

## **PROTECTIVE COVENANTS**

### **FOR**

### **SUNCHASE, PART 1**

**KNOW ALL OF THESE PRESENTS, WINDCHASE DEVELOPMENT, LLC** (Developer) being the owner of all of certain land and property lying and being situated in Rankin County, Mississippi, consisting of Lots 261, 262 and 281 through 361. Sunchase, Part 1, 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   C   at Slots 309, 310 thereof, and being desirous of imposing certain protection for itself and all future owners and purchasers of residential lots lying within said lots in said Sunchase, Part 1, with all purchases 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:

#### **SECTION ONE**

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 above grade, plus a basement, if applicable.
2. The term-residential purposes is hereby and generally defined as single-family homes, and shall exclude all commercial and professional uses and among other things garage apartments, apartment houses, duplexes and multi-family residences, profit or non-profit nursing homes, hospitals, and other similar private or charitable enterprises, and any such usage of this property are hereby expressly prohibited.
3. No garage or outbuilding on said property shall be used as a residence living quarters.
4. Each residence shall be provided with off-street parking in the form of a concrete driveway extending from the pavement on the street on which the residence faces to the garage, or from the pavement on the street to the side of such residence. Double enclosed attached garages are required.
5. No trash, ashes, or other refuse may be thrown or dumped, stored, or placed on any said lots.

6. No animals will be permitted, except dogs and cats as pets, and no fowl except birds that are caged as inside pets. No kennels are permitted and no more than two dogs, cats or birds per residence.
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 construction or improvements. 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 from entrance of the house to the house to the driveway or the street. All front yards of each residence must sodded prior to occupancy and one (1) hardwood tree planted and maintained in each front yard.
9. The owners, so as to maintain the same in a neat and attractive manner shall keep grass, weeds and vegetation on each lot bought mowed at regular intervals. 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. The DEVELOPER may, at its option and in its discretion, have dead trees removed and replaced from the property and remove debris, cut grass, etc. and the owner of such lot shall be obligated to reimburse that DEVELOPER for the cost of such work. Should he refuse or neglect to comply with the terms of this paragraph, then said cost shall be a lien against said property.
10. Any fence, wall or hedge placed on any of the said lots shall be at least fifteen (15) feet back from the front corner of the house on said lot. Any fence or wall construction on any lot shall be constructed of cedar, fir, treated pine, cypress, redwood or brick and shall be six (6) feet in height unless a shorter height is approved by DEVELOPER in writing. No chain link fencing will be permitted.
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.
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 endure to the benefit of all parties in the same manner as though they had been originally expressed herein.
13. No tent, shack, 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 temporary character be used as a residence.

14. No vehicles, motorcycles, ATV's, farm machinery, equipment, trailers, recreations vehicles (RV's), tractors, boats, vehicles unable to move under their own power or trucks larger than three-quarter ton pick-up trucks shall be permitted to be parked or left standing overnight on any lot or street front, side or rear yard in said subdivision. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots.
15. No privy, cess-pool, septic tank field or disposal plant shall be erected or maintained on any of the said lots, and all residences shall have the plumbing connected to the available sanitary facilities.
16. No obnoxious or offensive trade or activity shall be conducted on the above described lots, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood. Nor firearms, archery equipment or other devices of a similar nature, which may be classified as weapons, shall be operated or used on any lots in this subdivision.
17. No lighting shall be directed from a residence that will adversely affect adjoining Homeowners.
18. No lots or lots may hereafter be subdivided so as to create a building plot of less than 6,500 square feet; however, nothing in this paragraph shall prohibit the building of a residence on any lot of said subdivision as originally platted.
19. All proposed new construction; additions or modifications shall be subject to review and written approval by the Developer. The primary purpose of such review shall be to assist property owners in achieving compliance with the building restrictions. Construction of new structure includes, without limitations, equipment and material, gazebos, arbors associated with landscaping, and other similar construction. Accordingly, no construction shall commence until the plans and specifications shall have been submitted to and approved by the Developer, in writing. All air conditioning and heating units to be placed at rear of dwelling.
20. A lot owner, in building or causing to be built the original dwelling on any lot, shall not substantially duplicate the exterior, including design or architecture, of any other dwelling then existing on the same street within two hundred (200) feet within said subdivision. For the purpose of this paragraph, a dwelling shall be considered in existence from the time excavation for the foundations is begun until said dwelling is removed from the development or is destroyed.

