

PROTECTIVE COVENANTS

FOR

JACK'S CROSSING

JC
L1-59

KNOW ALL BY THESE PRESENT, FANNIN DEVELOPMENT, LLC (Developer), being the owner of all certain land and property lying and being situated in Rankin County, Mississippi, consisting of Lots 1 through 59, Jack's Crossing, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi, in Plat Cabinet D at Slot 81 thereof, and being desirous of imposing certain protection for itself and all future owners and purchasers of residential lots lying within said lots in said Jack's Crossing, with all purchases and future owners of each and any of said lots, that for a period of twenty-five (25) years from the date of this instrument the following protective covenants shall apply to each and every one of the above lots, to wit:

SECTION ONE PROTECTIVE COVENANTS

1. All lots shall be used for residential purposes only. 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 stories in height above grade, plus a basement, if applicable.
2. The term-residential purposes is hereby and generally defined as single-family homes, and shall exclude all commercial and professional uses and among other things garage apartment, apartment houses, duplexes and multi-family residences, profit or non-profit nursing homes, hospitals, and other similar private or charitable enterprises, and any such usage's of this property are hereby expressly prohibited.
3. No garage or outbuilding on said property shall be used as a residence living quarters.
4. Each residence shall be provided with off-street parking in the form of a concrete driveway extending from the pavement on the street on which the residence faces to the garage, or from the pavement on the street to the site of such residence. Double enclosed attached garages are required.
5. No trash, ashes, or other refuse may be thrown or dumped, stored, or placed on any said lots.
6. No animals will be permitted, except dogs and cats as pets, and no fowl except birds that are caged as inside pets. No kennels are permitted and no more than two dogs or cats per residence.

7. No building material of any kind or character shall be placed or stored upon the said property until the owner is ready to commence construction or improvements. Building material shall not be placed or store in the street or between the curb and property line.
8. All driveways must be constructed of concrete and all houses must have front concrete walks extending from entrance of the house to the driveway or the street. All front and side yards of each residence must be sodded prior to occupancy and two (2) hardwood trees planted and maintained in each front yard.
9. At all times, and at the owner's sole and exclusive expense, it shall be the owner's exclusive obligation to apply to such owner's lot(s) all required methods of erosion control, including but not limited to the use of silt fences, the seeding and/or planting of grass, laying of sod, or any and all other methods as may be required either by law or any applicable permits obtained for any purpose related to said lot(s), any regulatory authority or these covenants. In the event owner fails to comply, Developer or the Homeowners' Association, without notice, shall be entitled to immediately repair or correct any non-conformance, and owner shall immediately, on demand, pay Developer or the Homeowners' Association any and all costs and/or fees incurred by Developer or the Homeowners' Association, plus administrative fees of twenty percent (20%) thereon, such amounts being immediately due and payable on demand. All charges under this Paragraph 9 shall constitute a lien against such owner's lot until paid in full.
10. The owners, so as to maintain the same in a neat and attractive manner shall keep grass, weeds and vegetation on each lot bought mowed at regular intervals. Trees, shrubs and plants, which die, shall be promptly removed from such lots. In the event owner fails to comply, Developer or the Homeowners' Association, without notice, shall be entitled to immediately correct any non-conformance, and owner shall immediately, on demand, pay Developer or the Homeowners' Association any and all costs and/or fees incurred by Developer or the Homeowners' Association, plus administrative fees of twenty percent (20%) thereon, such amounts being immediately due and payable on demand. All charges under this Paragraph 10 shall constitute a lien against such owner's lot until paid in full.
11. No fence, wall or hedge shall be placed on any of the said lots nearer to any street than is permitted for the house on said lot unless approved in advance by Developer in writing. Any fence or wall construction on any lot shall be constructed of cedar, fir, treated pine, cypress, redwood or brick. No chain link fencing will be permitted. Prior to occupancy of any dwelling, the owner of a lot who has a lot line which adjoins or abuts a common area, detention basin or the north property line of Jack's Crossing shall construct, at his sole expense, a fence in accordance with the specifications provided by Developer.
12. No clothesline shall be erected or maintained on any of said lots, nor shall laundry be hung, where exposed to view of the public or other lot owners.

13. Other restrictions applicable to each lot may be made by appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall endure to the benefit of all parties in the same manner as though they had been originally expressed herein.
14. No tent, shack, barn or other outbuilding erected or located on any of the above described lots shall at any time be used as a residence, either temporary or permanent, nor shall any structure of temporary character be used as a residence.
15. No farm machinery, equipment, trailers, recreational vehicles (RV's), tractors, boats, vehicles unable to move under their own power or trucks larger than three-quarter ton pick-up trucks shall be permitted to be parked or left standing overnight on any lot or street front, side or rear yard in said subdivision. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots.
16. No privy, cess-pool, septic tank field or disposal plant shall be erected or maintained on any of the said lots, and all residences shall have the plumbing connected to the available sanitary facilities.
17. No obnoxious or offensive trade or activity shall be conducted on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Nor firearms, archery equipment or other devices of a similar nature, which may be classified as weapons, shall be operated or used on any lots in this subdivision.
18. No lighting shall be directed from a residence that will adversely affect adjoining Homeowners.
19. No lot or lots may hereafter be subdivided so as to create a building plot of less than 6,000 square feet; however, nothing in this paragraph shall prohibit the building of a residence on any lot of said subdivision as originally platted.
20. All proposed new construction; additions or modifications shall be subject to review and written approval by the Developer. The primary purpose of such review shall be to assist property owners in achieving compliance with the building restrictions. Construction of new structures includes, without limitations, equipment and material, gazebos, arbors associated with landscaping, and other similar construction. Accordingly, no construction shall commence until the plans and specifications shall have been submitted to and approved by the Developer, in writing. All air conditioning and heating units to be placed at rear of dwelling.
21. A lot owner, in building or causing to be built the original dwelling on any lot, shall, not substantially duplicate the exterior, including design or architecture, of any other dwelling then existing on the same street within two hundred (200) feet within said

subdivision. For the purpose of this paragraph, a dwelling shall be considered in existence from the time excavation for the foundations is begun until said dwelling is removed from the development or is destroyed.

