

as ALEX PLACE, located in Section 3, Township 6 South, Range 17 West Pearl River lien holder, of the herein described 14.56 acres, being an unrecorded subdivision known REESE and STACY S. REESE, owner's, and KEN HALL, President of BANK PLUS, forth by C. MARK SUMMERS, JAMES E, FLEMING, MARY F. FLEMING, PAUL S. County, Mississippi: THIS DECLARATION made, executed, and declared upon the date hereinafter set

PURPOSE

attractiveness and value of the property for commercial purposes will not be permitted. insure the same advantages to the other site owners. Anything tending to detract from the thereby to secure to each site owner the full benefit and enjoyment of this business with no greater restriction upon the free and undisturbed use of his site than is necessary to the attractiveness of the property, to maintain the desired tone of the community, and specialized commercial character of the subdivision; and d) the use of the property for encroacliment by industrial, residential or other uses capable of adversely affecting the altractive commercial purposes only, to prevent nuisances, to prevent the inspairment of adequate and properly designed means of ingress and egress; and c) discourage any and continuance of a compatible environment for highway oriented uses; b) insure covenants which apply within this Subdivision are designed to a) encourage the formation The purpose of these restrictions is to create a Highway Commercial Subdivision. The

DECLARATION

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claiming any right, title, or interest in said land, and all persons claiming under them, to 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 the following declarations as to limitations, restrictions, and uses to which the land and/or We the undersigned fee owners of the hereinabove described real property, hereby make

The following restrictions in Items #1 thought #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.

potable water to any building or structure, except for the purpose of irrigation, may be drilled or otherwise constructed on any lot for the purpose or supplying served by a community, central water supply systems, no private water supply No building permit shall be issued before the sewage and water systems are and any element of the community, central water supply system and in no event shall there be a physical connection between any such source approved by the appropriate governing authority. Whenever a subdivision is

right of way. Construction of any nature is prohibited in county drainage casement or streets 軍果 325 ST

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- 'n Lots may not be used for the storage of trash or junk or abandoned vehicles
- 4 inundation, flood zones A, shall be indicated The minimum finished floor elevation required in areas subject to periodic
- Ş No lot may be further subdivided without approval of the Board of Supervisors and Chancery Clerk for Pearl River County.
- Ġ comer of the property where the said two streets right of ways intersect Driveways on comer lots shall not be located any closer than (60') sixty feet from a comer of said property closest to the intersection as measured from the
- 7. All lots shall be used for commercial purposes
- ∞ No lot shall be divided into smaller parcels except to provide a larger building site. The minimum size for any lot on which a building may be constructed shall be on (1) acre.
- 9 plot plan showing the location of such building or improvement have been approved in writing by the Developer, Mark Summers, until all lots are sold, No building or improvement of any type shall be erected, place or altered on then the Property Owners Association (POA) will assume this duty. any building lot in this development until the building plans, specifications, and
- 5 improvement, whether caused by defective material or defective workmanship. Covenants, Conditions, and Restrictions are complied with; however, he is not accountable or liable for the technical design or structural integrity of any The Developer, Mark Summers, shall monitor all construction to see these foundation, wall, roof or any component of any structure or other
- 1, building material, and according to conventional methods of constructions, using conventional materials and must be completed within six (6) months from the date construction is commenced All buildings constructed on any lot shall be constructed of generally accepted
- 2 No structure of a temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, barn, or other out building), shall be used on any lot, at any time as a
- 13. No structure shall be constructed or placed nearer than forty (40) feet from the front boundary line and twenty-five (25) feet from the side and rear boundary lines. No signs shall be placed nearer that fifteen (15) feet from the front boundary and ten (10) feet from the side and rear boundary.
- 4 Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.
- 5 nuisance to the public. nor shall anything be done thereon which may be or become an annoyance or No noxious, immoral, illegal or offensive activity shall be conducted on any lot
- 16. the P.O.A. reserves and shall have the right to cut the grass for which the lot Owner shall pay the Developer and/or the P.O.A. (whichever is applicable), not Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and sightly appearance within Alex Place. The Developer and less than \$100.00 for each cutting of their lot up to twelve (12) cuttings per

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of collection will constitute a lien against their lot until paid. receipt of statement rendered by the Doveloper and/or the P.O.A. and agrees that any unpaid charges together with all the attorney fees and reasonable cost year. The lot owner agrees to pay for the grass cutting within ten (10) days of BOOK T

- 17. be kept in a clean and sanitary condition. containers. All equipment used for the storage or disposal of such material shall All garbage, trash or other waste of any kind shall be kept in sanitary
- 2 not limited to abandoned or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building material, 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. whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but 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
- 19. on any lot. No large animals, livestock, goats, swine, or poultry shall be bred, kept or raised
- 20. a portable outdoor toilet on the let during the construction period,. The and lot owner shall be jointly and severally liable for adherence to this All contractors must keep all lots free from trash and debris and must maintain
- 21. occurrence destroyed dwelling or structure within nine (9) months from the date of or act of God, owner shall repair, replace or completely remove the damaged or In the event a building or appurtenant structure is damaged or destroyed by fire
- 22. utility company may desire to serve said lots with no obligation on the part of drainage. This reservation of such utilities as and when any public or private installation and maintenance of utilities, fire protection, beautification and the developer to supply such services. Purposed of installation and maintenance of utilities and for drainage.

 Additionally, easements reserved on the recorded plats shall be reserved for and one half (7 1/2) feet in width along the side boundary lines of all lots for the Developer reserves unto itself, its successors and assigns an easement or right of Way fifteen (15) feet in width along the rear and street boundary lines and seven

23. Property Owners Association:

- 5 plans submitted by Lot Owners for all improvements in Alex Place and to give written approval or disapproval. The POA may enforce these Purpose: The Alex Place Property Owners' Association, Inc. shall review
- ಶ shall be only one (1) vote per lot. Membership: By acceptance of the deed to property located in Alex Place, the lot owner becomes a member of Alex Place Property Owners Association. The ownership of each lot shall have one (1) vote but there
- ၉ Formation of Alex Place Property Owner's Association; An annual meeting to be held on January 15, 2003 at which time election of officers, fees and assessments, etc. shall be addressed
- Fees and Assessments; To be established at Annual Meeting
- 24. These covenants shall remain in full force and effect for twenty (20) years from the date hereof and shall be automatically extended for successive periods of ter of ten

(10) years thereafter unless, prior to any renewal date an instrument signed by not less than 2/3 of the Lot Owners is filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending, or terminating these covenants, conditions and restriction. BOOK 183mm

25. Invalidation of any covenant by judgement or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.

Agreed and Accepted by:

C. MARK SUMMERS

FLEMING

S. REESE

<u>:</u>

BANK-PLUS

President

Witnessed this the 14 _day of January

My Commission Expires:

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degrees 09 minutes West 186,96 feet; thence South 00 degrees 12 minutes West 5,0 feet to the P.C. of a curve to the right having a radius of 303,52 feet; thence along said curve an arc distance of 194.15 feet (CD = \$ 18 degrees 31 minutes 30 seconds West 190,85 feet) to a point on the North right of way of Mississippi Highway No. 43; (SW corner of Fleming tract) thence leaving highway and along a curve to the left having a radius of East 153.13 feet) thence North 51 degrees West along said margin 60.0 feet (SE corner 243.52 feet an arc distance of 155,77 feet (CD = N 19 degrees 31 minutes 30 seconds degrees 04 minutes 05 seconds vest 288,02 feet, more or less, to a point on the North margin of Mississippi distance of 826,94 feet (CD=N 60 degrees 52 minutes 14 seconds West 288,02 feet, more or less, to a point on the North margin of Mississippi distance of 826,94 feet (CD=N 60 degrees 55 minutes 14 seconds West 826,85 feet) margin of McCormick Lane 261.0 feet; thence leaving lane South 60 degrees 07 minutes 257.02 feet; thence North 43 degrees 42 minutes 13 seconds East on the East margin 20,0 feet; thence leaving lane South 46 degrees 47 minutes 48 seconds East soint 49 degrees 05 minutes 30 seconds East South 49 degrees 05 minutes 30 seconds East South 49 degrees 05 minutes 30 seconds East South 60 degrees 25 minutes 13 seconds East South 69 degrees 05 minutes 30 seconds East South 69 degrees 17 minutes 48 West, Pearl River County, Mississippi. beginning, this parcel containing 12.561 acres, more or less, and being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 thence South 00 degrees 15 minutes 57 seconds West 750.86 feet; thence North 53 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 00 degrees 15 minutes 57 seconds West 343.79 feet for the point of beginning; Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter

degrees 07 minutes 41 seconds West a distance of 81.70 feet to a point; thence South 88 degrees 34 minutes 06 seconds West a distance of 83.11 feet to a point; thence North 44 degrees 49 minutes 30 seconds East a distance of 118.12 feet to the Point of Beginning; said parcel contains 3394.08 square feet or 0.08 acres, more or less, and is located in the NE 1/4 of the SE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, LESS AND EXCEPT: Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippl; thence North 00 degrees 04 minutes 44 seconds West along the East boundary of the SE 1/4 of the NE 1/4 of sald Section 3 a distance of 523.70 feet to a point; thence South 46 degree 17 minutes 48 seconds West a distance of 990.40 feet to a point; thence South 43 degrees 42 minutes 12 seconds East of 320.48 feet to a point; thence South 40 degrees 16 minutes seconds East a distance of 139.58 feet to the true Point of Beginning; thence South 00

ALSO LESS AND EXCEPT: A non-exclusive, perpetual right-of-way easement for purpose of ingress and egress on, over and across the following described real property, to-wit:

316.72 feet to a point; thence South 40 degrees 16 minutes 43 seconds East a distance of 139.58 feet to a point; thence South 44 degrees 49 minutes 30 seconds West a distance of 28.44 feet to a point; thence North 00 degrees 07 minutes 41 seconds West a distance of 12.85 feet to a point; thence North 40 degrees 16 minutes 43 seconds West a distance of 316.44 feet to a point; thence North 43 degrees 42 minutes 12 seconds West a distance of 316.44 feet to a point located in:the center of said small gravel road; thence North 45 degrees 29 minutes 25 seconds East along the center of said small gravel road a distance of 20.00 feet to the Point of Beginning; said parcel contains 9171.76 square feet or 0.21 screes, more or less, and is located in the NE 1/4 of the SE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi. a distance of 990,40 feet to a point; thence South 43 degrees 42 minutes 12 seconds East a distance of 3.76 feet to a point located on the center of a small gravel road for the true Point of Beginning; thence South 43 degrees 42 minutes 12 seconds East a distance of Range 17 West, Pearl River County, Mississippl; thence North 00 degree 04 minutes 44 seconds West along the East boundary of the SE 1/4 of the NE 1/4 of said Section 3 a distance of 523.70 feet to a point; thence South 46 degrees 17 minutes 48 seconds West Commence at the SE corner or the SE 1/4 of the NE 1/4 of Section 3, Township 6 South,

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the Northeast coiner of Township 6 South, Range I the Southeast Quarter 17 West, Pearl River

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proposed 6 Northeast do 12 minutes West 1,094.44 ninutes minutes Wast along waid margin on the East margin of a ä west ! TIME CE 190,081 West, Paur 230.82 reat to a North maryin of Took raet.(CD t Quarter fl River

BOOK 783 PAGE 563

ROADWAY EASEMENT MAINTENANCE AGREEMENT

hereof, and WHEREAS, C. Mark Summers, herein referred to as "SELLER", is the owner of that certain parcel of land described in Exhibit "A" being attached hereto and made a part

WHEREAS, Seller desires to convey a parcel of land to prospective Owners, hereinafter referred to as "BUYER", a portion of the property described in Exhibit A, the exact description of the roadway being described on Exhibit "B", the owners of the property adjacent to and immediately West and North of PAINTER'S property, said property being described in Exhibit "B" attached hereto and made a part hereof, and

