

BOOK 897 PAGE 2117

STATE OF MISSISSIPPI
PEARL RIVER CO.
I CERTIFY THE INSTRUMENT
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2006 FEB 21 AM 10:31
MISSISSIPPI DEPT OF REVENUE
RECORDS & ADMINISTRATION
PEARL RIVER, MISSISSIPPI
RECORDED

STATE OF MISSISSIPPI }
COUNTY OF PEARL RIVER }

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PHASE I, DESTINY OAKS SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for Phase J, Destiny Oaks Subdivision is made upon this the 10th day of February, 2006, by B & B HOLDINGS, LLC, a Mississippi limited liability company, (hereinafter referred to as "Declarant/Developer");

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference, and further hereinafter referred to as the "Properties". Declarant Intends by this Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Phase J, Destiny Oaks Subdivision, the development made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties and the interrelationship of the component residential owners, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such properties as are now or may hereafter be subjected to this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A", and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof, to-wit:

RETURN TO:
G. GERALD CRUTHIRD
PO BOX 1056
PICAYUNE, MS 39466

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1. All lots shall be used for single family residential purposes. Provided, however, Declarant and their agents shall have the right to use a lot as a temporary sales office for marketing and development purposes until all phases of this development are completed and sold.
2. No lot shall be divided into smaller parcels except to provide a larger building site. The minimum size for any lot on which a dwelling may be constructed shall be 9,500.00 square feet.
3. No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
4. The owner and developer shall appoint the Initial Architectural Review Committee which shall have three members. The Initial committee 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 Architectural Review Committee shall be held one (1) year from the date of the sale of the last lot, or July 1, 2010, whichever occurs first. A person, to be elected to the Architectural Review Committee 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 committee may enforce these covenants and take action against anyone who is in violation of any covenant. 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.
5. 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 in writing by the Architectural Review Committee and a building permit has been issued if required by law.
6. The Architectural Review Committee shall monitor all construction to see that these Covenants, Conditions and Restrictions are complied with; however, this committee 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.
7. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to conventional methods of construction, using conventional materials and must be completed within six (6) months from the date construction is commenced.

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8. Each dwelling shall be constructed with at least 1,2000 square feet of heated and cooled living area under the roof, excluding carport, attached garage and unenclosed porches.
9. No structures of a temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, 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.
10. Any separate structure such as equipment sheds, animal shelters, greenhouses, out buildings, or storage buildings must be placed to the rear of the dwelling. Such structures shall not be constructed or used until the dwelling on the lot is completed or under construction.
11. 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.
12. Front, rear, side and all other set-back requirements shall be the same as those set forth and provided in the Ordinances of the City of Picayune, Mississippi.
13. 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.
14. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and slighty appearance within Phase I, Destiny Oaks Subdivision. Developer, Property Owners' Association and the Architectural Review Committee, each, reserves and shall have the right to cut the grass for which the lot owner shall pay the Architectural Review Committee not less than \$50.00 for each cutting of their lot up to twenty-four (24) 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.
15. No trees may be cut or removed except for building sites and other improvements without the prior written approval of the Architectural Review Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or whitewashed

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16. 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.

17. No lot shall be used for the storage of 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.

18. No large animals, livestock, goats, swine or poultry 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. 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.

19. The discharge of firearms within Phase I, Destiny Oaks Subdivision is expressly prohibited.

20. Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling:

- 1) Owner's sign,
- 2) Realtor's sign
- 3) General Contractor's sign,
- 4) Lender's Sign

The signs must be professionally made and shall not be larger than three feet square.

21. 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.

22. 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 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.

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23. 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 and seal of B & B HOLDINGS, LLC, a Mississippi limited liability company, upon this, the 10th day of February, A.D., 2006.

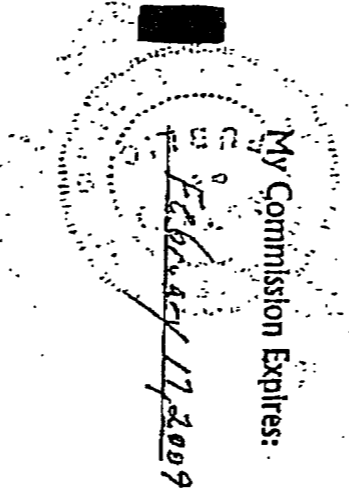
B & B HOLDINGS, LLC,
a Mississippi Limited Liability Company

BY: 
ROBERT L. LARSEN, JR. Member/Manager

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER }

PERSONALLY appeared before me, the undersigned authority, in and for the said county and state, on this 10th day of February, 2006, within my jurisdiction, the within named, ROBERT L. LARSEN, JR., who acknowledged that he is Member/Manager of B & B HOLDINGS, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company and as its act and deed, he executed the above and foregoing Declaration of Covenants, Conditions and Restrictions for Phase I, Destiny Oaks Subdivision, after first having been duly authorized by said limited liability company so to do.

