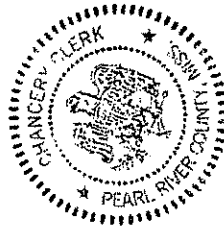


STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER



Chancery Clerk's Office
Pearl River County, Mississippi
I certify the instrument
was filed and recorded
AUGUST 20 2008 02:30:00PM
Book 0970 Page 574 Thru 581
Instrument 200811198 Page 1 of 8
FOR my hand and seal
David Earl Johnson

DECLARATION OF PROTECTIVE COVENANTS
NORTH HILL SUBDIVISION, PHASE V

This declaration made, executed and declared upon the date hereinafter set forth by Stuart Company, a Mississippi Corporation, the owner of the following described real property being identified and designated as North Hill Subdivision, Phase V, as per official map or plat on file in the Office of the Chancery Clerk of Pearl River County, Mississippi.

PURPOSE

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

DECLARATION

We, the undersigned fee owners of the hereinabove described real property, hereby make the following declarations as to limitations, restrictions and uses to which the land and/or parcels thereof may be put, thereby 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:

The following restrictions in covenants 1 - 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.

1. 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, no private water supply may be drilled or otherwise constructed on any lot 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.

2. Construction of any nature is prohibited in county drainage easements or streets right-of-way.
3. Lots may not be used for the storage and/or dumping of trash, rubbish or junk. The accumulation of trash, rubbish and/or junk on any lot, for any reason whatsoever, is expressly prohibited. Trash, rubbish and/or junk are hereby defined as and including 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. The minimum finished floor elevation required in areas subject to periodic inundation, flood zone A, shall be indicated.
5. No lot may be further subdivided without approval of the Board of Supervisors and Chancery Court of Pearl River County, Mississippi.
6. Driveways on corner lots shall not be located any closer than (60') sixty feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two streets right-of-ways intersect.
7. The property owner shall install a driveway culvert on each lot in accordance with the county guidelines.
8. All lots shall be used for single family residential purposes. Provided, however, (a) developer and it's agents shall have the right to use a lot as a model home for a temporary sales office(s) for marketing and development purposes until all phases of this development are completed and sold and (b) contractor(s), only by written approval of Developer, shall have the right to use a lot or lots as a temporary sales office(s) for marketing purposes until all phases of this development are completed and sold.
9. No lot shall be divided into smaller parcels except to provide a larger building site.
10. No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
11. The Architectural Review Committee for North Hill Subdivision, Phase V, shall be the Architectural Review Committee heretofore established for North Hill Subdivision, Phases I, II, III and IV. Notwithstanding any other authority granted to the Architectural Review Committee, said committee shall have the authority to receive, consider, grant or deny variances of and from these covenants. Developer shall not be responsible or liable for the enforcement of these covenants. The Board of

Directors of North Hill Property Owners' Association, Inc., a Mississippi Non-Profit Corporation shall have review authority of said committee and the boards' decision in all matters shall be conclusive and final.

12. The Board of Directors for North Hill Subdivision, Phase V, shall be the Board of Directors heretofore established by the Property Owners' Association for North Hill Subdivision, Phases I, II, III and IV if elected by a simple majority of those present at the next regular annual meeting of the property owners in Phases I - IV of North Hill Subdivision. As such, this board shall have review authority of said committee and the board's decision in all matters shall be conclusive.
13. No building or improvement of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications and plot plan showing the location of such building or improvement have been approved by the Architectural Review Committee and a building permit has been issued if required by law.
14. The Architectural Review Committee shall monitor all construction to see that these covenants, conditions and restrictions are complied with. However, neither this committee nor the developer, Stuart Company, is accountable or liable for the technical design or structural integrity of any foundation, wall or any component of any house or other improvement, whether caused by defective material or defective workmanship.
15. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to convention methods of construction using conventional materials as promulgated by the International Building Code. All construction must be completed within six (6) months from the date construction is commenced.
16. Each dwelling shall be constructed with at least 2,000 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches. The minimum pitch of the roofs of the main body of all dwellings in this phase shall be a 8 and 12 pitch.
17. All garages in Phase V must be at least four hundred (400) square feet. Front and side loading garages are allowed. Detached garages shall not be allowed without prior approval of the Architectural Review Committee.
18. No structures of a temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garages, barn or other out building) shall be used on any lot, at any time as either a temporary or permanent residence. The use, parking or storage of a house trailer or

mobile home on any lot, for any reason whatsoever, is expressly prohibited.

