

## WILDWOOD PROPERTIES OF FRANKLIN COUNTY, L.L.C.

## DECLARATION OF PROTECTIVE COVENANTS

031321

THIS DECLARATION made this the 11<sup>th</sup> day of July, 2002, by Wildwood Properties of Franklin County, L.L.C., a Mississippi limited liability company (hereinafter called "Company"),

## WITNESSETH:

WHEREAS, Company is the fee owner of the property in Franklin County, Mississippi described on EXHIBIT "A" hereto (The "Property") and desires to create a residential community thereon to be known as WILDWOOD ACRES SUBDIVISION (The "Subdivision"), to which additional land may be added thereto from time to time should the Subdivision be expanded; and

WHEREAS, for the preservation of the Subdivision and the values of the properties therein, Company desires to make certain declarations that the Property is and shall be held, transferred, sold, conveyed and occupied subject to certain covenants, restrictions, easements and other provisions (hereinafter referred to as the "Covenants"):

NOW, THEREFORE, the Company does hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said Subdivision and any additions thereto may be put, hereby specifying that said declarations shall constitute covenants running with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified:

1. All lots or parcels of land within the Subdivision shall be used for single-family residential purposes only and no residence shall be built on a lot containing less than one acre. All homes built must contain a minimum of One Thousand Five Hundred (1500) square feet of heated and cooled living area.

2. No structures shall be erected, altered, replaced or permitted to remain on any lot other than single family dwellings not exceeding two and one-half stories in height above the first floor building foundation, together with the usual and customary utility buildings such as garages or work shop. All buildings erected on any lot shall be of new construction, unless otherwise approved in writing by Company, and only one residence per lot shall be allowed. All roofing on structures must be architectural grade shingles or high quality metal roofing unless approved by the Company in writing. The term "residential purpose" as used

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herein shall be held and construed to exclude among other things, hospitals, medical or veterinary clinics, duplex houses, apartment houses, and structures for commercial and professional use other than a home office and these covenants do hereby prohibit such usage.

3. All residences shall be set back a minimum of fifty (50) feet from the front lot line, thirty (30) feet from each side lot line, and thirty (30) feet from the rear lot line, unless otherwise approved in writing by Company. Any other building located on said parcel shall comply with the same setbacks, unless approved in writing. Any building not enclosed shall be screened from the front and side streets.

4. All sewer disposal systems and septic tanks shall be approved by the Mississippi State Board of Health before same shall be constructed and operated on any lot in the subdivision.

5. No trailer, "manufactured home" or mobile home shall be placed on any lot. "Manufactured Home" as used herein, means any dwelling, which as a whole or in components, is fabricated elsewhere and moved to the parcel, or is classified as a "shell house" or in common parlance is referred to as a "Jim Walter" home. This provision shall not be construed to prevent the owner of a lot in the subdivision from owning and having a recreational vehicle designed for travel use located on the lot.

6. No obnoxious or offensive trade or activity shall be carried on upon any lot in the subdivision nor shall anything be done thereon that is or will become a nuisance in the neighborhood.

7. The Company hereby reserves an easement over and across the lots for construction and installation of utility service lines and poles:

- 10 feet in width adjacent to each side lot line;
- 30 feet in width adjacent to each rear or back lot line; and
- 20 feet in width across and adjacent to each front or street lot line.

These utility easements are reserved for drainage and for constructing, maintaining, or repairing a system or systems of electrical power, telephone, communication, and water lines and any gas, sewer and/or other utility line or lines that the Company, its successors or assigns, sees fit in its discretion to install across the property. The Company specifically reserves the right to assign these utility easements as necessary. Neither the Company, its successors or assigns, nor Franklin County, Mississippi nor any utility company using the utility easements herein referred to, shall be liable for any damage done by them, their agents, servants, employees or assigns to shrubbery, trees, flowers, or other property of the owners situated on the land covered by said easements, except to restore the surface of the

land to reasonably the same condition the same was in before construction commenced.

8. The title conveyed by the Company to purchasers of lots in the subdivision shall not in any event be held or construed to include the title to the water, gas, sewer, television, communication transmission cables, electric light, electric power, telephone, telegraph lines, poles or conduits, or any other utility or appurtenances constructed by the Company, its successors or assigns, or by any utility company upon said property. The right and easement to maintain, sell, repair, or lease such lines, utilities, and appurtenances erected by the Company, its successors or assigns, to any public service corporation or any other parties is hereby expressly reserved by the Company.

9. No trash, ashes, or refuse may be thrown or dumped on any parcel of land in the subdivision.

10. The care and housing of a large number of dogs, cats, and kennels is prohibited and dogs regularly housed at the residence of the owner shall be limited to two (2). Regardless of the number of animals kept, whether two or less, the keeping of said animals shall be performed in such a manner as to not constitute an annoyance, danger or nuisance to the neighborhood.

11. No building materials of any kind or character may be placed or stored upon any lot for more than three (3) months, except with the written consent of the Company, prior to the time the owner of such parcel commences initial construction or improvements. Thereafter, all building materials on said property shall be stored in a neat, orderly, and unobtrusive manner or properly screened, and said building materials shall be limited to that which is reasonably necessary for the construction of or the maintenance of the residence or other buildings located thereon.

12. The use of concrete blocks, masonite lapping or asbestos siding as building materials for an exterior finish is expressly prohibited.

