

STATE OF MISSISSIPPI  
COUNTY OF LAUDERDALE

8870 20 OCT 26 PM 1950

RESTRICTIVE COVENANTS

WHEREAS, McDaniel Timber Company, Inc. has plated and subdivided a portion of the North 1/2, Section 34, Township 8 North, Range 14 East, Lauderdale County, Mississippi, EXCEPT for the West 1/2 of Northwest 1/4 and the East 3/4 of the Northeast 1/4 of Northeast 1/4, Section 34, Township 8 North, Range 14 East, Lauderdale County, Mississippi.

WHEREAS, McDaniel Timber Company, Inc. has named said subdivision, Lake Ross Collins Subdivision and a plat thereof has been filed with Lauderdale County, Mississippi, and said Lauderdale County, Mississippi, has accepted said plat as an official subdivision of the County of Lauderdale, Mississippi; and

WHEREAS, in order to protect the owners of property in said subdivision, McDaniel Timber Company, Inc. desires to covenant with the public and owners of said property, concerning said lands.

NOW, THEREFORE, McDaniel Timber Company, Inc. does hereby enter into the Covenant which is to run with the above described lands and all future deeds of conveyance shall be subject to the terms and conditions of these covenants from and after the execution of this instrument as follows, to-wit:

1. LAND USE AND BUILDING TYPES: No lot shall be used for any purpose other than residential. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private detached building for use as a garage, utility building, or wood working shop. Such a building shall be constructed to be compatible with the main structure.

2. ARCHITECTURAL CONTROL: No fence or wall shall be erected or placed in the front yard of any lot, or on any lot nearer to any street than the minimum building set back line as specified in this document.

3. DWELLING COST, QUALITY AND SIZE: The ground floor area of the main structure exclusive of one-story open porches and carports shall not be less than 1,600 square feet for a one-story dwelling.

BUILDING LOCATION:

A. No building shall be erected on any lot nearer to the front lot line than thirty (30) feet, nor nearer the side lot line than twenty (20) feet.

B. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portions of a building on a lot to encroach upon another lot.

C. All buildings shall face the street, except that on corner lots, the building may face either street, or may be set so as to face the corner made by the two streets.

5. LOT AREA AND WIDTH: No lot on this recorded plat shall be subdivided in any manner, except lots may be combined with other lots to make larger lots and shall be considered as one unit and shall not thereafter be subdivided.

6. EASEMENT: An easement for the public utilities and/or drainage is reserved over, across, and under the areas shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in its shall be maintained continuously by the owner of the lots except for those improvements for which a public authority or utility company is responsible.

7. NUISANCES: No obnoxious 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 neighborhood.

8. TEMPORARY STRUCTURES: No structure such as a trailer, basement, tent, shack, garage, barn, or other outbuilding shall be permitted on any lot at any time as a residence permanently.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction of sale period.

10. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary

condition. Inoperative vehicles or appliances may not be abandoned on the premises.

13. TERMS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

14. ENFORCEMENT: Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

15. SEVERABILITY: Invalidation of any one of these covenants by judgement of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. LAKE USAGE:

A. A lot owner has exclusive use of the water and shore line immediately contiguous to his lot.

B. A lot owner may build a pier or platform out into the water contiguous to his lot but said structure cannot extent greater than forty (40) feet into the lake.

C. All lot owners in the subdivision will have usage of the lake which is part of the subdivision but cannot violate A and B above.

This the 26 day of OCTOBER, 1995.

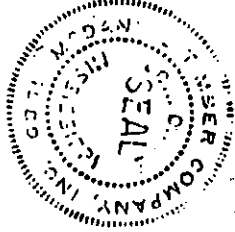
McDaniel Timber Company, Inc.

BY Bobby T. McDaniel  
President

ATTEST:

Harold G. Lewis  
Harold G. Lewis  
Secretary & Treasurer

(SEAL)

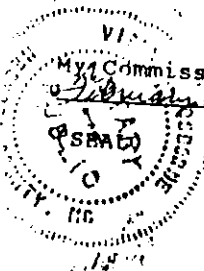


STATE OF MISSISSIPPI  
COUNTY OF NESHOMA

This day personally appeared before me, the undersigned authority in and for the above named county and state the above named BOBBY P. MCDANIEL and HAROLD G. LEWIS, PRESIDENT and SECRETARY and TREASURER, respectively, of McDaniel Timber Company, Inc. who acknowledged that they signed, sealed and delivered the above and foregoing instrument in the official corporate capacity as their official act and deed on the day and date therein mentioned for the purposed therein expressed after being authorized so to do.

Given under my hand and official seal on this the 26<sup>th</sup> day of October, 1995.

Wicky A. Osborne  
NOTARY PUBLIC



STATE OF MISSISSIPPI  
COUNTY OF LAUDERDALE

I, \_\_\_\_\_, Chancery Clerk and Ex-officio Recorder in and for said State and County, hereby certify that the foregoing instrument was filed at \_\_\_\_\_ o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, 1995, and duly recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the records of this office.

Given under my hand and seal and office, this the \_\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
D.C.

PREPARED BY:

MCDANIEL TIMBER COMPANY, INC.  
P. O. BOX 632  
PHILADELPHIA, MS 39350  
TELEPHONE: (601)656-5741

INDEXING INSTRUCTIONS:

A portion of the North 1/2, Section 34, Township 8 North, Range 14 East, Lauderdale County, Mississippi, EXCEPT for the West 1/2 of Northwest 1/4 and the East 3/4 of the Northeast 1/4 of Northeast 1/4, Section 34, Township 8 North, Range 14 East, Lauderdale County, Mississippi.