My Commission Expires:




NOTARY PUBLIC

DECLARANT/DEVELOPER:

ROBERT L. LARSEN
P. O. Box 1163
Picayune, MS 39466
Telephone: (601) 798-6886

Prepared By:
G. GERALD CRUTCHIND
Attorney at Law
P. O. BOX 1056
PICAYUNE, MS 39466
TELEPHONE: (601) 798-0220

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EXHIBIT "A"PROPERTIES SUBJECT TO FOREGOING DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR PHASE I, DESTINY OAKS SUBDIVISION

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 00 degrees, 23 minutes, 06 seconds West along the West boundary of the Northwest Quarter of the Southeast Quarter of said Section 14 a distance of 263.96 feet to a point; thence North 89 degrees, 20 minutes, 29 seconds East a distance of 295.62 feet to a set ½ inch re-bar for the true Point of Beginning; thence North 89 degrees, 20 minutes 29 seconds East a distance of 150.08 feet to a found ½ inch re-bar; thence North 89 degrees 25 minutes, 31 seconds East a distance of 51.51 feet to a found ½ inch re-bar; thence North 89 degrees, 21 minutes, 32 seconds East a distance of 148.70 feet to a found ½ inch re-bar; thence North 89 degrees, 21 minutes 18 seconds East a distance of 311.90 feet to a found ½ inch re-bar; thence South 00 degrees, 09 minutes, 35 seconds East a distance of 620.76 feet to a found 1" square rod; thence North 89 degrees, 51 minutes, 31 seconds East a distance of 189.89 feet to a found railroad iron; thence South 01 degrees, 49 minutes, 07 seconds West a distance of 48.14 feet to a found ½ inch re-bar; thence North 89 degrees, 30 minutes, 10 seconds West a distance of 500.47 feet to a found ½ inch re-bar; thence North 00 degrees, 00 minutes, 38 seconds East a distance of 297.60 feet to a found ½ inch re-bar; thence North 89 degrees, 40 minutes, 47 seconds West a distance of 141.74 feet to a set ½ re-bar; thence North 03 degrees, 44 minutes, 32 seconds East a distance of 40.06 feet to a set ½ inch re-bar; thence South 89 degrees, 43 minutes, 30 seconds East a distance of 138.69 feet to a found 1 inch iron pipe; thence North 00 degrees, 05 minutes, 23 seconds East a distance of 100.23 feet to a found 1 inch iron pipe; thence North 89 degrees, 39 minutes, 45 seconds West a distance of 150.13 feet to a found 1 inch iron pipe; thence South 00 degrees, 13 minutes, 27 seconds West a distance of 100.39 feet to a found 1 inch iron pipe; thence South 89 degrees, 55 minutes, 34 seconds West a distance of 50.27 feet to a found ½ inch re-bar in a tree; thence North 00 degrees, 00 minutes, 43 seconds East a distance of 100.15 feet to a found ½ inch re-bar; thence South 89 degrees, 55 minutes, 27 seconds West a distance of 150.34 feet to a found ½ inch re-bar; thence North 00 degrees, 00 minutes, 47 seconds East a distance of 50.02 feet to a found ½ inch re-bar; thence North 00 degrees, 04 minutes, 52 seconds East a distance of 168.32 feet to the Point of Beginning. The property contains 0.97 acres more or less and is a part of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi.

ALSO: Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 00 degrees, 23 minutes, 06 seconds West along the West boundary of the Northwest Quarter of the Southeast Quarter of said Section 14 a distance of 263.96 feet to a point; thence North 89 degrees, 20 minutes, 29 seconds East a distance of 295.62 feet to a set ½ inch re-bar; thence North 89 degrees, 20 minutes 29 seconds East a distance of 150.08 feet to a found ½ inch re-bar; thence North 89 degrees, 25 minutes, 31 seconds East a distance of 51.51 feet to a found ½ inch re-bar; thence North 89 degrees, 21 minutes, 32 seconds East a distance of 148.70 feet to a found ½ inch re-bar; thence North 89 degrees, 21 minutes, 18 seconds East a distance of 311.19 feet to a found ½ inch re-bar; thence North 01 degrees, 02 minutes, 44 seconds East a distance of 20.97 feet to a found ½ inch iron pipe for the true Point of Beginning; thence North 00 degrees, 09 minutes, 23 seconds West a distance of 140.19 feet to a found ½ inch re-bar; thence North 89 degrees, 32 minutes, 59 seconds West a distance of 220.84 feet to a found ½ inch re-bar; thence South 00 degrees, 33 minutes, 35 seconds West a distance of 140.26 feet to a found ½ inch re-bar; thence South 89 degrees, 34 minutes, 15 seconds East a distance of 222.59 feet to the Point of Beginning. The property contains 0.71 acres more or less and is a part of the Northwest Quarter of the Southeast Quarter of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi.