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STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

AMENDED

RESTRICTIVE COVENANTS
OF
BERRYWOOD ESTATES
A SENIOR COMMUNITY



STATE OF MISSISSIPPI
PEARL RIVER CO
I CERTIFY THE INSTRUMENT
WAS FILED IN THE RECORDS
2005 MAY -9 AM 9:05
NOTARY PUBLIC & SEAL

The following restrictive covenants shall run with the property and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the homes has been recorded in the conveyance office of the County of Pearl River agreeing to change any covenant in whole, or in part, or to rescind said covenants entirely:

1. The property shall be used for Senior (55 and over) residential purposes only. All commercial use is prohibited. Only one single family dwelling (house with garage) can be constructed on a lot. A lot shall be no less than 5500 square feet.
2. The Developer or his assigns shall have the right to use a lot as a temporary sales office for marketing and development purposes until all phases of the development are completed and sold.
3. Berrywood Estates has been established as a Senior Community (55 and over). Four individual floor plans have been specifically designed for construction in this development. Each plan can be individualized or upgraded. However, any additional costs incurred that exceed an already established budget will be assessed to the purchaser.
4. No mobile home and no structure of a temporary character, trailer, house trailer, shack, tent, barn, or other outbuilding shall be used at any time as a residence, either temporarily or permanently.
5. No fences shall be erected on the property that: 1.) are over four (4) feet high and 2.) have not been approved by the Developer. Chain link fences are prohibited.

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6. No pigs, chickens, goats, cows, horses, or similar animal and no kennels shall be kept or maintained on the property. Household pets including dogs and cats may be kept. However, a leash law will be in effect.
7. No lot shall be used or maintained as a dumping ground for rubbish, junk cars, or debris. Trash, garbage or other wastes shall be kept in sanitary containers. No incinerators or other equipment for storage or the disposal of trash, garbage or other wastes shall be kept on the property.
8. No improvement shall be built, placed or altered until the plans and specifications have been approved in writing by the Developer, his assigns, or the Home Owners Association after its inception. The approved plans and specifications shall then be followed.
9. All out buildings must be placed to the rear of the single family dwelling.
10. All residents shall be set back twenty (20) feet from the front boundary line and five (5) feet from the side and twenty-five (25) feet from the rear boundary lines.
11. Lots shall be kept clean and orderly. Owner shall pay Developer or his assigns \$75.00 per grass mowing, should the owner fail to keep the lot mowed. The owner agrees to pay for the grass cutting within ten (10) days from date of statement.
12. No trees shall be cut or removed without the prior written approval by Developer.
13. Firearms shall not be discharged.
14. 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.
15. A dwelling or appurtenant structure damaged or destroyed by fire or act of God shall be repaired, replaced or completely removed within three (3) months from the date of occurrence.
16. Developer reserves an easement or right-of-way twenty (20) feet in depth along the rear, ten (10) feet in depth along the front or street boundary lines and five (5) feet in width along each side boundary line of all lots for the purpose of installation, maintenance of utilities when any public or private utility company may desire to serve said lots with no obligation on the part of the Developer or his assigns to

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supply such services, and for drainage. No fences, gardens or other structures shall be ejected within the easement areas.

17. All utilities shall be underground.
18. Developer has paid a deposit with Coast Electric Power Company in providing electric service to this development. Each lot owner shall furnish the additional deposit required by Coast Electric Power Company for furnishing electricity to the owner's lot.
19. Developer or his assigns will be responsible for the upkeep of common areas and ponds until a Home Owners Association is formed.
20. The Home Owners Association (HOA) will be formed after one-third (1/3) of the Development has been sold. The HOA will consist of all the home owners of Berrywood Estates and the ownership of each home shall have one (1) vote. This association may enforce these covenants and take action against anyone who is in violation of any covenant. Until such time as the Home Owners Association has been formed, the Developer or his assigns shall have full powers and shall make all decisions regarding the Berrywood Estates Development.
21. Any breaching party shall pay all reasonable attorney fees and expenses incurred in enforcing these covenants.
22. All fees and expenses unpaid shall constitute a lien on the property until paid with the property subject to sale in Chancery Court for collection.
23. Developer or his assigns shall not be liable for injury and damages as a result of use of any street, pond, and common areas, or approval of any plan and specification or approval or use under these covenants.
24. Invalidation of any covenant by judgment or court order shall in no way affect the validity of other restrictions which shall remain in full force and effect.
25. In the opening paragraph or preamble, "A majority of the then owners of the homes" shall be interpreted as one vote per lot only no matter the number of owners of a lot. The majority shall be the majority of lots.

These Amended Restrictive Covenants amend the covenants of March 17, 2005, recorded in Land Deed Book 871, at page 609.


DEVELOPER/OWNER DAVID

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

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PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY
IN AND FOR THE JURISDICTION AFORESAID, DONALD
R. BERRY, WHO ACKNOWLEDGED THAT HE SIGNED, DELIVERED AND
EXECUTED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR FOR THE
PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 1st DAY OF
MARCH, 2005.

Sharon M. Holmes
NOTARY PUBLIC

My Commission Expires:

Notary Public/State of Mississippi At Large
Commission Expires December 6, 2005
Date of My Next Commission Expires: 12/06/05

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