

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
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INDEXING INSTRUCTIONS: Southeast Quarter of Section 28, Township
9 South, Range 6 East, Lee County, Mississippi

PROTECTIVE COVENANTS

FOR

PARKSIDE DEVELOPMENT

GRANTOR: SOUTHERN OAKS AT MOOREVILLE, LLC,
A MISSISSIPPI LIMITED LIABILITY
COMPANY
210 EAST MAIN STREET
TUPELO, MISSISSIPPI 38804
(662) 842-3844

PROTECTIVE COVENANTS

FOR

PARKSIDE DEVELOPMENT

WHEREAS, the undersigned SOUTHERN OAKS AT MOOREVILLE, LLC, a Mississippi limited liability company, hereinafter referred to as "Developer", is the owner of certain property located in Lee County, Mississippi, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, such development has been designated as "Parkside Development" and a plat thereof has been prepared and is to be recorded in the records of maps and plats on file in the office of the Chancery Clerk of Lee County, Mississippi (the "Plat"); and

WHEREAS, it is the desire and purpose of Developer to sell lots as residential property in such development, and to place on all of the property located therein certain restrictions and protective covenants which will run with the land and will protect future landowners in such development.

NOW, THEREFORE, Developer does hereby establish and set forth the following restrictions and protective covenants upon the use of the property in the development known as "Parkside Development", a plat thereof as recorded in the office of the Chancery Clerk of Lee County, Mississippi, as aforesaid, to-wit:

ARTICLE I DURATION OF COVENANTS

Section 1. These protective covenants shall be effective until September 1, 2055 and thereafter shall be automatically extended for successive ten-year periods provided, however, the same may be modified, amended or terminated as herein provided.

ARTICLE II DEFINITIONS

Section 2.1. "Association" shall mean and refer to Parkside Homeowners Association, which Association shall be comprised of the Members.

Section 2.2. "Properties" shall mean and refer to that certain real property comprising Parkside Development, and such

additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.3. "Common Area" shall mean all real property (including the improvements thereto) to be conveyed by Developer to the Association for the common use and enjoyment of the Owners, as the same is indicated on the Plat unless otherwise provided for herein.

Section 2.4. "Lot" shall mean and refer to any one of the residential plots of land which are a part of Parkside Development.

Section 2.5. "Member" shall have the meaning provided for in Section 3.1, below.

Section 2.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, exclusive, however, of those having such interest merely as security for the performance of an obligation.

Section 2.7. "Developer" shall mean and refer to Southern Oaks at Mooreville, LLC and its successors and assigns.

Section 2.8. The term "Residential Purposes" shall generally be defined as single family homes that may be used as a primary residence or for rental purposes as a single family home, and shall exclude all commercial and professional uses, and among other things, garage apartments, apartment houses, duplex and multi-family residences, profit or non-profit, nursing homes, hospitals and other similar private or charitable enterprises, and any and all such usages of the Properties is hereby expressly prohibited.

Section 2.9. The word "Dwelling" or "House" or "Residence" as used herein with reference to building lines shall include galleries, porches, carports, garages, outbuildings, projections and every other permanent part of the improvements, except overhanging roofs and steps.

Section 2.10. "Outbuilding" shall mean and refer to any building structure other than a dwelling and shall include structures to house lawn or other maintenance equipment.

ARTICLE III HOMEOWNERS ASSOCIATION

Section 3.1. Membership. Each Owner who is in good standing

shall be a Member of the Association, which shall be comprised of all lot owners in Parkside Development. An Owner shall be considered to be in good standing if such Owner is current in the payment of all annual and special assessments with respect to his Lot. Additionally, the Developer shall be a Member of the Association until such time as it has sold all of the Lots. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Specifically excluded from membership in the Association are persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

The Association is (or will be) formed for the creation, operation, management and maintenance of all of the services or facilities herein set forth; the enforcement of all covenants contained herein; the assessment, collection, and application of all charges imposes hereunder or liens created hereby; and such other purposes as or will be set forth in the Charter and By-Laws of the Association.

