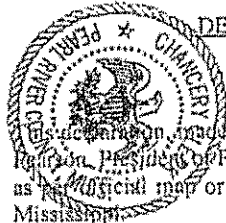


STATE OF MISSISSIPPI  
PEARL RIVER CO.  
I CERTIFY THE INSTRUMENT  
WAS FILED AND RECORDED

2002 MAR -8 PM 3:34

BOOK & PAGE FROM BELOW  
WITNESS MY HAND & SEAL



DECLARATION OF PROTECTIVE COVENANTS FOR  
MILL CREEK PLACE, PHASE III

... executed, and declared upon the date hereinafter set forth by Jonathan  
... President of Pearson Real Estate Services, Inc. the owner of Mill Creek Place, Phase III,  
as an 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 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.** The minimum finished floor elevation required in areas subject to periodic inundation, Flood Zone A, shall be indicated. No structures shall be built in wetlands or Zone A (100 year floodplain) as designated on the plat. Permits may be required for any activity in the wetlands.
- 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.

\*\*\*Articles 1 through 6 are enforceable by Pearl River County\*\*\*

- 7) **SINGLE FAMILY DWELLINGS.** All lots shall be used for single family residential purposes. Provided, however, developer and its agents and assigns shall have the right to use a lot as a temporary sales office for marketing and development purposes until the last phase of this development is completed and sold. Mobile homes that are 5 years or older must be approved by the architectural review committee.
- 8) **PROPERTY OWNERS ASSOCIATION "P.O.A."** A) Membership by acceptance of the deed to the property located in Mill Creek Place. The property owner becomes a member of the Mill Creek Place Property Owners Association. The property owners will form the association after 75% of the property has been sold. B) Purpose. To enforce the covenants and to maintain the entrance sign. Developer shall not be responsible for the enforcement of covenants. C) Annual Meeting. The first annual meeting of a "P.O.A." shall be held at 10:00 a.m., January 1, 2004. Future annual meeting dates, times, and location shall be determined at that time. For purposes of carrying on business of the "P.O.A." the owners of each property shall have one (1) vote per lot. One-third present of all lot owners shall constitute a quorum. A simple majority of fifty-one percent (51%) of those present shall be sufficient to pass on any matters of business before the association. D) Special Meetings. A simple majority of fifty-one percent (51%) of the property owners may call a special meeting of the "P.O.A." at any time by filing with the secretary of the "P.O.A." a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the special meeting must be sent to all property owners of record by certified mail, return receipt requested at least 15 days prior to the date of a meeting. For purposes of carrying on business of the "P.O.A."; the owner or owners of each lot shall have one (1) vote per lot. Two thirds (2/3) percent of all property owners shall constitute a quorum. A two thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the "P.O.A." E) Fees and Assessments. The annual assessment shall not exceed \$50.00 per year per lot through calendar year ending December 31, 2004, and thereafter the amount of the annual assessment shall be set by the "P.O.A." The annual assessment or the pro-rata part thereof shall be paid at the time of each property purchase. Thereafter, the annual assessment shall be due in advance on January 1 of each calendar year thereafter. All said property owners agree to pay said maintenance charges within thirty (30) days of receipt of statement rendered by the "P.O.A." and agree that any unpaid charges, together with attorney fees, and reasonable collection costs will constitute a lien against their property until paid.
- 9) **ARCHITECTURAL REVIEW COMMITTEE.** An Architectural Review Committee shall be appointed by the POA and shall monitor the compliance of the covenants, conditions and restrictions. However, the committee is not accountable or liable nor does it warrant the technical design or structural integrity of any foundation, wall, roof or any component of any house, mobile home or other improvement, whether caused by defective material or defective workmanship.
- 10) **SKIRTING.** Mobile Homes must have skirts and must be painted and cleaned. Skirting must be completed within 90 days from the date the mobile homes is moved onto the property. Failure to comply with this covenant shall result in the immediate removal of the mobile home from the property at the expense of the mobile home owner.
- 11) **COMMERCIAL USE.** Commercial or industrial use of any part of this property is prohibited.
- 12) **LENGTH OF CONSTRUCTION.** The building of any structures shall be completed within twelve (12) months from date of construction.
- 13) **FINISHED SURFACE.** No residential structure shall be covered with tar paper or sheeting board as the finished surface.
- 14) **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.

- 15) **FIREARMS.** No discharge of firearms permitted in subdivision.
- 16) **ANIMALS.** No swine, goats, chickens, livestock or dog kennels shall be permitted on this property.
- 17) **PUBLIC NUISANCE.** No noxious, immoral, illegal, or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision in which said lot is located.
- 18) **ONE HOUSE PER LOT.** This property may not be divided into tracts of less than one acre. Only one living unit per lot shall be allowed.
- 19) **LOT MAINTENANCE.** Each lot shall be kept in a clean and sightly condition. If grass exceeds one and one half (1 1/2) feet in height, developer shall have the right to cut this grass at the expense of the lot owner for the current market price for mowing.
- 20) **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.
- 21) **TREES.** No trees shall be cut without prior written approval of developer or Property Owners Association.
- 22) **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.
- 23) **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.
- 24) **NO TEMPORARY DWELLINGS.** No structure of a temporary character (including but not limited to a recreational vehicle, trailer, basement, tent, shack, garage, barn or other out building) shall be used on any property, at any time as either a temporary or permanent residence.
- 25) **REAR PLACEMENT OF OUT BUILDINGS.** Any separate structure such as equipment sheds, animal shelters, greenhouses or storage buildings must be placed to the rear of the dwelling. Such structures shall not be constructed or used until the dwelling on the property is completed or under construction.
- 26) **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.
- 27) **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.

WITNESS the signature of PEARSON REAL ESTATE SERVICE INC., a Mississippi Corporation upon this the 22 day of February, A.D., 2002.

PEARSON REAL ESTATE SERVICE INC., a Mississippi Corporation

BY: [Signature]  
Jonathan Pearson, President

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

PERSONNALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JONATHAN PEARSON, who acknowledged to me that he is the President of PEARSON REAL ESTATE SERVICE INC., a Mississippi Corporation, and as its act and deed, he signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 22 day of February, A.D., 2002.

[Signature]  
NOTARY PUBLIC

My Commission Expires: Notary Public State of Mississippi At Large  
By Commission Expires January 28, 2003  
Bonded Thru Hickson, Brooks & Garland, Inc.

Prepared By: Pearson Real Estate Service Inc.  
709-A Memorial Blvd.  
Picayune, MS 39466

