

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

**RIVER OAKS SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

That Stuart Company, a Mississippi corporation, the owner of the property shown on the Plat of River Oaks Subdivision, as recorded in SLIDE A-68 on file in the Office of the Chancery Clerk of Pearl River County, Mississippi, does by this instrument impress each of the specifically numbered lots designated on said Plat, as distinguished from such land within the limits of said Plat which is not specifically platted and numbered as lots, with the following covenants, conditions, and restrictions for the purposes of carrying out a general plan of development and maintenance of the said premises:

1. Purpose: Generally stated and by way of illustration and not by limitation, the purpose of these covenants, conditions, and restrictions is to establish guidelines to insure continuity of purpose, allow for change of existing improvements and the addition of new improvements within River Oaks Subdivision, hereinafter referred to as River Oaks, while at the same time establishing a means to protect and preserve the natural beauty and aesthetic appearance of all property in this development.

2. Land Uses:

a.) All lots shall be used solely for private single family residential purposes.

b.) Only one (1) detached single family dwelling, hereinafter called "dwelling" and such accessory structures, as may be compatible therewith, shall be constructed on each lot. No dwelling or accessory structure, erected or to be erected, shall be used directly or indirectly for trade or business.

3. Re-subdivision:

a.) No lot shall be divided into smaller parcels except to provide a larger building site.

b.) No residence may be built or placed on less than one (1) lot.

4. Architectural Control Committee:

a.) The owner and developer shall appoint the initial Architectural Control Committee which shall have five (5) members. The initial Committee shall be appointed with two (2) members to serve a three (3) year term; two (2) members to serve a two (2) year term; and, one (1) member to serve a one (1) year term. Each appointee shall serve until replaced by a person elected by the lot owners of record. The first election of members to the Architectural Control Committee shall be held one (1) year from the date of the sale of the first lot, or July 1, 1994, whichever occurs first. A person, to be elected to the Architectural Control Committee, must be a lot owner of record. The ownership of each lot shall have one (1) vote but there shall be only one (1) vote per lot. This committee shall have the responsibility to enforce these covenants and to take action against anyone who is in violation of any covenants.

b.) The Architectural Control Committee shall monitor all construction not wholly contained within a structure previously approved within River Oaks to see that these Covenants, Conditions, and Restrictions are complied with; however, the Committee is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof or any component of any house or other improvement and it actions are not intended for private use.

c.) Permit Required: No building or improvement of any type shall be erected, placed or altered on any building 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 Control Committee and a Permit issued evidencing conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation.

d.) Meeting as Required: The Architectural Control Committee shall meet as necessary, after three (3) days notice to all committee members, and any three (3) committee members shall constitute a quorum with three (3) affirmative votes necessary to approve any request or issue any permit. A permanent record of all Architectural Control Committee meetings shall be maintained and shall be available to any lot owner for inspection on reasonable notice.

5. Construction of Improvements:

a.) Size of Dwelling: Each dwelling shall be constructed with at least twenty-five (2,500) square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches; any dwelling having more than one (1) story, shall be constructed with at least fourteen hundred (1,400) square feet heated and cooled living area on ground floor area, excluding carport, attached garage and unenclosed porches.

b.) Temporary Structures Prohibited: No structures of a temporary character, (including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other out building), shall be used on any lot, at any time as either a temporary or permanent residence. The use, parking or storage of a house trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited.

c.) Continuous Construction: Once construction of a dwelling is started, the construction must be completed within eight (8) months from the date of the laying of the foundation. No accessory building shall be constructed or used unless the dwelling on the lot is completed or under construction.

d.) Certain Materials Prohibited: No corrugated metal roofing or material of sheet aluminum, sheet iron or other materials, commonly referred to as "tin" shall be permitted to be used in the construction of any building, dwelling or outbuilding. Likewise no materials shall be used for any purpose which shall violate any local, state or federal environmental laws, rules or regulations.

e.) Storage of Building Materials: Supplies and building materials shall not be stored or piled in the open on a lot for a period exceeding three (3) weeks prior to use. The haphazard piling or storing of material is expressly prohibited.

f.) Setback Lines: The location of a building on a lot shall not violate the front, interior or rear set back lines, as determined by the Architectural Control Committee. The Architectural Committee shall have the authority to alter or amend these lines, from time to time, for good cause upon request of a property owner provided such amendments conform to the external design with existing structures in the development and the topography and finished ground elevation.

6. Trees: No trees may be cut or removed without the prior written approval of the Architectural Control Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or white washed.

7. Fences: No fence shall be located closer to the street than the projection of a line running along the rear wall of the dwelling house (exclusive of porches and garages); provided however, the construction of fences for any purpose must first be approved in writing by the Architectural Control Committee.

8. Driveways and culverts: No driveway or culvert shall be installed until size and grade requirements are specified by the Architectural Control Committee. Brick or cement caps shall be installed on the ends of all culverts. All driveways from the street to the residence shall be hard surfaced with concrete or bituminous hot mixture.

9. Antennas: No television antennae, satellite dish, radio receiver or similar device shall be attached to or installed on any portion of the property, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with reception or other signals within the Property; provided however, that Developer and the Association shall not be prohibited from installing equipment necessary for master antennae, security cable television, mobile radio, or other similar systems within the property and should cable television serviced be unavailable, and adequate television reception to be otherwise available, then an owner may make written application to the Architectural Control Committee for permission to install a television antennae.

