

**RESTRICTIVE COVENANTS
OF
TILLERY PROPERTIES PHASE I.**

I CERTIFY THIS INSTRUMENT WAS FILED FOR RECORD IN Deed BOOK# 578 PAGE# 679
 1ST DIST. BILL NORTON, Chy. CLK
 JONES COUNTY By Jim Steber DC
 Ellisville, MS

KNOW ALL MEN BY THESE PRESENTS, that Tillery Properties, LLC (hereinafter referred to as the "Developer"), for the purpose of making that certain property known as **Tillery Properties Phase I** (hereinafter referred to as the "Development"), said property being owned by it and consisting of properties as described in Exhibit A attached hereto and as shown on a map thereof, attached hereto as Exhibit B, recorded in Plat Book 562 at Page 704 in the office of the Clerk of the Chancery Court for Jones County, Mississippi, a residential area, and in consideration of the mutual covenants and the agreements herein contained and other valuable consideration, does hereby contract, covenant, and agree with all other persons, firms or corporations now owning on hereafter acquiring any property in Tillery Properties Phase I.

**ARTICLE I
DEFINITIONS**

1. **Developer.** "Developer" shall mean and refer to Tillery Properties, LLC, a Mississippi limited liability corporation, its successors and assigns.
2. **Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel, including contract sellers and excluding those having such interest merely as security for the performance of an obligation.
3. **Parcel.** "Parcel" shall mean and refer to any numbered plat of land comprising a single dwelling site designated on any plat or survey recorded in the Office of the Clerk of the Chancery Court of Jones County, Mississippi, now or hereafter made subject to this Declaration.
4. **Plat.** "Plat" shall mean and refer only to the property described in Exhibit "A".
5. **Manufactured Home.** "Manufactured Home" shall mean manufactured homes as well as mobile homes, prefabricated and modular homes.

**ARTICLE II
PROTECTIVE COVENANTS**

1. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Parcels has been recorded, agreeing to change said covenants in whole or in part.
2. All of said property shall be known and described as residential property and no structure shall be erected, altered, placed or permitted to remain on any residential building Parcel within the Development, other than one detached single-family dwelling, not to exceed two and one-half stories in height. One detached garage may be permitted on each Parcel and shall be constructed so that the outward appearance and structure is of the same siding and shingles as the residence on said Parcel; said garage must not be constructed or located in front of the residence. Each dwelling shall be connected to the Development road or street by a concrete, asphalt or slag driveway.
3. No residence in said Development shall be erected or allowed to remain on any of the Parcel(s) which is less than One Thousand Two Hundred Fifty (1,250) square feet, exclusive of garages and porches. Each residence must have a porch of at least eight (8) feet by ten (10) feet and must either have a concrete slab and be constructed of either wood, brick or stone or be an eight (8) feet by ten (10) feet wood deck. All Parcel(s) must be landscaped and sown with grass seed within sixty (60) days of occupancy. Construction of said residence must be completed within one (1) year of commencement.

4. The setback provisions noted on the Development plat will control construction - unless contrary to the laws and ordinances of Jones County, Mississippi or such rules and regulations as may apply through the Jones County Building and/or Inspection Department - location in accordance with a duly issued building permit shall be sufficient. In the event such rules or regulations are different than designated on the plat, the setbacks shall be as regulated by Jones County. Provided, however, that driveways, eaves, steps and open porches shall not be considered a part of a structure for setback purposes, and the undersigned Developer, so long as he owns any property within the Development, shall have the right to waive any setback provision and approve any building location provided, always, that no portion of any structure on a Parcel may encroach upon another Parcel.
5. Each Parcel shall have any electrical pole on the property line and any electrical lines running from the pole to the residence must be underground.
6. Each Parcel shall have a sewage-disposal system, septic system or septic tank with a minimum of one thousand (1000) gallons and two hundred fifty (250) feet of line or larger depending on the demands placed on the tank, so that no surface water appears. Any sewage-disposal system, septic system or septic tank must comply with the requirements, standards and recommendations of the Mississippi State Board of Health.
7. No Parcel shall be used for any purpose other than residential. No noxious or offensive activity shall be carried on upon any Parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. Manufactured homes shall have the additional requirements as follows:
 - A. No single wide Manufactured Home shall be placed on any Parcel;
 - B. No Manufactured Home may be placed on a Parcel if that home was constructed more than six (6) years prior to the date on which it would be placed on the Parcel;
 - C. No fire damaged Manufactured Home may be placed on a Parcel subsequent to the fire;
 - D. All Manufactured Homes installed on a Parcel must be of similar type to those homes located in the Development and be consistent with the aesthetics of the other homes in the Development and meet the conditions contained herein; and
 - E. All Manufactured Homes must be underpinned within thirty (30) days of placement and must be underpinned prior to occupancy. Underpinning must be constructed of either brick or pre-cast stone.
9. No building, Manufactured Home, prefabricated home or modular home shall be erected on any tract nearer than twenty-five (25) feet to the front Parcel line, or nearer than ten (10) feet to any interior Parcel line, or nearer than ten (10) feet to any rear Parcel line.
10. 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 the residence. 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, b) block foundation, or c) piers with the floor of the building not more than twelve (12) inches above grade at any point, provided painted or vinyl lattice or vinyl skirting is placed around the perimeter. Any structures or projects constructed on any Parcel must be completed within six (6) months of commencement of construction.
11. No sign of any kind shall be displayed to the public view on any Parcel except one professional sign of not more than two (2) feet in width and height advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.
12. No horses, cows, swine, poultry or any other animal, except household pets such as dogs and cats (but no pigs), shall be kept on the Parcel. Pets shall be confined to Parcels and at all other times must be confined to a leash, kennel or other enclosed area, and owners shall be responsible for the actions of the pets. Pets may not be bred or used for commercial purposes. Dog Parcels, kennels, dog houses or other structures housing the pets shall be screened from public view.

