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RPT
L1-38

Index: SW1/4 of Section 14, Township 5 North, Range 3 East, Rankin Co. MS

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIDGE POINTE

A SINGLE FAMILY RESIDENTIAL COMMUNITY

The undersigned, Big Creek Development, LLC, being the Declarant hereof and the owner of the property subdivided, platted and described as Ridge Pointe, a subdivision situated in the SW 1/4 of Section 14, 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 397 thereof, hereby declare that the following covenants shall apply to all lots in said subdivision.

A. ARCHITECTURAL CONTROL

1. Each lot shall only be used for one private single family residence which shall not exceed one story in height and shall have a garage.

2. The term "residential" purpose as used herein shall be held to exclude hospitals, duplex 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 work "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. 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 one story residence on any home site, exclusive of porches, garages, and storage areas shall not be less than 1400 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 outbuilding shall be constructed of brick, stone, stucco or other customarily accepted exterior materials.

4. All dwelling and outbuildings must have a roof of architectural shingles, Owens Corning Driftwood color. The pitch of the main roof (not including porches, garages, etc.) of all dwellings will be 7/12 or greater.

5. All lot conveyances are subject to the reservations of a ten (10') foot perpetual easement along the street frontage, a ten (10') foot perpetual easement along the rear lot line, and a five foot (5) foot perpetual easement along each side of 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, certified utilities, and the City of Brandon.

C. BUILDING LOCATIONS

1. No building shall be erected nearer than twenty five (25') feet from the front property line, or nearer than twenty (20) feet to any side street. Each residence will have a five (5') feet set back on one side and ten (10') feet on the other side. No residential building may be closer than twenty (20') feet to the rear property line and no building, even of a temporary nature, may be placed in a utility easement.

D. DRIVEWAYS AND SIDEWALKS

1. On property served by underground electrical service, driveway locations must be coordinated with locations of electrical transformers along side lot lines. There must be adequate parking available for family and guests as extended street-side parking is prohibited. Service walks at street are to be four (4) feet wide. Each builder will be responsible for service walks on their own lot.

E. FENCES

1. No fences, wall or hedge shall exceed six feet (6) in height and shall not be place on any lot closer to the front property line than the front corners of the house on said lot. All fences will be of wood. Builder to fence from back corners of house to side to back property line fence. Developer will fence around rear property lines of subdivision.

F. MAILBOXES

1. Copper colored metal mailboxes on 2 1/4 inch decorative black iron posts as shown on attached diagram and will be purchased from Copper Sculptures 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, and if not removed by owners, then the Developer or his successors may, but shall not be required to, remove such trees 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 Ridge Pointe, Part One.

✓ 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 of 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 setback 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 Ridge Pointe 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.

12. No building materials or temporary building of any kind or character including, but not limited to tents, shacks, garages or banks, 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 re 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 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. Builder to sod front and side yards to back house corner fence lines.

15. No dams shall be constructed or 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, house trailers, 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 or shall any well or hole of any kind be dug on this property without the prior consent of the Developer or ARC.

20. No antenna or 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 thirty (30) inches 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 of 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~~ the entrance to the subdivision.

24. These covenants may be amended by an affirmative vote of at least sixty seven (67%) percent of the Homeowners of Ridge Pointe.

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

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

67%

27. Maintaining the Retention Pond shall become the responsibility of the Homeowners Association at the completion of the subdivision.

H. TERMS

1. These covenants are to run with the land and shall be binding on Big Creek Development, LLC, its successors or assigns, and any person purchasing or otherwise acquiring an interest in the real property above the 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 for ten (10) years unless an instrument signed by sixty seven (67%) percent 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

1. Enforcement shall be by proceeding 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 this the 3rd day of November 2003.



BIG CREEK DEVELOPMENT, LLC

By: Charles Renfro General Manager

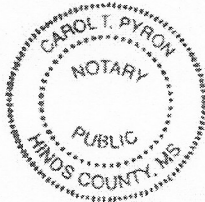
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me the undersigned authority in for the county and state aforesaid, this the 3rd day of November 2003, within my jurisdiction, the within named Charles Renfro acknowledged that he is a member of Big Creek Development, LLC and Mississippi member managed limited liability company, and that for and on behalf of said company he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Carol T. Pyron
Notary Public

My commission expires:
Notary Public State of Mississippi At Large
My Commission Expires September 20, 2007
Bonded Thru Hayden, Brooks & Garland, Inc.

