

Protective Covenants  
**Parkview Estates**  
Ellisville, MS

1. No parcels or lots of the above-described property shall be used except for residential purposes. Garage apartments and temporary structures are expressly prohibited. In addition to the single-family dwelling, a detached garage and one additional permanent detached building may be constructed not to exceed more than 800 sq. ft. All such buildings must be architecturally compatible with the dwelling constructed or to be constructed on the lot.
2. No building or other structures may be constructed, erected, moved upon or otherwise placed upon any of said lots or parcels conveyed which are commonly known and described as temporary buildings, modular homes, trailer or mobile homes.
3. No such detached single-family one story residence shall contain less than 2000 square feet of heated floor space, exclusive of porches and terraces, and no such single-family one and one-half or two story residence shall contain less than 2200 square feet of heated floor space, exclusive of porches and terraces. Minimum heated area for Lots 3 through 6 shall be 2200 square feet. Minimum roof pitch on all residences shall be a minimum of 7/12.
4. Building Set Backs (also subject to approval): The dwelling shall front on a public or private road and shall be set back from said road to a minimum of twenty-five (25) feet and shall extend no closer than thirty (30) feet to the rear property line of the parcel and no closer than ten (10) feet to the side property line of the parcel, and where the side property line of the parcel shall be a public or private road, then shall extend no closer than twenty (20) feet to the side property line of the parcel. For the purposes of this restriction and covenant, open and enclosed porches shall be considered as a part of the dwelling but eaves and steps shall not be so considered.
5. Subdivision of Parcels: No parcel as depicted in Exhibit "B" may be further subdivided so as to contain more than one (1) dwelling, however, nothing contained herein shall be construed as prohibiting the combination of more than one (1) parcel with other parcels or parts of other parcels so long as only one (1) dwelling shall be constructed or placed thereon, and the resulting square footage of land on which the dwelling is located shall not be less than contained in the smallest parcel depicted on Exhibit "B".
6. By taking ownership of a lot in Parkview Estates, said owner agrees to participate in the Parkview Estates Property Owners Association. The Parkview Estates Property Owners Association shall be the governing body and all decisions concerning assessments for constructions, maintenance and upkeep of common areas must require 84% approval of lot owners. Each Lot Owner shall have one vote for each lot owned. An Architectural Committee shall be three lot owners appointed by the Parkview Estates Property Owners Association yearly. Said committee shall oversee new home construction and design as well as compliance with all covenants stated herein. The officers of the Parkview Estates Property Owners Association shall be duly elected by majority vote yearly at the annual meeting of the Property Owners Association.
7. Building plans and dimensions must be submitted to Brett Cooley and shall include the following:
  - A. Exterior Elevations (exterior design of home can't be exact as existing homes, must have alterations done and submitted for approval)
  - B. Interior Floor Plan
  - C. Storage Building (if applicable)

- D. Driveway (also type substance used)
- E. Landscape plan and construction schedule  
Trees should be left on lot if practicable.

