

698
6/20/2

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

**DECLARATION OF PROTECTIVE COVENANTS FOR
NORTH HILL SUBDIVISION, PHASE II**

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 II, 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 side 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, hereby 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:

1. All lots shall be used for single family residential purposes. Provided, however, developer and his 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 one (1) acre, excepting only those lots shown on hereinabove referenced Plat filed by the Developer, Stuart Company, which are less than one acre, which said lots shall not be further subdivided.
3. No residence may be built or placed on less than one (1) lot and only one (1) residence may be built or placed on one (1) lot.
4. The Architectural Review Committee for North Hill Subdivision, Phase II, shall be the Architectural Review Committee heretofore established for North Hill Subdivision, Phase I. Notwithstanding any other authority granted to the Architectural Review Committee, said committee shall have the authority to receive, consider, grant or deny variances of or from these covenants. The Board of Directors of the North Hill Property Owners Association, Inc., a Mississippi non-profit corporation, shall have review authority of said committee and the board's decision in all matters shall be conclusive.
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

698
203

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.

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.
8. Each dwelling shall be constructed with at least 1,900 square feet of heated and cooled living area under 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, 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.
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. No structure shall be constructed or placed nearer than forty (40) feet from the front boundary line and twenty-five (25) feet from the side and rear boundary lines. This restriction shall not apply to driveways, mailboxes, or fences.
13. With reference to lakefront lots no structure shall be constructed or placed nearer than forty (40) feet from the front boundary line, twenty-five (25) feet from the shoreline and twenty-five feet from the side boundary lines. This restriction shall not apply to driveways, mailboxes, or fences.
14. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of health regulations.
15. 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.
16. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and slightly appearance within North Hill. 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 \$100.00 for each cutting of their lot up to twelve (12)

696
/ 204

- 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.
17. 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 white washed.
18. 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.
19. 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.
20. 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.
21. The discharge of firearms within North Hill is expressly prohibited.
22. 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 Contractor's sign,
 - d.) Lender's sign.
- These signs must be professionally made and shall not be larger than three feet square.
23. 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.
24. All owners of land that is contiguous to ponds and lakes shall be responsible for the maintenance and upkeep of the ponds, lakes, and dams. A perpetual easement is hereby reserved on, over, and across the dams of said ponds and lakes for this maintenance and upkeep.
25. The water level may not be altered around water front lots nor may any water front lots be filled with dirt or other fill material so as to change or alter the shoreline of any water front lot.
26. The use of motorized boats, water skis, or jet skis is prohibited.

698
/205

- 27. No bathouses shall be allowed.
- 28. Bulkheads and piers on lakefront lots shall be prohibited until the building plans, specifications, and plot plan of such bulkhead or pier has been approved in writing by the Architectural Review Committee and a building permit has been issued, if required by law. Piers shall not exceed six (6) feet in width and twenty (20) feet in length.
- 29. In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, Owner shall repair, replace, or completely remove the damaged or destroyed dwelling or structure within nine (9) months from the date of occurrence.
- 30. 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 and seven and one-half (7 1/2) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. Additionally, easements reserved on the recorded plans 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.

31. Property Owner's Association:
The North Hill Property Owners Association, Inc., a Mississippi corporation, shall be the Property Owners Association for North Hill Subdivision, Phase II.

32. 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 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.

33. Invalidation: 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 of STUART COMPANY, a Mississippi corporation, upon this the 1st day of June, A.D., 1998.

Stuart Company
a Mississippi corporation
By: E. C. Stuart, Jr.
E. C. STUART, JR., President

ATTEST:
Deborah Jabour Stuart
DEBORAH JABOUR STUART, Secretary

6/9/98
6/20/98

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 1st day of June, A. D., 1998, within my jurisdiction, the within named E. C. Stuart, Jr., who acknowledged that he is President of Stuart Company, a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed he signed, executed, and delivered the foregoing Declaration of Protective Covenants for North Hill Subdivision, Phase I for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 1st day of June, A.D., 1998.

Shirley L. Miller
Notary Public

My Commission Expires:

August 9, 2001

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 1st day of June, A. D., 1998, within my jurisdiction, the within named Deborah Jabour Stuart, who acknowledged that she is Secretary of Stuart Company, a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed she signed, executed, and delivered the foregoing Declaration of Protective Covenants for North Hill Subdivision, Phase I for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

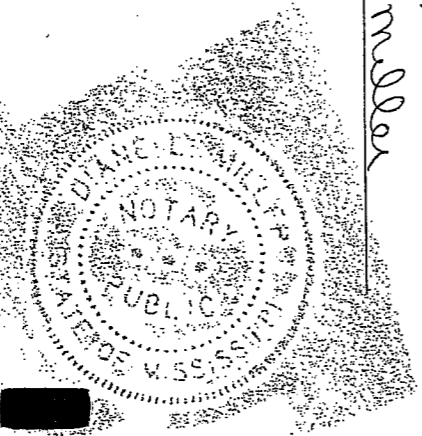
GIVEN under my hand and official seal of office, upon this, the 1st day of June, A.D., 1998.

Shirley L. Miller
Notary Public

My Commission Expires:

August 9, 2001

INSTRUMENT PREPARED BY:
M. D. TATE II, ATTORNEY AT LAW
108 EAST CANAL STREET
POST OFFICE BOX 129
PICAUYUNE, MISSISSIPPI 39466
TELEPHONE: (601) 798-1123
MS BAR NO. 7439



PEARL RIVER COUNTY. I hereby certify the foregoing instrument was filed for record in STATE OF MISSISSIPPI, at 10:30 o'clock AM and that the my office on the 2 day of June, 1998 at 10:30 o'clock AM and that the same is now duly recorded in Deed Record No 6928 on page 303 of Record of Deeds in my office. Given under my hand and Seal of office this 2 day of June, 1998

Shirley L. Miller
Notary Public
Russ
Clerk