

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

OF

OLD MILL LANDING SUBDIVISION

Chancery Clerk's Office
Pearl River County, Mississippi

PHASE ONE

I certify the instrument
was filed and recorded
JUNE 22-2009 02:10:00PM
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Instrument 200906356 Page 1 of 9
Witness my hand and seal
David Earl Johnson



STATE OF MISSISSIPPI
COUNTY OF JACKSON

THIS DECLARATION, made on the date hereinafter set forth by PICAYUNE

HOLDING, LLC, by and through its Managing Member, JIMMY R. LANE, (hereinafter referred to as "Declarant")

WITNESS ETH:

WHEREAS, Declarant is the Owner of that tract of land situated in Jackson County, Mississippi, which is more particularly described as Phase one OLD MILL LANDING Subdivision. All of said Lots being duly platted as OLD MILL LANDING Subdivision, according to the map or plat there of recorded for phase one in Plat book----- in the records of plats PEARL RIVER County, Mississippi.

NOW THEREFORE, Declarant hereby declares that all properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value of desirability of, and which shall constitute covenants running with the land, and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property first herein above described.

Section 3. "Lot" shall mean and refer to any one of the several parcels into which the Properties shall be divided on the Plat of the Properties referred to above.

Section 4. "Declarant" shall mean and refer to not only PICA YUNE HOLDING LLC, whose managing member is JIMMY R. LANE, but also to their successors or assigns (whether immediate or remote) as successor developers of all or a substantial portion of the Lots in the undeveloped state, but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "Developed Lot" shall mean a Lot with the street on which it faces opened and improved, and "Undeveloped Lot" is any Lot which is not a developed Lot.

ARTICLE II

Use Restriction

Section 1. Single Family Residential Construction. Each Lot shall contain only one (1) single family dwelling. No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars. In lieu of a garage, a two-car carport, either attached or semi-attached, can be erected in the rear of the primary residence. The construction of a carport shall conform to the style, roof line and same construction materials as that of the primary residence. No room(s) in the dwelling and no space in any other structure

shall be leased or rented and said structures in their entirety shall be used as a single residence of one family or person.

Section 2. Minimum Square Footage within Improvements. The living area of the main residential structure (exclusive of porches, garages and servants' quarters) shall be not less than two thousand (1100) square feet. The Declarant, at his sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances which in his sole judgement such deviation would result in a more common beneficial use. Such approvals must be granted in writing, and when given will become part of these restrictions to the extent of the particular Lot involved. Each Lot must have a well and/or pump house for their water system and it shall be constructed of like kind, quality, and appearance to the single family dwelling

Section 3. Composite Building Site. Any owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residential building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by Declarant.

Section 4. Utility Easements. Easements for installation and maintenance of utilities and drainage easements are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements.

Section 5. Prohibition of Trade and Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 6. Use of Temporary Structures. No structures of a temporary character such as a mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot or any time as a residence.

Section 7. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind shall be semi-permanently or permanently stored in the public streets, right-of-way, or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a privacy fence which encloses the rear of the lot.

Section 8. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No funnels, mineral excavation or shafts shall be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 9. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) animals are kept.

Section 10. Walls, Fences and Hedges. No wall, fence or hedge shall be erected or maintained nearer to the front lot line than the front building line on such Lot, nor on corner lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. No metal fences of any kind will be permitted on any Lot unless first approved by Declarant upon written request. Any wall, fence or hedge erected on a Lot by Declarant, or his assigns, shall pass ownership with title to the Lot and it shall be the Owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 11. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street. curb lines shall be placed, planted or permitted to remain on any corner Lots.

Section 12. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning of any such materials is prohibited.

Section 13. Visual Screening on Lots. The drying of clothes in public view is prohibited and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

Section 14. Signs, Advertisements, Billboards. No signs, advertisements, billboards or advertising structures of any kind shall be placed, maintained or displayed to the public view on any Lot, except one sign for each building site, of not more than five (5) square feet, advertising the property for sale. Declarant, or his assigns, may maintain upon property owned by it in the OLD MILL LANDING Subdivision, such facilities as in their sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling

homes in the OLD MILL LANDING Subdivision, and/or subsequent sections of OLD MILL

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LANDING Subdivision) to use residential structures, garages or other permitted accessory buildings for sale offices and display purposes but all rights of Declarant and of any builder acting with the Declarant's permission under this sentence shall be operative and in effect only during the construction and initial sales period within the area composed of the Hillcrest Estates Subdivision, and subsequent sections of OLD MILL LANDING Subdivision.