Section 3.2. Voting. Until such time as the Developer has sold all of the Lots, or until such time as the Developer voluntarily waives this provision, Developer shall be the sole voting Member of the Association. After Developer has sold all of the Lots, or at such time as the Developer voluntarily waives the provision giving Developer the sole vote, there shall be a total of one vote for each Lot owned by a Member. Where two or more persons are Owners of a Lot, the vote for such Lot shall be exercised as such persons may among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Section 3.3. Directors. The Association shall be governed by a Board of Directors. Until such time as the Developer has sold all of the Lots, or until such time as the Developer voluntarily waives this provision, Developer shall be the sole Director of the Association. After Developer has sold all of the Lots, or at such time as the Developer voluntarily waives the provision making Developer the sole Director, there shall be three (3) members of the Board of Directors of the Association that shall serve staggered terms of one, two and three years. The Directors shall be elected annually by a majority vote of the Members. At the initial election of Directors, the Member receiving the greatest number of votes shall serve a three (3) year term, the Member receiving the next greatest number of votes shall serve a two (2) year term and the next Member receiving the next greatest number of votes shall serve a one (1) year term. At all subsequent elections of Directors, the new Director shall be elected by

majority vote of the Members to serve a full three (3) year term.

Section 3.4. Bylaws. The Members may adopt bylaws governing the Association as the Members shall determine, provided, however, that such bylaws shall not be inconsistent with the terms and provisions of these covenants. In the event of any conflict between the terms of such bylaws and these covenants, then the terms and provisions of these covenants shall control.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due and payable.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Common Areas and easements appurtenant thereto, for upkeep of street lighting, and for the payment of utility, maintenance and similar bills related thereto.

Section 4.3. Annual Assessments. There shall be an annual assessment with respect to each Lot (other than those owned by Developer for initial sale) of Two Hundred Fifty Dollars (\$250.00) per calendar year for the maintenance of the common areas. The amount of such annual assessment may be changed effective for the following calendar year by a vote of sixty percent (60%) of the Members who are entitled to vote, which vote shall be taken at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than thirty (30) days in advance of the meeting.

There shall be an additional annual assessment in the sum of \$79.00 per month for maintenance of the grounds and landscaping of each lot. The Developer or the Association shall annually award a maintenance contract for lawn maintenance of each of the above referenced individual residential lots within the development to a single lawn maintenance contractor. Said lawn maintenance contract shall be awarded on or before January 15th of each year. The Association shall thereupon notify each individual lot owner, which shall include the Developer in relation to the lots which it still owns, as to its respective pro-rata share of the total contract cost with said pro-rata share to be remitted to the Association within thirty (30) days of receipt of notification.

The lawn maintenance agreement for each individual lot shall be limited to scheduled mowing and fertilization, with the schedule thereof to be set by the Developer or the Association. Maintenance of the landscaping of each lot shall be limited to the mulching and periodic weeding and replacement of any dead landscaping of each individual lot.

In the event that the need for maintenance is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the Lot needing such maintenance, the cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject.

Section 4.4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement relating to the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of sixty percent (60%) of the Members who are entitled to vote, (or during such time that Developer is the sole voting Member, sixty percent (60%) of the Members regardless of their inability to vote) which vote shall be taken by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 4.5. Due Date. The annual assessments provided for herein shall be due and payable on the 1st day of each June. The annual assessments shall be prorated with respect to any Lots sold by Developer during the calendar year and such assessment shall be

due at closing. Unpaid assessments shall accrue interest at the rate of twelve (12%) percent per annum until paid.

Section 4.6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of the foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V RESTRICTIVE COVENANTS

Section 5.1. Lot Size. No Lot shall be further subdivided in any way or for any purpose. No combination of two or more Lots for one Residence shall be permitted.

Section 5.2. Land Use and Building Type. No Lot shall be used except for private Residential Purposes. No building shall be constructed or altered on any Lot, or permitted to remain on any Lot except as one detached single family Dwelling.

Section 5.3. Dwelling Size. No principal Dwelling, excluding open porches and garages with less than 1450 square feet of heated area shall be constructed or permitted to remain on any Lot. The ground floor area of the principal Dwelling, excluding open porches and garages, shall not be less than one-half ($\frac{1}{2}$) of the minimum square footage indicated above.

Section 5.4. Building Location. All residences constructed on a lot in Parkside Development shall not be located on any lot nearer than:

- Ten (10) feet from front property line;
- Five (5) feet from side lot line;
- Ten (10) feet from rear lot line.