13. No signs, billboards, posters, or advertising devices of any character shall be erected on any parcels except "For Sale" signs not exceeding four (4) square feet and signs identifying the owner of the property not exceeding two (2) square feet in size, except for those of the Company advertising and/or identifying the Property for sale or as otherwise permitted by the Company.

14. No equipment, cars, trucks, or other movable vehicles (including trailers) which require payment of taxes and purchase of license plates shall be kept on any parcel unless the owner thereof has paid taxes on such vehicles. Those disabled vehicles not requiring the payment of taxes and purchase of license plates shall not be kept on any parcel and shall be removed therefrom. No farm equipment or other vehicles shall be repaired on the premises,

except by the owner on equipment or vehicles owned or leased for the personal use of the owner or the owner's immediate family.

15. No temporary structures (trailers, mobile homes, etc.) shall be placed on lots during construction of a dwelling.

16. No structures shall be erected on any portion of any lot which portion is subject to any easement, except for driveways for ingress and egress.

17. Swimming pools may not be constructed, operated, or maintained unless properly landscaped and/or fenced and equipped with sufficient cleaning, sanitation, and purification equipment.

18. The grounds of each lot shall be maintained in a neat and attractive manner, and shall not be permitted to become an eye sore to the neighborhood. Upon the owner's failure to do so, the Company may, at its option, after giving the owner thirty (30) days prior written notice sent to his last known address, have the grass, weeds, and vegetation cut and have dead trees, shrubs and plants removed from any lot when and as often as the same is necessary in the judgment of Company.

19. All the restrictions, covenants, and reservations appearing herein, as well as those appearing in any deed for any parcel shall be construed together, but if any one of the same shall be held to be invalid or for any reason not enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

20. Company may designate a representative to exercise any rights held by Company herein or may assign its rights, in whole or in part.

21. If any owner of said parcel or their successors in title or any of them or their heirs, devisees, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Company, its successors or assigns to prosecute any suit at law or in equity against the person(s) violating or attempting to violate any such covenant to prohibit them from so doing, to correct such violations and/or to recover damages for such violations. Any person found by such court to have violated the covenants shall pay a reasonable attorney's fee to the party or parties bringing the action seeking to enjoin or correct said violations and the Court may establish the amount of said attorney's fees.

22. These protective covenants may be amended, in whole or in part, by seventy-five percent (75%) of the lot owners, their heirs, successors, and assigns, but only with the consent of the Company for so long as Company owns any lots in the Subdivision. Each property owner shall be entitled to one vote and there shall not be one vote per lot. Further,

these Covenants may be amended by the Company without the consent or approval of any other person to assure that the Subdivision is eligible for VA, HUD, or any other type of government financing, guaranty or insurance therefor.

23. These covenants are to run with all the land contained in the Subdivision, and shall be binding on all parties or persons claiming under the Company for a period of twenty (20) years from the date these covenants are recorded, and shall be continued for successive ten (10) year annual renewals thereafter unless these covenants are terminated by a vote of seventy-five (75%) of the lot owners. The Company can override the termination of these covenants as long as Company owns property in the Subdivision.

24. This declaration shall be a covenant running with the Property and shall apply to all lots created thereon or there from, including any additional lots added to the Subdivision subsequent to the date hereof.

WITNESS our signatures hereto on this the 11<sup>th</sup> day of July, 2002.

WILDWOOD PROPERTIES OF FRANKLIN COUNTY, L.L.C.

BY: Jerry E. Wilkinson  
JERRY E. WILKINSON  
President and Member

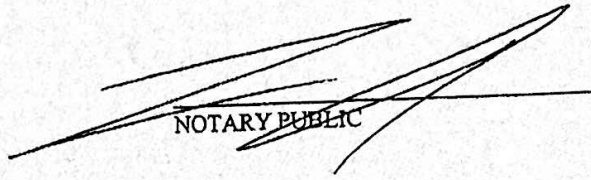
BY: Robert W. Hawkins  
ROBERT W. HAWKINS  
Secretary/Treasurer and Member

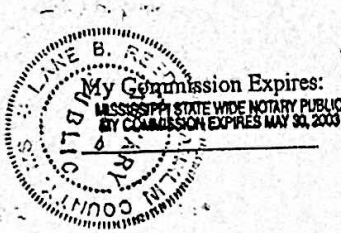
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STATE OF MISSISSIPPI

COUNTY OF FRANKLIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11<sup>th</sup> day of July, 2002, within my jurisdiction, the within named JERRY E. WILKINSON and ROBERT W. HAWKINS, who acknowledged that they are the President and Secretary/Treasurer of WILDWOOD PROPERTIES OF FRANKLIN COUNTY, L.L.C., a Mississippi Limited Liability Company, and that for and on behalf of the said limited liability company, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

  
NOTARY PUBLIC



## DECLARER:

WILDWOOD PROPERTIES OF FRANKLIN COUNTY, L.L.C.  
ROUTE 3, BOX 164-3  
MEADVILLE, MISSISSIPPI 39653  
TELEPHONE: None

## THIS INSTRUMENT WAS PREPARED BY:

H. B. Mayes McGehee  
McGehee, McGehee & Torrey  
Post Office Box 188  
Meadville, Mississippi 39653  
Telephone: 601-384-2343

## INDEXING INSTRUCTIONS:

SECTION 28, TOWNSHIP 5 NORTH, RANGE 4 EAST

SW $\frac{1}{4}$  OF NE $\frac{1}{4}$   
NW $\frac{1}{4}$  OF SE $\frac{1}{4}$