

STATE OF MISSISSIPPI }
COUNTY OF HANCOCK }

BOOK 8 169 PAGE 604

DECLARATION OF PROTECTIVE COVENANTS FOR
DEER PARK SUBDIVISION, PHASE III

THIS DECLARATION made, executed and declared upon the date hereinafter set forth by STUART COMPANY, a Mississippi Corporation, the owner of the following described real property being identified and designated as Deer Park Subdivision, Phase III, as per official map or plat on file in Plat Book 8, Page 31-41, in the office of the Chancery Clerk of Hancock 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, 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:

1. All lots shall be used for single family residential purposes. Provided, however, Developer and its agents and assigns shall have the right to use a lot as a temporary sales office for marketing and development purposes until the last phase of this development is completed and sold.
2. An Architectural Review Committee shall be formed and shall monitor the compliance of the Covenants, Conditions and Restrictions. However, the committee is not accountable or liable nor does it warrant the technical design or structural integrity of any foundation, wall, roof or any component of any house, mobile home or other improvement, whether caused by defective material or defective workmanship.
3. 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 selected by the lot owners of record. The first election of members to the Architectural Review Committee shall be held six (6) months from the date of the sale of the last lot of the final phase of this development.
4. This property may not be re-subdivided. Only one living

unit shall be allowed on each lot. No mobile home parks shall be allowed. The renting of more than one mobile home shall be considered to be a mobile home park and is expressly prohibited.

5. Single family dwellings including mobile homes and storage buildings shall be allowed on this property. Mobile homes must have skirting at the time they are moved onto the property. The mobile homes must be in good condition as determined by the Architectural Review Committee. All homes and skirting must be approved by the Architectural Review Committee prior to being moved onto the property. Photographs of used mobile homes must be submitted to the Architectural Review Committee for its approval at least 7 days prior to said home being moved onto the property. Skirting must be completed within 30 days from the date the mobile home is moved onto the property. Failure to comply with this covenant shall result in the assessment of a fee of \$150.00 per month until compliance, which said assessment shall constitute a lien against the lot or lots owned by the party who has violated this covenant.

6. No building or improvement of any type shall be erected, placed or altered on any lot in this development until the building plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Review Committee at least 7 days prior to said building or improvements being erected, placed or altered on any lot and a building permit has been issued if required by law.

7. All residences constructed on any parcel of the above described property shall be fully finished dwellings of generally accepted building material and constructed according to conventional methods of construction, using conventional materials, and completed within six (6) months from the date construction is commenced. No accessory building shall be constructed or used until the dwelling on the lot is completed. Mobile homes shall have a minimum of 650 square feet for single wide and 1,000 square feet for a double wide of heated and cooled area under roof, excluding carport, attached garages and unenclosed porches. All other dwellings shall be constructed with at least 1,000 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches.

8. No structures of a temporary character, (including but not limited to campers, recreational vehicles, basements, tents, shacks, garages, or other out buildings), shall be used on any lot, at any time as either a temporary or permanent residence. Any separate structure such as equipment sheds, animal shelters, green houses, or out buildings must be placed to the rear of the dwelling and may not be placed on the property until the primary dwelling has been installed.

9. 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.

10. No structure shall be constructed or placed nearer than thirty-five (35) feet from front boundary line or twenty-five (25) feet from the side and rear boundary lines. This restriction shall not apply to driveways, mailboxes or fences. All fences must be located to the rear of the dwelling.

11. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State

Board of Health regulations.

- 12. All culverts for driveways must be a minimum of 15" in diameter and approved by the appropriate Hancock County officials before installation.
- 13. No noxious, immoral, illegal or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.
- 14. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and slightly appearance within Deer Park Subdivision, Phase III. Developer and the Architectural Review Committee, each, reserves and shall have the right but not the obligation 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 Architectural Review Committee. Failure to comply with this covenant shall give the Architectural Review Committee the right to place a lien against the lot or lots owned by the party who has violated this covenant.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. No goats, swine or poultry shall be bred, kept or raised on any lot. 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.
- 19. Large animals (horses and cows) shall be permitted only on lots of 2 acres or more as follows:

2 acres	1 large animal
3 acres	1 large animal
4 acres	2 large animals
5 acres	2 large animals
6 acres	2 large animals
7 acres	3 large animals
8 acres	3 large animals
9 acres	3 large animals
10 acres	3 large animals

provided that these large animals shall not be 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. All animals, large or small, shall be kept to the rear of the dwelling.

20. The discharge of firearms within Deer Park Subdivision, Phase III is expressly prohibited.

21. No sign of any kind shall be displayed to the public view except one (1) professionally made real estate sign of not more than three (3) square feet advertising the property for sale. However, developer, it's agents and it's lending institutions, shall have the right to place their signs on the property until all phases of this development are sold out.

22. 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.

23. 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. This reservation of such utilities and for 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.

24. If any lot owner violates any covenants which requires the Architectural Review Committee to initiate any type of action to enforce these covenants, any assessments, legal expenses, court costs, judgments, damages or other expenses incurred shall constitute a lien against the lot or lots owned by the party who has violated these covenants.

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 Hancock County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions.

SEVERABILITY

Invalidation of any one of these covenants, servitude or restrictions by judgment, decree, or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

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WITNESS the signature of STUART COMPANY, a Mississippi Corporation upon this the 14th day of April, A.D., 1998.

STUART COMPANY, a Mississippi Corporation

BY: E. C. Stuart, Jr. President

ATTEST:

Deborah Jahour Stuart
DEBORAH JAHOUR STUART, Secretary

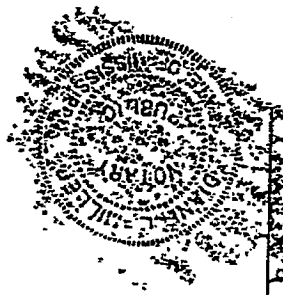
STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER }

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 14th day of April, 1998, within my jurisdiction, the within named, E. C. STUART, JR., who acknowledged that he is President of Stuart Company, a Mississippi, 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 and 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 14th day of April, A.D., 1998.

James L. Miller
NOTARY PUBLIC

My Commission Expires:
September 9, 2001



STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER }

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PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 14th day of April, 1998, within my jurisdiction, the within named, DEBORAH JABOUR STUART, who acknowledged that she is the Secretary of Stuart Company, a Mississippi, and that for and on behalf of the said corporation, and as its act and deed she signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day and 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 14th day of April, A.D., 1998.

David L. M. O'Neil
NOTARY PUBLIC



My Commission Expires:
August 9, 2001
Prepared By:
Stuart Company
Post Office Box 550
Piscayune, Ms 39466
601-799-1191

STATE OF MISSISSIPPI
COUNTY OF HANCOCK



TIMOTHY A. KELLAR, Clerk of the Chancery Court of said County, hereby certify that the within instrument was filed for recording in said Record Book No. B169, Page No. 604-609 day of April, 1998 at 12:48 clock P.M. Witnesses by hand and Seal of Office, this the 15 day of April, 1998.

TIMOTHY A. KELLAR, Chancery Clerk
By: *James T. Goodwin, D.C.*