Section 5.5. Driveways and Perimeter Lots. Any home built on a Lot on the perimeter of this development must be built facing a development street. No driveway or entrance to any Lot shall be permitted except from a development street.

Section 5.6. Deviations. For some building Lots within the development it may be impossible or inadvisable to develop according to these standards due to natural terrain, lot configurations, and/or proximity to adjacent structures. Therefore, the Developer may approve specific deviations to these setbacks which it believes to be beneficial to a specific home site or to adjacent home sites or the Properties as a whole if local zoning and/or codes permit. Any such modifications allowed by the Developer shall be in writing and shall be acknowledged, signed by Developer and placed of record in the Land Records in the office of the Chancery Clerk of Lee County, Mississippi.

Section 5.7. Architectural.

5.7.1. Architectural Control. The architectural control of the Properties and all building improvements thereon shall be by the Developer or the Association.

5.7.2. Pre-Construction Approval. No preliminary clearing, grading or site work may commence or may any building be erected or placed upon any Lot until: (1) The design and final site plan showing the location of the structure, external materials, color schemes, specifications and elevations have been approved in writing by the Developer as to the conformity and harmony with the existing natural features and the surrounding Dwellings or (2) the requirement for such approval has been waived in writing by the Developer or the Association. In the event that the Developer or the Association fails to approve or disapprove such plans as to design and location within a period of thirty (30) days after submission of final plans and specifications, such approval shall be deemed to have been granted.

5.7.3. Failure to Obtain Pre-Construction Approval. If any improvement or change requiring approval shall be undertaken on a Lot, and said approval has not been obtained from the Developer or Association, or if any improvement or change which is not in conformance with approved plans and specifications shall be undertaken on a Lot, said improvement or change shall be deemed to have been undertaken in violation of these covenants, and upon written notice from the Developer or the Association, any such improvement or change deemed to be in violation shall be removed or altered so as to extinguish such violation. If, thirty (30) days after the notice of such violation, the Owner or Owners of the Lot in question shall not have taken reasonable steps toward the removal or alteration of same, Developer, its representative or the Association, shall have the right, through its agent, to enter said Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof, together with

interest at the **rate** of twelve (12%) **percent** per annum, shall be a binding obligation of the Owner as well as a lien on the Lot in question upon the recording of such in the office of the Chancery Clerk of Lee County, Mississippi. Any lien so recorded shall be subordinate to the lien of any existing Deed of Trust. Any agent of Developer or the Board of Directors may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance, construction or alteration of structures thereon, are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

5.7.4. Certificate of Compliance. Upon completion of any improvement or change on a Lot undertaking and completed in accordance with plans and specifications approved by the Developer, or approved pursuant to failure of the Developer to act as described herein above, and upon written request of the Owner or Owners of such Lot, a Certificate of Compliance shall be issued in a form suitable for recordation. Preparation and recording of such Certificate shall be at the expense of the Owner or Owners of such Lot. Any Certificate of Compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchases or encumbrance in good faith and for value, or as to any title insurer such Certificate shall be conclusive evidence that all improvements and changes described therein comply with all requirements.

5.7.5. Disclaimer. Neither Developer, the Association, nor any architect, designer, engineer or agent thereof, shall be responsible in any way for any defects in any plans or specification submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

5.8. Construction Requirements.

5.8.1. Timing. Construction of the Residence shall begin within eighteen (18) months from the date of execution and delivery of the warranty deed conveying title to the Owner. Should construction fail to commence within this time period, Developer shall have the option for a period of twelve (12) months thereafter, but not the obligation, to repurchase the Lot for an amount not to exceed the purchase price paid Developer for the Lot without interest; provided that at least 30 days prior to the expiration date of the eighteen (18) month period, notice in writing is given to the Owner of the Lot that Developer intends to

exercise its option at the end of the eighteen (18) month period. Construction of the Residence shall be completed within eighteen (18) months of the start of construction of the Residence.

5.8.2. General. The primary living quarters erected on any Lot and all fences, outbuildings, storage buildings or any additional structure must be approved by the Developer as to design and materials used prior to commencement of construction. All exterior building materials and colors shall be strictly controlled by the Developer and must be approved as to composition, usage and facade coverage ratios. Any changes in the future from the plans and specifications initially approved by the Developer, must first be approved by the Association before said changes may be commenced. No garage, outbuilding, storage building, or granny flat shall be erected on any of the Lots with roof or outside walls of material different from those used in the House erected on such Lot. All roof shingles must be of architectural style shingles.

