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Index in the SE¼ of the NW¼ of Section 32, Township 2 South, Range 15 West, Pearl River County, MS

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

HEATHERLAND

THIS DECLARATION is made on this the 8th day of May, A. D., 1995, by L. HUDSON HOLLIDAY and CARL MYERS, hereinafter referred to as the Developers. The Developers do hereby declare that they are the owners 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:

Commence at the SW corner of the SE¼ of the NW¼ of Section 32, Township 2 South, Range 15 West, Pearl River County, Mississippi, and then run South 89 degrees 15 minutes East along the forty line 80 feet to the Point of Beginning; thence run North 730 feet; thence run South 89 degrees 15 minutes East 250 feet; thence run North 523 feet to the South right-of-way of Jacob Road; thence run South 89 degrees 15 minutes East along the South right-of-way of Jacob Road 542 feet to a car axle; thence run South 01 degree 00 minutes West 1,252 feet to a car axle; thence run North 89 degrees 15 minutes West 792 feet to the Point of Beginning. This property contains 19.78 acres, more or less and being situated in the SE¼ of the NW¼ of Section 32, Township 2 South, Range 15 West, Pearl River County, Mississippi.

LESS AND EXCEPT:

Commencing at the Southwest corner of the Southeast One Quarter of the Northwest One Quarter of Section 32, Township 2 South, Range 15 West, Pearl River County, Mississippi; thence run South 89 degrees 15 minutes East along the forty line 872.0 feet; thence run North 01 degrees East 952.4 feet for the Point of Beginning; thence run North 01 degrees East 300.0 feet to the South margin of Jacobs Road; thence run North 89 degrees 15 minutes West 271.0 feet to the centerline of a proposed 40 foot wide street; thence run South 01 degrees West 300.0 feet along said centerline; thence run South 89 degrees 15 minutes East 271.0 feet to the Point of Beginning, containing 1.86 acres, more or less, and being situated in the Southeast One Quarter of the Northwest One Quarter of Section 32, Township 2 South, Range 15 West, Pearl River County, Mississippi.

ALSO LESS AND EXCEPT:

Commencing at the Southwest corner of the Southeast One Quarter of the Northwest One Quarter of Section 32, Township 2 South, Range 15 West, Pearl River County, Mississippi; thence run South 89 degrees 15 minutes East along the forty line 872.0 feet; thence run North 01 degrees East 952.4 feet; thence run North 01 degrees East 300.0 feet to the South margin of Jacobs Road; thence run North 89 degrees 15 minutes West 271.0 feet to the centerline of a proposed 40 foot wide street and the point of beginning of the property described herein; thence run South

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01 degrees West 300.0 feet along said centerline; thence run North 89 degrees 15 minutes West 271 feet; thence run North 300 feet to the South margin of Jacobs Road; thence run South 89 degrees 15 minutes East 271.0 feet back to the point of beginning, containing 1.85 acres, more or less, and being situated in the Southeast One Quarter of the Northwest One Quarter of Section 32, Township 2 South, Range 15 West, Pearl River County, Mississippi.

The Developers desire 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 improvement 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 improvement in and on the Property in order to enhance the values of investments made by purchasers of the Property.

NOW, THEREFORE, the Developers do 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 the Developers, their 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 the Developers out of the above described land other than: (a) detached single-family dwelling, composing one home or one domicile,

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which structure will not exceed two and one-half (2-1/2) stories in height; (b) a private garage for not less than two automobiles; (c) guest house, or (d) 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 Developer and effect appropriate revision of utility easements compatible with this Declaration of Covenants and Restrictions. None of the above described lots shall be subdivided by any person into smaller tracts. No single-family residence may be built which is identical in facade to any facade to any other single-family residence within these development phases. The term "lot" as used in this Declaration of Covenants and Restrictions shall be defined any such parcel of real estate which the Developers 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 the Developers reserve the right to designate the legal description of all such parcels of land which they may sell or convey and they further reserve the right to designate the size, location and unofficial lot number of any parcel of real property which they 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 the Developers or by their 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 the Developers for review and approval prior to any construction. These plans must be in sufficient detail to illustrate conformity with this Declaration. The Developers shall return one copy of the plans to the Owner evidencing the Developers' approval or evidencing notations of changes or revisions required for approval. The second copy of the

proposed plans and specifications will be retained by the Developers or their representative as evidence of the plan authorized for construction. In the event of failure of the Developers or their 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 fifty (50) feet to the center of the street. No building or structure shall be located nearer the 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 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 Developers regarding the lack of maintenance, the Developers, or their 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 by any Owner to clear or maintain any unimproved lot, unless such required maintenance is a specific provision or condition of the purchase of the property.

5. Only approved detached single-family dwellings as are specified in Paragraph 1 are to be used for human habitation. No 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, the Developers, at their discretion, may approve construction and use of temporary structures of a nonresidential character, provided that all provisions of Paragraph 2 above are fully complied with regarding the submission of plans, specifications, and plot plans for Developers' approval concerning any nonresidential temporary structures.

6. No residence shall be permitted on any lot unless the habitable floor area, excluding basements, porches, and garages, is at least 1400 square feet for a one story dwelling, or at least 750 square feet on the first floor for a dwelling of more than one story, excluding basements, porches and garages. 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.

7. An easement of an additional five feet is reserved adjoining the existing street right-of-way and also on either side and rear of any given lot, as the easement adjoins the given lot or building site line, for the purpose of storm water drainage, utility installation or maintenance; however, these easements may be the subject of revision or waiver by the Developers 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 the Developers as is set out in Paragraph 2 hereinbefore. Each residence will have a designated and

visually screened area approved by the Developers or their 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.

8. 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.

9. 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.

10. The keeping, storing, or maintaining of a mobile home, wither 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 the Developers or their 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, live-stock trucks, or transporting vehicles for live-stock, or any other vehicle that would be any eye-sore 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.

11. 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

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hereunder, it is agreed to change the Covenants, Conditions and Restrictions in whole or in part. The Developers reserve the exclusive right to name the subdivision and streets 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 then, from so doing, or to recover damages or other dues for such violation.

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

13. These Declarations shall extend for a period of time as is covered under Paragraph 11 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.

14. 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.

IN WITNESS WHEREOF this Declaration of Protective Covenants, Conditions and Restrictions has been executed by us on this the 8th day of May, A. D., 1995.

L. Hudson Holliday
L. HUDSON HOLLIDAY

Carl Myers
CARL MYERS

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state L. HUDSON HOLLIDAY and CARL MYERS, the Developers in the foregoing Declaration of Covenants and Restrictions of Heatherland, who acknowledged that they signed, executed and delivered the foregoing instrument of writing on the day and year therein mentioned for the purposes therein set out their own free and voluntary act and deed.

GIVEN under my hand and seal of office on this the 8th day of May, A. D., 1995.

Little E. P.
NOTARY PUBLIC



PEARL RIVER COUNTY, STATE OF MISSISSIPPI. I hereby certify the foregoing instrument was filed for record in my office on the 9th day of May, 1995 at 2 o'clock P. M. and that the same is now duly recorded in Deed Record No. 625 on page 190-747 of Record of Land Deeds in my office. Given under my hand and Seal of office this 9th day of May, 1995.

Chancery Clerk
Barker Bingham
Chancery Clerk

PREPARED BY WILLIAMS, WILLIAMS & MONTGOMERY, P.A.
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