

Chancery Clerk's Office
Pearl River County, Mississippi
I certify the instrument
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February 10 2009 12:06:00PM
Book 096 Page 282
Instrument 200901404 RD
Witness My Hand and Seal
David Earl Johnson

PROTECTIVE COVENANTS FOR HIGH POINT SUBDIVISION, PHASE II

PURPOSE

The purpose of these covenants is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

DECLARATION

We, the undersigned fee owners of the hereinabove described real property, hereby make the following declarations as to limitations, restrictions and uses to which the land and/or parcels thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land and 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:

In order to protect the health, safety and general welfare of the owners of the property within High Point Subdivision, the following covenants shall run with the land. The first nine subdivision restrictions shall be enforceable by Pearl River County:

- 1.) No building permit shall be issued nor shall an individual waste water disposal system "IOWDS" or water well be installed before the Pearl River County Utility Authority and the Mississippi State Board of Health approves same. Once this approval is received, each lot owner is responsible for installing the "IOWDS" and water well in accordance with the regulations of these agencies at the lot owner's expense.
- 2.) Construction of any nature is prohibited in County drainage easements or streets right of way.
- 3.) No lot shall be used for or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building 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.

- 4.) No structures of any type may be built or located within the designated 100-year floodplain (Zone A) or wetland as designated on the plat.
- 5.) No lots shall be re-subdivided without prior written approval of the Board of Supervisors, Chancery Court of Pearl River County, Mississippi and Pearl River County Utility Authority. Notwithstanding, no lot may be smaller than three (3) acres.
- 6.) 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 street rights-of-way intersect.
- 7.) The property owner shall install a driveway culvert at each lot. Driveway crossings street side ditches shall be constructed to a twenty-four feet (24') width with the correct sized drainage pipe laid to the profile of the ditch invert and the length must be such that the ends of the pipe project at least four feet (4') beyond the length of the driveway pavement. The diameter of the required driveway crossing drainage pipe has been determined for each lot and is provided in Exhibited "A".
- 8.) Each dwelling shall display the address assigned to the front of the dwelling that faces the street. Numerals indicating the official house number shall be posted in a manner legible and distinguishable from the street with not less than three inches (3") in height. Placement is subject to the approval of the Board of Directors.
- 9.) All contractors must keep all lots free from construction trash and debris. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant. Concrete trucks shall not be washed out in roadside ditches or on lots not owned by the lot owner who is constructing improvements on his lot. Each lot owner shall have absolute responsibility to assure that any concrete trucks are washed out on the owner's lot and that such wash material is retained on such lot and then removed.
- 10.) All lots shall be used for single family residential purposes. Provided, however, developer and its' agents shall have the right to put a sales office on a lot for marketing and development purposes until all of its' lots in this subdivision are sold.
- 11.) No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
- 12.) The owner and developer shall appoint the initial Board of Directors which shall have three members. The initial Board shall be appointed with one, two, and three year terms respectively. Each appointee shall serve until replaced by a person elected by the lot owners of record. The first election of members to the Board of Directors shall be held at the first annual Property Owners' Association meeting on a date, time and place set by the Developer. A person to be elected to the Board of Directors, must be a lot owner of record. The ownership of each lot shall have one (1) vote but there shall be only one (1) vote per lot. This Board shall have authority to enforce these covenants and take action against anyone who is in violation of any covenant.

There shall be only one (1) Board of Directors for this entire subdivision. This Board shall also have the authority to receive, consider, grant or deny variances of and from these covenants. Any judgments rendered against any property owner for violation of these covenants as well as attorney fees or other necessary expenses incurred for enforcement of these covenants shall constitute a lien against the property in question.