Buyers based on frontage of the property described in Exhibit B; that the exact portion of the property in Exhibit A is unknown at this time but the Seller desires to induce the Board of Supervisors of Pearl River County, Mississippi, in granting permits for development of the property in Exhibit A for construction and increase of the tax basis for the County of Pearl River; herein, that the Seller will not sale any parcel of land less than one acre in size; that a percentage interest in the land described in Exhibit B shall be conveyed to the prospective all the property is Exhibit A, those certain Buyers that have been identified having joined WHEREAS, the roadway shall be conveyed to as many Buyers as is necessary to sale

roadway as described in Exhibit B and the initial division of the property, a copy of which is described and shown of the survey attached hereto as Exhibit "D"; and attached hereto as Exhibit "C"; that Seller has also obtained a survey describing the joint WHEREAS, Seller has obtained permission and preliminary approval from the County Health Department that the property can be divided and sold and that a private well and septic can be placed on the properties to be divided by Seller, a copy of which is

maintenance agreement at the time of the purchase of the property and that upon execution hereof, they shall agree to the terms and conditions contained herein; and WHEREAS, the Seller shall have future Buyers of the property in Exhibit A sign this

contained herein, the parties hereto agree as follows: NOW THEREFORE, for and in consideration of mutual benefits and promises

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property described in Exhibit B to the standards and requirements of the County Code with Buyer shall maintain the roadway at the Buyer's expense on said percentage basis; and described in Exhibit B shall be transferred to the Buyer on a percentage basis and that the the exception of installation of water and sewer lines; that the ownership of the roadway The Seller acknowledges and represents that he shall install a roadway on the

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requirements in size and that each parcel of land shall have access and abutt a public roadway; that the property described herein in Exhibit B is 60 feet wide on the public road known and identified as MS Hwy 43; that said 60 feet is in excess of the frontage necessary That the County Code requires that each parcel of land shall meet certain

BOOK 783 PAGE 564

that all lots will exceed one (1) acre of land or more); and the County; that no property shall be granted a building permit until it is shown that the property divided is in excess of the minimum amount of square footage (it being believed to meet the County Code requirements; that having said frontage meets the requirements of

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maintenance of the roadway constructed by the Seller and that said fee shall be apportioned to a 1/7th per each Lot sold; and That each Buyer will pay a monthly or annual fee into a joint account for the future

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further requirements of maintenance of the roadway and private driveway on the property River, the Board of Supervisors, the City (if annexed) and any and all other parties from That for and in consideration of the County's issuance of building permits without further access requirements, the parties having access on the property described in Exhibit B to the public roadway shall and do hereby release and hold harmless the County of Pearl described in Exhibit B; and

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roadway; such repairs shall be done to bring the roadway back to County standards; and use of large trucks or otherwise, said Buyer shall bear the sole costs of repairs of the That in the event that a single Buyer should damage the roadway on Exhibit B by the

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maintenance until such warranty period is complete; and before the County accepts future maintenance and that the Buyers shall continue such to the County; that after approval of said roadway, the County may require a warranty period at that time shall be installed by the Buyers at the Buyer's sole expense and at no expense for maintenance in the future, that the roadway, water, sewer and other code requirements That in the event that all of the Buyers desire to dedicate the roadway to the County

VII.

such execution on unpaid fees shall be collected in the same manner as condominium dues each Buyer and shall have priority of lien from the time of acceptance of this agreement; that Buyer's property for collection of the fee; that such assessment shall run with the land of the remaining Buyers who have paid their fees may execute on the property of the unpaid by Buyer is such an important part of the continued maintenance of the roadway that all fees as assessed shall be a lien on their individual property if such fee is not paid and that Buyers of a portion of the property in Exhibit A and therefore the Buyers agree that such assessments; and That the payment of the fees for such improvements and maintenance of the roadway

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BOOK 783PAGE 565

VIII.

in and accepts the proposed change, afteration and/or additions of the Buyers; and effective on the whole property including Exhibits A & B; the Buyers agree that no change or alteration herein shall be binding or effective against the County unless the County joins Exhibit A desire to change and alter this agreement, such change and alteration shall be described in Exhibit A; in the event that two thirds (2/3) of the Buyers of a portion of maintenance is necessary and if two thirds (2/3) of the Buyers desire to use a portion of the fees collected or set a special assessment, such decision shall be effective on all property In the event that the Buyers of the property in Exhibit B should decide that preventive

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agreement shall not expire; and successors and assigns in title, at all times and because of the joint ownership of Exhibit B This agreement shall be binding on the parties hereto and on their successors in title and this agreement will "run with the land" and shall be binding on the Buyers, their and the importance that said Exhibit B plays to the accessability to the lots in Exhibit A, this

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Buyer agree that the County has accepted this agreement as requirement on the Buyers for Buyers and the parties effected by this agreement and any present or future owner of a future maintenance of the roadway for the future issuance of building permits to Seller and any claim or liability arising out of the maintenance of the roadway to be constructed by Seller on Exhibit B. portion of Exhibit A & B agree to "hold harmless" the County, or City (if annexed), from That while the County Code allows the parties to divide the property described in Exhibit B to provide ownership of a portion of Exhibit A to the public road, the Seller and

ENTERED INTO AND AGREED on this the 4 day of January, 2002

BUYERS IDENTIFIED:

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C. MARK SUMMERS, SELLER

AMES E. FLEMING, BUYER

MARY I. FLEMING, BUYER

PAUL S. REESE, BUYER

STACY S. REESE, BUYER

and voluntary act and deed of the Grantor on the day and in the year therein mentioned. acknowledge that the above and foregoing instrument was signed and delivered as the free undersigned authority in and for the jurisdiction aforesaid, C. MARK SUMMERS, who THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14

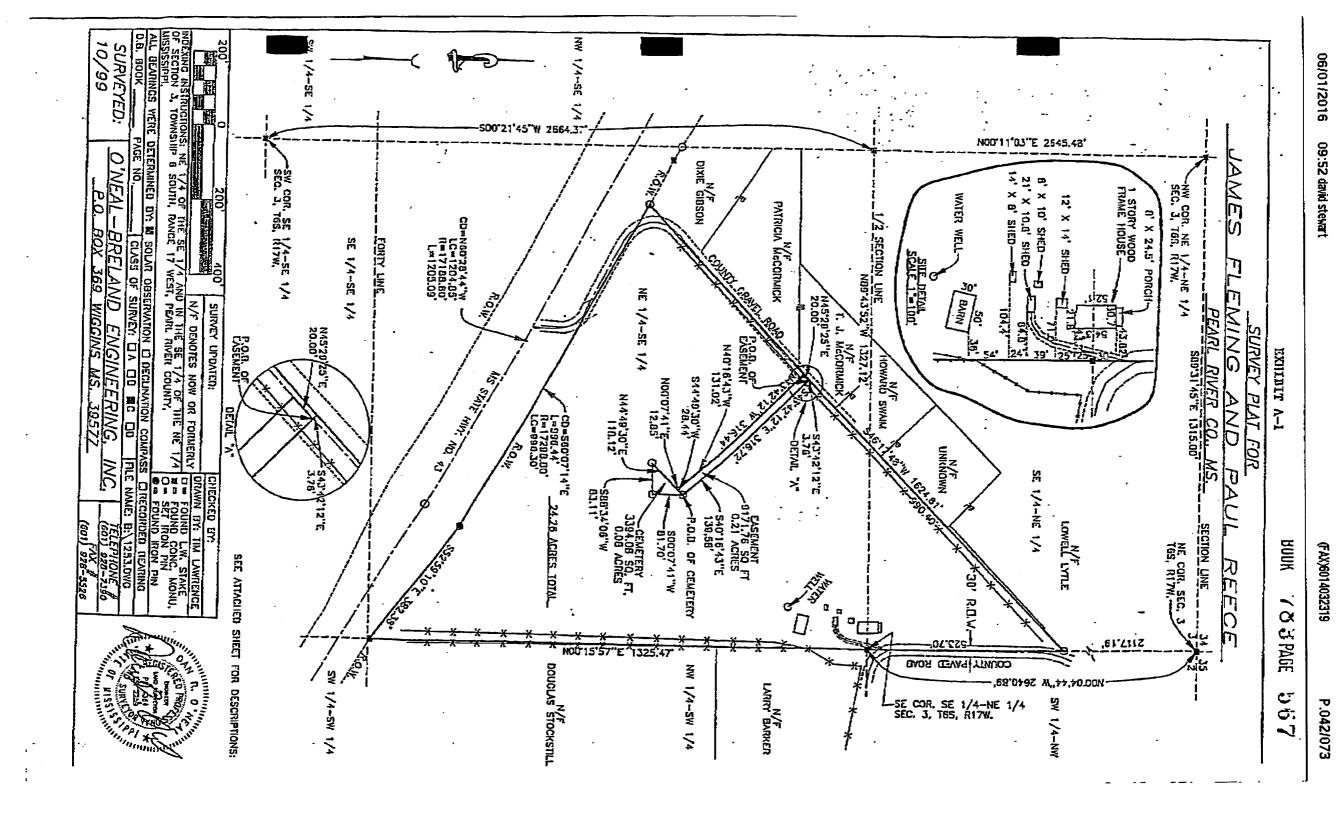
dny of January . 2

2002

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MY COMMISSION EXPIRES MAY PUBLISHED THE STREET OF THE STREET

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100K 783 PAGE 568

West, Pearl River County, Mississippi. said margin 20.0 feet; thence leaving lane South 43 degrees 42 minutes 13 seconds East 301.54 feet; thence North 46 degrees 17 minutes 48 seconds East 361.52 feet; thence South 49 degrees 05 minutes 38 seconds East 307.41 feet, more or less, to the point of beginning, this parcel containing 12.561 acres, more or less, and being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 margin of McCormick Lane 261.0 feet; thence leaving lane South 60 degrees 07 minutes 14 seconds East 305.56 feet; thence North 46 degrees 17 minutes 48 seconds East 257.02 feet; thence North 43 degrees 42 minutes 13 seconds West 301.33 feet to a point on the East margin of McCormick Lane; thence North 45 degrees 49 minutes East along degrees 04 minutes 05 seconds West 74.28 feet; thence South 31 degrees 10 minutes 49 seconds West 288.02 feet, more or less, to a point on the North margin of Mississippli Highway No. 43, point located in a curve; thence along said curve to the left an arc distance of 826.94 feet (CD=N 60 degrees 25 minutes 14 seconds West 826.85 feet) thence leaving highway North 44 degrees 55 minutes East more or less, along the East thence leaving highway North 44 degrees 55 minutes and conditions of the co feet) to a point on the North right of way of Mississippi Highway No. 43; (SW corner of Paul Reese tract) thence North 51 degrees West along said margin 60.0 feet (SE corner Fleming tract) thence leaving highway and along a curve to the left having a radius of 243.52 feet an arc distance of 155.77 feet (CD = N 18 degrees 31 minutes 30 seconds East 153.13 feet) thence North 00 degrees 12 minutes East 169.43 feet; thence North 59 to the P.C. of a curve to the right having a radius of 303.52 feet; thence along said curve an arc distance of 194.15 feet (CD = S 10 degrees 31 minutes 30 seconds West 190.85 of Section 3, Township 6 South, Range 17 Wast, Pearl River County, Mississippi; thence South 00 degrees 15 minutes 57 seconds West 343.79 feet for the point of beginning; thence South 00 degrees 15 minutes 57 seconds West 750.86 feet; thence North 53 degrees 09 minutes West 186.96 feet; thence South 00 degrees 12 minutes West 5.0 feet Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter

