

COPY
STATE OF MISSISSIPPI
CHANCERY CLERK

**PROTECTIVE COVENANTS
GARDEN TERRACE SUBDIVISION
PHASE - III**

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CHANCERY CLERK
BY SB

WHEREAS, Garden Terrace Subdivision, Phase III is developed as a residential area and it is to the advantage of all parties hereto and their successors in title that the following express conditions, covenants, limitations and reservations be established on each and every lot in said subdivision to create a uniformity in use and ownership so as to avoid conflict and protect property values, and to enhance the harmonious nature of said subdivision:

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledge, the undersigned, does hereby establish the following express conditions, covenants, limitations and reservations on each and every one of the lots in GARDEN TERRACE SUBDIVISION, PHASE III.

Covenants related to building:

No lot shall be used except for residential purposes. 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 and one-half stories in height together with a private garage.

Outbuildings must be of construction consistent with the style and architecture of the main residential construction and are only permitted behind the back sill line of the main house.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure have been approved by the developers, or their successors in title, as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. Should the developers not be available to perform this function, an architectural committee, elected by the Garden Terrace Property Owners' Association shall perform this function.

The ground floor of the main structure, exclusive of open porches, storerooms and garages, shall be not less than 1450 square feet, heated and cooled area, for a one-story dwelling; not less than 600 square feet of ground floor for a dwelling of more than one story, with a total heated and cooled area of not less than 1450 square feet. All houses shall have a two-car garage, with a proper door installed at the time construction is complete. All exterior finish must be at least 65% brick masonry.

Construction must meet all specifications of the utility companies that provide utility services to this phase of development including water, natural gas, electric, and waste disposal. Coordination with these utilities is necessary from the early planning stage of home building. All installations must be as specified and approved by the utility companies. It is especially important

to coordinate all plans with the natural gas utility and waste disposal utility that will maintain the central sewer system, including selection and placement of sewer components and meeting of the specifications to hook onto the sewer system. The sewer utility will become the owner of the sewer components external to the house, except for the line from the house to the house's main tank, and will be responsible for its maintenance. All electrical service to the house from the street utility pole shall be underground as provided by Northeast Power or its successor, unless the distance from the pole to the home hook up exceeds 225 feet.

All lots shall have a minimum set back of fifty-five (55) feet from the center of the road. All buildings on lots shall be located no closer than ten (10) feet to the side and back lot lines.

All residences located on each respective lot shall be required to have completed, within the first six months from the date of beginning construction, a paved driveway, surfaced with plant mixed concrete.

All lot conveyances are subject to the reservations of the herein-described perpetual drainage, maintenance, and utility easements. The perpetual right of maintenance and use for the creation, existence, maintenance and use of perpetual drainage, maintenance, and utility easements are forever reserved by the signatories hereunder for the use and benefit of the world and do flow with the ownership of the lots either at the time of the recordation hereof or at the time of individual lot conveyances. A fifteen (15) foot, unless otherwise indicated on the official survey plat of the subdivision, perpetual drainage and utility easement on the rear sides of all lots are hereby provided for the use of all suppliers of private services or maintenance therefore, and such easements in said amounts shall be measured from each lot line, interior to the subject lot. A ten (10) ft. setback from back of lot, unless otherwise indicated on the official survey plat of the subdivision, perpetual drainage and utility easement on the front of all lots is hereby provided for the use of all suppliers of private services or maintenance therefore, and such easements in said amounts shall be measured from each lot line, interior to the subject lot. THE OFFICIAL SURVEY PLAT OF THE SUBDIVISION SHOULD BE CONSULTED before building.

No lot is to be further subdivided for the purpose of building more than one residence. However, nothing herein contained shall prevent a person who owns two (2) adjoining lots in the subdivision or one lot plus adjoining property from treating the combined area of the two parcels of property as one (1) building lot, in which event the setback lines, for the building purposes shall be construed and interpreted to apply to the outside lines of the two combined areas, not to the line which is common to both of the lots. No lot shall be sold for street purposes, or used as a street or easement to adjoining property or lots without the written consent of the developers. Lots may be subdivided for purposes of giving property owners larger acreage, but not for the purpose of building an additional house.

COVENANTS RELATED TO HOME OWNERSHIP AND COMMUNITY BEHAVIOR:

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be

done thereon which may become an annoyance or nuisance to the neighborhood.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

Storage of trailers, boats, campers, vehicles, machinery, etc., must be maintained out of sight of people using the public streets or thorough-fares and in a manner that is neat and organized.