The first floor ceiling heights will be a minimum of nine (9') feet. The Finish Floor heights from grade will be a minimum of fifteen inches (15"). The Developer must approve all Finish Floor heights.

5.8.3. Windows. No building shall be erected on any Lot wherein there shall be installed any window or window framing fabricated in whole or in part of metal which shall have other than a matte finish. Window frames and framing other than wood will be either anodized or electrostatically painted. Window frames and framing will be in color harmony with the exterior color and texture of the Residence. No natural aluminum color or any other silver tone will be permitted for window framing. Wood frames and framing will be painted, sealed or stained or shall have shop manufacturer metal or vinyl cladding. The use of reflective glass will be restricted to those types with less than 10% outdoor reflectance and be gray, bronze or neutral shades. No silver, gold, blue, green or highly mirrored-surfaced glass will be allowed. Windows situated in any garage wall facing a public or private street shall be covered by interior grade draperies, shutters or blinds.

5.8.4. Garages. Lots shall be permitted to have garages and open carports that face a street. Carports will be permitted when approved in writing by the Developer and are located at the rear of a dwelling and screened from view. No garage, outbuilding, storage building, or granny flat shall be erected on any of the Lots with roof or outside walls of material different from those used in the House erected on such Lot. All roof shingles must be of architectural style shingles.

5.8.5. Porte-Cochere. Any open Porte-Cochere must be approved by the Developer. The Porte-Cochere is to be used only for temporary automobile cover/parking for Owners and their guests. Only a guest's vehicle can be parked overnight in a Porte-Cochere.

5.8.6. Driveways and Walkways. Driveways and walkways shall be composed of broom finish concrete, exposed aggregate concrete, "Bomanlite" (or similar material) or individual pavers no larger than one square foot in area. Concrete, Bomanite, pavers or other hard surfaces shall not be of white or near white color. Asphalt shall not be allowed for driveway or walkway surfaces.

5.8.7. Building Materials. No building material of any kind or character shall be placed or stored upon the said property until the Owner is ready to commence improvements. Building material shall not be placed or stored in the street or between the street and property line. Lot Owners and their respective builders shall be responsible for any damage which they might cause to any other Lot and/or Common Area including but not limited to streets, sidewalks, and landscaped areas.

5.8.8. Landscaping. Each lot owner shall have a Three Thousand Dollar (\$3,000.00) minimum budget for landscaping. Landscaping of the residence must be installed within forty-five (45) days following completion of each residence. If the landscaping is not completed within forty-five (45) day time frame, the Association will have the option to landscape the residence at a maximum cost of one and one-half (1 ½) times the minimum budget amount as indicated above. If said Owner does not reimburse the Association for the cost of said work, said sum shall accrue interest at the rate of twelve percent (12%) per annum until paid. These costs will be a binding obligation of the Owner as well as a lien on the Lot and Residence in question upon the recording of such with the office of the Chancery Clerk of Lee County, Mississippi. Any lien recorded shall be subordinate to the lien of any existing Deed of Trust.

Section 5.9. Easements.

5.9.1. Public Utilities. Developer reserves easements for use by Developer, its successors or assigns, or any public utility serving any part of the Properties over the area located within ten (10) feet from the front Lot lines and ten (10) feet from the rear and five (5) feet from side Lot lines. Said easements shall be and are hereby made available for the purpose of construction, maintenance and repair of any system or systems

of electrical power, telephone lines, gas, water, sewer, or any other utility Developer, its successors or assigns determines in its discretion necessary. Neither Developer nor any utility company using the easements referred herein shall be liable for any damage done by them or their agents, employees or assigns, to shrubbery, trees, flowers, fences or other property of the Owners, provided such damages occur within the boundaries of the easement.

5.9.2. Ingress and Egress. An easement is granted to all police, fire protection, ambulance and all similar personnel to enter upon the Common Area in the performance of their duties. An easement is also granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter upon, or to cross over, the Common Area and over any Lot in order to perform the duties of maintenance and repair, or for the purpose of exercising the authority granted to the Association hereunder. Use of this easement shall be limited to reasonable hours, except that access may be had at any time in case of an emergency.

