

Index in SW $\frac{1}{4}$, S $\frac{1}{2}$ of NW $\frac{1}{4}$, E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 36, Township 2 South,
Range 16 West, Pearl River County, MS

6/25/357

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

THE HIGHLANDS

THIS DECLARATION is made on this the 19th day of February, A. D., 1996, by MPH, L.L.C., a Mississippi Limited Liability Company organized and existing under the laws of the State of Mississippi, hereinafter referred to as MPH / L.L.C. MPH, L.L.C. does hereby declare that it is the owner of that certain real property located in Pearl River County, Mississippi, and hereinafter referred to as the "Property", and particularly described as follows, to-wit:

Beginning at the SW corner of Section 36, Township 2 South, Range 16 West, Pearl River County, Mississippi; thence North 00 degrees 23 minutes 46 seconds West 3,525.38 feet; thence South 82 degrees 52 minutes 06 seconds East 2,126.76 feet; thence South 56 degrees 45 minutes 00 seconds East 665 feet; thence South 22 degrees 00 minutes 14 seconds East 1,226.77 feet to the North right-of-way of U. S. Highway 11; thence Southwesterly on a curve with a radius of 5,884.65 feet, an arc length of 615.53 feet, to a concrete right-of-way marker; thence South 42 degrees 32 minutes 28 seconds East 28.0 feet; thence Southwesterly along a curve with a radius of 5,856.65 feet, an arc length of 1,565.55 feet, to a concrete right-of-way marker; thence North 89 degrees 16 minutes 17 seconds West 1,430.13 feet to the Point of Beginning. Said tract contains 191 acres, more or less.

MPH, L.L.C. desires to specify the Protective Covenants, Conditions and Restrictions which shall be applicable to the various land uses set forth in these covenants in order to insure the best use and the most appropriate development and improvements of the Property against any improper use of surrounding lots which will depreciate the value of the Property; to preserve, to the extent practicable, the natural beauty of the Property; to guard against the erection of poorly designed or proportioned structures on the Property and to guard against structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive homes and buildings with appropriate locations on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and property lines and to maintain adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvements

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in and on the Property in order to enhance the values of investments made by purchasers of the Property.

NOW, THEREFORE, MPH, L.L.C. does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the Property as a benefit and a burden to MPH, L.L.C., its successors and assigns and to any person, firm or other entity, acquiring or owning an interest in the Property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns:

1. No structures shall be erected, altered, placed, or permitted to remain on any lot sold by MPH, L.L.C. out of the above described land other than a detached single-family dwelling, composing one home or one domicile, which structure will not exceed three stories in height with a private garage for not less than two automobiles; a guest house, and/or other acceptable outbuilding incidental to residential use of the premises. In the event more than one lot is acquired (which lots are to be contiguous), on which Owner proposes to build one single-family dwelling, Owner must obtain approval of MPH, L.L.C. and effect appropriate revision of utility easements compatible with this Declaration of Covenants and Restrictions. No lot conveyed by MPH, L.L.C., which is a part of the above-described property, shall be subdivided by any person without written consent from MPH, L.L.C. or its designated representative. No single-family residence may be built which is identical in facade to any facade of any other single-family residence within these development phases. The term "lot" as used in this Declaration of Covenants and Restrictions shall be defined as any such parcel of real estate which MPH, L.L.C. may sell or convey to other parties which is a part of the above described real property. Such parcels of real property shall be assigned unofficial lot numbers and MPH, L.L.C. reserves the right to designate the legal description of all such parcels of land which it may sell or convey and it further reserves the right to designate the size, location and unofficial lot number of

any parcel of real property which it may convey out of the above-described real property.

