

PROTECTIVE COVENANTS

FOR

OAK GROVE PART 4

KNOW ALL MEN BY THESE PRESENTS that the undersigned, OAK GROVE DEVELOPMENT, INC. being the owner of all of certain land and property lying and being situated in Rankin County, Mississippi, consisting of Lots 284 through 292 inclusive, and Lots 293 through 330 inclusive and Lots 331 through 360 inclusive known as Oak Grove Part 4, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi, in Plat Cabinet C at Slot 156 thereof, and being desirous of imposing certain protection of itself and all future owners and purchasers of residential lots lying within said subdivision, does hereby covenant and agree respecting all of said lots in said OAK GROVE PART 4, with all purchasers and future owners of each and any of said lots, that for a period of twenty-five (25) years from the date of this instrument the following protective covenants shall apply to each and every one of the above lots, to wit:

1. 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, plus a basement, if applicable, and a private garage or carport for the use of the occupants of such single-family dwelling.
2. The term "residential purposes" shall generally defined as single-family homes, 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 this property are hereby expressly prohibited.
3. No garage or outbuilding on said property shall be used as a residence or living quarters, except by servants engaged on the premises during the term of their employment.
4. Each residence shall be provided with off-street parking in the form of a concrete driveway extending from the street to the garage or carport. All homes must have a 2 car (full size) attached carport or garage. No open carports shall face the front or side street.
5. No animals will be permitted to remain in OAK GROVE PART 4, except dogs and cats as pets, and no fowl except birds that are caged as inside pets.

6. No trash, ashes, or other refuse may be thrown or dumped on any of the lots. A lot owner or any builder, in building or causing to be built a dwelling on any lot in OAK GROVE PART 4, shall keep the property clean and maintained and shall dispose of all trash and debris located on the lot.
7. 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. Once a permit is issued to allow building of improvements upon the property, the improvements must be completed within six (6) months from the date of this issuance of said permit. Building material shall not be placed or stored in the street or between the curb and property line.
8. All driveways must be constructed of concrete and all houses must have front concrete walks extending to the driveway or the street.
9. 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 and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots purchased before and after a house is built on the lot. Until a home or residence is completed on a lot, The DEVELOPER may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse the DEVELOPER for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.
10. No fence, wall or hedge shall be placed on any of the said lots nearer to any street than is permitted for the house on said lot. Any fence or wall constructed on any lot shall be constructed of cedar, cypress, redwood or brick. (CHAIN LINK FENCES ARE PROHIBITED!)
11. No clothesline shall be erected or maintained on any of said lots, nor shall laundry be hung, where exposed to view of the public or other lot owners; provided, however, that such usages shall be permissible where a fence is constructed of cedar, cypress, redwood or brick, which fence shall be of sufficient height and density to screen such clothesline and laundry from view.
12. Other restrictions applicable to each lot may be made by appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall inure to the benefit of all parties in the same manner as though they had been originally expressed herein.

13. If a garage, servant's house or other outbuilding is made an integral part of the residence, or is connected thereto, the set back distances from lot lines become identical with those stipulated for the residence itself.
14. No tent, shack, basement, barn or other outbuilding erected or located on any of the above described lots shall at any time be used as a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence.
15. No farm machinery, equipment, trailers, tractors or trucks larger than three-quarter (3/4) ton pick-up trucks shall be permitted to be parked or left standing overnight on any lot or street in said subdivision. This restriction, however, shall not apply to the use of vehicles for delivery of goods to, or services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots.
16. No privy, cess-pool, septic tank field or disposal plant shall be erected or maintained on any of the said lots, and all residences and outbuildings shall have the plumbing connected to the available sanitary facilities.
17. No obnoxious or offensive trade or activity shall be conducted on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
18. A lot owner, in building or causing to be built the original dwelling on any lot in OAK GROVE PART 4, shall not substantially duplicate the exterior elevation, including design or architecture, of any other dwelling then existing within four hundred (400) feet, being measured lineally along the subdivision streets, within OAK GROVE PART 4. For the purpose of this paragraph, a 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.
19. No dwelling shall be permitted on any lot at a cost, of less than Forty Thousand Dollars (\$40,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this 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. As to Lots 284 through 292 inclusive, and Lots 331 through 360 inclusive, the livable ground floor area of the main structure, exclusive of open porches and garages, shall not be less than six hundred (600) square feet for a dwelling of one and one-half or two stories, it being understood that in no case shall the total livable floor area be less than one thousand (1,000) square feet. As to Lots 293 through 330 inclusive, the livable ground floor

area of the main structure, exclusive of open porches and garages, shall not be less than nine hundred (900) square feet for a dwelling of one and one-half or two stories, it being understood that in no case shall the total livable floor area be less than one thousand two hundred fifty (1,250) square feet. No house shall have a roof with a pitch less than 6/12.

20. No building shall be located on any lot nearer than twenty feet to any street line upon which said building fronts and no building shall be nearer than fifteen feet to any side street. No building shall be located nearer than five feet to any interior lot line, or nearer than fifteen feet to the rear lot line. No detached garage shall be located nearer than eight feet to any side or rear lot line. No dog pen shall be located nearer than ten feet to any rear lot line. Eaves of buildings located within the set back lines provided in this paragraph may extend across said set back lines, but shall not extend across any lot lines. Accessory buildings, when detached from the main building shall be set back to the rear of the rear line of the main building on said lot and shall be screened from street view by a cedar, cypress, redwood or brick fence, not less than six (6) feet in height, and said accessory building shall not be located nearer than five (5) feet to the side lot line nor nearer than five (5) feet to the rear lot line, and further provided that nothing in these covenants shall be construed to permit a violation of City Ordinances which may be from time to time be more restrictive.
- 20a. At the time of construction of a dwelling on any lot in this subdivision, the then owner will construct a sidewalk 16" from and parallel to the curb, forty-two (42") inches in width and four inches thick, across the front of said lot, excepting only the paved driveway. The surface of said sidewalk shall have a broom finish and shall connect evenly with any sidewalk existing on an existing lot or any driveway.
- 20b. No satellite dish may be erected without approval from the Home Owners Association of said subdivision. Specifically, the location must be that it would not adversely affect the neighbors in a direct or indirect manner.
21. In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the restriction as to the dividing line between the said adjoining lots shall not apply insofar as it restricts the placing of any dwelling nearer than the number of feet set out in No. 20 (above) to a side lot line, but all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot.

22. THE DEVELOPER SHALL APPROVE THE PLOT PLAN AND THE PLANS AND SPECIFICATIONS FOR ALL HOUSES BUILT IN THE SUBDIVISION PRIOR TO ANY CONSTRUCTION.
23. No antennas, Citizen Band or otherwise that require towers or guide wires, shall be permitted on any lot in said subdivision at any time.
24. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat OAK GROVE PART 4.
25. All of the restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.
26. If any owner or owners of any lot so subdivided and platted, and thereby bound by these covenants, or their heirs, devisees, assigns, or successors in title, shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said lots may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable.

These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this instrument, at which time the covenants shall be automatically extended thereafter for successive ten (10) year periods, unless the owners of two-thirds of the lots in OAK GROVE PART 4, shall, by written instrument filed and recorded in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi, at any time after the date of this instrument, agree that these covenants shall either be changed in whole or in part, or agree that the same shall be terminated and rendered null, void, and of no further effect.

IN WITNESS WHEREOF, OAK GROVE DEVELOPMENT, INC., has executed the above and foregoing instrument of Protective Covenants, this the 20th day of July, 1999.

OAK GROVE DEVELOPMENT, INC.

BY: NOLAN D. PALMER, PRESIDENT