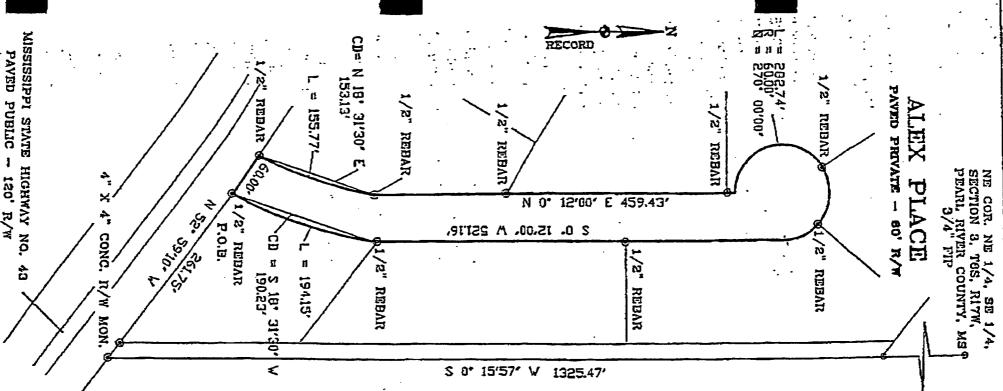
NE 1/4 of the SE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County. seconds East a distance of 139.58 feet to the true Point of Beginning; thence South 00 degrees 07 minutes 41 seconds West a distance of 81.70 feet to a point; thence South 88 degrees 34 minutes 06 seconds West a distance of 83.11 feet to a point; thence North 44 degrees 49 minutes 30 seconds East a distance of 118.12 feet to the Point of Beginning; said parcel contains 3394.08 square feet or 0.08 acres, more or less, and is located in the 48 seconds West a distance of 990.40 feet to a point; thence South 43 degrees 42 minutes 12 seconds East of 320.48 feet to a point; thence South 40 degrees 16 minutes 43 LESS AND EXCEPT: Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 00 degrees 04 minutes 44 seconds West along the East boundary of the SE 1/4 of the NE 1/4 of said Section 3 a distance of 523.70 feet to a point; thence South 46 degree 17 minutes

of Ingress and egress on, over and across the following described real property, to-wit: ALSO LESS AND EXCEPT: A non-exclusive, perpetual right-of-way casement for purpose

Commence at the SE corner or the SE 1/4 of the NE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 00 degree 04 minutes 44 distance of 523.70 feet to a point; thence South 46 degrees 17 minutes 48 seconds West a distance of 990.40 feet to a point; thence South 48 degrees 42 minutes 48 seconds West a distance of 3.76 feet to a point located on the center of a small gravel road for the true 316.72 feet to a point; thence South 43 degrees 42 minutes 12 seconds East of 139.58 feet to a point; thence South 40 degrees 16 minutes 43 seconds East a distance of 28.44 feet to a point; thence South 44 degrees 49 minutes 30 seconds West a distance of 28.44 feet to a point; thence North 00 degrees 07 minutes 30 seconds East a distance of 139.58 feet to a point; thence North 100 degrees 15 minutes 30 seconds West a distance of 28.44 feet to a point; thence North 100 degrees 15 minutes 30 seconds East a distance of 139.58 feet to a point; thence North 100 degrees 15 minutes 30 seconds East a distance of 15 per 15 per 16 per 17 per 16 per 17 per 18 per of 12.85 feet to a point; thence North 40 degrees 16 minutes 43 seconds West a distance of 131.02 feet to a point; thence North 43 degrees 42 minutes 12 seconds West a distance of 316.44 feet to a point located in the center of said small gravel road; thence North 45 degrees 29 minutes 25 seconds East along the center of said small gravel road; thence North 45 of 20.00 feet to the Point of Beginning; said parcel contains 9171.76 square feet or 0.21 acres, more or less, and is located in the NE 1/4 of the SE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippl.

EXIIIBIT

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CERTIFICATE: This is that I have made a sufollowing described prothat said survey is tricorrect to the best of knowledge and belief. 零 This 783 PAGE ade a survey of the ribed property and ey is true and best of my 569

degrees 31 minutes 30 meconds mast 153.13 foot) to a 1/2" rebar; thence along said west margin North D0 degrees 12 minutes 00 seconds East 450.43 feet; thence along the margin of a cul-de-sac 282.74 feet having a radius of 60.00 feet to the east margin of said road; thence along said mergin South 00 degrees 12 minutes 00 seconds West 521.6 feet; thence along a curve having a arc distance 194.16 feet (chord south 18 degrees 31 minutes 30 seconds West 190.05 feet) to the point of beginning. This parcel containing 1.16 acres and being a part of the Northeast Quarter of the Southeast Quarter of Section 3, township, Range 17 West, pearl River County, Mississippi. DESCRIPTION: Northeast cox Quarter of th of Section 3, Runge minutes 769 K the north margin of Ms. Hwy 43, a paved public road; the along said margin North 52 degrees 59 minutes 10 secon West 261.75 feet to a 1/2° r the point of continuing ofdegrees o thence north margin of Ms. Hwy. ¥@¤ e 17 West, Pourl River Count point being a 3/4" pipe; oe South 00 degrees 15 ites 57 seconds West 1325,47 Bulvay 90,00 feet ំព្រំ ថ្មី leaving rom corner of the Northeast the Southeast Quarter 3, Township 6 South. along 5 50 m Township st, Pearl R alg said margin along in and curve of a are distance of t to a 1/2" rebar beginning; thence g said marrid margin North tes 10 seconds 1/2" rebar; Hwy. No. County 200

NOTE: All bearings shown on this plat were based on the record bearing of the original survey by O'Neel-Breland Engineering, Inc.

NOTE: This property is located within Zone X (areas determined to be outside the 500 year flood plain) as per Flood Hazard Map Community Fanel No. 28108C0255D. effective May 17, 1880.

REFERENCE MATERIAL:

(1) 24.00 [Tleming & Paul Reecs ., Pleming & Paul Reecs ., O'Neal-Dreland Engineering Inc. dated 10/89.

dated 10/89.

2.00 acre survey for Jemes James

(2) 2.00 acre survey for James Fleming & Faul Resce by Frank Dunaway dated May 30, 2000.

(3) 12,481 acre survey for James Fleming and Faul Resce by Frank Dunaway dated June 1, 2001.

NOTE: Curvo date not available on south portion of do' road due to insufficiant and improper data on surveys by Frank Dunaway. Road bearings were established by Frank Dunaway surveys (excluding 00,00

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Found (as listed)
Set 3/0" Rober

DAVID L. SURVEY 12/01/01 HATTAWAY, P.E. FOR: HATTAWAY ENGINCERING INC. P.O. DOX 1024 PICAYUNE, MISSISSIPPI 39481 GO, T GIAVO PRIVATE ROAD 12611 No. 2418 YAWATT'AH CLASS "B" DLII 39466 **ALEX** 69-01A PLACE

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Commercial. gupervisors que lubdivision Development. of Pearl River County, Mississippi, Auto du child day ivision and variance for Niex considered by the Board of Place Subdivision a the matter to

Stockstill' ni noda puion made by Larry Davis and seconded by Troy tollowing rebro was adopted; to-wit:

Kamubril installed ity Sommers to County standards. rear portio xestrictiv teet of his He has agr lots themsplyes and in compliance with Hoalth Department Standards installed r: Suraaska standards relocation of that in comp agreed ethe De It ن ت County an engament for oadway along the ded chat he will gesting the rear lots will not have water/sewer lines or joint XOI V 0 lance with pintly owned roadway, sixty feet in width fronting on d of property irdered by the Pearl River property and edjbining property owner covenants on the property that The 60 join Flie HATED" commercial/business use only and that all uses will 7 the County will preform the suphalt portion of Buttertag root use but will be located, within the one acre roquest wox)c" 1119 the Health Department'o wite rondway acceesing the property will into five one Burnuaka agaist the County in straightening for the roadway in compliance with County western portion of from Mr. rondway. drainage along tho ett, To Summere County acro 'He had agreed to grant easement. will restrict Lotte ton Board, of the property be Guidelines. with access gubdividing along Bastern He shall place Supervisor the roadway the use of Twenty to each ğ

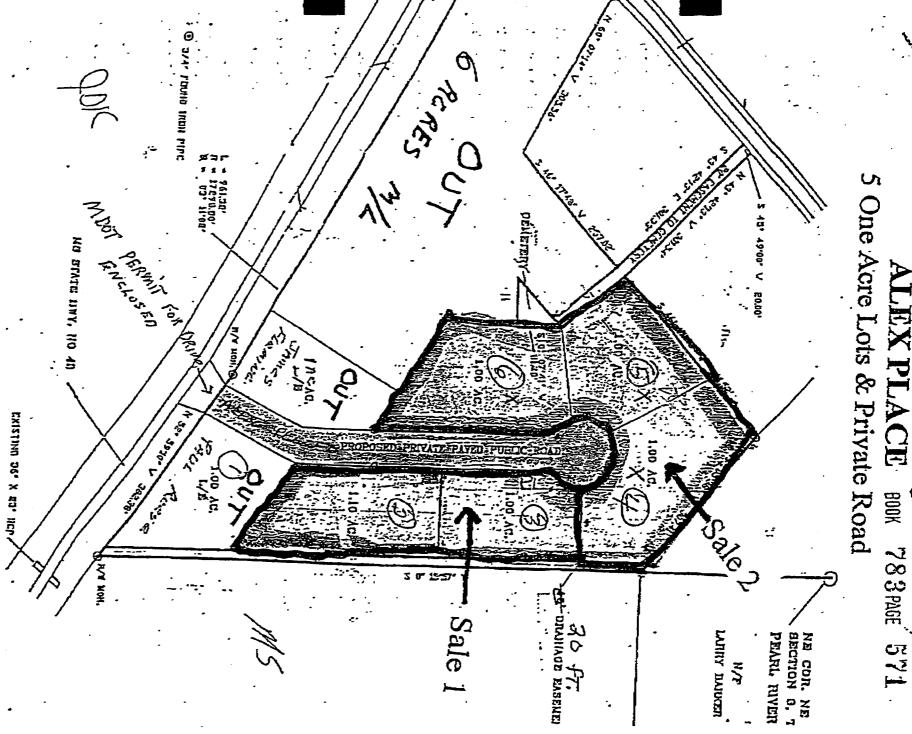
Ordered end.adopted, vocting Ave. Anthony Hales, Larry Davis, Robort Thigpen and Troy Stockstill; this the 13th day of November,

Abecain: Charles Ray Berry. e xun bli

None.