21. No dwelling shall be permitted on any lot at a cost, exclusive of lot cost, of less than \$50,000.00 based upon the prevailing then cost to build said residence. The purposes of this covenant is 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 livable floor area of the main structure, exclusive of open porches and garages, shall not be less than 1250 total livable square feet. No house shall have a roof with a pitch less than four/twelve (4/12) on the main roof structure.
22. Any construction commenced on any house as provided in this declaration shall be substantially completed, including without limitations, all painting, within 180 days from the date such construction commenced as evidenced by the issuance of the building permit. Violation of this restriction shall be enforced by the immediate imposition of a lien by Developer against the lot upon which such construction extended beyond said days, at the rate of \$50.00 per day for each day such construction remains in violation of this restriction.
23. No building, inclusive of garage or carport, shall be located on any residential lot nearer than twenty (20) feet from the front lot line or nearer than five (5) feet to any side lot on interior lots. No building shall be located on any lot nearer than twenty (20) feet from the back lot line. No building shall be located on any lot nearer than twenty (20) feet from the side street lot line. Eaves of building located within the set back line provided in this paragraph may extend across said set back lines, but shall not extend across any lot lines.
24. Outbuildings when detached from the main building shall be located at least ten (10) feet from the main building on said lot, at least five (5) feet from the rear lot line, and at least five (5) feet from the side lot line.
25. No satellite dish may be erected or installed unless approved by Developer in advance; provided, however, in no event shall any satellite dish be installed in the front yard of any lot.
26. 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 set back requirements set out in numbered paragraph 22, relative to any common interior lot lines of such lots, may be waived by Developer in writing. However, all other restrictions herein contained shall apply to the same extent as if said dwelling had been build on a single building lot.

27. The Developer, as provided herein, shall approve the plot plan and the plans and specifications for all structures, inclusive of houses and outbuildings built in Sunchase, Part 1.
28. No antennas, Citizens Band or otherwise, that require towers or guide wires, shall be permitted on any lot in said subdivision at any time.
29. Mailboxes and their support posts shall be of the same design, material, and color for all lots. The developer shall establish the prototype for the mailbox unit, which all builders and homeowners must follow.
30. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision, plus a 5-foot drainage easement along all lot lines.
31. All of the restrictions and covenants appearing herein as well as those together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason are not enforceable, all others shall not be affected or impaired thereby, and shall remain in full force and effect.
32. Violation of any of the covenants and restrictions contained herein are enforceable by any other person or persons owning any of said lots and who may proceed 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.
33. There shall not be any basketball or any other type sports equipment placed in front of any home or in any driveway. No signs of any type except "For Sale" shall be placed on any lot. Any permitted "For Sign" sign shall not exceed 18" X 36" in size. The Developer may place open house signs that are larger and remove when house is sold.
34. All existing ditches, easements and natural water drainage elevations shall be the responsibility of the property owner and the property owner shall not impede, obstruct, block nor alter the flow of water so as to be harmful or a nuisance to the adjoining property. The property owner, by the acceptance of a deed to property in Sunchase, Part 1, does agree that they shall maintain the existing ditches and natural flow of watercourses for themselves and fellow property owners.

**SECTION TWO  
HOMEOWNERS ASSOCIATION**

35. Any homeowners association shall not have authority nor any control over any vacant lots improved lots owned by a homebuilder or the Developer until record title of said home has been transferred to a homeowner from said builder or the Developer.
36. There shall be created, as shown on the face of the plat of the subdivision, such open (common area) tracts as the Developer shall create. Such open-space tracts as well as all development shall be for the benefit of all properties in the subdivision and shall be maintained by the association, as provided in this declaration.
- A. At any time following the filing of the final subdivision map or plat for the subdivision, title to the mentioned open space located in the subdivision shall be conveyed to and accepted by the association at the discretion of the Developer.
- B. Subsequent to subject transfer of title, all responsibility and liability of the open space tracts, open-space easements, and/or any amenities located thereon shall become the responsibility and/or liability of the lot owners within the subdivision. All costs, including, but not limited to, maintenance expenses, insurance, and real property taxes related to the above mentioned property shall be borne by the individual lot owners who have purchased from the developer, such lot owners to pay their pro rata share based on the ration of their lots to the total number of lots that have been created by the filing of the final subdivision map.
- C. There is hereby created a Lien and Personal Obligation for each lot said by developer and the owner agrees by acceptance of a deed therefore, to pay to the Association the maintenance assessments or charges fixed, or established from time to time. Such purchaser of lots agrees the assessment and maintenance fees, together with such interest thereon and costs of collection thereof shall be ????? lien upon each lot when said assessment is made. Said assessment shall also be a personal obligation of the owner, together with costs of collection and interest of the owner of said lot when the assessment fell due. SAID ASSESSMENTS AND LIENS SHALL BE SUBORDINATE TO ANY BONA FIDE MORTGAGE OF DEED OF TRUST, while the lot is not owned by the mortgage company.

