

LRW 3
107-125
128-176

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTION FOR
LAURELWOOD SUBDIVISION
PART 3: Lots 107-125; 128-176

WHEREAS, Fannin Properties II, Ltd. is the owner of certain property located in Rankin County, Mississippi and is described as follows:

Lots 107 through 125 and Lots 128 through 176, Part 3, LAURELWOOD SUBDIVISION as shown by a map or plat thereof, which has been filed with the Chancery Clerk of Rankin County, Mississippi, and is recorded in Cabinet B, Slide 263 of the plat records of said county reference to which map or plat is hereby made in aid of and as a part of this description, the same being a part of Section 23, Township 6 North, Range 2 East, Rankin County, Mississippi; and,

(hereinafter, the "Subdivision") does hereby publish and declare that the following covenants, conditions and restrictions shall be deemed to run with the land described on the aforesaid plat and shall inure to the benefit of and be binding upon the Developer and any person or other entity purchasing or otherwise acquiring an ownership interest therein, their respective heirs, legal representatives, successors, or assigns, to-wit:

PROTECTIVE COVENANTS FOR PART 3
OF LAURELWOOD SUBDIVISION
LOTS 107 THROUGH 125 AND 128 THROUGH 176

1. LAND USE AND BUILDING TYPE: All lots in the subdivision bearing numerical designation 107 through 125 and 128 through 176, Part 3, shall be known, described and used for residential purpose. No structure shall be erected, altered, placed or permitted to remain on any of said lots herein designated in said

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Subdivision other than one single family residential building construction per lot, not exceeding two (2) stories in height along with customary outbuildings, such as garage, carport or storage building, either separated with or in connection with the main dwelling.

2. RESIDENTIAL PURPOSE: The term "residential purpose" shall generally be defined as single-family homes, and shall exclude any and all home occupations and commercial and professional uses, and among other things, beauty parlors, mechanics, auto or lawn mower repair shops, garage apartments, apartment houses, duplex and multifamily residences, profit or nonprofit nursing homes, churches, schools, and other similar private or charitable enterprises. Any and all such usages of this property are hereby expressly prohibited. However, this paragraph shall not prohibit use of a portion of a residence as a part-time professional office, provided that no signs advertising such use are posted on or about the premises, no additional traffic is generated in the Subdivision because of such use, and an annual permit for such use is obtained from the appropriate governing authority.

3. BUILDING LOCATION: No building or any extension or part thereof (excluding exterior air conditioning compressors), shall be erected on any residential lot in the Subdivision nearer than twenty-five (25) feet from the front lot line; or nearer than twenty-five (25) feet from the rear lot line; or nearer than five (5) feet from the side lot line of such lots, as shown on the

recorded plat. Driveways and sidewalks shall not be considered as an extension of the structure for the purposes of setbacks. Driveways and walks may intrude upon the front, side and rear setback requirements. In the case of a corner lot, a twelve and one-half (12-1/2) foot setback will also be observed on the side yard with street frontage. Eaves of buildings located within the setback lines provided in this paragraph may extend across setback lines, but shall not extend across any other lot lines.

4. DWELLING SIZE: No main residential structure shall be permitted on any lot in the Subdivision, with a heated and cooled living area of less than 1200 square feet, provided that the Developer may approve up to a ten percent (10%) variance at its discretion. For the purpose of determining heated and cooled living area, porches (other than glass enclosed), garages, and storage areas, shall not be included.

5. DEVELOPER ARCHITECTURAL CONTROL BOARD: The plans and specifications for any structure to be constructed on a Subdivision lot must be submitted to the Developer prior to commencement of construction. Plans and specifications shall include, but not be limited to, a plat of the location of the structure on the lot, the floor plans and elevation of the structure, specification building materials list including roofing, brick, siding, and exterior color selection. The Architectural Control Board, to be appointed by Developer, will approve or disapprove said plans and specifications including exterior material and color selections. It is the intent

of the Developer to preserve an overall harmonious, pleasing appearance to the Subdivision through architectural control of exterior color and material selections, structure design and elevation. Such approval will not be unreasonably withheld.

6. GARAGES OR CARPORTS: Each single family structure shall be required to have an off street parking facility for not less than two automobiles; however, a garage or carport is not required for each residential structure. In the event, that a residential structure is not afforded a carport or garage, a privacy fence must be installed to cover most of the perimeter of the rear yard. Deviation from this restriction shall require approval of the Developer's Architectural Control Board.

