

COPY

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR

STONEBROOK SUBDIVISION
Phase II

2007 12253
Recorded in the Above
DEED Book & Page
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Murphy Adkins - Chancery Clerk
Rankin County, MS

THIS DECLARATION is made and executed on this the 6th day of June, 2007, by TAG DEVELOPMENTS, INC., a Mississippi Corporation hereafter sometimes referred to as the "Declarant" or "Developer". Whereas the Declarant/Developer is the owner of certain land and real property located in Section 36, Township 4 North, Range 1 East, Rankin County, Mississippi, a parcel described in Exhibit "A" and known as STONEBROOK SUBDIVISION.

WHEREAS, said owner desires to impose certain Protective Covenants upon said Subdivision for the protection and benefit of all purchasers, the present and future owners;

NOW, THEREOF, in consideration of the advantages to accrue through such Protective Covenants and for good valuable considerations, said owner hereby covenants and agrees with any and all purchasers and owners of a lot or lots in Stonebrook Subdivision, that the following protective and restrictive covenants shall apply to all lots of said Subdivision, which are described as follows:

Lots 25 through 47, Stonebrook Subdivision, a subdivision in Rankin County, Mississippi, as shown by the map or plat thereof recorded in the Plat Records of the office of the Chancery Clerk of Rankin County at Brandon, Mississippi,

(1.) LOT USE: All lots shall be used for residential purposes only. No building 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 an attached garage for not more than three cars or less than two cars. Garages shall have garage doors. No garage may be greater in height or number of stories than the residence for which it is built. In no case shall any one lot or any combination of more than one lot be redivided or subdivided or otherwise combined other than such lots are indicated on the aforementioned plat or survey. No commercial ventures or businesses may be initiated, effectuated or consummated to any lots within subject lands, including yard sales or garage sales.

(2.) BUILDERS: All builders must be licensed in the State of Mississippi and approved by the developer in writing prior to any work commencement. The developer has the final word as to approval of said builders. It is understood that the developer has entered into a GASMARK agreement and all builders must adhere to all current GASMARK requirements and construct residence to GASMARK Home specifications.

(3.) SETBACKS: Setbacks on each lot are as stated: 10 foot sides; 20 foot rear; 35 foot front, and on corner lots: 8 foot from interior lot lines and 25 foot from street lot lines.

(4.) UTILITY LINES: All wiring has been run underground and other than those for street lighting, poles have been erected as to not mar the appearance of the streets. All service lines from residences to the street, which include electrical, telephone, and television cables, shall be underground.

(5.) RESTRICTIONS AS TO QUALITY AND SIZE: No structure shall be erected, altered, placed, or permitted to remain on any residential lot or lots unless it shall possess a minimum of one thousand six hundred (1,600) square feet (not including Bonus Rooms) of heated floor area. As to quality, all houses shall comply with or exceed the minimum property standards of the Federal Housing Administration under the single-family 203-B program. The quality of all roofing materials on any residence, outbuilding, or garage must be a minimum of 25-year architectural shingle. No roofs of white, red, or green in color are allowed. The pitch of the roof (not including porches) of all dwellings and garages will be 9/12 or greater.

Where GASMARK home specifications exceed minimum requirements of the Federal Housing Administration under the single family 203B program, GASMARK home specifications must be adhered. Gas piping is required for water heater, furnace, range or cooktop, dryer and fireplace.

(6.) ARCHITECTURAL CONTROL. No Improvements shall be commenced, erected, constructed, placed or maintained upon any Lot nor shall any exterior addition to or change or alteration be made until the Plans and Specification have been submitted and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall consist of the Declarant/Developer or its successors or assigns as the Declarant/Developer may deem appropriate. The initial voting members of the Architectural Review Committee shall be appointed by the Declarant/Developer. Upon receipt by the Architectural Review Committee, it shall have seven (7) days in which to review plans. In the event that the seventh day should not land on a normal business day (M-F), the review will be completed by the following business day.

(7.) RESTRICTIONS AS TO ARCHITECTURAL STYLE: For the purpose of this paragraph, the dwelling shall be considered in existence from the time excavations for the foundations are begun until said dwelling is removed from the development or is destroyed. The use of concrete blocks or asbestos siding as building materials or for an exterior finish is expressly prohibited. No vinyl or metal siding, or frieze board is allowed on eave or soffit. All exterior shall be at least seventy-percent (70%) brick. No siding covered chimneys are allowed; Chimneys must be finished in stucco or masonry. Any other exterior surfaces shall be reviewed by the Architectural Review Committee.