5.9.3. Owners Easements of Enjoyment. Every lot owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of Common Areas by any owner for any period during which an assessment against said lot owner's property remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the rights of the Developer or Association to dedicate or transfer any and all part of the Common Area to a public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer by the Association shall be effective unless an instrument signed by the members of the Board of Directors of the Association agreeing to such dedication or transfer has been recorded.

Any owner may delegate his right of enjoyment to the common area and facilities to members of said lot owner's immediate family residing on the property, his tenants or contract purchasers who reside on the property.

The Developer shall deliver and convey title to certain common areas to the ownership of the Association for the common use and enjoyment of the Lot Owners.

Section 5.10. Non-Conforming Uses and Nuisances. No Lot or any portion thereof shall be put to any use, except as permitted by these covenants, and no noxious or offensive activity shall be undertaken or carried on upon any Lot. Nothing shall be done, undertaken or carried on upon any Lot which may become an annoyance to the neighborhood. Additionally, no person, Owner, Member or otherwise, shall, without the written approval of the Association do any of the following on any part of the Common Area: (1) permit the running of animals except when on a leash; (2) light any fires except in designated and approved areas; (3) fell any trees or injure or damage any landscaping; (4) interfere with any drainage, utility or access easements; or (5) build any structures, recreational or other common facilities other than those approved by the Developer or Association. No devise may be constructed or installed upon any Lot which shall in any way alter the natural flow of water drainage in such manner as would adversely affect other lots or common areas within the development.

Section 5.11. Temporary Structures. No mobile home, house trailer, factory or manufacturer assembled homes, modular homes, shack, barn, or other Outbuilding or structure (except buildings otherwise permitted herein) shall be placed on any Lot at any time, either temporarily or permanently; provided, however, office trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of Residences or as one or more real estate sales offices of Developer for the sale of property.

Section 5.12. Automobiles and Recreational Vehicles.

5.12.1. Automobiles. No vehicle shall be parked on any street other than by a visitor for a period of time in excess of twenty-four (24) hours.

5.12.2. Recreational Vehicles. No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home or any similar items shall be stored on or at any Lot for a period of time in excess of forty-eight (48) hours, unless housed in a garage, or parked beyond the building set back line and otherwise screened so that it cannot be seen from adjacent and surrounding property.

5.12.3. Vehicle Maintenance and Repair. No maintenance or repairs shall be performed on any vehicle upon any portion of the Properties, unless performed in a garage, except in an emergency situation. All repairs to disabled vehicles within the Properties must be completed within twelve (12) hours from its

immobilization or the vehicle must be removed. Developer and the Association shall be allowed to maintain and store its maintenance vehicles on specific areas of the Properties as necessary for the operation and maintenance of the Properties.

5.12.4. Remedies for Vehicle and Recreational Equipment Violations. Any such vehicle or recreational equipment parked in violation of these other regulations contained herein or in the rules and regulations now or hereafter adopted by Developer or the Association may be towed by Developer or the Association at the sole expense of the Owner of such vehicle or recreational equipment if it remains in violation for a period of forty-eight (48) hours. If said Owner does not reimburse Developer or the Association for the cost of said towage, said sum shall accrue interest at the rate of twelve percent (12%) per annum until paid and said Owner shall be assessed an additional penalty of \$50.00 per violation of this covenant. The amount of said cost, interest and penalty shall be a binding obligation of the Owner as well as a lien on Owner's Lot upon the recording of such in the office of the Chancery Clerk of Lee County, Mississippi. Any lien recorded shall be subordinate to the lien of any existing Deed of Trust. Developer or the Association shall not be liable to the Owner of such vehicle or recreational equipment for trespass, conversion or otherwise, not guilty of any criminal act by reason of such towing and neither its removal or failure of the Owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 5.13. Pets and Animals. No animals, livestock, rabbits or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, provided that said pets are not kept, bred or maintained for any commercial purposes, are not permitted to roam free, and in the sole discretion of the Association, do not endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots, to Developer, or the Owner of any property located adjacent to the community. Dogs which are household pets shall at all times, whenever they are outside a Dwelling, be confined within a pen or on a leash. No structure for the care, housing, or confinement of any pets shall be maintained so as to be visible from neighboring property.