Section 15. Roofing. The roofs of all buildings (including any garage or servants' quarters), shall be constructed or covered with (1) wood shingles or (2) asphalt, fiberglass or composition shingles. Any other type of roofing material shall be permitted only at the sole discretion of the Declarant upon written request. Roofs of all buildings shall have a minimum roofing pitch of 7 to 12 and porches 4 to 12.

Section 16. Maximum Height of Antenna. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses or buildings. A television antenna may be attached to the house provided, however, such antenna be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antenna must be attached to, and located behind the rear wall of the main residential structure. No antenna, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pile. Satellite dishes must be no larger than eighteen (18) inches.

Section 17. Driveways. Driveways shall be constructed of concrete or asphalt material. Any other type of driveway material must be approved by the Declarant upon written request.

Section 18. Wetlands. It is the responsibility of each individual Lot Owner to determine if any wetlands exist on their property at the actual time they begin construction. Proper permits must be obtained by the individual Lot Owner before any filling of wetlands as defined by the

State of Mississippi and U.S. Government. Some allowed uses for defined wetlands include hand clearing, bush-hogging, burning, mowing, etc.

Section 19. Construction Equipment. Any Owner that brings in heavy equipment to work on said Lot shall be liable for any damage that may occur to any street or shoulder of street as a result of same. The same shall apply to concrete and fill dirt trucks.

Section 20. Building Location. All residential homes shall be setback from the street or property lines conforming to the following minimums to provide conformity to PEARL RIVER COUNTY regulations.

ARTICLE III General Provisions

Section 1. Enforcement. These covenants and all matters pertaining to OLD MILL LANDING shall be subject to the laws and jurisdiction of the State of Mississippi and Pearl River County, Mississippi. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the bind of the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods for ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by those Owners owning not less than ninety (90%) of the Lots within OLD

MILL LANDING Subdivision and thereafter by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the Lots within OLD MILL LANDING Subdivision. No person shall be charged with notice of or inquiry to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Pearl River County, Mississippi.


Section 4. Amendment to Covenants: Declarant reserves, for a term of three (3) years, the right to change, cancel, waive, or redirect any covenants, conditions or restrictions set forth in this instrument, if in its sole judgment that course is either necessary or advisable.

Section 5. No building permit shall be issued before the sewerage and water systems are approved by the appropriate governing authority. Whenever a subdivision is served by a community (central water system supply), 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, except for the purpose of irrigation, and in no event shall there be a physical connection between any such source and any element of the community (central) water system (supply).

Dated this the 2 day of March, 2008.

DECLARANT:

PICAYUNE HOLDING, L.L.C.

BY: 
Jimmy R. Lane
Its: Managing Member

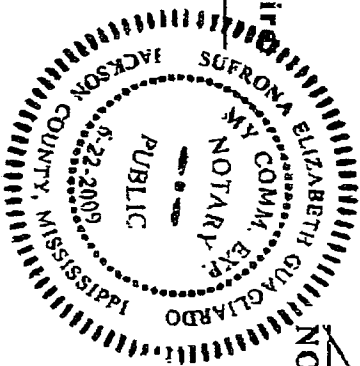
STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

PERSONALLY APPEARED BEFORE ME, the undersigned
authority in and for the above stated jurisdiction, the within named JIMMY R.

LANE MANAGING MEMBER PICA YUNE HOLDING L L C, who acknowledged that he signed and delivered the foregoing Declarations and Covenants on the day and year therein written on behalf of said Mississippi Limited Liability Company after first being duly authorized to do so.

GIVEN under my hand and official seal of office on this, the 2nd day of March, 2008.

Elizabeth Guajardo
NOTARY PUBLIC



My Commission Expires _____

Prepared by 0113
Resurgence Holdings LLC
PO Box 1437
Olean Springs MS 39566
no phone available