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ACE 783 PAGE 571



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TRANCE TARTHETHER

VARIANCE FOR ALEX PLACE BUBDIVISION

Commercial. que avordde Thare. subdivicion Development C livision and variance for Alex Flace Subdivision a ems: Pearl River County, Mississippi, on this day ಕರ ರಾ considered by the Board of the matter to

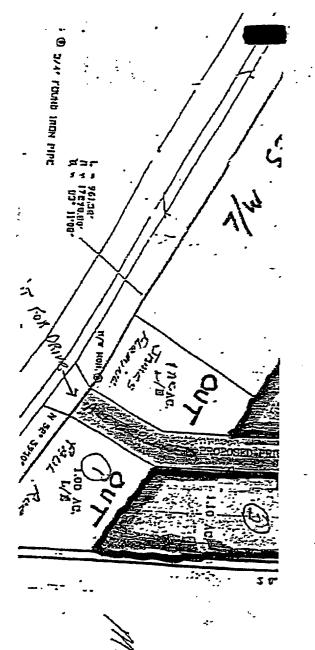
impetion made by barry Davis and seconded by Troy the following order was adopted; to-wit:

installed it through a rear portion of property into five one acre **エロタに エユ こじえ**っ exteting. **lots thems** relocati in comp the ' pointly and' that oadway along the plvės and in compliance with Health Department Standards eed that he will e covenants on the property that will durof. zo: residing the rear lots will not have ant'y eparra (to join in the gyanting y Sommers to County standards. drdered by the Rearl River County Board, of Supervisors variance request property and adjusting property owner The S S S "dirt an easement with commercial/business use only and that all uses will 60 foot омпед ковамоу, the County will extering use but will be located within work, the Health Department's wide roadway accessing the property will be assist the County in for western portion from Mr. Summers for drainage along roadway. Kasefe ett, go preform the TORGWEY feet in width fronting on . He had agreed to grant 0 lots with access to HON water/eewer lines the property Guidelines. compliance with County the apphalt portion of RESTRACT SurvenilBranaa aubdividing the along the roadway Bastern the one the use of each

votting AYE. Ordered and adopted, Anthony Hales, Larry Davis, Troy Stockstill; this the 13th day of Robert Thigpen and November, 2001

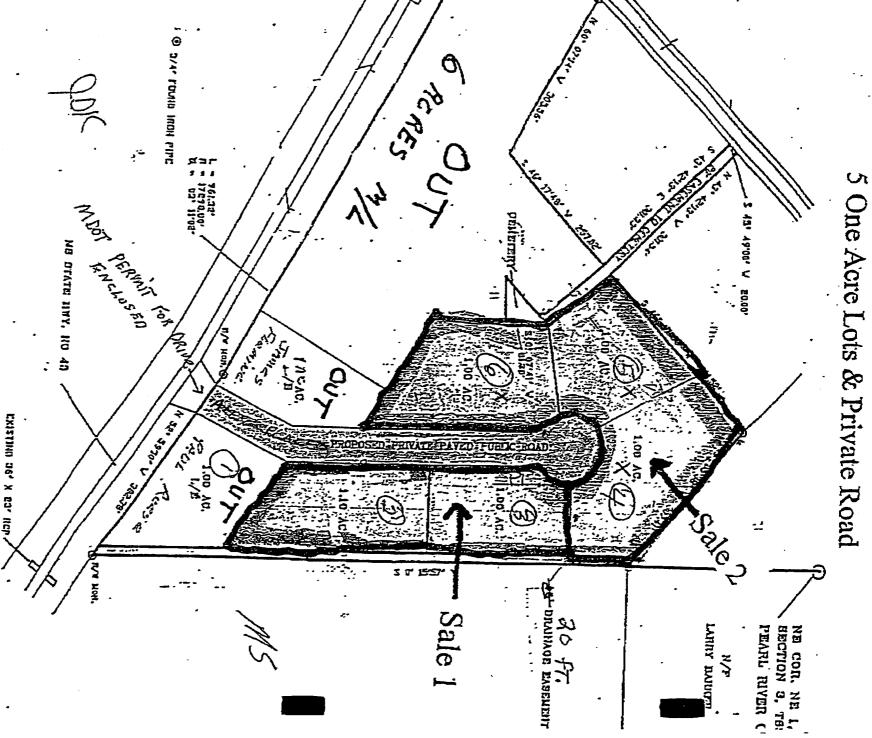
TAN BUT None.

Nhetain: Charles Ray Ferry



LEX PLACE

783 PAGE: 580



BOOK 785 PAGE 29;

BOOK 783 PAGE 563

ROADWAY EASEMENT MAINTENANCE AGREEMENT

that certain parcel of land described in Exhibit "A" being attached hereto and made a part WHEREAS, C. Mark Summers, herein referred to as "SELLER", is the owner of

described in Exhibit "B" attached hereto and made a part hereof; and hereinafter referred to as "BUYER", a portion of the property described in Exhibit A, the exact description of the roadway being described on Exhibit "B", the owners of the property adjacent to and immediately West and North of PAINTER'S property, said property being WHEREAS, Seller desires to convey a parcel of land to prospective Owners,

the property in Exhibit A for construction and increase of the tax basis for the County of of Supervisors of Pearl River County, Mississippi, in granting permits for development of herein, that the Seller will not sale any parcel of land less than one acre in size; that a percentage interest in the land described in Exhibit B shall be conveyed to the prospective Pearl River: the property in Exhibit A is unknown at this time but the Sellor desires to induce the Board Buyers based on frontage of the property described in Exhibit B; that the exact portion of all the property is Exhibit A, those certain Buyers that have been identified having joined WHEREAS, the roadway shall be conveyed to as many Buyers as is necessary to sale

is described and shown of the survey attached hereto as Exhibit "D"; and attached hereto as Exhibit "C"; that Seller has also obtained a survey describing the joint roadway as described in Exhibit B and the initial division of the property, a copy of which and septic can be placed on the properties to be divided by Seller, a copy of which is County Health Department that the property can be divided and sold and that a private well WHEREAS, Seller has obtained permission and preliminary approval from the

maintenance agreement at the time of the purchase of the property and that upon execution hereof, they shall agree to the terms and conditions contained herein; and WHEREAS, the Seller shall have future Buyers of the property in Exhibit A sign this

contained herein, the parties hereto agree as follows: NOW THEREFORE, for and in consideration of mutual benefits and promises

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Buyer shall maintain the roadway at the Buyer's expense on said percentage basis; and described in Exhibit B shall be transferred to the Buyer on a percentage basis and that the the exception of installation of water and sewer lines; that the ownership of the roadway property described in Exhibit B to the standards and requirements of the County Code with The Seller acknowledges and represents that he shall install a roadway on the

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roadway; that the property described herein in Exhibit B is 60 fect wide on the public road known and identified as MS Hwy 43; that said 60 feet is in excess of the frontage necessary requirements in size and that each parcel of land shall have access and abutt a public That the County Code requires that each parcel of land shall meet certain

785 PAGE 28

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BOX

the County; that no property shall be granted a building permit until it is shown that the property divided is in excess of the minimum amount of square footage (it being believed that all lots will exceed one (1) acre of land or more); and to meet the County Code requirements; that having said frontage meets the requirements of

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to a 1/7th per each Lot sold; and That each Buyer will pay a monthly or annual fee into a joint account for the future maintenance of the roadway constructed by the Seller and that said fee shall be apportioned

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River, the Board of Supervisors, the City (if annexed) and any and all other parties from further requirements of maintenance of the roadway and private driveway on the property described in Exhibit B; and B to the public roadway shall and do hereby release and hold harmless the County of Pearl further access requirements, the parties having access on the property described in Exhibit That for and in consideration of the County's issuance of building permits without

That in the event that a single Buyer should damage the roadway on Exhibit B by the use of large trucks or otherwise, said Buyer shall bear the sole costs of repairs of the roadway; such repairs shall be done to bring the roadway back to County standards; and

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maintenance until such warranty period is complete; and to the County; that after approval of said roadway, the County may require a warranty period before the County accepts future maintenance and that the Buyers shall continue such at that time shall be installed by the Buyers at the Buyer's sole expense and at no expense for maintenance in the future, that the roadway, water, sewer and other code requirements That in the event that all of the Buyers desire to dedicate the roadway to the County

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such execution on unpaid fees shall be collected in the same manner as condominium dues and assessments; and each Buyer and shall have priority of lien from the time of acceptance of this agreement; that Buyer's property for collection of the fee; that such assessment shall run with the land of the remaining Buyers who have paid their fees may execute on the property of the unpaid fees as assessed shall be a lien on their individual property if such fee is not paid and that Buyers of a portion of the property in Exhibit A and therefore the Buyers agree that such by Buyer is such an important part of the continued maintenance of the roadway that all That the payment of the fees for such improvements and maintenance of the roadway

785 PAGE 29

VIII,

783 PAGE

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in and accepts the proposed change, alteration and/or additions of the Buyers; and or afteration herein shall be binding or effective against the County unless the County joins effective on the whole property including Exhibits A & B; the Buyers agree that no change Exhibit A desire to change and alter this agreement, such change and alteration shall be described in Exhibit A; in the event that two thirds (2/3) of the Buyers of a portion of maintenance is necessary and if two thirds (2/3) of the Buyers desire to use a portion of the fees collected or set a special assessment, such decision shall be effective on all property In the event that the Buyers of the property in Exhibit B should decide that preventive

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agreement shall not expire; and and the importance that said Exhibit B plays to the accessability to the lots in Exhibit A, this successors and assigns in title, at all times and because of the joint ownership of Exhibit B This agreement shall be binding on the parties hereto and on their successors in title and this agreement will "run with the land" and shall be binding on the Buyers, their

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portion of Exhibit A & B agree to "hold harmless" the County, or City (if annexed), from Seller on Exhibit B. any claim or liability arising out of the maintenance of the roadway to be constructed by Buyers and the parties effected by this agreement and any present or future owner of a future maintenance of the roadway for the future issuance of building permits to Seller and Buyer agree that the County has accepted this agreement as requirement on the Buyers for That while the County Code allows the parties to divide the property described in Exhibit B to provide ownership of a portion of Exhibit A to the public road, the Seller and

ENTERED INTO AND AGREED on this the 14 _day of January, 2002

BUYERS IDENTIFIED:

SUMMERS, SELLER

me E. Jania

AMES E. FLEMING, BUYER

MARY B. FEEMING, BUYER

PAUL S. REESE, BUYER

STACY S. REESE, BUYER

BOOK 785 PAGE 300

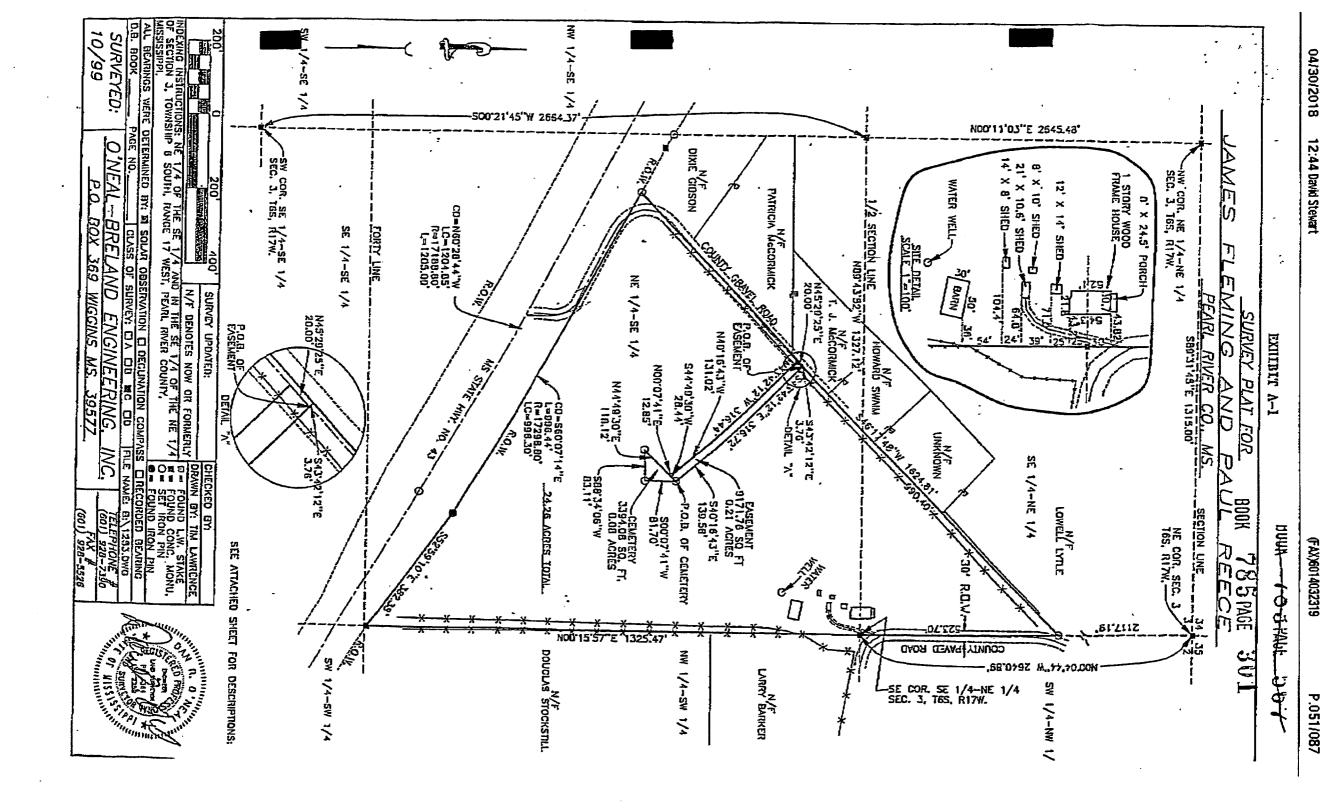
1935 - 1908 - 1908 - 1908

and voluntary act and deed of the Grantor on the day and in the year therein mentioned. ncknowledge that the above and foregoing instrument was signed and delivered as the free undersigned authority in and for the jurisdiction aforesaid, C. MARK SUMMERS, who DAY PERSONALLY CAME AND APPEARED BEFORE ME, the

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14

day of January , 2002.