Section 5.14. Utility Lines, Radio and Television Antennas. All electrical service and telephone lines shall be placed underground, and no outside electrical lines shall be placed overhead. No visible ham radios or radio transmission equipment shall be operated or permitted to be operated on the Properties. No television, radio antennas or television satellite dishes shall

be permitted on the Properties unless approved by the Association.

Section 5.15. Signs. No signs, billboards or other advertising devices of any nature shall be placed upon any part of the Properties except as provided herein. The Association shall adopt and promulgate rules and regulations relating to signs, billboards and other advertising devices. Signs and other advertising devices when in compliance with criteria as established by the Association may be erected and maintained upon the Owners Lot. Developer specifically reserves the right for its successors and assigns and the Association to place and maintain signs in connection with constructing, marketing and sales of Lots and identifying or informational signs anywhere on the Properties.

Section 5.16. Care of Premises.

5.16.1. Lot Maintenance. Grass, weeds and vegetation on each Lot bought shall be kept mowed at regular intervals by the Owner so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from such Lots. The above restrictions apply to all Lots purchased before and after a home is built on the Lot. Developer or the Association, at its option and in its discretion, may have dead trees removed from the property, mow and remove debris, and the Owner of such Lot shall be obligated to reimburse Developer or the Association for the cost of such work should said Owner refuse or neglect to comply with the terms of this paragraph, within thirty (30) days of notification. If said Owner does not reimburse Developer or the Association for the cost of said work, said sum shall accrue interest at the rate of twelve percent (12%) per annum until paid and said Owner shall be assessed an additional penalty of **\$100.00 per violation** of this covenant. The amount of said cost, interest and penalty shall be a binding obligation of the Owner as well as a lien on Owner's Lot upon the recording of such in the office of the Chancery Clerk of Lee County, Mississippi. Any lien recorded shall be subordinate to the lien of any existing Deed of Trust.

5.16.2. Maintenance of Hedges and Plants. The Association shall have the right to enter upon any part of any Lot and trim or prune, at the expense of the owner, any hedge or other planting which in the opinion of the Association by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided however, that the Owner shall be given fifteen (15) days prior written notice to such action. If said Owner does not reimburse Developer or the Association for the cost of said

work, said sum shall accrue interest at the rate of twelve percent (12%) per annum until paid. The amount of said cost and interest shall be a binding obligation of the Owner as well as a lien on Owner's Lot upon the recording of such in the office of the Chancery Clerk of Lee County, Mississippi. Any lien recorded shall be subordinate to the lien of any existing Deed of Trust.

5.16.3. Accumulation of Refuse. No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any part of the Properties, except building materials during the course of construction of any approved structure. Builders must provide dumpsters or an enclosed/contained area for the purpose of accumulating refuse on the property during the construction period. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis containers may be placed in the open on any day that a pick up is to be made, at such place on the Lot to provide access to persons making such pick up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property.

Section 5.17. Fences. All fences and walls are to be made of wood, masonry, stucco or ornamental metal material. All wood fences shall be exclusively constructed in a "picture frame" wood fence design. **NO CHAIN LINK FENCES ARE PERMITTED.** No fence shall be erected nearer to a street than ten feet (10') in front of the applicable building setback line. Fence surfaces shall be of finished materials on all sides and approved by the Developer or Association. No fence or wall may be erected without the approval of the Developer or Association. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways will be placed or permitted to remain in any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations will apply on any Lot within ten feet (10') of the intersection of a street property line with the edge of a driveway. No tree will be permitted to remain within such distances of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 5.18. Mail Boxes, Property Identification Markers and Decorative Hardware. Developer will provide a cluster mailbox

at designated area with each lot owner being assigned an individual mailbox.

Section 5.19. Swimming Pools. All swimming pools must be sunken into and be an integral part of the yard and the deck surrounding the pool. No pool shall have its upper level more than twelve inches (12") above the adjacent grade. No above ground pools are permitted. Swimming pools, hot tubs, spas and other similar structures and all equipment attendant thereto (e.g, mechanical, diving boards) shall be shielded from view so that they may not be seen from public and/or private streets. Slides and other recreational pool entry equipment are allowed only with prior written consent of the Developer or Association.

Section 5.20. Septic Tanks. No privy, cesspool, septic tank field or disposal plant shall be erected or maintained on any Lot and all Residences and Outbuildings shall have the plumbing connected to the sanitary sewer located within the street rights of way.