2. No building or structure shall be erected, placed or altered on any premises in the development until the building plans, specifications and plot plan indicating the location of the building or structure shall have been approved in writing by MPH, L.L.C. or by its designated representative as to conformity and harmony of external design with existing structures, or proposed structures in the development and as to location of the building or structure with respect to topography and finished ground elevation. Two sets of the proposed plans and specifications for each building shall be submitted to MPH, L.L.C. or its designated representative for review and approval prior to any construction. These plans must be in sufficient detail to illustrate conformity with this Declaration and will include the sewage disposal layout. MPH, L.L.C. shall return one copy of the plans to the Owner evidencing its' approval or evidencing notations of changes or revisions required for approval. The second copy of the proposed plans and specifications will be retained by MPH, L.L.C. or its representative as evidence of the plan authorized for construction. In the event of failure of MPH, L.L.C. or its representative to approve or disapprove the design and location within thirty (30) days after the plans and specifications have been properly submitted, or in any event, if no suit to enjoin the erection of the building or structure or the making of the alterations has been commenced prior to completion, this approval will not be required, and full compliance with this Covenant will have been effected.

3. No building or structure shall be located on any lot nearer than forty (40) feet to the center of the street. No building or structure shall be located nearer than five (5) feet to any interior lot line. Any building detached from the main structure shall be constructed to conform in quality with the main structure. For the purpose of this setback restriction, eaves, steps and open porches shall not be considered as part of the building, but this shall not be

construed to permit any portion of the building on a lot to encroach upon another lot.

4. No noxious or offensive trade, loud offensive noises, such as the discharging of firearms, riding of all-terrain vehicles with loud mufflers, or other activities shall be carried on or effectuated upon any lot nor shall anything be done which may be or which may become an annoyance or nuisance to the neighborhood. Lighting shall be directed in a manner which will not affect adjoining properties. No inoperative automobile, machinery, or other equipment may be maintained, stored, or kept in or on any open portion of any property within this development, nor shall any inoperative automobiles, machinery or other equipment be maintained, stored, or kept on any street or right of way within this development. Owners of property within this development shall maintain the property in a manner which will effect a pleasant appearance of the grounds, grass, shrubbery and landscaping. If an Owner does not maintain his property, then upon written request by a minimum of two property owners within 600 feet of the unmaintained property and after reasonable and adequate notice to the Owner from MPH, L.L.C. or its designated representative regarding the lack of maintenance, MPH, L.L.C., or its representative may proceed with such maintenance as may be required or deemed appropriate at the cost of the Owner of such property. However, no Owner shall be required to clear or maintain any unimproved lot, unless such required maintenance is a specific provision or condition of the purchase of the property.

5. There will be no skiing or jet skis allowed on the lake. Boats with motors will be allowed, but they must be operated in such a manner as to not create any wave action against the shoreline.

6. No fences will be erected that would obstruct the view of the lake to neighboring parcels.

7. No commercial businesses shall be allowed, with the exception of in a common area reserved by MPH, L.L.C. or its assigns where a clubhouse,

restaurant, etc. can be built with the written consent of MPH, L.L.C. and/or its designated representative.

8. Only approved detached single-family dwellings as are specified in Paragraph 1 are to be used for human habitation. No mobile home, manufactured housing, trailer, tent, shack, garage, barn, or other out-building erected on a lot shall be used for temporary or permanent human habitation, nor shall any other structure of a temporary character be used for human habitation; provided, however, MPH, L.L.C., at its discretion, may approve construction and use of temporary structures of a non-residential character, provided that all provisions of Paragraph 2 above are fully complied with regarding the submission of plans, specifications, and plot plans for MPH, L.L.C.'s approval concerning any non-residential temporary structures.

9. No residence shall be permitted on any lot fronting on the lake situated on the above-described property unless the habitable floor area, excluding basements, porches, and garages, is at least 1800 square feet heated area with a two-car garage or a minimum of 2400 square feet under roof with no garage. No residence shall be permitted on any lot not fronting on the lake unless the habitable floor area, excluding basements, porches, and garages, is at least 1500 square feet heated area with a two-car garage or, if no garage, a minimum of 2100 square feet under roof with no garage. All garages or carports must have capacity for at least two automobiles, and if loaded from the front, the garage must be completely enclosed and equipped with doors. Carports or garages need not be enclosed when located at the rear of the dwelling. All garages must be finished inside. A two-story dwelling may be constructed with the same total square feet requirements provided that the first floor for lots adjoining the lake have a minimum of 1,000 square feet and 800 square feet for the first floor of a home located on lots not adjoining the lake.

