PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CANNON RIDGE, PART IV A SINGLE FAMILY RESIDENTIAL COMMUNITY

The undersigned, The Cannon Company, being the Declarant hereof and the owner of the property subdivided, platted and described as Cannon Ridge, Part IV, a subdivision situated in Section 23, Township 5 North, Range 3 East, Rankin County, Mississippi, according to the map or plat thereof filed for record in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi, in Plat cabinet C at Slide 177 thereof, hereby declare that the following covenants shall apply to all lots in said subdivision,

A. ARCHITECTUAL CONTROL

1. Each lot shall only be used for one private single family residence which shall not exceed two and one-half stories in height and shall have a garage.
2. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations; any such excluded usage of the property not otherwise herein authorized, is hereby expressly prohibited.
3. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, projections and every other permanent part of the improvements, except roofs. Steps, terraces and planters outside of building lines will be permitted; however, provided that these elements may not extend higher than one foot (1') above finished grade lines at the 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 Developer or its designated Architectural Review Committee (ARC) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No plans will be approved without a contractor, licensed by the State of Mississippi, accepting responsibility in writing for the supervision of construction. The review and approval or disapproval of the ARC shall be final.

B. BUILDING SIZES AND CONSTRUCTION

1. The living heated and cooled area of the main house or residential structure constructed as a one-story residence on any homesite, exclusive of porches, garages, and storage areas shall not be less than 1,700 square feet. A two-story residence shall not be less than 2,000 square feet of heated living area, with the ground or main level consisting of at least 1,400 square feet.
2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate not less than two cars must be provided with no entrances facing the front of lot except on those lots where exemptions may be granted by developer or ARC.
3. The exterior of all dwelling and outbuildings shall be constructed of brick, stone, stucco, or other customarilly accepted exterior materials except metal or fiberglass. No vinyl siding shall be used on the front walls. The exterior of all outbuildings will be of the same material as the main residence.

4. All dwellings and outbuildings must have a roof of fiberglass shingles, slate, or tile. All fiberglass shingles shall be of the architectual style. The pitch of the roof (not including porches) of all dwellings and garages will be 8/12 or greater.
5. All lot conveyances are subject to the reservations of a 7 foot (7') perpetual easement along the street frontage, a ten foot (10') perpetual easement along the rear lot line, and a five foot (5') perpetual easement along each side lot line. These perpetual easements are for the creation, existence, maintenance and use of perpetual drainage, maintenance, and utility easements and are forever reserved by the signatories hereunder for the use and benefit of the developer, certificated utilities, and the City of Brandon.

C. BUILDING LOCATIONS
1. No building shall be erected nearer than thirty (30) feet from the front property line, or nearer than thirty (30) feet to any side street. No building shall be located nearer than eight (8) feet to any interior side property line. No residential building may be closer than thirty (30) feet to the rear property line and no building, even of a temporary nature, maybe placed in a utility easement. The residences on lots 85 thru 107 must face Park Ridge Drive with the exception of lot 104. On corner lots, any accessory or storage building must be erected near the rear corner of the lot away from the front or side street lot lines and must be located a minimum of ten (10) feet from both the side and rear lot lines.

D. DRIVEWAYS AND SIDEWALKS
On property served by underground electrical service, driveway locations must be coordinated with locations of electrical transformers along side lot lines. Location and width of driveways must be shown on site plans and approved by Developer or ARC. There must be adequate parking available for family and guests as extended street-side parking is prohibited. Driveways shall be of washed gravel finish. Prior to completion of residence, each lot owner will construct a 4 foot wide concrete sidewalk two (2) feet from the back of the curb along all street frontages. Each such sidewalk shall be scored at four (4) foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finished concrete four (4) inches in thickness with a slope to the street of one fourth (1/4) inch per foot. The initial construction and subsequent existence of the sidewalk shall constitute the granting of permission for use of the sidewalk to any and all persons who use same in a safe and reasonable manner.