8. Accessory structures must be constructed of the same exterior siding and shingles and must have the same general appearance as the residence located on the Parcel; and must be located behind or to the side of the residence understanding that the residential set backs specified by Covenant #4 also apply. The walls, trim and shingles shall be the same colors as are on the residence. Accessory structures are to be placed on (a) a concrete pad or (b) block foundation. Any structures or projects constructed on any Parcel must be completed within six (6) months of commencement of construction.
9. All utility lines, including electrical lines, on the Parcel(s) must be underground with exception to any sewage-disposal system requirements specified by the standards and recommendations of the Mississippi State Board of Health.
10. Each Parcel shall have a sewage-disposal system, septic system or septic tank in compliance with the requirements, standards and recommendations of the Mississippi State Board of Health. Parcels on the pond shall have no discharge into the pond or within boundaries beyond the bound specified by the Health Department.
11. Fencing: All fencing needs prior approval. All fencing, except that of an ornamental or decorative nature, shall be board or equivalent. No chain link or barbed wire fences are allowed on any Parcel except that which currently exists as the subdivision boundary.
12. Each property owner will keep and maintain his yard and building or buildings in a clean and respectful manner. Each owner must prevent the development of any unclean, unsightly, or unkempt condition of buildings or ground on the property, which shall tend to substantially decrease the beauty of the area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate on any portion of the property. Garage doors must be used if the garage opens to front of the house or to a public street.
13. Parking – Each residential building shall provide for off-street parking in the form of concrete, asphalt, or slag driveway extending from the street paving to the garage or carport.
14. Signs on any lots will be limited to “Real Estate” for sale signs of the owner or his Real Estate Agent and shall be constructed to a typical size.
15. Front yards shall remain free and clear of vehicles, boats, trailers, and similar equipment other than for guest temporary parking of automobiles and residents’ temporary parking of automobiles.
16. No offensive activities shall be carried on any lot or dwelling.
17. Satellite dishes must be located behind residence and at least 25 feet from any other owner’s property or street. Satellites shall be screened off the site of other neighbors as much as possible. No satellite dish or other similar structure may be located on any Parcel unless such dish is thirty-six (36) inches in diameter or less.
18. Lights – The design and location of landscape lighting fixtures shall not be located near or in a manner that will adversely affect the outside enjoyment of the neighbors.
19. Trespass – No lot or any portion of any lot can be used for an entry way or street to adjoining properties, other than the easements recorded for utilities. No easement can be used as a road.

20. All dogs and cats owned by owners of the lots shall be kept behind a secured fence so as not to interfere with the peace and quiet use of a neighbor of his property. Pets are allowed out of the fenced area under the supervision of the owner. No more than a total of three domestic animals on one property, such as no more than one dog and two cats, two dogs and one cat, or three dogs / cats. No horses, cows or this type of animals on parcels. If a separate dog pen is to be used then said pen must be located at the rear of property at least 25 ft from side landlines.
21. No permanent parking of including, but not limited to, vehicles, motorcycles, utility trailers, watercraft of any kind, or campers, will be permitted on any road right of way. In addition, no junked or abandoned vehicles shall be allowed to remain on any Parcel unless stored in a garage or out building. All vehicles on any Parcel shall be in running condition and shall be properly registered and licensed; any vehicle not registered and licensed shall be considered a junked vehicle unless said vehicle is screened from public view and is being actively restored to a running condition.
22. Culverts under driveway must be of black plastic design of appropriate size.
23. In the event any dwelling is partially or completely destroyed by fire or other casualty, the owner of such dwelling shall promptly clear the lot or restore or reconstruct such dwelling at his own expense, in accordance with the original plans or as may be approved by the Architectural Committee.
24. These restrictions and covenants shall run with the land, lots or parcels conveyed and the title thereto, and shall be binding on all parties owning or claiming them by purchase, inheritance, devise or otherwise, for a period of thirty-five (25) years from and after this date, after which time covenants shall be automatically extended for such successive periods of ten (10) years. Notwithstanding, the Covenants, conditions, and restriction of this recording may be amended and / or changed in part with the consent of 84% of the lot owners (For this purpose each lot owner shall have one vote for each lot owned.) if mended and / or changed during the 25 year period of this recording or thereafter said covenants may be amended or terminated with the consent of at least 68% of owners. In any such case such amendment or change must be evidenced by a document in writing bearing each of their signatures. All such documents must be recorded in the offices of the Chancery Clerk of Jones County, Mississippi.
25. If the owner of claimant of any of said property shall violate or attempt to violate any of the conditions, restrictions or covenants herein contained, then in such event any other person or persons owning any other property herein, or portions thereof, or interest therein may institute and prosecute in the appropriate proceeding or proceedings, either at law or in equity for the purpose of enjoining any such violation or attempted violation and / or damages therefore, but there shall be no forfeiture or reversion of title because of any such violations or attempted violations of any of the conditions or provisions, or restrictions contained herein.
26. If any one or more of the conditions, restrictions or covenants herein contained shall be held by any Court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other restrictions and covenants contained herein.
27. The streets and roads shown on the Development map referred to above which provide access out to Graves Road are constructed in accordance with the standards and specifications of the Mississippi Department of Transportation and all applicable laws and ordinances of Jones County. Until such time as the Jones County Board of Supervisors shall accept and maintain said streets and roads, the maintenance and upkeep of said streets and roads shall be the responsibility of the Parcel owners pro rata.
28. Other than initially constructing the road right-of-ways to standards acceptable under all applicable laws and ordinances of Jones County, Mississippi and the standards and specifications of the Mississippi Department of Transportation, the Developer makes no other warranty or representation