10. An easement of five feet is reserved adjoining the existing street right-of-way and also an easement of five feet wide is reserved on all sides of each lot, for the purpose of storm water drainage, utility installation or

maintenance. These easements may be the subject to revision or waiver by MPH, L.L.C. in the event Owner purchases more than one lot for the construction of one single-family residence as is set out in Paragraph 1 above. Any easement revision or waiver shall be the subject of specific request by Owner in the submission of plans, specifications and plot plans and the consequent subject of review and approved right by MPH, L.L.C. as is set out in Paragraph 2 hereinbefore. Each residence will have a designated and visually screened area approved by MPH, L.L.C. or its representative for garbage cans, or other trash containers, and also for clothes lines. No lot shall be used or maintained as a dumping ground for garbage or rubbish, and all garbage cans, and/or garbage disposal, shall be maintained in a clean and sanitary condition.

11. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of any property within this development.

12. The line of sight at intersections will not be violated by any visual barrier of any nature which extends over thirty inches (30") high in an area bounded by a line connecting any point or points as may lie forty feet (40') in any given direction for a given intersection.

13. The keeping, storing, or maintaining of a mobile home, whether with or without wheels, on any lot covered by these Declarations is prohibited. A motorboat, houseboat, or other similar waterborne vehicle, travel trailer, motor home, or camper, or other piece of recreational equipment may be maintained, stored, or kept on any lot covered by these Declarations, only if parked completely behind the building or structure on the property or within a structure which has been approved by MPH, L.L.C. or its representative according to the provisions of Paragraph 2 above. Under no circumstances shall such items be maintained, stored or kept on any streets, or rights of ways within this development, nor shall any commercial vehicles, such as log trucks, tractor trucks, tractor trailers, livestock trucks, or transporting vehicles for livestock, or any other vehicle that would be an eyesore or create any noxious odors, or be a breeding ground for insects be parked, maintained, stored, or

kept on any of the above described property, or any streets, or rights of way in the development.

14. Only property owners and their guests will have the use of roads, lakes, common areas and water facilities within the Property. For fishing anywhere except on the sponsoring owner's property, the property owner will be required to accompany the guest.

15. Speed limits will be established by MPH, L.L.C. and/or its designated representative.

16. If any owner desires to construct a pond on any parcel, MPH, L.L.C. and/or the property owners association must first approve the site and construction must be approved by the soil and water conservation office.

17. No septic tank field drains will be installed closer than 100 feet from the water's edge. In the event that it is impractical or impossible to maintain the 100 feet, the purchaser will be required to install a septic system that will not pollute the lake.

18. Once plans are approved by MPH, L.L.C. or the property owners association, the owner will have a maximum of six (6) months to complete construction. This six-month period will begin when actual construction is begun.

19. Piers will not project more than ten (10) feet out into the lake. These piers will not be higher than 18 inches above the high water mark. Bulkheads will be allowed. No boat houses will be constructed. Pavilions will be allowed, but they must meet the decor of the development and the plans must be approved by MPH, L.L.C or the property owners association.

20. A property owners association (POA) will be formed and activated by MPH, L.L.C after the construction phase of the development is complete. This association will assume all control of the development except those rights specifically reserved by MPH, L.L.C. The property owners association shall be the designated representative and will have the authority to use all legal means to assure compliance with these covenants. All lot owners shall be required to

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become members of the property owners association after it is formed. All lot owners shall be required to observe the rules and regulations established by said property owners association. The property owners association (POA) will have the authority to levy and collect dues, fees and charges as the property owners association shall find necessary for the maintenance of the its facility and services, including but not limited to the maintenance of streets, parks, lakes and other services and benefits which said property owners association may provide for the benefit of the lot owners. By acceptance and retention of title to any Lot within the boundaries of the above described real property, each owner, his estate, his devisees, his heirs , and assigns shall have a lien for payment of such dues, fees and charges levied by the property owners association upon the subject Lot or Lots second only to liens for taxes and any duly recorded deed of trust or mortgage, to secure the payment of the aforementioned dues, fees, and charges, including court costs and reasonable attorney fees incurred in connection with the collection of the same. It being understood and agreed that nothing in this covenant shall prevent or prohibit the execution by any Lot owner of a Deed of Trust on said lot. Property of a Lot owner passing title into the hands of his mortgagee by foreclosure, deed in lieu of foreclosure, or otherwise shall be exempt from property owner association dues, charges and fees for such time as the property shall remain dormant and vacant in the hand of the mortgagee, if the said mortgagee shall rent, sell, transfer or otherwise make use of said property such that the lot is no longer dormant, then said lot shall at that time again become subject to the dues, charges and fees of the property owners association.