Commercial activities are prohibited. However, this prohibition does not include occasional "garage sales" nor activities conducted solely within the home which have no external evidence of the activity, such as telephone sales, individual music lessons, free-lance writing, etc. No signs indicating any commercial activity are permitted, except those listed specifically below.

No activity is permitted which routinely significantly increases traffic into the subdivision, such as daily group lessons or monthly meetings of groups of more than ten persons.

No fence or wall shall be erected, placed, or altered on any lot nearer to any street than twenty feet behind the front sill line of the house. Attractive, well-maintained wood and/or brick fences are permitted. No chain link, barbed wire, or heavy metal fences with metal posts shall be erected. Thin unobtrusive metal fencing may be used, such as 2" by 4" welded wire, so long as attractive wood posts are used. Fences must be kept attractive, even, plumb and in good repair.

No animals, livestock, or poultry of any kind, including hunting dogs, shall be raised, bred, nor kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose or become a nuisance to the neighbors.

Pets must be kept under sufficient control by the owner so as not to cause annoyance to others in the neighborhood. Pet owners must not allow annoyances such as pets that damage property, dogs that bark more than thirty minutes a day, offensive pet odors, nor pet excrement to be a nuisance to neighbors.

No lot shall be used, or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Waste shall be kept in sanitary containers. All equipment for the storage or disposal of waste shall be kept out of sight except on the days of trash pick-up. Trash left for pick-up must be left in plastic bags or, preferably, trash cans maintained in good condition. There shall be no trash burning.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall

apply on any lot within ten (10) feet from the intersection of a street property line with the edge of the driveway or alley pavement. No obstruction shall be allowed which obstructs a 300-foot sight line along the main road.

Each property owner shall be responsible for maintaining and mowing that portion of the street right-of-way that is between the owner's front property lines and the edge of the paved street. No construction or alterations can be made to the roadway or road easement that does not meet county specifications and any such changes can only be made with permission of the developers. Each property owner shall be responsible to the developers or the county for any damage to the road or right-of-way caused by himself or by person employed by him during the construction or improvements on his property. All culverts placed on the road right-of-way, such as under driveways, must meet county specifications. Costs of changes or repairs to the road or right-of-way due to homeowner changes or error will be born by the homeowner.

No unused cars, wrecked cars, or parts of cars are to be stored on the premises. No parking other than infrequent brief parking is allowed on the street or on lawns. Commercial vehicles or machinery such as trucks, buses, backhoes, etc. may not be regularly parked in the subdivision. This does not apply to standard size pick-up trucks nor machinery required for ongoing construction.

It shall be impermissible to place a television satellite dish on any portion of the property so it can be seen from any public road or thoroughfare. Such dishes should also be screened from view by neighbors.

House that have garages opening to the front of the house must have garage doors installed at the time construction is complete and purchase of home has taken place by the first owners of the house. Owners of such homes are asked to keep their garage doors closed as much as practical, although these covenants do not attempt to define an exact proportion of time.

All property owners will undertake sufficient landscaping and maintenance of their property so as not to detract from the overall appearance of the subdivision and the property of their neighbors.

No signs shall be allowed in said subdivision except signs designating the lots or "For Sale or Rent" signs. In any event, said signs are to be no larger than six square feet in size. This covenant shall not apply to any sign placed on the property by the developers in advertising said subdivision property.

Each property owner agrees to become a member of the Garden Terrace Property Owners' Association, which includes members in other phases of the development. The purpose of this association is to provide for cooperation and coordination among property owners for the overall good of the subdivision. Each lot shall represent one vote. The association shall elect its own officers or representatives by a 51% majority vote. All decisions regarding dues made by the

association must be made with a 66% majority vote of the property owners with each lot representing one vote. Votes can be made by absentee ballot and by proxy. Each property owner who has a completed house on the property agrees to pay monthly dues as assessed by the Association. Until changed by the Association, dues will be \$5.00 per month paid semi-annually into an escrow fund. There will be a late penalty for any dues that are not received in a timely fashion. The funds will be used as directed by the Association for the betterment of the subdivision. Each property owner agrees, via the Property Owners' Association, to share in reasonable expenses associated with the quality maintenance of the subdivision including but not limited to entrance areas, recreation areas, and streets, to the extent that such maintenance is not undertaken by the county.

All electrical service to the house from the street utility pole shall be underground as provided by Northeast Electric Power Association or its successor. The charges and responsibility for operation and maintenance of street lights shall be born equally by the two lots closest to the interior lot line nearest the individual light in question. Said liability shall ensue from the date of purchase of each lot.