19. Any separate structure such as equipment sheds, animal shelters, out buildings or storage buildings must be placed to the rear of the dwelling and must be built with the same or similar design, materials and workmanship as the dwelling located on this lot. Such structures shall not be constructed or used until the dwelling on the lot is completed or under construction.
20. No mailbox or other mail receptacle, other than the mail receptacle designated by the Architectural Review Committee shall be placed on any lot and such receptacle shall be placed only at the location selected by said committee. E-911 street addresses shall be placed on all mailboxes at all residences located within North Hill Subdivision, Phase V and said addresses shall be sufficient in size and at a location as determined by the Architectural Review Committee so as to be readily seen from the nearest public street.
21. Each dwelling shall display the E-911 address assigned and affix to that portion of the dwelling that faces the street. Numerals indicating the official house number shall be posted in a manner that is easily legible and distinguishable from the street and shall not be less than three inches (3") in height. If the dwelling is not visible from the street on which it is located and/or the mailbox is not located adjacent to the driveway leading to the dwelling, then the property owner shall be required to place a numbered sign beside the beginning of the driveway adjacent to the street. Placement is subject to the approval of the Architectural Review Committee.
22. No dwellings 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. The use of a portion of a dwelling as an office by the lot owner shall not be considered to be a violation if such use does not create regular, or continued customer, client, employee traffic or create a nuisance to other property owners.
23. No structure shall be constructed or placed nearer than forty feet (40') from the front boundary lot line or twenty-five feet (25') from the rear boundary lot line and twenty-five feet (25') from the side boundary lot line. This restriction shall not apply to driveways, mailboxes or fences. Notwithstanding anything contained herein to the contrary, the Architectural Review Committee, in its sole discretion, shall have the right, but not the obligation, to modify the setback requirements for a lot if it determines same is necessary for the proper development of the lot and the benefit of North Hill Subdivision, Phase V.

24. All residences constructed in North Hill Subdivision, Phase V, must be connected to the public sewerage system. All property owners in Phase V shall be required to own and have available at their residence a generator sufficient to keep their sewer system operating if electricity is not available due to storms or inclement weather. The use of privies, septic tanks, cesspools or disposal plants for the disposal of sewerage is prohibited.
25. All residences in North Hill Subdivision, Phase V, must be connected to the public water system. No individual potable water supply system will be permitted on any lot.
26. 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.
27. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and sightly appearance within North Hill Subdivision, Phase V. Developer, North Hill Property Owners' Association and the Architectural Review Committee, each reserves and shall have the right, but not the obligation, to cut the grass for which the lot owner shall pay the Architectural Review Committee not less than \$100.00 for each cutting of their lot up to twelve (12) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Architectural Review Committee and agrees that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.
28. No trees shall be cut or removed without having received prior written approval from the Architectural Review Committee for "good cause shown" which shall include but not be limited to constructing a dwelling, appurtenant structure, driveway or to remove a dead, diseased or damaged tree. No tree shall be painted or white washed. If any trees are cut or removed without having received prior written approval, the lot owner shall be subject to an assessment or a fine of \$200.00 and reasonable attorney fees and all cost of collection, which shall constitute a lien on the lot in question.
29. 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.
30. No large animals, livestock, goats, swine or poultry shall be bred, kept or raised on any lot except that dogs, cats and 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. All animals which are permitted under this

paragraph, shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to the neighbors.