MY COMMISSION EXPITES:
MY COMMISSION EXPITES MAY 23 2004
BONDED THEU STEGLIN NOTARY PUBLIC
BONDED THEU STEGLIN NOTARY SERVICE
BONDED THE SERVICE
BONDED THE



N 785 PAGE 302

EXHIBIT A-2

100K 783 MICE 566

West, Pearl River County, Mississippi. beginning, this parcel containing 12.561 acres, more or less, and being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 257.02 feet; thence North 43 degrees 42 minutes 13 seconds West 301.33 feet to a point on the East margin of McCormick Lane; thence North 45 degrees 49 minutes East along said margin 20.0 feet; thence leaving lane South 43 degrees 42 minutes 13 seconds East 301.54 feet; thence North 46 degrees 17 minutes 48 seconds East 361.52 feet; thence South 49 degrees 05 minutes 38 seconds East 307.41 feet, more or less, to the point of heritains. Highway No. 43, point located in a curve; thence along said curve to the left an arc distance of 826.94 feet (CD=N 60 degrees 25 minutes 14 seconds West 826.85 feet) thence leaving highway North 44 degrees 55 minutes East more or less, along the East margin of McCormick Lane 261.0 feet; thence leaving lane South 60 degrees 07 minutes 14 seconds East 305.56 feet; thence North 46 degrees 17 minutes 48 seconds East degrees 04 minutes 05 seconds West 74.20 feet; thence South 31 degrees 10 minutes 49 seconds West 288.02 feet, more or less, to a point on the North margin of Mississippi feet) to a point on the North right of way of Mississippi Highway No. 43; (SW corner of Paul Reese tract) thence North 51 degrees West along said margin 60.0 feet (SE corner Fleming tract) thence leaving highway and along a curve to the left having a radius of 243.52 feet an arc distance of 155.77 feet (CD = N 18 degrees 31 minutes 30 seconds East 153.13 feet) thence North 00 degrees 12 minutes East 169.43 feet; thence North 59 to the P.C. of a curve to the right having a radius of 303.52 feet; thence along said curve an arc distance of 194.15 feet (CD = S 18 degrees 31 minutes 30 seconds West 190.85 thence South 00 degrees 15 minutes 57 seconds West 750.86 feet; thence North 53 degrees 09 minutes West 186.96 feet; thence South 00 degrees 12 minutes West 5.0 feet of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 00 degrees 15 minutes 57 seconds West 343.79 feat for the point of beginning; Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence feet; thence North 53

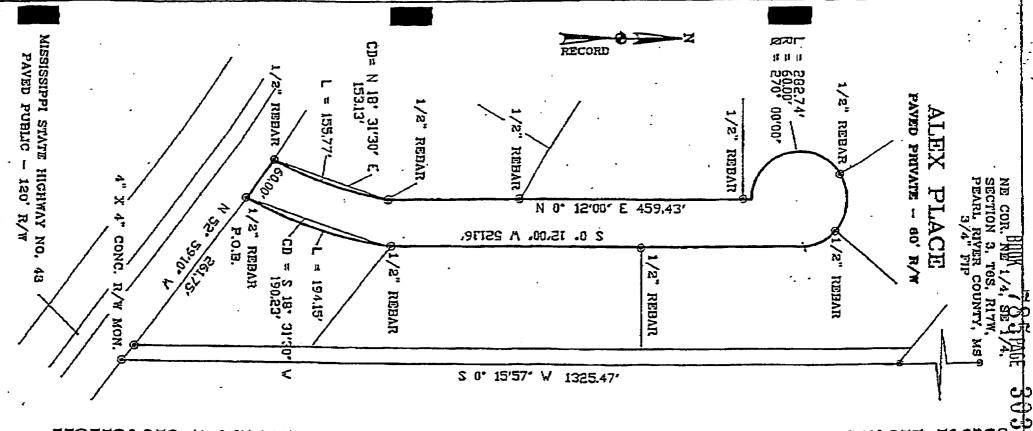
Mississippi, 12 seconds East of 320.48 feet to a point; thence South 40 degrees 16 minutes 43 seconds East a distance of 139.58 feet to the true Point of Beginning; thence South 00 degrees 07 minutes 41 seconds West a distance of 81.70 feet to a point; thence South 80 degrees 34 minutes 06 seconds West a distance of 83.11 feet to a point; thence North 44 degrees 49 minutes 30 seconds East a distance of 118.12 feet to the Point of Beginning; said parcel contains 3394.08 square feet or 0.08 acres, more or less, and is located in the NE 1/4 of the SE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, 48 seconds West a distance of 990.40 feet to a point; thence South 43 degrees 42 minutes of said Section 3 a distance of 523.70 feet to a point; thence South 46 degree 17 minutes 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 00 degrees 04 minutes 44 seconds West along the East boundary of the SE 1/4 of the NE 1/4 LESS AND EXCEPT: Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section

ALSO LESS AND EXCEPT: A non-exclusive, perpetual right-of-way easement for purpose of Ingress and egress on, over and across the following described real property, to-wit:

a distance of 990,40 feet to a point; thence South 43 degrees 42 minutes 12 seconds East a distance of 3.76 feet to a point located on the center of a small gravel road for the true 70 feet to a point; thence South 43 degrees 42 minutes 12 seconds East a distance of 136.72 feet to a point; thence South 40 degrees 40 minutes 13 seconds East a distance of 139.58 feet to a point; thence South 44 degrees 49 minutes 30 seconds West a distance of 12.85 feet to a point; thence North 40 degrees 97 minutes 41 seconds East a distance of 131.02 feet to a point; thence North 40 degrees 16 minutes 41 seconds West a distance of 316.44 feet to a point; thence North 43 degrees 16 minutes 43 seconds West a distance of 316.44 feet to a point located in the center of said small gravel road; thence North 45 degrees 29 minutes 25 seconds East along the center of said small gravel road a distance of 20.00 feet to the Point of Beginning; said parcel contains 9171.76 square feet or 0.21 south, Range 17 West, Pearl River County, Mississippl. seconds West along the East boundary of the SE 1/4 of the NE 1/4 of said Section 3 a distance of 523,70 feet to a point; thence South 46 degrees 17 minutes 48 seconds West Renge 17 West, Pearl River County, Mississippl; thence North 00 degree 04 minutes 44 Commence at the SE comer or the SE 1/4 of the NE 1/4 of Section 3,

EXILIDIT

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CERTIFICATE: This is to certify that I have made a survey of the following described property and that said survey is true and correct to the best of my knowledge and belief.

containing 1.15
a part of the N
the Southeast of DESCRIPTION: River seld point Jance ti thence along a curve having are distance 194.16 feet (chord South 18 degrees 31 minutes 30 rends West 190.85 feet) to the int of beginning. This parcel onds East 459.43 fronds East 459.43 fronds East 459.43 fronds the margin of the feet to the east 459.44 fronds thence along the fourth 00 degraph South ğ 77 feet (chord toss 31 minutes 153.13 feet) to ce along said with 00 degrees 12 north margin of Ms. Hwy. having egrees 59 r 60,00 feet to loaving s paved public 261,75 County. 3, 15, 00, 11, point of mar corner of the Norther of the Southeast Quarter 1 3, Township 6 South, West, Pearl River County t being a 3/4" pipe; auth 00 degrees 16 mergin N he Northeast Quaset Quarter of Sec. Range 17 West, y. Mississippi, along 59 m seconds West 9 Commencing at the er of the Northeast arc minules sald O degrees 15 onds West 1325,47 and curve re distance to a 1/2" rebands beginning; then said margin No linutes 10 secon to a 1/2" rebal west margin
12 minutes 00
43 feet; thence east margin North 9770 မ္ပ es and being at Quarter of Section West, pearl seconds cul-de-sac g; thence
g; thence
rgin North
seconds
rebar; County 0 0 rebar 2 No.

NOTE: All bearings shown on this plat were based on the record bearing of the original survey by O'Neal-Breland Engineering, Inc.

NOTE: This property is located within Zone X (areas determined to be outside the 500 year flood plain) as per Flood Hazard Map Community Panel No. 28108C0255D, effective May 17, 1990.

REFERENCE MATERIAL:

- (1) 24.88 sores survey for James Fleming & Paul Reece by O'Neal-Breland Engineering Inc. dated 10/99.
- (2) 2.00 acre survey for James Flaming & Paul Reece by Frank Dunaway dated May 30, 2000.
 (3) 12.481 acre survey for James Flaming and Paul Reece by Frank Dunaway dated June 1, 2001.

III: Curve data not evallable on util portion of GO' road due to sufficient and improper data on regs by Frank Dunaway. Road arings were established by Frank inaway nurveys (excluding

• SIP - Found (an Ilated)

BOBBY J. YEANOS 12/01 KELLY, R.P.L.S. FOR: HATTAVAY ENGINEERING P.O. BOX 1024 PICAYUNE, MISSISSIPPI GIVAU 100 PRIVATE 1201: HATTAWAY CLASS "B" 2410 ROAD 39466 INC. ALIEX 010~01A PLACE BUNYES

A COMMERCIAL arthrim MOVE SUBSTATE ON UND AMARA SANTA TRABA TARINNEE FOR ALEX PLACE BUBDIVISION TOWNER HOURAINSTRA P.03

Commercial. dna svozdďe subdivision Development. of Fearl River County, Misqissippi, livision and variance for Nex Place Subdivision a iams on this day to be considered & Single 30 of the matter to

