

STATE OF MISSISSIPPI)
)
COUNTY OF HARRISON)

DECLARATION OF PROTECTIVE COVENANTS
FOR DEERWOOD SUBDIVISION, PHASE I

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 Deerwood Subdivision, Phase I, as per official map or plat on file in Plat Book 38, Page 15 in the Office of the Chancery Clerk of the First Judicial District, Harrison 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 right, title, or interest in said land, and all persons claiming under them, to-wit:

1. No lots shall be used except for residential purposes. Provided, however, Developer and his agents shall have the right to use a lot as a temporary sales office for marketing and development purposes until this development is completed and sold.
2. 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.
3. All residences must have a minimum of 1,500 square feet of heated and cooled floor area, exclusive of basements, porches and garages.
4. No mobile homes shall be located on the above described property at any time.
5. No travel trailer, basement, tent, shack, garage, barn or other out-building shall be used as a residence. Any separate structure such as equipment sheds, animal shelters, barns, green houses, out buildings, or storage buildings must be placed to the rear of the

6. Commercial or industrial use of any part of this property is prohibited.
7. No structure shall be constructed or placed nearer than fifty feet from front boundary line or twenty-five feet from the side and rear boundary lines. This restriction shall not apply to driveways or mailboxes.
8. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.
9. The dumping, storing, or accumulation of trash, debris, junk or junk cars on this property is prohibited. Junkyard is defined as two (2) or more inoperative vehicles.
10. No chickens, swine or goats shall be permitted on this property.
11. Only (1) one large animal shall be allowed per lot.
12. 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.
13. This property may not be re-subdivided into tracts of less than one and one half (1 1/2) acres. Only one living unit shall be allowed on each tract.
14. Each lot shall be kept in a clean and slightly condition.
15. All owners of land that is contiguous to ponds and lakes shall be responsible for the maintenance and upkeep of the ponds, lakes and dams. A perpetual easement is hereby reserved on, over and across the dams of said ponds and lakes for this maintenance and upkeep.
16. The water level may not be altered around water front lots nor may any water front lots be filled with dirt or other fill material so as to change or alter the shoreline of any water front lot.
17. The use of water skis or jet skis on any lake is prohibited.
18. No boats shall be permitted on any lake with motors greater than 5 H.P.
19. Developer, or its assigns, shall have the right, but not the obligation, to clean up debris, trash, junk, cut grass or take any other action as it deems necessary to enforce these covenants. If developer, or its assigns, is required to take such action and incurs expenses therefore, developer shall be entitled to impress a lien on the owner's land in the office of the Chancery Clerk and file suit in the appropriate court, to recover all damages incurred.
20. Developer reserves unto itself, its successors and assigns an easement or right of way over a 10 foot strip inside the side, rear and street boundary lines of all lots for the purpose of installation and maintenance of utilities. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of developer to supply

such services.

21. These covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any part or parcel of the hereinabove described land, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date of this instrument and shall be automatically renewed for successive 10 year periods thereafter unless modified, amended or terminated by a 66 2/3% majority vote of the lot owners.

22. Invalidation of any one of these servitudes 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.

DURATION

These covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any part or parcel of the hereinabove described land, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date of this instrument and shall be automatically renewed for successive 10 year periods thereafter unless modified, amended or terminated by a 66 2/3% majority vote of the lot owners.

SEVERABILITY

Invalidation of any one of these servitudes 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.

WITNESS the signature of STUART COMPANY, a Mississippi Corporation upon this, the 5th day of July, A.D., 1994.

STUART COMPANY, a Mississippi Corporation

BY: E. C. Stuart, Jr. President

ATTEST:

Deborah Jabour Stuart
DEBORAH JABOUR STUART, Secretary

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named B. C. STUART, JR. who acknowledged to me that he is the President of STUART COMPANY, a Mississippi 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 5th day of July, A. D., 1994.

Diana S. Hyland
NOTARY PUBLIC

My Commission Expires:

7-12-95

STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER) BOOK 1277 PAGE 555

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named DEBORAH JABOUR STUART who acknowledged to me that she is the Secretary of STUART COMPANY, a Mississippi 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 5th day of July, A. D., 1994.