E. FENCES
No fences, wall or hedge shall exceed six feet (6') in height and shall not be placed on any lot closer to the front property line than fifteen (15) feet behind the front corners of the house on said lot. Corner lot fencing, wall or hedges shall not be located any closer to the side street property line than the house set-back. All fences will be wood, brick or stone or a combination thereof.

F. MAILBOXES
Copper colored metal mailboxes on 2 1/2 inch decorative black iron posts as shown on attached diagram and will be purchased from vendors such as "Copper Sculptures" or "Outdoor Graphics" as designated by the developer.

G. MISCELLANEOUS
1. No trash, garbage, ashes, refuse or other waste shall be thrown out or dumped on any vacant property.
2. Grass and weeds shall be kept mowed to prevent unsightly appearances, Dead, diseased, or damaged trees shall be promptly removed or repaired. If not removed by owners, then the Developer or his successors may, but shall not be required to, remove such trees and/or clean-up property at owner's expense and shall not be liable for damage done in such removal.

Cost of said removal or clean-up by Developer or his successors shall constitute a lien upon said property.

3. No activity may be carried on or allowed to exist upon any parcel which may be noxious, detrimental, or offensive to any other lot or to the residents of Cannon Ridge Subdivision.

4. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any parcel, except that not more than a total to two (2) dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Non-house pets shall be maintained within a sufficient fence or pen.

5. No owner shall permit anything or condition to exist upon his property which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner shall keep all shrubs trees, hedges, grass and landscaping of every kind on his property, including any set-back areas, and/or street fronts, neatly trimmed, properly cultivated, and free of trash, weeds, and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any parcel unless the foliage line is maintained at a proper height to prevent obstruction of safe cross-visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the attached plat. The easement area of each parcel and improvements in it shall be maintained continuously by the owner of the parcel, except for those improvements for which a public utility company or authority is responsible. Developer or his successor may correct any such prohibited condition and the cost of same shall constitute a lien upon said property.

6. Each owner of a lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his property from adjoining or other lots in the subdivision; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his property. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract was completed by Grantor.

7. Each owner of a lot in this area known as Cannon Ridge agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining parcels, when such access is essential for the maintenance of drainage facilities.

8. No exterior speaker, horn, whistle, bell or other sound device, except security and/or telephone devices, shall be located, used or placed upon a lot.

9. No signs or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding 120 square inches in area and one sign for sale purposes not exceeding 8 square feet in area.

10. No outside clothes line or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public.

11. No garage or outbuilding on this property shall be used as a residence or living quarters. A garage shall be used solely by the owner or occupant of the parcel upon which the garage is located. No garage shall be converted to a use other than as originally constructed, without architectural approval and also providing an approved replacement garage.

12. No building materials or temporary building of any kind or character including, but not limited to, tents, shacks, garages or barns, shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials or temporary building shall be placed within the property line of the parcel of land which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line; and such temporary building or structure of any kind shall not be used for other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition, and must be removed upon completion of the construction

project.

13. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished. Owner or occupant of property shall correct any such condition of disrepair. Upon failure to do so within sixty (60) days of notification to remedy the condition by Developer or his successor, Developer or his successor may remedy or repair the condition and the cost of same shall constitute a lien upon the said property.

14. Landscaping of a lot must be completed within One Hundred Twenty (120) days after the date on which the main structure is 95% complete.

15. No dams shall be constructed nor any other alteration or change shall be made in the course or flow of any creek crossing, drainage flow or body of water abutting any lot, without prior written approval of Grantor or successor.

16. No tent, mobile home, trailer of any kind, or similar structure may be constructed, kept or used on this property; and no truck, motor home, camper, or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage.

The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters of facilities maintained during and used exclusively in connection with the construction, reconstruction, or repair of any work or improvements on said property.

17. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrailers, or the like shall be kept on any parcel other than in an enclosed building.

18. No privy, cesspool or septic tank or disposal plant shall be erected or maintained on any part of this property except by prior written approval of Grantor.

19. No excavation , except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the prior written consent of the Developer or ARC.