Section 5.21. Clotheslines. Garbage Cans, Woodpiles, Etc.. No clotheslines shall be allowed. Garbage cans, woodpiles, debris, trash, etc., shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the development. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No exterior burning of wood, leaves, trash, garbage or household refuse shall be permitted.

Section 5.22. Solar Collectors. No solar collectors shall be permitted without the prior written consent of the Developer or Association and when allowed shall be installed so as not to be visible from any street.

Section 5.23. Garage Doors. Each Owner shall keep his garage doors closed and shall not leave the interior of his garage open to public view, except when necessary for movement of motor vehicles and other permitted items stored therein. This prohibition against allowing a garage door to remain open shall be strictly construed. Each Owner shall keep his garage in a neat and orderly condition with all storage areas completely enclosed. Garages shall be used only for the parking of motor vehicles, storage and hobby workshop purposes.

ARTICLE VI MISCELLANEOUS

Section 6.1. Utility Services. Each Owner shall be responsible for paying all utility deposits, connection fees and

all utility costs with respect to the installation of utilities to service their Lot.

Section 6.2. Mortgages. The breach of any of the foregoing covenants, conditions, reservations, or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any mortgagee or trustee or Owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee's sale, or otherwise.

Section 6.3. Amendment. Developer reserves the right to modify or amend these covenants, with the exception of the square footage restrictions contained herein, by an instrument duly signed, acknowledged and recorded by the Developer.

Section 6.4. Waiver. No delay or omission on the part of any Owner in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions contained, shall be construed as a waiver thereof or acquiescence therein.

Section 6.5. Perpetuities Rule. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event tile terms shall be reduced to a maximum period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Mississippi.

Section 6.6. Dedicated Rights. The Properties shall be subject to any and all rights and privileges which the Lee County, Mississippi may have acquired through dedication or the filing or recording of maps or plats thereof, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed shall be in conflict with any applicable zoning ordinance or other applicable law. The Developer reserves the right at any time hereafter to dedicate and convey streets in the Properties to any appropriate governmental body or to the public.

Section 6.7. Utility Systems. It is expressly understood and agreed that the title conveyed by Developer to any of the lots by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, power, telephone lines, poles or conduits or other utility systems or appurtenances constructed along or upon said lots or any part thereof to serve the

Properties. The right to maintain, repair, sell, convey or lease such lines, utilities and appurtenances erected on the Properties to any public service corporation or any other party or parties is hereby expressly reserved to the Developer.

Section 6.8. Enforcement. Enforcement of these covenants may be undertaken by a proceeding at law or in equity, by either Developer, the Association, or any Owner against any person or persons violating or attempting to violate any one or more of these covenants. Any requirement that any such litigation shall be considered as class litigation, for the use and benefit of all of the Owners shall be and the same is hereby waived. Such litigation may be to restrain or enjoin or to recover money damages. All of the terms and provisions contained herein shall be specifically enforceable. In the event litigation is commenced to enforce any covenant contained herein, and such litigation is successful, the party breaching such covenant shall be responsible for all costs and expenses of such litigation, including attorney fees.

Section 6.9. Severability. Should any court, at any time, during the existence of any or all of these covenants, or any change or modification thereof, declare by decree, judgment or order that any part of such covenants, is invalid, then such judgment, decree or order shall in no way affect any of the other restrictions or limitations imposed by such covenants, all of which shall remain in full force and effect.

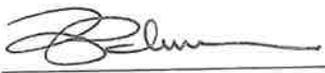
WITNESS THE SIGNATURE OF THE DEVELOPER, this the 5 day of December, 2025.

SOUTHERN OAKS AT MOOREVILLE,
LLC, a Mississippi limited
liability company

BY: 

TOMMY M. MORGAN

Its: Member/Manager

BY: 

DAMON PALMER

Its: Member

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority within and for the County and State aforesaid, TOMMY M. MORGAN and DAMON PALMER, who acknowledged that they signed and delivered the above and foregoing instrument in their respective capacity as the Member/Manager and Member of SOUTHERN OAKS AT MOOREVILLE, LLC, a Mississippi limited liability company, as its act and deed, after first having been duly authorized to do so by the Operating Agreement of said company.

Given under my hand and official seal, this the 5 day of December, 2025.

Morgan C. Brewer
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/12/26