10. Exterior Lights: The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Control Committee. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structure or grounds of any

lot shall be located, directed or of such intensity to affect adversely the nighttime environment of any adjoining property.

11. Septic Tanks Prohibited: No septic tanks shall be permitted on any lot and no plans or specifications shall be approved by the Architectural Control Committee unless such plans and specifications provide that the lot will be served by the city water and city sewer systems serving the property. All dwellings shall be connected to the central sewerage system located on said property.

12. Dumping: 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.

13. Rubbish: 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 materials, 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.

14. Animals: No animals, livestock or poultry shall be bred, kept or raised on any lot except that 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. All matters pertaining to household pets in River Oaks, including but not limited to disputes pertaining to the nature and number of pets allowed, will be reviewed and shall be determined by the Property Owners' Association whose decision in the matter shall be final and binding on all concerned.

15. Maintenance and upkeep of lots: Property owners shall maintain their lots by periodic mowing of the grass and pruning of shrubs to maintain a neat and pleasing appearance within River Oaks. Developer, Property Owners' Association and the Architectural Control Committee, each, reserves and shall have the right to cut the grass for which the lot owner shall pay the Property Owner's Association 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 Control Committee and agree that any unpaid charges, together with all attorney fees and reasonable costs of collection, will constitute a lien against their lot until paid.

16. Firearms: The discharge of firearms within River Oaks is expressly prohibited.

17. Signs: No sign of any kind shall be displayed to the public view on any lot except one (1) professionally made sign of not more than one (1) square foot advertising the property for sale of signs used by a building to advertise the property during the construction or sale period.

18. Easements: Easements shall be retained for access, utilities and drainage purposes all as set forth on the official plat of said development. No structure, plants, trees or other objects, which may change, alter or impede these easements shall be placed or permitted within any areas designated for such easements.

19. Common Drive or Driveway and Walkway Easements: Developer has created for the Owners a perpetual, non-exclusive easement for pedestrian traffic over and across the walkway and trails or ways, as shown by the plat of this development.

20. Water Wells: The water wells located on Lots 2, 5, 6, and 12 are the property of the Property Owner's Association for water usage in the rock garden, and to maintain a stream of water through the park area into the ponds; and, the well located on Lot 2 may be used to provide water to the rainbow trout pond if there is sufficient flow so as not to adversely affect the flow of water into the rock garden, and to maintain a stream of water through the park area into the ponds. The Property Owner's Association is responsible for the upkeep and maintenance of these wells and distribution lines. If their location does not adversely affect the placement of improvements by lot owner, as determined by the Architectural Control Committee, a perpetual easements for maintenance five (5) feet in width is reserved along existing water pipelines extending from said wells to the rock garden and various ponds; however, in any event a perpetual utility easement five (5) feet in width for the installation and maintenance of water distribution lines extending from each said wellhead perpendicular to the nearest street is reserved through all lots where these wells are located. No water emanating from these wells may be used for private consumption.

21. Further Siting Authority: To prevent excessive "run-off" or drainage from any Lots, the Architectural Control Committee reserves the right to establish a maximum percentage of property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage, the Architectural Control Committee shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this or any other right reserved hereby the Declarant or the Architectural Control Committee shall be construed however, to be an obligation of either the Developer or the Association to take any action.
22. Individual Service Area Appearances: Each property owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly object must be placed or stored in order to conceal them from view from the road and adjacent properties.
23. Above Ground Utilities Prohibited: Except for garden hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any lot above the surface of the ground.
24. Replacement of Damaged Property: 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 9 months from the date of occurrence.
25. Mailboxes: Quality and placement of all mailboxes must be approved in advance by the Architectural Control Committee.
26. Enforcement: These covenants shall be enforced by the Architectural Control Committee or may be enforced by any lot owner as provided by law. The lot owner against whom enforcement action becomes necessary agrees to pay the reasonable costs of enforcement including but not limited to attorney's fees and court costs.
27. Property Owners' Association:
- a.) Purpose: The River Oaks Planned Unit Development Property Owners' Association, Inc., shall hold title to the common space located within River Oaks, and shall be responsible for the care, operation, and maintenance of all common property. The Property Owners' Association shall have the authority to impose such assessments upon the property owners as may be necessary to pay the costs of such care, operations, and maintenance of common property.
- b.) Membership: By acceptance of the deed to property located within River Oaks, the lot owner becomes a member of the Property Owners' Association.
- c.) Annual Meeting: The first Annual Meeting of the Property Owners' Association shall be held at 10:00 o'clock, a.m., July 1, 1994, at the River Oaks Bar-B-Que House. Future annual meeting date, time and locations shall be determined at that time.
- e.) Special Meetings: A majority of the lot owners may call a Special Meeting of the Property Owners' Association at any time by filing with the Secretary of the Association a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the Special Meeting must be sent to all lot owners of record by certified mail, return receipt requested, at least 15 days prior to the date of a meeting. For purposes of carrying on business of the Property Owners' Association, the owner or owners of each lot shall have one (1) vote per lot. Two-Thirds (2/3) present of all lot owners shall constitute a quorum. A two-thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the association.
- e.) Employees: No member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.
- f.) Fees and Assessments: The owner of each lot shall be responsible for the payment of an annual assessment by the property owner's maintenance cost incurred with regard to said development for the maintenance of common areas and signs and for the maintenance of any other projects, deemed beneficial by the property owner's association. The annual assessment shall not exceed \$300.00 per year per lot through calendar year ending December 31, 1993, and thereafter shall