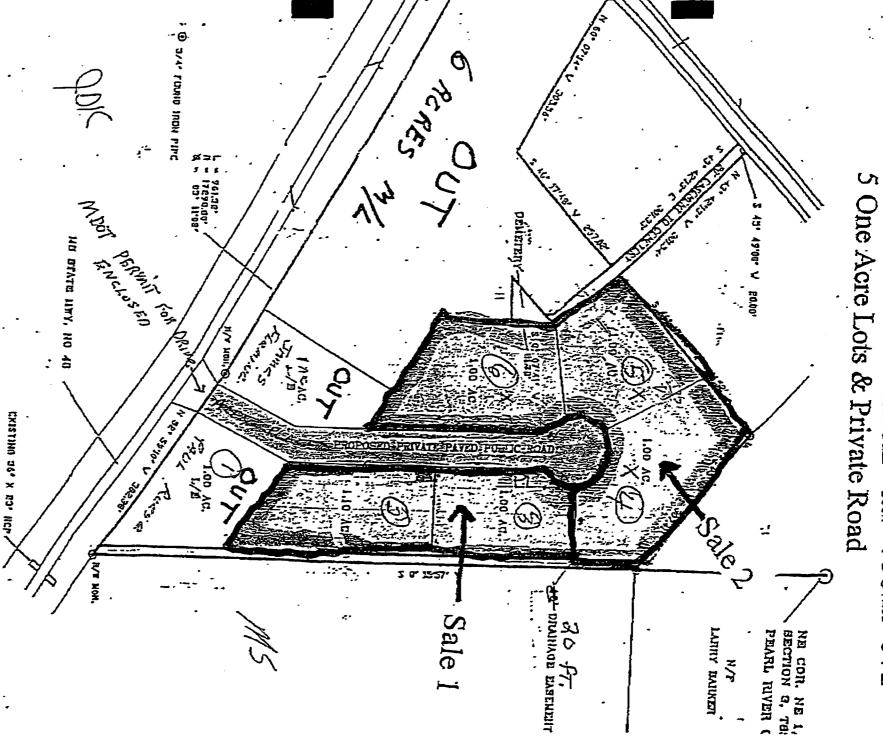
Skockstill' nodn ption made by Larry Davis and seconded by Troy the following order was adopted, to-wit;

unto Highway 45. restrictiv has agreed installed it through a He has agreed that he will appist the County in straightening the existing a installed roadway ac standards Surwayard relocation of approve proper the Co of his portion of property into cheme De It comp. jointly owned roadway, sixty and' that oadway along elves and in compliance with Health Department for Joint use but will be located, within the one acre and buteson the "dirt work" for the jance. to join in the granting of the easement. unty an easement for drainage along the Eastern Twenty y Sommers to County standards. He has egreed to variance request from Mr. Summers irdered by the Pearl River property and adjusting covenants Elio **က** with the Health Department' o commercial/business use only and that all uses will the eximing rondway. HOOL rear lots will not have 9 County will preform the apphalt portion of Elie wide rondway accessing the property will the property that will restrict the use of weatern portion five one seumo Aquedond roadway in compliance with County County Board, of Supervisors acro feet in width fronting on O Ha lote with access to each for subdividing the Guidelines. water/sewer the property along He'shall place Standards, aburr The 9 0

wothing axe. Orthered and adopted, Anchony Hales, Lhrry Davis, Robert Troy Stockstill; this the 13th day of November, 2001 Thigpen and

voting NAY: None.







STATE OF INSSISSIPPI PEARL RIVER CO. I CERTIFY THE HISTRUMENT INSTITUTE AND RECURDED

MULIES HY HARD & SEAL WEIGHT 2002 JAN 1 4 On 10 11 (1) 11

PM 2: 56

GUIF Picayune, MS 39466 (601) 749-4778 Tel. **RETURN TO: 2208 Hwy 11 N.** Title Company,

BOOK 783 PAGE ري در: حر:

CHANCERY CLERK

DECLARATION OF PROTECTIVE COVENANTS FOR ALEX PLACE SUBDIVISION

THIS DECLARATION made, executed, and declared upon the date hereinafter set

forth by MARK SUMMERS, the owner of ALEX PLACE SUBDIVISION, as per

official map or plat on file in the office of the Chancery Clerk of Pearl River County,

Mississippi:

PURPOSE

insure the same advantages to the other site owners. Anything tending to detract from the attractive commercial purposes only, to prevent nuisances, to prevent the impairment of specialized commercial character of the subdivision; and d) the use of the property for adequate and properly designed means of ingress and ogress; and c) discourage any covenants which apply within this Subdivision are designed to a) encourage the formation and continuance of a compatible environment for highway oriented uses; b) insure attractiveness and value of the property for commercial purposes will not be permitted. no greater restriction upon the free and undisturbed use of his site than is necessary to thereby to secure to each site owner the full benefit and enjoyment of this business with the attractiveness of the property, to maintain the desired tone of the community, and encroachment by industrial, residential or other uses capable of adversely affecting the The purpose of these restrictions is to create a Highway Commercial Subdivision. The

DECLARATION

claiming any right, title, or interest in said land, and all persons claiming under them, tocovenants to run with all of the land, and shall be binding on all parties and all persons parcels thercof may be put, hereby specifying that said declarations shall constitute the following declarations as to limitations, restrictions, and uses to which the land and/or We the undersigned fee owners of the hereinabove described real property, hereby make

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

potable water to any building or structure, except for the purpose of irrigation, and in no event shall there be a physical connection between any such source may be drilled or otherwise constructed on any lot for the purpose or supplying served by a community, central water supply systems, no private water supply approved by the appropriate governing authority. Whenever a subdivision is No building permit shall be issued before the sewage and water systems are and any element of the community, central water supply system.

P.033/073

BOOK 783 PAGE 558

- Ы right of way, Construction of any nature is prohibited in county drainage casement or streets
- 'n Lots may not be used for the storage of trash or junk or abandoned vehicles
- 4 inundation, flood zones A, shall be indicated. The minimum finished floor elevation required in areas subject to periodic
- Ċ and Chancery Clerk for Pearl River County. No lot may be further subdivided without approval of the Board of Supervisors
- 9 Driveways on corner lots shall not be located any closer than (60') sixty feet comer of the property where the said two streets right of ways intersect. from a comer of said property closest to the intersection as measured from the
- 7. All lots shall be used for commercial purposes
- œ No lot shall be divided into smaller parcels except to provide a larger building site. The minimum size for any lot on which a building may be constructed shall be on (1) acre.
- છ plot plan showing the location of such building or improvement have been then the Property Owners Association (POA) will assume this duty. any building lot in this development until the building plans, specifications, and approved in writing by the Developer, Mark Summers, until all lots are sold, No building or improvement of any type shall be erected, place or altered on
- Ö, improvement, whether caused by defective material or defective workmanship. accountable or liable for the technical design or structural integrity of any The Developer, Mark Summers, shall monitor all construction to see these foundation, wall, roof or any component of any structure or other Covenants, Conditions, and Restrictions are complied with; however, he is not
- = building material, and according to conventional methods of constructions, using conventional materials and must be completed within six (6) months from the date construction is commenced All buildings constructed on any lot shall be constructed of generally accepted
- 12. temporary business. or other out building), shall be used on any lot, at any time as a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, barn, No structure of a temporary character, (including but not limited to a
- ü No structure shall be constructed or placed nearer than forty (40) feet from the boundary and ten (10) feet from the side and rear boundary front boundary line and twenty-five (25) feet from the side and rear boundary No signs shall be placed nearer that fifteen (15) feet from the front
- 14. accordance with the Mississippi State Board of Health regulations Individual sewage disposal systems (septic tanks) shall be installed in
- 5 nuisance to the public nor shall anything be done thereon which may be or become an annoyance or No noxious, immoral, illegal or offensive activity shall be conducted on any lot
- 5 Owner shall pay the Developer and/or the P.O.A. (whichever is applicable), not less than \$100.00 for each cutting of their lot up to twelve (12) cuttings per the P.O.A. reserves and shall have the right to cut the grass for which the lot maintain a clean and sightly appearance within Alex Place. The Developer and Property owners shall maintain their lots by periodle mowing of the grass to

BOOK 783PAGE 559

year. The lot owner agrees to pay for the grass cutting within ten (10) days of of collection will constitute a lien against their lot until paid that any unpaid charges together with all the attorney fees and reasonable cost receipt of statement rendered by the Developer and/or the P.O.A. and agrees

- 7. be kept in a clean and sanitary condition. containers. All equipment used for the storage or disposal of such material shall All garbage, trash or other waste of any kind shall be kept in sanilary
- **7**8 such vehicles and parts thereof, scrap building material, scrap equipment, old not limited to abandoned or dilapidated automobiles, trucks, tractors, and other whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but No lot shall be used for the storage of or maintained as a dumping ground for glass, old iron, machinery, rugs, paper, beds or bedding and old tires. washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason
- 19. No large animals, livestock, goats, swinc, or poultry shall be bred, kept or raised on any lot.
- 20. and lot owner shall be jointly and severally liable for adherence to this contractor covenant. a portable outdoor toilet on the lot during the construction period,. The All contractors must keep all lots free from trash and debris and must maintain
- 21. occurrence. 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 In the event a building or appurtenant structure is damaged or destroyed by fire
- 22. the developer to supply such services. and one half (7%) feet in width along the side boundary lines of all lots for the utility company may desire to serve said lots with no obligation on the part of drainage. This reservation of such utilities as and when any public or private installation and maintenance of utilities, fire protection, beautification and Purposed of installation and maintenance of utilities and for drainage. Developer reserves unto itself, its successors and assigns an easement or right of Additionally, easements reserved on the recorded plats shall be reserved for Way fifteen (15) fect in width along the rear and street boundary lines and seven

23. Property Owners Association:

- <u>а</u> plans submitted by Lot Owners for all improvements in Alex Place and to give written approval or disapproval. The POA may enforce these Purpose: The Alex Place Property Owners' Association, Inc. shall review
- ट shall be only one (1) vote per lot. Membership: By acceptance of the deed to property located in Alex Place, the lot owner becomes a member of Alex Place Properly Owners Association. The ownership of each lot shall have one (1) vote but there
- 5 Formation of Alex Place Property Owner's Association; An annual meeting to be held on January 15, 2003 at which time election of officers, by-law, fees and assessments, etc. shall be addressed.
- جو Fees and Assessments; To be established at Annual Meeting
- 24 the date hereof and shall be automatically extended for successive periods of ten These covenants shall remain in full force and effect for twenty (20) years from

- (10) years thereafter unless, prior to any renewal date an instrument signed by not less than 2/3 of the Lot Owners is filed for record in the Office of the Chancery these covenants, conditions and restriction. Clerk of Pearl River County, Mississippi, altering, amending, or terminating
- 25. Invalidation of any covenant by judgement or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.

Agreed and Accepted by:

MARK SUMMERS

FLEMING

AUL S. REESE

BANKFILUS

Witnessed this the 14 day of January

2002.