37. By acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, each lot owner shall be deemed to covenant and agree to pay to the association annual assessments and special assessments for capital improvements as may be created and set by the association. Each lot shall be entitled to one vote, except that any lot owned by Developer, shall be entitled to THREE votes.
38. Each owner, by purchasing any lot or home in the subdivision shall automatically become a member of the association and shall be bound by the terms and conditions of this declaration, the articles and bylaws of the association, and such rule and regulation as may be promulgated and adopted by the association under such articles and bylaws.
39. On transfer, conveyance, or sale by any owner of all of his or her interest in any subdivision lot, such owner's membership in the association shall thereon cease and terminate.
40. Except as provided in this declaration, the association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings.
41. The official address of the association is 777 Harris Street, Jackson, Mississippi 39292, and shall remain so until changed by the association at which time the association shall notify each member thereof of the change in address.
42. Each lot owner or lot purchaser, on purchase of such lot, shall immediately notify the association of such owner's name and address and pay an initial Membership fee of \$100.00
43. By written consent of seventy five (75%) of the votes related to each and all lots within the subdivision, the association may be given such additional powers as may be described by the association, or otherwise modify or amend this declaration in any manner.
44. Prior to the actual organization or incorporation of the association contemplated by the terms of this declaration, developer shall have the right at its option, to perform the duties and assume the obligations, and collect the assessments and charges, and otherwise exercise the powers herein conferred on the association in the same way and in the same manner as though all such powers and duties were herein given to developer directly. Included in these rights is the right for the Developer to cause the homeowners association to be organized and/or duly chartered. Developer shall also have the right to modify, amend, repeal, or change any of the terms of this declaration prior to the actual organization or incorporation of the association.

45. The association shall, at all times, observe all of the laws, regulations, ordinances, and the like of the City of Brandon, Rankin County, Mississippi, the State of Mississippi, and the United States of America, and if, at any time, any of the provision of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.
46. Subject to the limitations set forth in this declaration, the association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out provisions of this declaration.
47. This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the votes related to ninety five percent (95%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with office of the Chancery Clerk, County of Rankin, State of Mississippi.
48. All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this declaration.
49. Any lot owner, or the association, may maintain any legal proceedings to compel or enforce any of the terms and conditions of this declaration.
50. The initial members of the board of directors of the association shall include, but not be limited to, the Developer.
51. 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 ninety five percent (95%) of the then owners of lots in Sunchase Part 1 shall by written instrument filed and recorded in the office of the Chancery Clerks office of Rankin County, Mississippi, at any time after the date of this instrument, agree that these covenants shall either be changed in whole or in part, or ninety five percent (95%) of the then

owners of lots in Sunchase Part One, agree that the same be terminated and rendered null, void, and of no further effect. Notwithstanding anything to the contrary contained herein, Developer, and only Developer, may grant exceptions to the foregoing restrictions and covenants, in writing, as it deems necessary and appropriate, in its sole discretion.

52. Notwithstanding anything to the contrary herein, these covenants shall not be amended whatsoever without the express written consent of the Developer, so long as Developer owns any lots in the subdivision.

53. Any waiver of breach, exception granted in writing by Developer, or failure to enforce any covenant or restriction contained herein shall not effect the validity or enforceability of said covenants and restrictions.

**IN WITNESS WHEREOF, the Declarant, has executed the above and forgoing Instrument of Protective Covenants, this the 17<sup>th</sup> day of December, 2001.**

**DEVELOPER:**

**Windchase Developments, LLC**

**By:**

**Joel G. Ferriss, Manager**

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the jurisdiction aforesaid, the within named Joel Ferris who acknowledged that he is the Manager of Windchase Development LLC, a Mississippi Limited Liability Company, for and on behalf of the said limited company, as its act and deed as Manager, he executed the above and foregoing instrument after first having been duly authorized by said company so to do.