13. Recreational and playground equipment shall be placed or installed only upon the rear of the Parcel, except that basketball goals, poles and backboards may be placed on installed other than upon the rear of a Parcel, provided they are painted and maintained in a neat and attractive manner.
14. No outside display of laundry is permitted.
15. The grounds of each Parcel (whether vacant or occupied) shall be maintained in a sightly, neat and sanitary condition and grass and landscaping shall be properly groomed and maintained.
16. No firearms shall be unlawfully discharged upon any Parcel at any time, and no "target practice" or contests of marksmanship shall be conducted at any time.
17. No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers which are screened from public view and located behind the main residence, except that containers may be placed at the road side up to twenty four (24) hours prior to scheduled garbage collection.
18. 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. No satellite dish or similar structure shall be located in the front of the main residence and must be located behind the residence.
19. 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.
20. No travel trailer, camper, recreational vehicle, basement, tent, shack, out building, garage or other similar structure, either temporary or permanently erected or placed on any Parcel shall be used as a residence either temporarily or permanently.
21. Fences shall not be permitted in front of or on the side of any dwellings and must be located to the rear of the residence and shall not extend forward of the rear corners of the dwelling.
22. The Developer reserves the right to divide Parcels within the Development so as to create additional building Parcels which would be subject to the protective covenants. Except for the right to do so reserved by the Developer, no Parcel within the Development may be divided so as to create an additional building Parcel, but property lines may be adjusted from time to time with portions of one Parcel thereby being added to another and the resulting Parcel shall be subject to these same restrictions.
23. The Developer reserves the right to use any Parcel within the Development to provide access to other property outside the Development. Except for the right to do so reserved by the Developer, no Parcel within the Development may be used to provide access to other property outside the Development.
24. The streets and roads shown on the Development map referred to above which provide access out to Mississippi Highway 11 are constructed in accordance with the standards and specifications of the Mississippi Department of Transportation and all applicable laws and ordinances of Jones County; and the Developer hereby dedicates said streets and roads to the Mississippi Department of Transportation and to the public. 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.
25. 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.

ARTICLE III
BREACH OF CONVENANTS

- I. In the event any breach of the covenants set forth in Article II hereinabove should occur, the Developer or any Owner in said Development shall give notice thereof in writing to the Owner or Owners of the Parcel upon which, or in front of which, such breach is continuing and allow ten (10) days from the receipt thereof by such Owner or Owners for the remedy of such breach. In the event such breach shall not be remedied within such ten (10) day period, the other Owner in said Development may commence any action at law or in equity as may be permitted by law to enforce this covenant.

IN WITNESS WHEREOF, the undersigned, being all persons with interests in said property, have hereunto set their hands and seals, this the 16th day of January, 2004

TILLERY PROPERTIES, LLC

BY: [Signature]
PRESIDENT

SWORN TO AND SUBSCRIBED before me on this the 16th day of January, 2004.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 13, 2006
BONDED THRU STEGALL NOTARY SERVICE
(seal)



BANCORPSOUTH BANK

BY: [Signature]
DIVISION PRESIDENT

SWORN TO AND SUBSCRIBED before me on this the 16th day of January, 2004.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires June 27, 2004
(seal)