All street lighting installed by the Developer shall become the property of and responsibility of the Lot owner, which it serves. Its operating and maintenance expenses shall also become the Owner's responsibility. They shall not be removed or relocated without written approval of the Architectural Control Committee.

Mail boxes shall be located at the curb line of each lot in accordance with United States Postal Authority Regulations and be of such a design and constructed of such materials as specified and approved by the Architectural Control Committee.

On street parking is prohibited.

OTHER COVENANTS:

Slope control areas are defined as any lot or part of the real property hereinabove first described on which pine trees or other vegetation have been planted or grown to prevent erosion. Slope control areas shall be preserved. It is the intention of this Section to prevent property owners from denuding the land and not replacing the vegetation with other means of retaining the soil. Within these slope control areas, no structure or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope rations, create erosion or sliding problems, or which may change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Slope control areas shall be preserved. It is the intention of this Paragraph to prevent

property owners from denuding the land completely and not replacing the vegetation with other means of retaining soil. Within these slope control areas, no structure or other materials shall be placed or permitted to remain, or other activities undertaken, which may damage or interfere with established slope ratios, which may create erosion or sliding problems, which may change the direction of flow or drainage channels, or which may obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot. Erosion control is each lot owner's responsibility from property line to property line and up to the edge of the pavement regardless of the utility and drainage easements. All culverts for driveways shall contain headwalls and shall be maintained in an appropriate, neat manner.

The above covenants notwithstanding, the developers or their successors in title reserve the right to grant specific exemptions from these covenants when it is necessitated by State Health Department requirements or county regulations, when it would clearly do no significant harm to homeowners or the subdivision, or when it is in the overall best interest of the development of the subdivision.

After all lots of the proposed development have been sold by the developers, or their successors in title, a 75% numerical majority of the lot owners of the above described property shall have the power, through a duly recorded written instrument to alter these covenants. Prior to the sale of all lots, covenants can be altered with the combined approval of both the developers and a 75% numerical majority of the lot owners.

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 twenty-five (25) years from the date these covenants are recorded. After twenty-five years, any of these covenants may be waived in whole or in part or extended at any time by an instrument signed by the then owners of 75% of the lots in the entire development, which has been recorded, agreeing thereto.

Disagreements among property owners should, if at all possible, be worked out informally with a spirit of compromise and cooperation. However, if necessary, enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenants herein contained, either to restrain violation or to recover damages. Any owner of any lot in said subdivisions shall be vested with the rights under this paragraph. Attorney fees, court costs, and other costs of recovery will be borne by the violator, provided that the court determines that a violator, provided that the court determines that a violation has occurred.

No failure nor neglect on the part of the Grantor or of any owner of land embraced in said GARDEN TERRACE SUBDIVISION PHASES I, II & III to demand full compliance with these covenants, in the event of a violation, shall be construed as a waiver of such violation or operate an estoppel to restrain a continuance thereof; buy any such restrictions, conditions, requirements or provisions may be enforced at any time notwithstanding violations thereof; nor shall a waiver of any such provisions, requirements, restrictions or conditions in any particular be deemed a

waiver of any other default thereunder, whether of the same or a different nature.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the provisions, which shall remain in full force and effect.

OXFORD ENVIRONMENTAL HOMES, LLC

By: Raouf Dabus
Its: [Signature] Member

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3rd day of May, 2006, within my jurisdiction, the within named RAOUF DABUS who acknowledged to me that he is a member and manager of Oxford Environmental Homes, LLC, a manager-managed limited liability company, and that for and on behalf of said corporation as manager of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 3rd day of May, 2006.

 Amanda Johnson
NOTARY PUBLIC

My commission expires:

AMANDA J. JOHNSON
Mississippi Statewide Notary Public
My Commission Expires March 4, 2008

Indexing Instructions

Garden Terrace Subdivision, Phase III

Lot 102
Lot 103
Lot 104
Lot 105
Lot 106
Lot 107
Lot 108
Lot 109
Lot 110
Lot 111
Lot 112
Lot 113
Lot 114
Lot 115
Lot 116
Lot 117
Lot 118
Lot 119
Lot 120
Lot 121
Lot 122
Lot 123
Lot 124
Lot 125
Lot 126
Lot 127
Lot 128
Lot 129
Lot 130
Lot 131
Lot 132
Lot 133
Lot 134
Lot 135
Lot 136
Lot 137
Lot 138
Lot 139

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