Dorice A. Hall
NOTARY PUBLIC

My Commission Expires:
My Commission Expires February 25, 1998

Prepared By:
E. C. Stuart, Jr.
Attorney at Law
P. O. Box 550
Picayune, MS 39466
(601) 799-1191

STATEMENT OF FEES

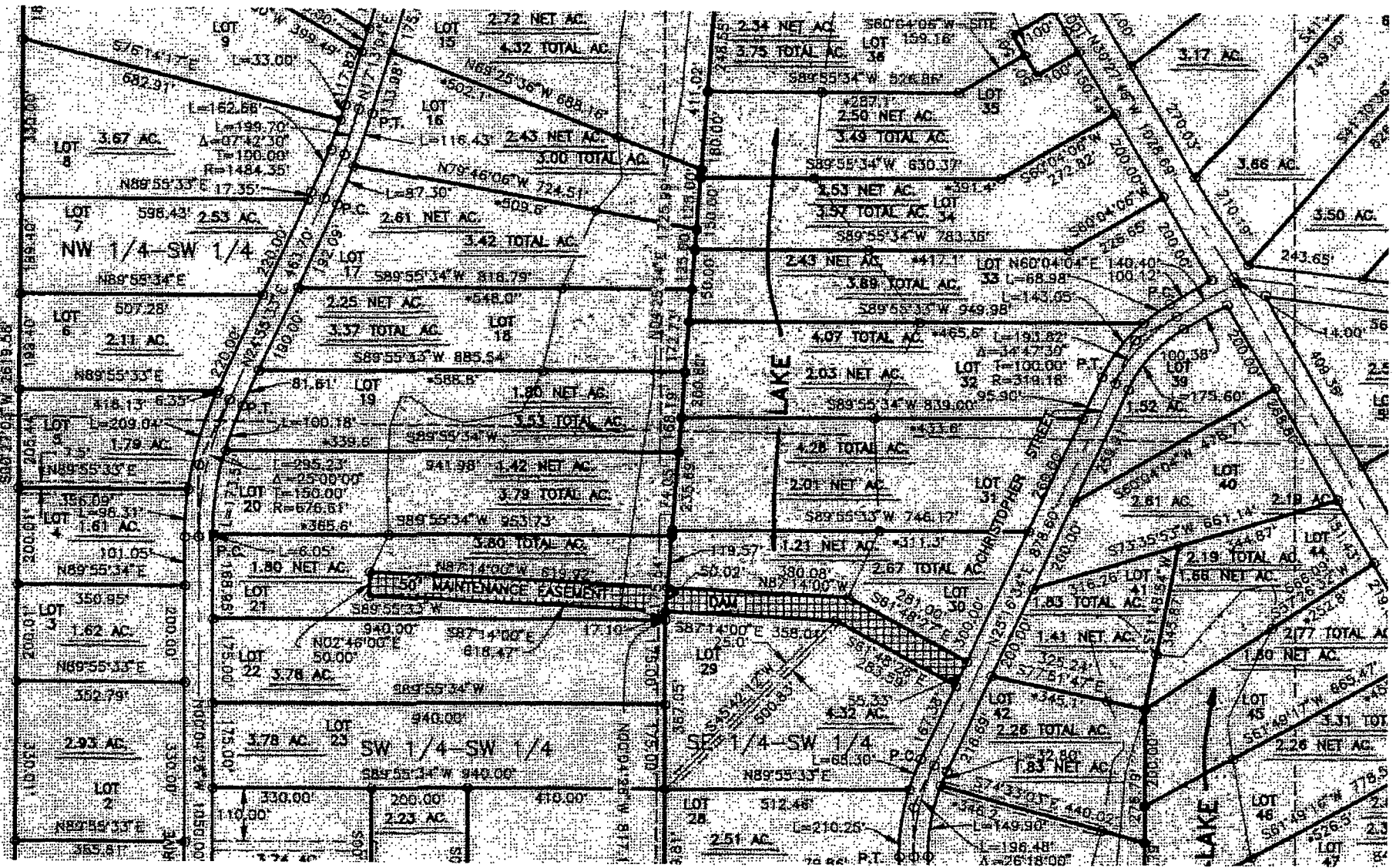
Recording Fee \$6.00
Abstracting/Section Fee at 100
\$1.00 each
Marginal Entry at .50 each 400
Other 2 Copies
TOTAL FEES COLLECTED 11.50

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 1 o'clock
and 4:10 minutes P M. on 5th Day of July, A.D. 1994
and recorded July 6th, 1994 in Records of Deeds. Book 1817 Pages 552-555
By 4407 L. N. Creel G. N. CREEL, Chancery Clerk D.C.

PLAT FILED 6-28-94

NE 1/4-SE 1/4



SE 1/4-SE 1/4