with respect to said roads and does not intend to be solely responsible for any further maintenance which shall be the responsibility of the homeowner association.

29. Parcel numbers 3 through 6 shall have ownership and exclusive use of the pond located on the premises. The Owners of each Parcel shall own and control that portion of the pond adjacent to and described in his / her deed. The Owners of Parcels 3 through 6 shall determine the methods of maintenance for the pond and any upkeep required for integrity of the dam. These costs do not include routine maintenance, which shall be performed by each adjacent landowner, such as mowing.
30. The Description of property covered by these Protective Covenants and Building Restrictions is as follows:

A PARCEL OF LAND BEING LOCATED IN THE SE ¼ OF THE NW ¼ AND THE NE ¼ OF THE NW ¼ OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 12 WEST, FIRST JUDICIAL DISTRICT, JONES COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE SE ¼ OF THE NW ¼ OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 12 WEST; THENCE RUN N89°27'31"W ALONG THE SOUTH LINE OF SAID FORTY FOR 641.50' TO THE POINT OF BEGINNING; THENCE RUN N00°00'20"E FOR 1,102.85' TO THE SOUTH RIGHT OF WAY LINE OF GRAVES ROAD; THENCE RUN N47°56'04"W ALONG SAID RIGHT OF WAY FOR 337.20'; THENCE RUN N46°20'01"W ALONG SAID RIGHT OF WAY FOR 54.24'; THENCE RUN N39°57'29"W ALONG SAID RIGHT OF WAY FOR 94.12'; THENCE RUN N49°04'32"W ALONG SAID RIGHT OF WAY FOR 252.87'; THENCE RUN N46°23'09"W ALONG SAID RIGHT OF WAY FOR 103.96'; THENCE RUN N51°16'03"W ALONG SAID RIGHT OF WAY FOR 95.81' TO THE WEST LINE OF THE NE ¼ OF THE NW ¼; THENCE RUN S00°19'28"E ALONG THE FORTY LINE FOR 592.59'; THENCE RUN S00°20'22"E ALONG THE FORTY LINE FOR 138.58'; THENCE RUN S00°28'41"W ALONG THE FORTY LINE FOR 276.84'; THENCE RUN S00°26'27"E ALONG THE FORTY LINE FOR 730.98' TO THE SW CORNER OF THE SE ¼ OF THE NW ¼; THENCE RUN N89°11'25"E ALONG THE FORTY LINE FOR 215.29'; THENCE RUN N89°57'18"E ALONG THE FORTY LINE FOR 468.06' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 22.45 ACRES MORE OR LESS.


WITNESS MY SIGNATURE ON THIS THE 12th day of November, 2004.

  
BRETT DAVID COOLEY

STATE OF MISSISSIPPI  
COUNTY OF JONES

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, **BRETT DAVID COOLEY**, who acknowledged that he signed and delivered the foregoing Covenants on the day and year therein mentioned.

Given under my hand and official seal of office on this the 12<sup>th</sup> day of November, 2004.

  
NOTARY PUBLIC

My Commission Expires:  
MY COMMISSION EXPIRES JUNE 7 2005