(8.) RESTRICTIONS AS TO THE FRONT OF LOTS, RESIDENCES, SIDEWALKS AND DRIVEWAYS: The front lines of each lot of said subdivision shall be the line of said lot as adjoins the street designated in the Subdivision. Each dwelling constructed, placed, moved and maintained upon any lot shall have its front facing the front line or lines of the lot or lots. Each residence shall have a paved wash gravel driveway extending from the pavement on the street on which the residence faces to the garage. Driveways on the corner lots of the Subdivision may extend from either street to the side designated in the Subdivision or the street on which residence faces. Each individual lot owner shall construct and maintain a 48" wide sidewalk of paved washed gravel (only) and to be set back 24" from back of curb and run parallel with the streets of Stonebrook Subdivision.

(9.) CONSTRUCTION SUPPLIES DELIVERY: Concrete loads are not to exceed eight yards at one time per truck.

(10) LOT MAINTENANCE AND UPKEEP: All front yard areas will be solid sod, including the area between curb and sidewalk. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his property cultivated and free of trash, weeds, and other unsightly material. Landscaping of a lot must be completed within Sixty (60) days after the date on which the main structure is 95% complete. All vacant lots must be kept maintained with weeds and grass cut. Builder and/or lot owner shall be responsible for keeping job site and street clean at all times during construction of said property. If this is disregarded the developer or appropriate governing agency shall have the power to cleanup and correct nuisances at builder and/or Owner's expense. Portable toilet facilities are mandatory on lot site at all times during construction, no exceptions.

(11) HOME APPEARANCE AND UPKEEP: No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished. No signs, billboards, posters, or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any residence, fence or other Improvement upon such Lot so as to be visible from public view except the following: (i) For Sale Signs. An Owner may erect one (1) sign not exceeding six (6) sq. ft in area, in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale. (ii) Political Signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or

more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and must be removed within fifteen (15) days after the election. Such signs shall not exceed 2'x3' in area, and must be fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground. No PODS shall be parked on the property for an extended period of time.

12.) VEHICLES: Overnight parking of all recreational vehicles and related trailers, trucks and/or sports equipment shall be in garages or appropriately screened enclosures, designed for parking. No motor vehicle may be repaired (except for emergency repairs) on any lot, street, or Common Areas within the subdivision except where such repairs are done within an enclosed garage or in an area screened from public view. No on the street parking of vehicles and at no time shall any automobile or other vehicle be parked on the lawn within a lot.

(13.) NUISANCES: No firearms shall be discharged or fired in the subdivision. No antenna for transmission or reception of television signals will be allowed. However, concave dishes or receivers for reception of satellite signals commonly referred to as satellite dishes not to exceed 20 inches (20") in diameter may be installed to the rear of the main residence but may not be installed in the front of the residence or beside it. Neither radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot, which may unreasonably interfere with the reception of television or radio signals upon any other lot. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition. No outdoor clothes drying shall be allowed except in areas shielded from view of the street. No exterior speaker, horn, whistles, bells or other sound devices, (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the property such that it becomes or will become clearly audible at the property line of adjoining property owners.

(14.) PETS: No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any parcel. Non-house pets shall be maintained within a sufficient fence or pen. All pets must be kept on a leash and under the control of their owner when they are outside of the lot and must not become a nuisance to other residents. Any outside enclosures for dogs, cats, or other household pets shall be located behind the rear of the living unit, and shall be screened from public view and shall be maintained in a safe and sanitary condition, in accordance with the general rules and regulations of any governing authority. The care and housing of dogs and the dogs regularly housed at the residence of the owner there of shall be limited to two (2) dogs per lot. The keeping of said animals shall be such as to not constitute an annoyance or nuisance to the neighborhood.

(15.) VISIBILITY OF MECHANICAL EQUIPMENT: No mechanical equipment, such as filter system or vacuum system for swimming pools, shall be located so as to be visible from the street and must be enclosed by treated wood fencing: except an air conditioning compressor, used in connection with the main living unit, may be located on the side of such dwelling provided that the unit is screened from the street view by shrubbery or by the Subdivision standard privacy fence. No air conditioning compressor may be located on the front of any structure facing the street. No window or wall type air conditioner which is visible from any street shall be permitted to be used, placed or maintained on or in any structure on any part of the Property

(16.) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(17.) GARBAGE, REFUSE OR WASTE: No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property and no odors shall be permitted to arise so as to render the Property or any portion unsanitary, unsightly, offensive or

detrimental to any other Property or its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. No lot shall be used or maintained as a dumping or collection ground for any items of garbage, waste, refuse, trash or items of a similar nature, except as such items may be present on a given lot for a temporary period of time as may be necessary to secure the removal thereof from a given lot, and in that circumstance, the same shall be maintained and kept in sanitary conditions.