- 13.) No building, fences, mailboxes or improvements of any type shall be erected, placed or altered on any lot in this development until the building plans, specifications, and plot plan showing the location of such building, fence, mailbox or improvement have been approved in writing by the Board of Directors and a building permit has been issued if required by law. All fences must be constructed of sufficient quality and quantity to ensure that animals are restrained and contained on the property of each lot owner. All culverts for driveways must be approved by the county before installation.
- 14.) A non-exclusive perpetual right-of-way or easement is reserved across the common areas as depicted on the subdivision plat for upkeep and maintenance.
- 15.) The Board of Directors shall monitor all construction to see that these Covenants, Conditions and Restrictions are complied with; however, this Board is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof or any component of any house or other improvement, whether caused by defective material or defective workmanship.
- 16.) All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to International Building Code for one and two family dwellings and must be completed within six (6) months from the date construction is commenced.
- 17.) Each dwelling shall be constructed with at least 1,250 square feet of heated and cooled living area under roof, excluding attached garage and unenclosed porches. The minimum pitch of the roofs of the main body of all dwellings shall be a 7 and 12 pitch. All carports or garages shall contain a minimum of 400 sq.ft. and shall be attached to the dwelling.
- 18.) No structures of a temporary character, including but not limited to mobile homes, house trailers, tents, lean to's and shacks shall be allowed on the property on a temporary basis, vehicles are allowed on the property on a permanent basis such as weekend enjoyment, but cannot be used as a permanent residence or stored on property until a permanent home is constructed. Barns shall be allowed provided they are located to the rear of the dwelling and the building plans have been approved by the Board of Directors. If approved, the barn must be completed within six (6) months from the date construction is commenced. Barns cannot be used as a residence by anyone as their purpose is to provide shelter for livestock only.
- 19.) Any separate structure such as barns, equipment sheds, animal shelters, greenhouses, or storage buildings must be placed to the rear of the dwelling.

- 20.) No dwelling or accessory structures, erected or to be erected, shall be used directly or indirectly for trade or business. Commercial or industrial use of any part of this property is prohibited.
- 21.) No dwelling shall be constructed or placed nearer than thirty-five (35) feet from the front boundary line and twenty-five (25) feet from the side and rear boundary lines. This restriction shall not apply to driveways, mailboxes or fences.
- 22.) No separate structures shall be constructed or placed nearer than 100 feet from the front boundary line and 25 feet from the side and rear boundary lines.
- 23.) No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.
- 24.) Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and sightly appearance within High Point Subdivision. Developer, Property Owners' Association and the Board of Directors, each, reserve and shall have the right but not the obligation to cut the grass for which the lot owner shall pay the Property Owners' Association not less than \$100.00 for each cutting of their lot up to twelve (12) cuttings per year. The lot owners agree to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Board of Directors and agree that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.
- 25.) No trees may be cut or removed except for damage, disease or for building sites and other improvements without the prior written approval of the Board of Directors which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or white washed.
- 26.) 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.
- 27.) No vehicles may be parked on any public streets or any right-of-ways of any public streets.
- 28.) Only vehicles that require a state license to travel on public streets shall be permitted to operate within High Point Subdivision. All unlicensed vehicles including, but not limited to all terrain vehicles, go carts, and other unlicensed motorized vehicles shall not be allowed to be operated on any street, lot, or common area or on any other property within High Point Subdivision.
- 29.) No goats, swine, poultry or cattle shall be bred, kept or raised on any lot except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. Horses are allowed on the property. The Board of Directors have the right but not the obligation to disallow any other large animals besides horses. However, all

- animals which are permitted under this clause, shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to the neighbors. The maximum number of large animals allowed on the property shall be one head per acre. Pets shall be attended at all times and shall be registered, licensed and inoculated as required by law. If a lot owner desires to take a household pet including dogs or cats off their property, these pets must be attended by the owner at all times and restrained by a leash.
- 30.) The discharge of firearms within High Point Subdivision is expressly prohibited.
- 31.) Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling:
- a.) Lot owner's sign,
 - b.) Realtor's "For Sale" sign,
 - c.) General Contractor's sign,
 - d.) Lender's sign
- These signs must be professionally made and shall not be larger than three feet square. Developer, it's agents and it's lender shall have the right to place larger signs at the entrance to High Point Subdivision until all lots in this development are sold.
- 32.) All contractors must keep all lots free from trash and debris and must maintain a portable outdoor toilet on the lot during the construction period. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant.
- 33.) 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 six (6) months from the date of occurrence.
- 34.) Developer reserves unto itself, its successors and assigns the following non-exclusive perpetual easements or rights-of-way: (A.) Utility easement fifteen (15) feet in width along the rear and street boundary lines and seven and one half (7 1/2) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. This reservation of such utilities is for the purposes of providing for the practical installation of such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of the developer to supply such services. (B.) Developer reserves unto itself, its successors and assigns a non-exclusive perpetual easement or right-of-way for drainage, utility and access purposes across any lots identified on said plat files of record in the office of the Chancery Clerk of Pearl River County, Mississippi.
- 35.) No lot shall be purchased for the purpose of providing access to other property not located with High Point Subdivision.
- 36.) The following covenant applies only to owners of lots that are contiguous to a pond, lake, or dam:
- (A.) All owners of land that is contiguous to a pond, lake

or dam shall be responsible for the maintenance and upkeep of the pond, lake, and dam. A perpetual easement is hereby reserved on, over and across the dam of said lake for this maintenance and upkeep.