My Commission Expires:

V. THETHY

..... BOOK... 783 PAGE 561

West, Pearl River County, Mississippi. on the East margin of McCormick Lane; thence North 45 degrees 49 minutes East along said margin 20.0 feet; thence leaving lane South 43 degrees 42 minutes 13 seconds East 301.54 feet; thence North 46 degrees 17 minutes 48 seconds East 361.52 feet; thence South 49 degrees 05 minutes 38 seconds East 307.41 feet, more or less, to the point of beginning, this parcel containing 12.561 acres, more or less, and being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 degrees 04 minutes 05 seconds West 74.28 feet; thence South 31 degrees 10 minutes 49 seconds West 288.02 feet, more or less, to a point on the North margin of Mississippi Highway No. 43, point located in a curve; thence along said curve to the left an arc distance of 826.94 feet (CD=N 60 degrees 25 minutes 14 seconds West 826.85 feet) thence leaving highway North 44 degrees 55 minutes East more or less, along the East margin of McCormick Lane 261.0 feet; thence leaving lane South 60 degrees 07 minutes 14 seconds East 305.56 feet; thence North 46 degrees 17 minutes 48 seconds East 257.02 feet; thence North 43 degrees 42 minutes 13 seconds West 301.33 feet to a point degrees 09 minutes West 186.96 feet; thence South 00 degrees 12 minutes West 5.0 feet to the P.C. of a curve to the right having a radius of 303.52 feet; thence along said curve an arc distance of 194.15 feet (CD = S 10 degrees 31 minutes 30 seconds West 190.85 feet) to a point on the North right of way of Mississippi Highway No. 43; (SW corner of 243.52 feet an arc distance of 155.77 feet (CD = N 18 degrees 31 minutes 30 seconds East 153.13 feet) thence North 00 degrees 12 minutes East 169.43 feet; thence North 59 Paul Reese tract) thence North 51 degrees West along said margin 60.0 feet (SE corner Fleming tract) thence leaving highway and along a curve to the left having a radius of thence South 00 degrees 15 minutes 57 seconds West 750.86 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippl; thence South 00 degrees 15 minutes 57 seconds West 343.79 feet for the point of beginning; Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippl; thence feet; thence North 53

48 seconds West a distance of 990.40 feet to a point; thence South 43 degrees 42 minutes 12 seconds East of 320.48 feet to a point; thence South 40 degrees 16 minutes 43 seconds East a distance of 139.58 feet to the true Point of Beginning; thence South 00 degrees 07 minutes 41 seconds West a distance of 81.70 feet to a point; thence South 80 degrees 34 minutes 06 seconds West a distance of 83.11 feet to a point; thence North 44 degrees 49 minutes 30 seconds East a distance of 118.12 feet to the Point of Beginning; said parcel contains 3394.08 square feet or 0.08 acres, more or less, and is located in the NE 1/4 of the SE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County. degrees 04 minutes 44 seconds West along the East boundary of the SE 1/4 of the NE of said Section 3 a distance of 523.70 feet to a point; thence South 46 degree 17 minu LESS AND EXCEPT: Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 00

ALSO LESS AND EXCEPT: A non-exclusive, perpetual right-of-way easement for purpose of ingress and egress on, over and across the following described real property, to-wit:

a distance of 3.76 feet to a point located on the center of a small gravel road for the true Point of Beginning; thence South 43 degrees 42 minutes 12 seconds East a distance of 316.72 feet to a point; thence South 40 degrees 16 minutes 43 seconds East a distance of 139.58 feet to a point; thence South 44 degrees 9 minutes 30 seconds West a distance of 12.85 feet to a point; thence North 00 degrees 07 minutes 41 seconds West a distance of 131.02 feet to a point; thence North 40 degrees 16 minutes 43 seconds West a distance of 316.44 feet to a point; thence North 43 degrees 16 minutes 12 seconds West a distance of 316.44 feet to a point located in the center of said small gravel road; thence North 45 degrees 29 minutes 25 seconds East along the center of said small gravel road a distance of 20.00 feet to the Point of Beginning; said parcel contains 9:71.76 square feet or 0.21 acres, more or less, and is located in the NE 1/4 of the SE 1/4 of Section 3, Township 6 a distance of 990.40 feet to a point; thence South 43 degrees 42 minutes 12 seconds Commence at the SE corner or the SE 1/4 of the NE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 00 degree 04 minutes 44 seconds West along the East boundary of the SE 1/4 of the NE 1/4 of said Section 3 a distance of 523.70 feet to a point; thence South 46 degrees 17 minutes 48 seconds West South, Range 17 West, Pearl River County, Mississippi.

Township 6 South, Range of the Southeast Quarter s 17 West, Pearl River

legrees 48 minutes West point located o 9 West 2 816.94 G.94 fact; 210.0 feet for he West margin o r the

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ro distance of 165.77 point located on the seconds along 97 feet 153.13') e North margin prag Habt 104.93 nigrou

minutes 05 seconds West 28.0 .O feet)

Reginning, this parcel c Ceet

12 minutes West 1,094.44 South, Range minutes We distance of nds E, Dist minutes Wost P.C. of . West: þ nt along sold margin of a rurve to the left West, Footh River 194,15.8a6t.(230.82 fact to a Toot 9

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OF INTERPORTED TO THE PROPERTY OF INTERPORTED TO THE PROPERTY

Gull Title Company, Inc RETURN TO: 2208 Hwy 11 N. RETURN MS 39466

AINTENANCE AGREEMPIGAYUNE, MS 39466

untileREAS, G. Mark Sur that certain parcel of land duscill hereof, and charges 2002 JAN 111 where it is it is the owner of smanack, horein referred to as "SELLER", is the owner of is the inferred and made a part

exact description of the roadway being described on Exhibit "B", the owners of the property adjacent to and immediately West and North of PAINTER'S property, said property being hereinafter referred to as "BUYER" described in Exhibit "B" attached hereto and made a part hereof; and WHEREAS, Seller desires to convey a parcel of land to prospective Owners , a portion of the property described in Exhibit A, the

of Supervisors of Pearl River County, Mississippi, in granting permits for development of the property in Exhibit A for construction and increase of the tax basis for the County of WHEREAS, the roadway shall be conveyed to as many Buyers as is necessary to sale all the property is Exhibit A, those certain Buyers that have been identified having joined Pearl River; the property in Exhibit A is unknown at this time but the Seller desires to induce the Board Buyers based on frontage of the property described in Exhibit B; that the exact portion of herein, that the Seller will not sale any parcel of land less than one acre in size; that a percentage interest in the land described in Exhibit B shall be conveyed to the prospective

and seplic can be placed on the properties to be divided by Seller, a copy of which is roadway as described in Exhibit B and the initial division of the property, a copy of which is described and shown of the survey attached hereto as Exhibit "D"; and attached hereto as Exhibit "C"; that Seller has also obtained a survey describing the joint County Health Department that the property can be divided and sold and that a private well WHEREAS, Seller has obtained permission and preliminary approval from the

hereof, they shall agree to the terms and conditions contained herein; and maintenance agreement at the time of the purchase of the property and that upon execution WHEREAS, the Seller shall have future Buyers of the property in Exhibit A sign this

contained herein, the parties hereto agree as follows: NOW THEREFORE, for and in consideration of mutual benefits and promises

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the exception of installation of water and sewer lines; that the ownership of the roadway Buyer shall maintain the roadway at the Buyer's expense on said percentage basis; and described in Exhibit B shall be transferred to the Buyer on a percentage basis and that the property described in Exhibit B to the standards and requirements of the County Code with The Seller acknowledges and represents that he shall install a roadway on the

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That the County Code requires that each parcel of land shall meet certain requirements in size and that each parcel of land shall have access and abult a public roadway; that the property described herein in Exhibit B is 60 feet wide on the public road known and identified as MS Hwy 43; that said 60 feet is in excess of the frontage necessary

BOOK 783 PAGE 573

that all lots will exceed one (1) acre of land or more); and to meet the County Code requirements; that having said frontage meets the requirements of the County; that no property shall be granted a building permit until it is shown that the property divided is in excess of the minimum amount of square footage (it being believed

III.

That each Buyer will pay a monthly or annual fee into a joint account for the future maintenance of the roadway constructed by the Sciler and that said fee shall be apportioned to a 1/7th per each Lot sold; and

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further requirements of maintenance of the roadway and private driveway on the property described in Exhibit B; and River, the Board of Supervisors, the City (if annexed) and any and all other parties from B to the public roadway shall and do hereby release and hold harmless the County of Pearl further access requirements, the parties having access on the property described in Exhibit That for and in consideration of the County's issuance of building permits without

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use of large trucks or otherwise, said Buyer shall bear the sole costs of repairs of the roadway; such repairs shall be done to bring the roadway back to County standards; and That in the event that a single Buyer should damage the roadway on Exhibit B by the

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maintenance until such warranty period is complete; and to the County; that after approval of said roadway, the County may require a warranty period before the County accepts future maintenance and that the Buyers shall continue such at that time shall be installed by the Buyers at the Buyer's sole expense and at no expense for maintenance in the future, that the roadway, water, sewer and other code requirements That in the event that all of the Buyers desire to dedicate the roadway to the County

VII.

and assessments; and such execution on unpaid fees shall be collected in the same manner as condominium dues each Buyer and shall have priority of lien from the time of acceptance of this agreement; that Buyer's property for collection of the fee; that such assessment shall run with the land of the remaining Buyers who have paid their fees may execute on the property of the unpaid by Buyer is such an important part of the continued maintenance of the roadway that all Buyers of a portion of the property in Exhibit A and therefore the Buyers agree that such fees as assessed shall be a lien on their individual property if such fee is not paid and that That the payment of the fees for such improvements and maintenance of the roadway

BOOK 783PAGE 574

in and accepts the proposed change, alteration and/or additions of the Buyers; and effective on the whole property including Exhibits A & B; the Buyers agree that no change or alteration herein shall be binding or effective against the County unless the County joins Exhibit A desire to change and alter this agreement, such change and alteration shall be described in Exhibit A; in the event that two thirds (2/3) of the Buyers of a portion of maintenance is necessary and if two thirds (2/3) of the Buyers desire to use a portion of the fees collected or set a special assessment, such decision shall be effective on all property In the event that the Buyers of the property in Exhibit B should decide that preventive

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agreement shall not expire; and and the importance that said Exhibit B plays to the accessability to the lots in Exhibit A, this successors and assigns in title, at all times and because of the joint ownership of Exhibit B This agreement shall be binding on the parties hereto and on their successors in title and this agreement will "run with the land" and shall be binding on the Buyers, their

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any claim or liability arising out of the maintenance of the roadway to be constructed by portion of Exhibit A & B agree to "hold harmless" the County, or City (if annexed), from Buyers and the parties effected by this agreement and any present or future owner of a That while the County Code allows the parties to divide the property described in Exhibit B to provide ownership of a portion of Exhibit A to the public road, the Seller and Buyer agree that the County has accepted this agreement as requirement on the Buyers for Seller on Exhibit B future maintenance of the roadway for the future issuance of building permits to Seller and

ENTERED INTO AND AGREED on this the 14th day of January

BUYERS IDENTIFIED

C. MARK STIMMEDS SETTED

ANIES E. FLEMING, BUYER

MAKYE, FLEMING, BUYER

PAUL S. REESE, BUYER

STACY & REESE, BUYER

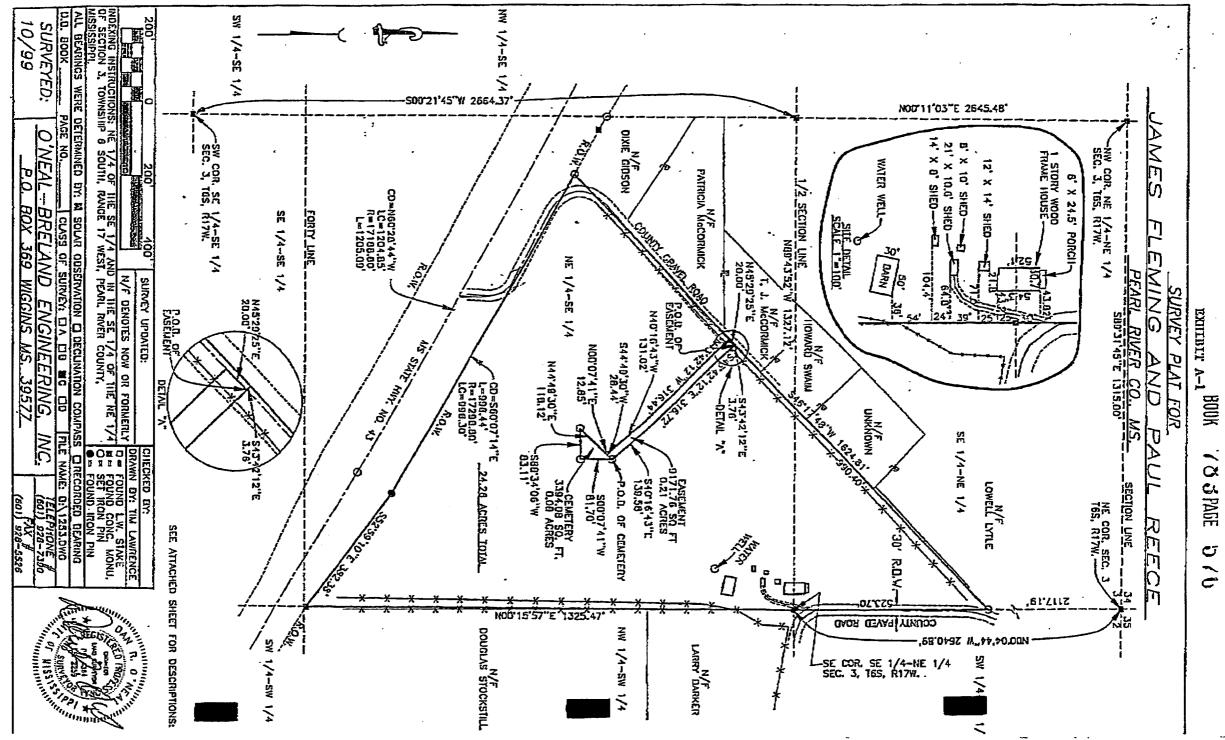
BOOK 783 PAGE 575

and voluntary act and deed of the Grantor on the day and in the year therein mentioned. acknowledge that the above and foregoing instrument was signed and delivered as the free undersigned authority in and for the jurisdiction aforesaid, C. MARK SUMMERS, who THIS DAY PERSONALLY CAME, AND APPEARED BEFORE ME, the