31. The discharge of firearms within North Hill Subdivision, Phase V, is expressly prohibited.
32. Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling:
 - (a) Owner's sign.
 - (b) Realtor's "For Sale" sign.
 - (c) General contractors' sign.
 - (d) Lender's sign.

These signs must be professionally made and shall not be larger than three (3) feet square.

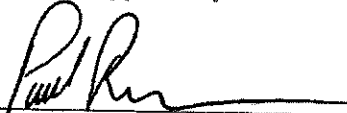
33. All lot owners shall be responsible for requiring their contractors to keep all lots free from trash and debris and must place and maintain a portable toilet on the lot during the construction period. No excess concrete shall be discharged or left in ditches or placed on any lot other than the dwelling of the owner of the lot upon which construction is taking place. If any such excess concrete is found on any lot or in ditches by a lot where construction is taking place, this shall be conclusive evidence that the excess concrete was placed on the lot or in ditches by the contractor thereby making the lot owner liable for the removal therefore at the lot owners' expense. If the lot owner fails to have the excess concrete immediately removed, the lot owner shall be subject to a \$200.00 assessment and fine and reasonable attorney fees and all cost of collection, which shall constitute a lien on the lot in question.
34. If the owner or builder constructing a residence or the owner of any existing residence desires to build a fence on any lot, then such fence must meet the requirements promulgated by the Architectural Review Committee and be consistent in character and design with such other fencing. Plans for the construction of any fence along the aforementioned lot lines must be submitted to and approved by the Architectural Review Committee before any fence is placed or constructed on the lot. Such plans must include the location, material, height, design, character and color of each and all components of the fence. Any fence which does not comply with the plans approved therefore shall be removed at the cost of the lot owner or brought into full compliance with the approved plans. Once a perimeter fence has been constructed or placed upon a lot, the owner of said lot shall keep, maintain and preserve said fence in a good state of repair. Failure to receive prior approval to build a fence may result in the lot owner being required to dismantle the fence and be responsible for a fine or levy of not less than \$250.00 plus reasonable attorney fees and collection

costs, which shall constitute a lien on the lot until paid in full.

35. In the event a dwelling or appurtenant structure is damaged or destroyed by fire or an act of God, the lot owner shall repair, replace or completely remove the damaged or destroyed dwelling or structure within nine (9) months from the date of occurrence.
36. 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 of all lots for the purpose of installation and maintenance of utilities and for drainage. Additionally, easements reserved on the recorded plats shall be reserved for installation and maintenance of utilities, dams, fire protection, beautification and drainage. This reservation 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.
37. Property Owners' Association: The North Hill Property Owners' Association, Inc., a Mississippi Corporation, shall be the Property Owners' Association for North Hill Subdivision, Phase V.
38. Fees and assessments: The annual assessments shall not exceed One Hundred Dollars (\$100.00) per year per lot through calendar year ending December 31, 2008 and thereafter shall be set by 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 on January 1st 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 Architectural Review Committee and agree that any unpaid charges, together with attorney fees and reasonable collection costs will constitute a lien against the lot until paid in full. Developer shall not be responsible for paying any dues or assessments.
39. 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 two-thirds (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 restrictions.
40. Invalidation: Invalidation of any covenant by judgment or court order shall in no way affect the validity of other restrictions, which shall remain in full force and effect.

Witness the signature of the duly authorized officer of the developer, Stuart Company, on this, the 11th day of August, 2008.

Stuart Company,
A Mississippi Corporation


By: PAUL REESE
It's OPERATIONS MANAGER

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

This day personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, PAUL REESE, who acknowledges that he is OPERATIONS MANAGER of Stuart Company, a Mississippi Corporation, and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of August, 2008.


NOTARY PUBLIC

My Commission Expires:

July 24, 2011



PREPARED BY AND RETURN TO:

STUART COMPANY
P.O. BOX 550
PICAYUNE, MS. 39466
(601) 799-1191