(B.) All owners of land that is contiguous to a pond, lake or dam and a maximum of two (2) guests per lot shall have the right to use all of the area covered by water for boating and fishing only. Each owner or guest shall enter and exit the water from their respective lot only. Any such owner or guest enters or exits the water from another person's lot that enters or exits trespassing and in violation of this shall be considered trespassing and in violation of this covenant.

(C.) No motorized boats shall be allowed on any pond or lake at any time for any purpose.

37. Property Owners' Association:

a.) Membership: By acceptance of the deed to the property located within High Point Subdivision, the lot owner becomes a member of the High Point Property Owners' Association.

b.) Purpose: The purposes of the High Point Property Owners' Association shall be to enforce these protective covenants and to maintain the common areas as identified on the subdivision plat. Developer shall not be responsible for the enforcement of the protective covenants.

c.) Annual Meeting: The first annual meeting of the High Point Property Owners' Association shall be held on a date and at a time and place set by the developer. Future annual meeting dates, time and locations shall be determined at that time. For purposes of carrying on business of the property owners' association, the owner or owners of each lot shall have one (1) vote per lot. Twenty per cent (20%) present of all lot owners shall constitute a quorum. A simple majority of Fifty-One percent (51%) of those present before the association. pass on any matters of business before the association.

d.) Special Meetings: A majority of the lot owners may call a Special Meeting of the Property Owners' Association at any time by filing with the Secretary of the Association a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the Special Meeting must be sent to all lot owners of record by certified mail, return receipt requested, at least 15 days prior to the date of a meeting. For purposes of carrying on business of the Property Owners' Association, the owner or owners of each lot shall have one (1) vote per lot. Two-thirds (2/3) majority of those present shall be sufficient to pass on any matter of business before the association.

e.) Fees and Assessments: The initial annual assessment shall not exceed \$100.00 per year, per lot, through calendar year ending December 31, 2009, and thereafter the amount of the annual assessment shall be set by the Board of Directors of the Property Owners' Association. The annual assessment or the pro-rata part thereof shall be paid at the time of each lot purchase. Thereafter, the annual assessment shall be due in advance of January

1 of each calendar year thereafter. All said lot owners agree to pay said maintenance charges within thirty (30) days of receipt of statement rendered by the Board of Directors and agree that any unpaid charges, together with attorney fees, and reasonable collection costs will constitute a lien against their lot until paid. Developer shall not be responsible for paying annual assessments for any unsold lots.

38. Duration: These covenants shall remain in full force and effect for twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10) years thereafter unless, prior to any renewal date an instrument signed by not less than 2/3 of the lot owners if filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions.

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

WITNESS the signature of STUART COMPANY, a Mississippi Corporation, upon this, the 23rd day of January, A. D., 2009.

STUART COMPANY,
A Mississippi Corporation

BY: EC Stuart, Jr.
E. C. STUART, JR.
PRESIDENT

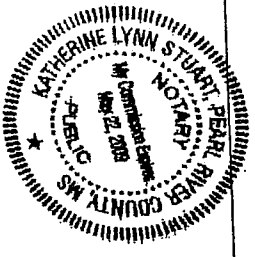
STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named E. C. STUART, JR., who acknowledged to me that he is PRESIDENT of STUART COMPANY, a Mississippi Corporation, and as its act and deed, he signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

23rd GIVEN under my hand and official seal of office, upon this, the
day of January, A.D., 2009.

Katherine Lynn Stewart
NOTARY PUBLIC

My Commission Expires:



Prepared By and Return To:
Stuart Company
P. O. Box 550
Picayune, MS 39466
(601) 799-1191

Exhibit "A"
High Point Subdivision Phase 2
Driveway Culvert Size Chart

<u>Lot #</u>	<u>Culvert Size</u>	<u>Lot#</u>	<u>Culvert Size</u>
20	15"	60	15"
21	15"	61	15"
22	15"	62	15"
23	15"	63	15"
24	15"	64	15"
25	15"	65	15"
26	15"	66	15"
27	15"	67	18"
28	18"	68	18"
29	18"	69	18"
30	18"	70	15"
31	24"	71	15"
32	24"	72	15"
33	24"	73	15"
34	18"	74	18"
35	15"	75	15"
36	15"	76	15"
37	18"	77	18"
38	18"	78	18"
39	18"	79	18"
40	18"	80	15"
41	18"	81	15"
42	18"	82	15"
43	15"		
44	15"		
45	18"		
46	18"		
47	18"		
48	18"		
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54	18"		
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56	15"		
57	15"		
58	15"		
59	15"		