(18.) DRAINAGE EASEMENTS: Drainage easements are as indicated on said subdivision plat and any abutting property owners will be responsible for maintenance. Also, no lot may be altered to create drainage onto an adjacent lot.

(19.) MULTIPLE LOT OWNERSHIP: No restriction herein shall prevent any person from owning more than one lot; and in such cases, the setback restrictions as set out by Rankin County, Mississippi, shall apply to outside boundaries of any such lots regardless of whether such outside boundary lines coincide with plot lot line or not.

(20.) FENCES: No fence, wall or lot enclosure may project to a point nearer the street than the front setback line or the side street set-back line, of adjoining property, except that shrubbery not over 2 feet high may be used to designate plot lines. All fences shall be constructed of wrought iron, brick, stone cedar, cypress, redwood, or pressure treated pine and shall not exceed six feet (6') in height. Chain link and barbed wire fences are expressly prohibited. It shall be a violation of this Declaration to maintain any fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base, or (ii) missing, loose or damaged rails in the fence, or (iii) symbols, writings, or other graffiti on the fence.

(21.) MAILBOX: A uniform mailbox has been established by the Architectural Review Committee. To ensure uniformity, the mailbox must be purchased by the Lot Owner from Iron Innovations (Style Lawler#9538) at the Developer's negotiated contract price.

(22.) IMPROVEMENTS. No Improvements shall be constructed upon any of the Property without the prior written approval of the Plans and Specifications for the Improvements(s) by the Architectural Review Committee. No Improvement shall be placed or installed as to be visible from the street or from the first floor of another residence without prior approval of the location and the Plans and Specifications of the Architectural Review Committee.

(23.) SWIMMING POOLS, TENNIS COURTS, SPORTS COURTS, PLAYSAPES AND BASKETBALL GOALS. The location and Plans and Specifications for any swimming pool, tennis court, sport court, playscape, or basketball goal, and its screening or fencing, shall be subject to the approval and requirements of the Architectural Review Committee. Above ground swimming pools may be prohibited. The materials, design and construction of all pools, courts playscapes and basketball goals shall meet standard generally accepted by the industry, shall comply with regulations of all applicable governmental entities, and shall meet all fence and setback criteria established by this Declaration and other applicable governmental regulations.

(24.) HOMEOWNERS ASSOCIATION: The Declarant/Developer shall, at such time as the Declarant/Developer deems appropriate, cause formation of a Homeowners Association with initial dues of \$200 per year. Every person or entity who is a record Owner in any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. The Homeowners Association will assume responsibility for maintaining all common areas including, but not limited to lighting and landscaping in common areas.

(25.) 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 thirty (30) years from the date these covenants are executed, after which time said covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by seventy-five

(75%) percent of the then owners of the lots in Stonebrook Subdivision, shall have been executed, agreeing to change the covenants in whole or in part; likewise any provision or term of these declarations may be amended at any time in the same fashion and by the same procedure.

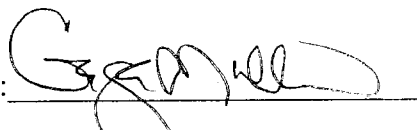
(26.) ENFORCEMENT: The Declarant/Developer and/or the Home Owners Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant/Developer or Home Owners Association to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

(27.) DECLARANT HELD HARMLESS: Each and every owner and occupant of any portion of Stonebrook Subdivision, shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless declarant, its agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the property, and the conduct of business in any other activities by such Owner or occupant or his guests or invitees on any portion of the Property.

(28.) SEVERABILITY: Invalidation of any of these covenants or restrictions by Judgement or Court order shall in no way or manner affect any of the other provisions and shall remain in full force and effect for the term herein specified.

WITNESS WHEREOF AND CONFIRMATION THE EXECUTION OF THE PRESENTS, on this 7th day of June, 2007

TAG Developments, Inc.

BY: 
GEORGE MULLEN, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named George Mullen, President, TAG Developments, Inc., and that for and on behalf of said Corporation, and its act and deed, he executed the above and forgoing instrument on the day and year mentioned, after first having been duly authorized by said Corporation so to do.

Given under my hand and seal of office, this 7 day of June.




NOTARY PUBLIC

My commission expires : April 15, 2008