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14ch

day of January 2002

19 Commission Expires:
Mississippi Statewille Notary Publi Mysissippi Statewille Notary 23, 20 BONDED THRU STITCALL NOTARY 23, 20



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(FAX)6014032319

04/30/2018

12:49 David Stewart

P.075/087

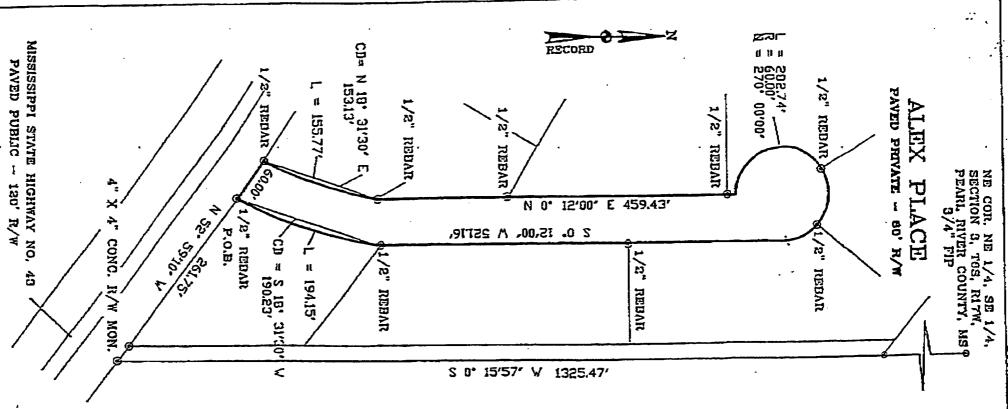
to the P.C. of a curve to the right having a radius of 303.52 feet; thence along said curve an arc distance of 194.15 feet (CD = S 18 degrees 31 minutes 30 seconds West 190.85 feet) to a point on the North right of way of Mississippi Highway No. 43; (SW corner of Paul Reese tract) thence North 51 degrees West along said margin 60.0 feet (SE corner Fleming tract) thence leaving highway and along a curve to the left having a radius of 243.52 feet an arc distance of 155.77 feet (CD = N 18 degrees 31 minutes 30 seconds East 153.13 feet) thence North 00 degrees 12 minutes East 169.43 feet; thence North 59 degrees 04 minutes 05 seconds West 74.28 feet; thence South 31 degrees 10 minutes 49 seconds West 288.02 feet, more or less, to a point on the North margin of Mississippi Highway No. 43, point located in a curve; thence along said curve to the left an arc distance of 826.94 feet (CD=N 60 degrees 25 minutes 14 seconds West 826.85 feet) thence leaving highway North 44 degrees 55 minutes East more or less, along the East West, Pearl River County, Mississippi. beginning, this parcel containing 12.561 acres, more or less, and being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 267.02 feet; thence North 43 degrees 42 minutes 13 seconds West 301.33 feet to a point on the East margin of McCormick Lane; thence North 45 degrees 49 minutes East along said margin 20.0 feet; thence leaving lane South 43 degrees 42 minutes 13 seconds East 301.54 feet; thence North 46 degrees 17 minutes 48 seconds East 361.52 feet; thence South 49 degrees 05 minutes 38 seconds East 307.41 feet, more or less, to the point of margin of McCormick Lane 261.0 feet; thence leaving lane South 60 degrees 07 minutes 14 seconds East 305.56 feet; thence North 46 degrees 17 minutes 48 seconds East degrees 09 minutes West 186.96 feat; thence South 00 degrees 12 minutes West 5.0 fee of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 00 degrees 15 minutes 57 seconds West 343.79 feet for the point of beginning; thence South 00 degrees 15 minutes 57 seconds West 750.86 feet; thence North 53 Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter

LESS AND EXCEPT: Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 00 degrees 04 minutes 44 seconds West along the East boundary of the SE 1/4 of the NE 1/4 of said Section 3 a distance of 523.70 feet to a point; thence South 46 degree 17 minutes 12 seconds West a distance of 990.40 feet to a point; thence South 43 degrees 42 minutes 12 seconds East of 320.48 feet to a point; thence South 40 degrees 16 minutes 43 seconds East a distance of 139.58 feet to the true Point of Beginning; thence South 00 degrees 07 minutes 41 seconds West a distance of 81.70 feet to a point; thence South 80 degrees 49 minutes 06 seconds West a distance of 83.11 feet to a point; thence North 44 said parcel contains 3394.08 square feet or 0.08 acres, more or less, and is located in the Nicolectors.

ALSO LESS AND EXCEPT: A non-exclusive, perpetual right-of-way easement for purpose of ingress and egress on, over and across the following described real property, to-wit:

of 28.44 feet to a point; thence North 00 degrees 07 minutes 41 seconds East a distance of 12.85 feet to a point; thence North 40 degrees 16 minutes 43 seconds West a distance of 131.02 feet to a point; thence North 43 degrees 42 minutes 12 seconds West a distance of 131.02 feet to a point; thence North 43 degrees 42 minutes 12 seconds West a distance of 316.44 feet to a point located in the center of said small gravel road; thence North 45 degrees 29 minutes 25 seconds East along the center of said small gravel road a distance of 20.00 feet to the Point of Beginning; said parcel contains 9171.76 square feet or 0.21 acres, more or less, and is located in the NE 1/4 of the SE 1/4 of Section 3, Township 6 of 139.58 feet to a point; thence South 44 degrees 49 minutes 30 seconds West a distance a distance of 3.76 feet to a point located on the center of a small gravel road for the true Point of Beginning; thence South 43 degrees 42 minutes 12 seconds East a distance of 316.72 feet to a point; thence South 40 degrees 16 minutes 43 seconds East a distance Range 17 West, Pearl River County, Mississippl; thence North 00 degree 04 minutes 44 seconds West along the East boundary of the SE 1/4 of the NE 1/4 of said Section 3 additional of 523.70 feet to a point; thence South 46 degrees 17 minutes 48 seconds West a distance of 990.40 feet to a point; thence South 43 degrees 42 minutes 12 seconds Eas Commence at the SE comer or the SE 1/4 of the NE 1/4 of Section 3, Township 6 South Range 17 West, Pearl River County, Mississippi. North 45

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CERTIFICATE: This is to cortify that I have made a survey of the following described property and that said survey is true and correct to the best of my knowledge and bellef. and th

DESCRIPTION: Northeast cor Quarter of th Runge 17 West 281.75 feet to a 1/ for the point of beginnl continuing along said m 52 degrees 50 minutes 1 West 60.00 feet to a 1/2 thence leaving said man minutes a part of the Northeast Quarter of the Southeast Quarter of Section 3, township, Range 17 West, pearl River County, Mississippi. 166.77 hence South 00 degree long the margin of a cul-202,74 feet having a radius 30.00 feet to the east mar raid road; thence along sa margin South 00 degrees 1 minutes 00 seconds West 5 minutes 00 seconds West 5 det; thence along a curve a are distance 104.15 feet seconds West 180.85 feet) to point of beginning. This reconda Ad 74 JSD.M. ees 31 minutes
153.13 feet paved public said marris having 8 00 degrees 12 minut a East 460.43 feet; the margin of a cul-feet having a radius 200 margin West, Pearl I orner of the Northeast the Southeast Quarter 3, Township 8 South. secon g sold west n of ald margin along and curve of a re distance of degrees 15 ds West 1325.47 e road; the monument on of Ms. Hwy. No. road; thence teet (chord 31 minutes 30 feet) to the 30 10 seconds a 1/2" reba sinning; then nning; thence mergin North
28 10 seconds
1/2" rebar; River e cul-de-sac margin of ag said pipe: Bpdoba rebar County rabar 6 8

NOTE: All bearings shown on the plat were based on the record bearing of the original survey to the present the property of the original survey to the property of the propert record

NOTE: This property is located within Zone X (areas determined to be outside the 500 year flood plain) as per Flood Hazard Map Community Panel No. 28109C0255D, effective May 17, 1990.

REFERENCE MATERIAL:

(1) 24.36 acres survey for J Fleming & Paul Reece by O'Neal-Dreland Engineering it dated 10/88.
(2) 2.00 acre survey for Jar Fleming & Paul Reece by Frong Duneway dated May 30, 2000 (3) 12.481 acre survey for J Fleming and Paul Reece by Duneway dated June 1, 2001. Inc. Jumes

led May 30. 2000. acro survey for James l Paul Reece by Frank ted June 1, 2001. Frank

Ulmon TLON Curve data not evallable on ortion of 80' road due to lent and improper data on by Frank Dungway, Road were established by Frank y surveys (excluding

37 Found (an listed)
Set 3/0" Nobar

12/01/01 120, FOR: P.O. DOX 1034
PICAYUNE, MISSISSIPPI מועאמ GO' PRIVATE F MATTAWAY ROAD CLASS "B" 30406 INC. **ALEX**

BURVE

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BOHBY J. SURVEY KELLY, R.P.L.S. 12011 NO, 2418 V10-69 PIACE

ORDEN TO APPROVE GUEDIVISION DRVEHOPMENT BOARU OF BUIEKVIBOKE Койма, миватванания, жими, としてはな 783 PAGE NOIBIVIDENB P.03 570

Commercial: jubdivision Development. of Pearl River County, Mississippi, Evision and variance for Alex Place Subdivision o on this day to be considered by the Board of the matter

Stocketill mi nodn puion made by Larry Davis and seconded by Troy E E following order was adopted, to-wit:

lots themselves and in compliance with Health Department roadway accessing the rear lots will not have water/sewer lines Teal installed ky sommers to County standards, . He has sgreed to grant Highway 43 r: Surraerxa dwoo ur eq the property for installed standards elocati the of his portio De It jointly owned roadway, sixty feet in width fronting on and that badway along the ded chat ion joint use but the "dirt work" for the roadway in compliance with County lance with the Health Department o to join in the granting of the easement. A:Jum h of property into five one ecro lots with variance request from Mr. summers for subdividing the irdered by the Pearl River County Board of Supervisors property and adjustning property owner covenants on the property that will restrict old. an engement commercial/business use only and that all uses will 60 foot wide zondway accessaing the property will be he will assist the County in straightening the the County weetern partion of the property be for drainage along the Bastern Twenty od ith Kampaox will preform the sephalt portion of located within the one acre Guidelines. along the roadway He'shall place access to each Standards. the use of

pao vokkng Axe. red and adopted, ony Hales, Larry Davie, Robert Thigpen and Stocketill; this the 13th day of November, 2001

Noting MAY: Mone.