20. No antenna for transmission or reception of television signals will be allowed. However, concave dishes or receivers for reception of satellite signals, commonly referred to as satellite dishes not to exceed 30 inches (30") in diameter may be installed to the rear of the main residence but may not be installed in the front of the residence or beside it. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.

21. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

22. No part or parts of the land in this area shall be used in such manner which would increase the hazard of fire on any other part or parts of the land or any property adjoining the land.

23. Owners of all lots agree to pay their prorata share of the reasonable cost of maintaining the entrance to the subdivision. Unpaid assessments shall constitute a lien upon said property.

24. If 51% of the then Homeowners of Cannon Ridge Subdivision, all recorded parts, agree to form a Homeowners Association, then the owners of all lots (other than the Developer) agree to be bound by the bylaws and rules of such association and further agree to pay the assessments as designated by the Board of Directors which shall be elected from and by all lot owners (including the Developer) with each lot owner having one vote per lot. Assessments must be the same for all lots, and unpaid assessments shall constitute a lien upon the assessed lot.

25. Concrete loads are not to exceed eight yards at one time per truck.

26. Invalidation of any one of these covenants, conditions, or restrictions by judgement or court decree shall nowise affect any other provision which shall remain in full force and effect.

H. TERMS
These covenants are to run with the land and shall be binding on The Cannon Company, its successors or assigns, and any person purchasing or otherwise acquiring an interest in the real property above described, and all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recording of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by fifty-one percent (51%) of the then owners of the lots shall have been executed, agreeing to revoke said Covenants in whole or in part. Likewise, any provision or term of these declarations may be amended at any time in the same fashion and by the same procedure.

I. ENFORCEMENT
Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

EXECUTED the 5th day of JAN., 2000

David L. Bowling, Pres.
THE CANNON COMPANY

CORPORATE, PARTNERSHIP OR ASSOCIATION ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF Hinds

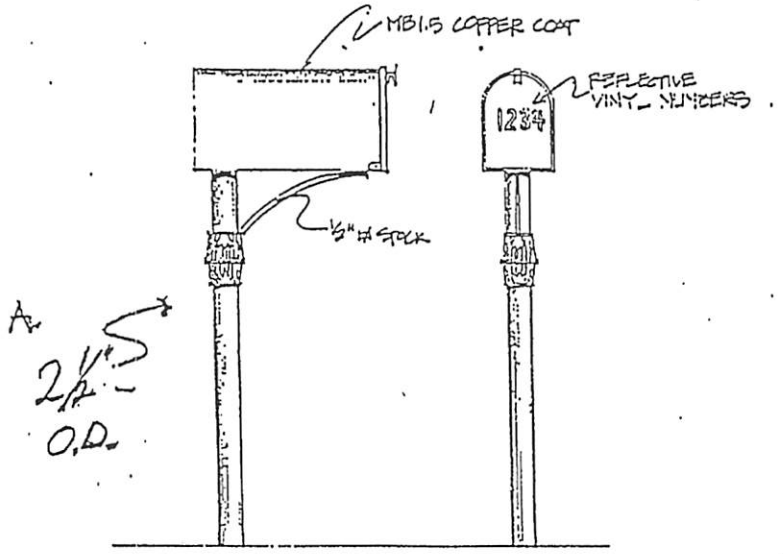
This day personally appeared before me the undersigned authority in and for the State and County aforesaid, DAVID L. BOWLING Pres. and
(Title) (Title)
the abovenamed The Cannon Company, a corporation who acknowledge that for and on its behalf, he signed, sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned as its act and deed being first duly authorized so to do.

Given under my hand and official seal of office, this the 5th day of Jan., 2000.

My Commission Expires: May 8, 2003

Notary Public

CANNON RIDGE



CHANCERY CLERK
RANKIN COUNTY, MS

RANKIN COUNTY MS
THIS INSTRUMENT
WAS FILED FOR
RECORD

2000 1-5 AM 11:30
IN B 898 P. 305
MURPHY ADKINS, CHY. CLK.
BY A Myers D.C.

Cannon Company