21. These Covenants, Conditions and Restrictions are to run with the Property and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof, at which time the Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots covered hereunder, agree to change and/or cancel the Covenants, Conditions and

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Restrictions in whole or in part. MPH, L.L.C. reserves the exclusive right to name the subdivision, streets and lakes within the subdivision. If any party or owner, their heirs, successors or assigns, shall violate or attempt to violate any of these terms, it shall be lawful for any other person, or persons, owning any real property situated in the development to prosecute any proceedings at law, or in equity against the person, or persons, violating or attempting to violate any provision hereof, to prevent him, or them, from so doing, or to recover damages or other dues from such violation.

22. Invalidation of any one of these Covenants, Conditions and Restrictions, or any part hereof, by judgments or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

23. These Declarations shall extend for a period of time as is covered under Paragraph 17 hereof, provided, however, within one (1) Year prior to the expiration of any ten-year term, not less than fifty-one percent (51%) of the then landowners may direct the termination of these Declarations by written declaration recorded in the office of the Chancery Clerk of Pearl River County, Mississippi; likewise, any provisions, or terms of these Declarations may be amended at any time by instrument signed by not less than fifty-one percent (51%) of the lot owners, the same to become effective when said instrument is recorded in the aforesaid Chancery Clerk's office.

24. Any violation of any federal, state, municipal or local statute, regulations, or ordinance pertaining to the ownership, occupation or use of any property within this Development is hereby declared to constitute and be a violation of these Declarations.

25. MPH, L.L.C. reserves the right to approve construction of any additional roads or streets.

IN WITNESS WHEREOF the Declaration of Protective Covenants,

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Conditions and Restrictions has been executed by MPH, L.L.C. on this, the 19th day of February, A. D., 1996.

MPH, L.L.C., a Mississippi Limited Liability Company

By L. Hudson Holliday
L. Hudson Holliday, Manager

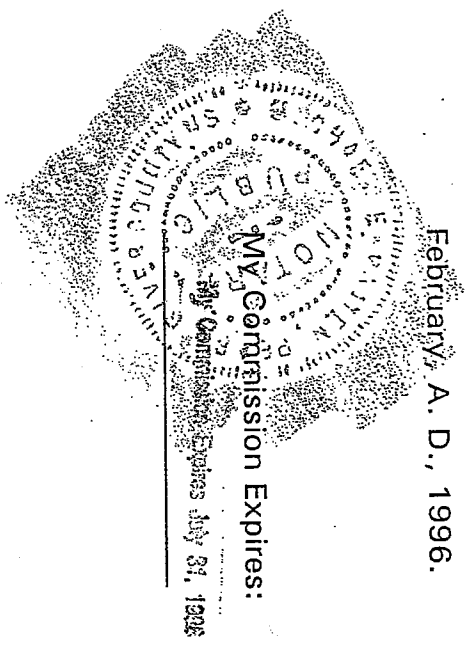
STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named L. HUDSON HOLLIDAY, Manager, of MPH, L.L.C, a Mississippi Limited Liability Company, who acknowledged that they, being first duly authorized so to do, did on the day and year mentioned therein sign, execute, deliver and duly affix the corporate seal on the within and foregoing instrument on behalf of and as the act and deed of MPH, L.L.C., a Mississippi Limited Liability Company.

GIVEN under my hand and seal of office on this, the 19th day of

February, A. D., 1996.

W. B. [Signature]
NOTARY PUBLIC



PEARL RIVER COUNTY, I hereby certify the foregoing instrument was filed for record in STATE OF MISSISSIPPI, on 19th day of February, 19 96 at 9:45 o'clock A.M. and that the same is now duly recorded in Deed Record No. 357366 on page 357366 of Record of Land Deeds in my office. Given under my hand and Seal of office this 20 day of February, 19 96

W. B. [Signature]
Chancery Clerk

