

Be Inwood  
Sharp Rollinwood Plat

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PROTECTIVE COVENANTS

ROLLINGWOOD ESTATES SUBDIVISION, PART 1

The undersigned, SHEPPARD DEVELOPMENT COMPANY, INC., being the owner of all that property situated in Pearl River County, Mississippi, known as ROLLINGWOOD ESTATES SUBDIVISION, PART 1, and recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, in the records of the Chancery Clerk of Pearl River County, Mississippi, does hereby covenant and agree with all purchasers and future owners of all lots in ROLLINGWOOD ESTATES SUBDIVISION, that from this date until as hereinafter setforth, the following protective covenants shall apply to the property in said subdivision, to-wit:

1. LAND USE & BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 stories in height and a private garage for not more than 2 cars.
2. DWELLING COST, QUALITY & SIZE: No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intentions and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-store open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.
3. BUILDING LOCATION: No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except than 2 feet side yard shall be permitted for a garage or other permitted accessory building located 15 feet or more from the rear of the dwelling. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open carports, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9000 square feet.
5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.
8. TERM: 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 years from the date these covenants are recorded, after which time said covenants shall automatically extended for successive periods of 10 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.
9. ENFORCEMENT: Enforcement shall be by proceeding 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.
10. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade of elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 12.
11. With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided but not nearer than 10 feet to any street line where the natural elevation of the lot along the established minimum building setback line is more than either eight feet above or four feet below the established roadway level along the abutting street and where in the opinion of said Committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 10 feet to any street line.
12. ARCHITECTURAL CONTROL COMMITTEE: Membership. The Architectural Control Committee is composed of:
  - T. L. Sheppard, P. O. Box 10667, Jackson, Mississippi
  - J. E. Sheppard, P. O. Box 9872, Jackson, Mississippi
  - A. W. Heflin, P. O. Box 10667, Jackson, Mississippi

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A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

13. SIGNS: No sign of any kind shall be displayed to the public view of 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 and sales period.

14. 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 that they are not kept, bred, or maintained for any commercial purpose.

WITNESS THE SIGNATURE AND CORPORATION SEAL OF SHEPPARD DEVELOPMENT COMPANY, INC., this the 21st day of June, 1965.

SHEPPARD DEVELOPMENT CO, INC.

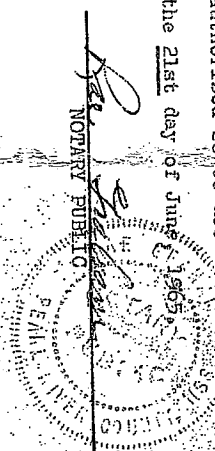
[Signature]  
President

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

This day personally appeared before me, the undersigned authority, in and for the said County, in the said State, the within named T. L. Sheppard, being President of Sheppard Development Company, Inc., who acknowledged that he signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned, and affixed thereto the Corporate Seal of said Corporation, for and on behalf of said Corporation, and that he was duly authorized so to do.

Given under my hand and official seal, this the 21st day of June, 1965.

My Commission Expires: 3-26-69



[Signature]  
NOTARY PUBLIC

CHECKED AND APPROVED BY CITY OF PICAYUNE, MISSISSIPPI:

BY: [Signature]  
TITLE: City Engineer

State of Mississippi  
Pearl River County  
Office on the 21st day of June, 1965, at 8 o'clock A.M. and this is the same as now and recorded in Deed Record No. 176 on page 207 of Book 207 Record of Deeds in my office. 9 day of July, 1965  
Given under my hand and Seal of office this 9 day of July, 1965

[Signature]  
County Clerk