

DECLARATION OF PROTECTIVE COVENANTS FOR
MILL CREEK PLACE, PHASE IV

This declaration, made, executed, and declared upon the date hereinafter set forth by R. Jonathan Pearson, President of Pearson Real Estate Services, Inc. (the owner of Mill Creek Place, Phase IV, as per official map or plat on file in the Office of the Chancery Clerk of Pearl River 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 declarations shall constitute covenants to run with the land, and shall be binding on all parties and all persons claiming any right, title, or interest in said land, and all persons claiming under them to wit:

The following restrictions in Items #1 through #6 are the minimum requirements as set forth by Pearl River County for subdivisions and this portion only will be enforceable by Pearl River County.

Any Lot Owner, group of Lot Owners or the Property Owners Association (POA), if a Property Owners Association is formed by the owners, may enforce all these restrictions including Items #1 through #6.

- 1) **BUILDING PERMITS.** No building permit shall be issued before the appropriate governing authority approves the sewage and water systems. Whenever a subdivision is served by a community central water supply system, no private water supply may be drilled or otherwise constructed on any lot for the purpose of supplying potable water to any building or structure. A physical connection between any such source and any element of the community central water supply system is prohibited.
- 2) **EASEMENTS.** Construction of any nature is prohibited in County drainage easements or streets right of way.
- 3) **TRASH.** Lots may not be used for the storage of trash or junk or abandoned vehicles.
- 4) **FLOOD ZONES/WETLANDS.** No structure may be built within the designated 100 year floodplain (Zone A) or wetland as designated on the plat. Parcel 1 is designated as a non-buildable parcel and no structures are to be placed on said parcel. Parcels 2, 3, 4, 5, 6, 7, and 8 must locate all structures within the buildable area as designated on the plat in compliance with Pearl River County Floodplain Management Ordinance.

- 5) **SUBDIVISION OF LOTS.** No lot may be further subdivided without approval of the Board of Supervisors and Chancery Clerk of Pearl River County, Mississippi.
- 6) **DRIVEWAYS.** Driveways on corner lots shall not be located any closer than sixty (60) feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two streets right of ways intersect.
- 7) **SINGLE FAMILY DWELLINGS.** All lots shall be used for single family residential purposes.
- 8) **COMMERCIAL USE.** Commercial or industrial use of any part of this property is prohibited.
- 9) **LENGTH OF CONSTRUCTION.** The building of any structures shall be completed within twelve (12) months from date of construction.
- 10) **FINISHED SURFACE.** No residential structure shall be covered with tar paper or sheeting board as the finished surface.
- 11) **BOUNDARIES.** No residential structure shall be constructed or placed nearer than fifty (50) feet from front boundary, or twenty-five (25) feet from rear or side boundary lines. This restriction shall not apply to driveways or mailboxes or fences. The P.O.A shall have the right to grant a variance from this covenant if required by the health department for the installation of a sewage disposal system and/or a water well on any property.
- 12) **PUBLIC NUISANCE.** No noxious, immoral, illegal, or offensive activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision in which said parcel is located.
- 13) **EASEMENT.** Developer reserves unto itself, its successors and assigns an easement or right of way over a ten (10) foot strip inside the sides, rear and street boundary lines of all lots for the purpose of 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. No easements may be granted by a lot owner without prior written approval from developer.
- 14) **TRASH CONTAINMENT.** 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.
- 15) **PROPERTY APPEARANCE.** 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 nine (9) months from the date of occurrence.
- 16) **CULVERTS.** Any culverts that are required for purchaser to attain access to his parcel must be installed at purchaser's expense.
- 17) **LONGEVITY.** These covenants shall run and bind the land and shall insure the benefit of an be enforceable by the owner of any part or parcel of hereinabove described land, their respective legal representatives, heirs, successors, and assign for a term of twenty (20) years from the date of this instrument and shall be automatically renewed for successive ten (10) year periods thereafter unless modified, amended or terminated by a 66 2/3% majority vote of the lot owners.

18) INVALIDATION. 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.

I CERTIFY THIS IS A TRUE COPY OF THE ORIGINAL
ON FILE IN MY OFFICE.

Book 814 Pages 316
This is 28 day of March 2003

D. Jordan
Chancery Clerk, Pearl River County, Mississippi