7. PRIVACY FENCING: All privacy fencing materials and location must be approved by Developer's Architectural Control Board. Fencing material must be of treated wood and conform to height and design as specified by Developer's Architectural Control Board. Installation of chain-link, cyclone, or other wire fencing is not permitted. 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. Developer reserves the right to remove or cause to be removed, at Owner's expense, any fence, hedge, wall or other structure which interferes with the visibility required for the safe flow of vehicular traffic. An exception to the Subdivision standard privacy fencing will be the installation by Developer of any type of fencing he may choose to enclose certain perimeters of

the overall Subdivision or decorative fencing to enhance the visible appearance.

8. VISIBILITY OF MECHANICAL EQUIPMENT: No mechanical equipment, such as a 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, however, an air conditioning compressor used in connection with the main dwelling may be located on the side of such dwelling, provided that the unit is screened from street view by shrubbery or by Subdivision standard privacy fence. No air conditioning compressor may be located on the front of any structure facing the street.

9. OUTBUILDINGS: Outside storage buildings are permitted and shall be located to the rear of the main dwelling: however, there shall be no outside storage building placed on any lot unless the backyard is enclosed by privacy fencing. No outside storage building shall exceed a height of seven (7) feet, unless specifically approved by the Developer's Architectural Control Board.

10. MAIL BOX REQUIREMENT: All mail boxes shall be of standard design as approved by the Architectural Control Board. Said residential mail box shall be installed prior to close or final inspection of any house constructed on each lot.

11. LANDSCAPING REQUIREMENT: There shall be a minimum of landscaping installed around each house to be constructed on said lot. This minimum landscaping shall be determined by the

Architectural Control Board. In addition, there shall be a requirement that when no trees are located on an individual lot, one tree must be planted in the front yard of any house constructed thereon. This tree shall not be less than two inches (2") in diameter at the base of its trunk.

12. LOT APPEARANCE: Each owner shall maintain the appearance of his lot in high quality condition, and will provide and maintain landscaping on all easements and utility boxes located on his lot. The grass, flowers, and shrubbery must be kept in orderly fashion. Grass, weeds, and vegetation on each lot owned shall be kept mowed at regular intervals by each 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. This requirement applies to all lots owned before and after a home is built on the lot. Should any lot owner refuse or neglect to comply with the terms of this paragraph, before a home or residence is built 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 immediately to reimburse the Developer for the cost of such work, which cost shall constitute a lien upon the lot and shall be considered as an additional payment due.

13. EXTERIOR TV AND RADIO APPARATUS: No TV satellite dishes or similar apparatus may be installed on any lot. No radio or TV antennas may be installed which extend above the main structures

roof line. Any deviation from this restriction shall require approval of Developer's Architectural Control Board.

14. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, tent, basement, shack, barn or other outbuilding shall be used on any lot in the Subdivision at any time as a residence, either temporarily or permanently, nor shall any such structure be visible from the street.

15. USE OF ANCILLARY BUILDINGS: No garage or outbuilding on said property shall be used as a permanent residence or living quarters.

16. LOT SUBDIVISION:

A. No lot or lots platted in the Subdivision may hereafter be subdivided: however, nothing in the paragraph shall prohibit the building of a residence on any lot of said Subdivision as originally platted.

B. In the event an owner of two or more contiguous lots desires to construct one dwelling occupying a portion of both lots, then the covenants, conditions, and restrictions contained herein shall apply as if the contiguous lots were one single lot.

17. EASEMENTS: Easements for installation and maintenance of utilities, drainage facilities and green belt preservation are reserved as shown on the recorded plat. No privacy fencing shall intrude in these specified platted easement as designated on the recorded plat without approval of the Developer's Architectural Control Board.

18. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats or other household pets may be kept, provided that such are not kept, bred, or maintained for any commercial purpose. Any outside enclosures for dogs, cats, or other household pets shall be located behind the rear of the dwelling, 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.

19. CAMPERS, TRAILERS, BOATS, ETC.: Campers, camper trailers, recreational vehicles, boats and/or boat trailers shall be stored within the confines of the carport or garage. In the event that no carport or garage shall exist, such equipment shall be stored behind the required privacy fencing.