This instrument prepared by:
Robert F. Wood, Esq.
HARRIS GENO, P.A.
111 East Capitol Street
Suite 290
Post Office Box 3919
Jackson, Mississippi 39207-3919
(601) 948-0048



2003 11-3 AM 11:30
IN B 1037 P 359
MURPHY JORDANS, CHY. CLK.
BY P. J. J. J. D.C.

Big Creek
Renfro
PO Box
720160
Bayram 39272

Indexing Instructions: Lots 1-38, Ridge Pointe Subdivision.

AMENDMENT TO PROTECTIVE COVENANTS
RIDGE POINTE SUBDIVISION

BE IT REMEMBERED that the undersigned are the owners of certain lots within the Ridge Pointe Subdivision, such lots identified under the signature line, and being situated in Rankin County, Mississippi, consisting of Lots 1-38, and known as RIDGE POINTE SUBDIVISION, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Rankin County, Mississippi, in Plat Cabinet C at Slide 397. The undersigned do hereby execute this amendment to those PROTECTIVE COVENANTS, recorded and filed in the Chancery Clerk of Rankin County, Mississippi in Deed Book 1037, Page 359. These amended covenants have been passed by sixty-seven percent (67%) of the owners of the lots in Ridge Pointe Subdivision, pursuant to the requirement set forth in the PROTECTIVE COVENANTS in Paragraph Twenty Four (24), recorded and filed in the Chancery Clerk of Rankin County, Mississippi in Deed Book 1037, Page 359.

IT IS THE INTENT OF THIS AMENDMENT TO HEREBY CHANGE PAGE TWO (2), PARAGRAPH TWO (2) OF THE PROTECTIVE COVENANTS TO READ AS FOLLOWS:

3. The exterior of all dwelling and outbuildings shall be constructed of brick, stone, stucco, or other customary accepted exterior materials except metal or fiberglass.

IT IS THE INTENT OF THIS AMENDMENT TO HEREBY CHANGE PAGE SIX (6), BY ADDING PARAGRAPH "I" OF THE PROTECTIVE COVENANTS AND FOR SAID PARAGRAPH "J" TO READ AS FOLLOWS:

J. MEMBERSHIP

1. Membership in the Homeowners Association is mandatory and all members are therefore subject to the Homeowners Association Bylaws. The Homeowners Association herein is part of the Cannon Ridge Subdivision Homeowners Association, Incorporated.

ALL OTHER RESPECTS SAID PROTECTIVE COVENANTS SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT TO THE BYLAWS OF
CANNON RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

BE IT REMEMBERED that the undersigned are the Board of Directors of the Cannon Ridge Subdivision Homeowners Association, Inc. and through Part Nine Amendments, said Board of Directors has "the power to amend or repeal the By-laws."

IT IS THE INTENT OF THIS AMENDMENT TO HEREBY CHANGE PAGE NINE(9), PART TEN (10), SECTION ONE (1) OF THE BYLAWS TO READ AS FOLLOWS:

Section 1. Property Subject to Declaration. The real property which is and shall be owned, held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved subject to this Declaration is located in Rankin County, Mississippi, and more particularly described as the Shiloh Road entrance to Cannon Ridge Subdivision, Cannon Ridge Subdivision, Parts I, II, III, and IV, V, VI, and VII and Ridge Pointe Subdivision, recorded in the Rankin County Chancery Clerk's office. In accordance with the protective covenants of these Subdivision Parts found in Book 727, Pages 39-44; and Book 730, Page 317; Book 827, Pages 417-431; Book 860, Pages 163-167; Book 898, Pages 305-310; Book 968, Pages 323-331; Book 2004, Pages 3203-3211; Book _____, Pages _____; and Book 1097, Pages 359-364; The Cannon Company being the Declarant thereof does hereby cause this association be formed.

ALL OTHER RESPECTS SAID BYLAWS SHALL REMAIN IN FULL FORCE AND EFFECT.