½ Section Line; thence NORTH 00 DEGREES 14 MINUTES 59 SECONDS EAST along the ½ Section Line, a distance of 2644.11 feet to a point; thence NORTH 00 DEGREES 26 MINUTES 11 SECONDS EAST along the ½ Section Line, a distance of 177.70 feet to a point; thence NORTH 48 DEGREES 24 MINUTES 00 SECONDS WEST, a distance of 618.72 feet to a point; thence NORTH 24 DEGREES 25 MINUTES 31 SECONDS WEST, a distance of 15.28 feet to a point; thence around a curve to the left through a central angle of 53 DEGREES 00 MINUTES 44 SECONDS, an arc distance of 46.77 feet, a chord bearing of NORTH 37 DEGREES 17 MINUTES 06 SECONDS EAST, a distance of 45.09 feet to a point; thence SOUTH 48 DEGREES 24 MINUTES 00 SECONDS EAST, a distance of 591.67 feet to a point on the ½ Section Line; thence NORTH 00 DEGREES 26 MINUTES 11 SECONDS EAST along said ½ Section Line, a distance of 1081.00 feet to the Point of Beginning. The property contains 119.14 acres more or less and located in the SW ¼ of the SE ¼ of Section 35, Township 5 South, Range 16 West and the NW ¼ of the NE ¼, the SW ¼ of the NE ¼, the SE ¼ of the NW ¼, the NW ¼ of the SE ¼, and the SW ¼ of the SE ¼ of said Section 2, Township 6 South, Range 16 West. The property is subject to a power line easement as shown on plat.

EASEMENTS

DESCRIPTION OF SOUTH SHIMMERING LN (PRIVATE):

Commence at the NW Corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 6 South, Range 16 West, Pearl River County, Mississippi; Thence South 89 Degrees 34 Minutes 57 Seconds East, a distance of 25 feet to the true Point of Beginning; Thence North 00 Degrees 14 Minutes 59 Seconds East, a distance of 1321.04 feet to a point; Thence North 00 Degrees 26 Minutes 11 Seconds East, a distance of 188.99 feet to a point in the Centerline of Ginger Street for the Point of Terminus. This description extends 25 foot Right and 25 foot Left of hereon described Centerline. This easement is located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2.

DESCRIPTION OF NORTH SHIMMERING LN (PRIVATE):

Commence at the NW Corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 6 South, Range 16 West, Pearl River County, Mississippi; Thence South 89 Degrees 34 Minutes 57 Seconds East, a distance of 25 feet to a point; Thence North 00 Degrees 14 Minutes 59 Seconds East, a distance of 1321.04 feet to a point; Thence North 00 Degrees 26 Minutes 11 Seconds East a distance of 188.99 feet to a point in the Centerline of Ginger Street for the true Point Of Beginning; Thence North 00 Degrees 26 Minutes 11 Seconds East, a distance of 1111.61 feet to a point; Thence North 89 Degrees 10 Minutes 06 Seconds East, a distance of 331.67 feet to a point; Thence North 00 Degrees 08 Minutes 35 Seconds East, a distance of 1330.14 feet to the Point of Terminus. This description extends 25 foot Right and 25 foot Left of hereon described Centerline. This easement is located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2.