

OPENWOOD

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STATE OF MISSISSIPPI )  
 )  
COUNTY OF PEARL RIVER )

DECLARATION OF PROTECTIVE COVENANTS

with DECLARATION made, announced, and recorded upon the date hereinafter set forth by STUART COMPANY, a Mississippi Corporation, the owner of the following described real property situated in Pearl River County, Mississippi, more particularly described as follows, to-wit:

Begin at the NW corner of the SE 1/4 of Section 17, Township 5 South, Range 16 West, Pearl River County, Mississippi, and then run South 00 degrees 24 minutes West along the West boundary of said SE 1/4 2645.4 feet to the SW corner of said SE 1/4; thence run South 89 degrees 58 minutes East along the South boundary of the SW 1/4 of the SE 1/4 906.1 feet; thence run along the Western right-of-way of a county paved road as follows: North 06 degrees 07 minutes East 61.8 feet, North 76 degrees 00 minutes East 32.2 feet, North 62 degrees 13 minutes East 92.2 feet, North 49 degrees 16 minutes East 121.3 feet, North 41 degrees 51 minutes East 207.1 feet; thence run North 31 degrees 52 minutes West 335.5 feet; thence run North 29 degrees 25 minutes West 63.0 feet; thence run North 15 degrees 40 minutes West 403.2 feet; thence run North 26 degrees 50 minutes East 779.6 feet to the East boundary of the NW 1/4 of the SE 1/4; thence run North 00 degrees 39 minutes East along the fence 917.7 feet; thence run North 89 degrees 18 minutes West along the North boundary of said SE 1/4 1337.8 feet to the point of beginning. The property contains 73.3 acres more or less, and is located in the W 1/2 of the SE 1/4 of said Section.

ALSO: Commence at the NE corner of Section 17, Township 5 South, Range 16 West, Pearl River County, Mississippi, and then run South 00 degrees 42 minutes West along the Section line 1320.0 feet to the point of beginning; thence from said point of beginning run North 89 degrees 18 minutes West 404.0 feet; thence run North 00 degrees 42 minutes East 100.0 feet; thence run North 00 degrees 18 minutes West 30.0 feet; thence run North 00 degrees 42 minutes East 831.6 feet; thence run North 53 degrees 42 minutes West 21.4 feet; thence run South 89 degrees 53 minutes West 866.9 feet to the East right-of-way of a county paved road; thence run along said right-of-way as follows: South 00 degrees 28 minutes East 159.8 feet, South 00 degrees 49 minutes East 1006.4 feet, South 02 degrees 46 minutes East 100.0 feet, South 10 degrees 09 minutes East 100.0 feet, South 12 degrees 58 minutes East 1509.4 feet, South 04 degrees 15 minutes East 64.0 feet, South 15 degrees 10 minutes West 49.9 feet to the intersection with the Western right-of-way of U. S. Interstate No. 59; thence run North 35 degrees 31 minutes East along said Interstate right-of-way 1531.0 feet to the intersection with the East boundary of said Section 17; thence run North 00 degrees 42 minutes East along the Section line 1830.8 feet to the point of beginning. The property contains 88.0 acres more or less and is located in the E 1/2 of the E 1/2 of Section 17.

APP

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 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.
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, (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 dwelling.
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. No noxious, immoral, illegal or offensive activity shall be carried on upon any lot not shall anything be done thereon which may be or become an annoyance or nuisance to the public.

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12. This property may not be divided into tracts of less than two (2) acres. Only one living unit shall be allowed on each tract.
13. Each lot shall be kept in a clean and slightly condition.
14. 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 maintenance and upkeep.
15. 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.
16. 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.

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 18<sup>th</sup> day of May, A.D., 1993.

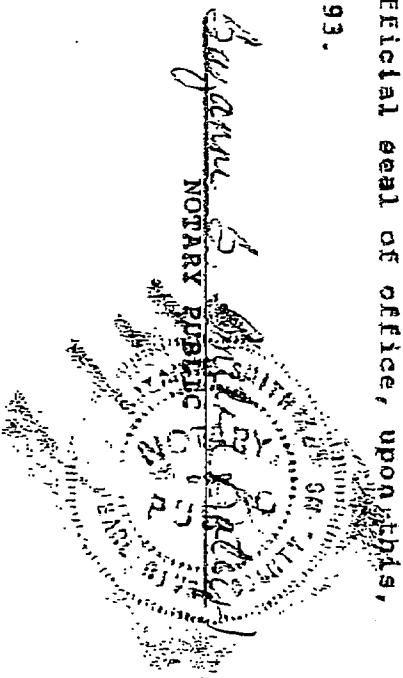
STUART COMPANY, a Mississippi Corporation

BY: E.C. STUART  
E. C. STUART, JR. President

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 E. 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 18<sup>th</sup> day of MAY, A. D., 1993.



My Commission Expires:

4/20/95

I hereby certify the foregoing instrument was filed for record on this 18<sup>th</sup> day of May 1993 at 8:14 o'clock AM and that the same is duly recorded in Book Record No. 588 in Page 217 of the said records and that the same is duly filed for record in my office.

Suzanne S. [unclear]  
Notary Public  
State of Mississippi