20. NUISANCES: No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

21. DUMPING OF WASTE: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

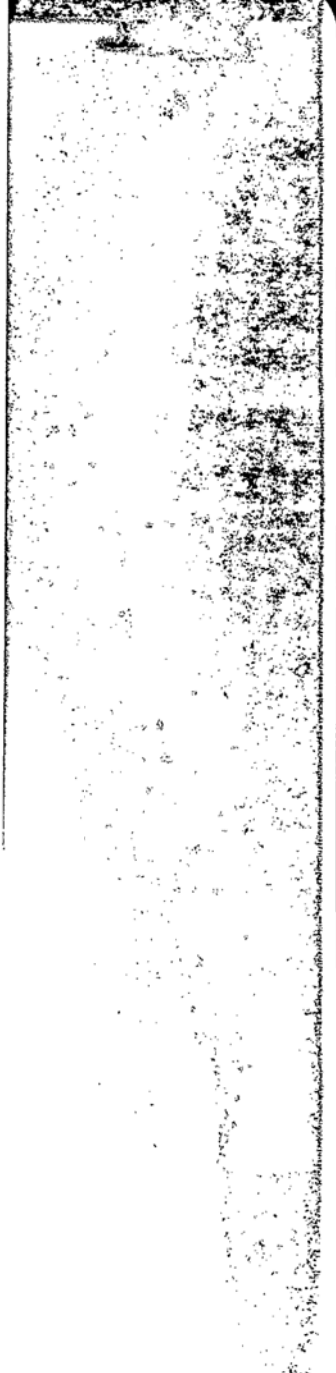
22. SANITATION: The use of privies, septic tanks, cesspools, or disposal plants for disposal of sewage is prohibited. The use of outdoor toilets is prohibited except during construction.. All residences constructed in the Subdivision must be connected to the existing Town of Flowood sewerage system.

23. WATER SYSTEMS: No individual water supply systems shall be permitted on any lot. All residences constructed in the Subdivision must be connected to the Town of Flowood water supply system.

24. STRUCTURAL ALTERATIONS, ADDITIONS AND EXTERIOR COLOR

CHANGE: If a property owner desires to alter, deviate, change, enclose, or incorporate additions of any type, including, but not limited to, addition of carport or garage, which deviate from the original plans and specifications as filed with the Developer, the property owner must submit revised plans and specifications indicating location, materials, color selection, design and location plat to Developer's Architectural Control Board for approval prior to commencement of construction of such alteration, deviation, change, enclosure or addition. This requirement shall also apply to exterior color changes. It is the Developer's intent to maintain an attractive, harmonious appearance to said Subdivision.

24. ENFORCEMENT: If any owner of any lot so subdivided and platted, and thereby bound by these covenants, or their heirs, devisees, and assigns or successors shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said lots in the Subdivision 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



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violation. In such an event, the owner of the lot or lots causing the violation or upon which the violation occurs, shall pay all attorneys fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants, and regardless of whether suit is actually filed, all such fees, costs and expenses shall be a lien upon the lot and improvements.

25. SEVERABILITY: All of the restrictions and covenants appearing herein shall be construed together, but if any one of the same shall be held to be invalid by judgment of court decree, or for any reason is not enforced or enforceable, none of the other restrictions of covenants shall be affected or impaired thereby, but shall remain in full force and effect.

26. TERM: These covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time these covenants shall be automatically extended thereafter for successive ten (10) year period. At any time the owners of 75% of the lots in said Subdivision may by written instrument filed and recorded in the Office of the Chancery Clerk of Rankin County, Mississippi, agree that these covenants shall be terminated or changed in whole or in part.

EXECUTED this 5th day of September, 1989.

FANNIN PROPERTIES II, LTD.

By: 

Larry L. Johnson, as Managing
General Partner

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the above county and state, LARRY L. JOHNSON, who acknowledged that he is Managing General Partner of Fannin Properties II, Ltd., a Mississippi general partnership, and that for and on behalf of said partnership and as its act and deed he signed and delivered the above and foregoing instrument on the day and year therein named.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 5th day of September, 1989.

MY COMMISSION EXPIRES MAY 10, 1993

My Commission expires.

Stephane C. Mayfield
Notary Public



89 9-15 PM 2:00
RANKIN COUNTY MS IN B 584 P 510
THIS INSTRUMENT WAS FILED FOR RECORD BY J. B. BARLOW, CHY. CLK.
Miss. Wilson D.C.