22. No dwelling shall be permitted on any lot at a cost, exclusive of lots, of less than \$50,000.00 based upon the prevailing then cost to build said residence. The purposes of this covenant is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The livable floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,250 total livable square feet. No house shall have a roof with a pitch less than four/twelve 4/12 on the main roof structure.
23. Any construction commenced on any house as provided in this declaration shall be substantially completed, including without limitations, including all painting, within 180 days from the date such construction commenced as evidenced by the issuance of the building permit. Violation of this restriction shall be enforced by the immediate imposition of a lien by Developer against the lot upon which such construction extended beyond said days, at the rate of \$50.00 per day for each day such construction remains in violation of this restriction.
24. No building, inclusive of garage or carport, shall be located on any residential lot nearer than fifteen (15) feet from the front lot line or nearer than five (5) feet to any side lot on interior lots. No building shall be located on any lot nearer than ten (10) feet from the back lot line. No building shall be located on any corner lot nearer than twenty (20) feet from any side street lot line. Eaves of buildings located within the set back line provided in this paragraph may extend across said set back lines, but shall not extend across any lot lines.
25. Outbuildings when detached from the main building shall be located near the rear line of the main building on said lot and shall not be located nearer than two feet to the side lot line.
26. No satellite dish may be erected or installed without written approval from the Developer.
27. In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the set back requirements set out in Paragraph 24, relative to any common interior lot lines of such lots, may be waived by Developer in writing. However, all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot.
28. The Developer, as provided herein, shall approve the plot plan and the plans and specifications for all structures, inclusive of houses and outbuildings built in Jack's

Crossing.

29. No antennas, Citizens Band or otherwise that require towers or guide wires, shall be permitted on any lot in said subdivision at any time.
30. All mailboxes and support posts shall be of the type approved by the Developer. In the event owner fails to comply, Developer or the Homeowners' Association, without notice, shall be entitled to immediately correct any non-conformance, and owner shall immediately, on demand, pay Developer or the Homeowners' Association any and all costs and/or fees incurred by Developer or the Homeowners' Association, plus administrative fees of twenty percent (20%) thereon, such amounts being immediately due and payable on demand. All charges under this Paragraph 30 shall constitute a lien against such owner's lot until paid in full.
31. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision, plus a five (5) foot drainage easement along all lot lines.
32. All of the restrictions and covenants appearing herein as well as those together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason are not enforceable, all others shall not be affected or impaired thereby, and shall remain in full force and effect.
33. There shall not be any basketball or any other type sports equipment placed in front of any home or in any driveway. No signs of any type except "For Sale" shall be placed on any lot. These signs shall not exceed 18" X 36" in size. The Developer may place open house signs that are larger and remove when house is sold.
34. All existing ditches, easements and natural water drainage elevations shall be the responsibility of the property owner and the property owner shall not impede, obstruct, block nor alter the flow of water so as to be harmful or a nuisance to the adjoining property. The property owner does by the acceptance of a deed to property in Jack's Crossing, does agree that they shall maintain the existing ditches and natural flow of watercourses for themselves and fellow property owners.
35. In the event any owner of a lot or other person subject to these covenants shall fail to comply with any covenant, provision, mandate, or restriction contained herein, Developer or the Homeowners' Association shall be entitled to perform such duties as may be required by this declaration, and bill owner for any and all costs of such remedial action, plus a twenty percent (20%) administrative fee thereon, such amounts being immediately due and payable on demand, and shall constitute a lien against said owner's lot until paid in full. Additionally, if any owner of a lot or other person subject to these covenants shall violate or attempt to violate any of the covenants or provisions herein, Developer, or its successors and/or assigns, the Homeowners' Association, or any other person or entity for whose benefit these covenants are made shall have the right to prosecute any proceeding at law or in

equity against the person, persons or entity violating or attempting to violate any such covenant or provision. In such event, the owner of the lot or lots causing or permitting the violation of these covenants or provisions shall pay all attorneys fees, court costs and other necessary expenses incurred by the person or entity instituting such legal proceedings to maintain and enforce said covenants, including attorneys fees on appeals, the amount of the same to be fixed by the Court but in to event shall the attorneys fees awarded be less that the actual number of hours of professional services rendered multiplied by the customary hourly rate of legal services in the community. Costs shall include all filing fees, process fees, expert fees, deposition fees and other customary costs associated with litigation. The amount of attorneys fees awarded, court costs and other expenses allowed and assessed by the Court shall become a lien on the land of the violator, such lien being subject to foreclosure in the action brought to enforce the covenants and provisions herein. To the extent allowable by law, all liens created herein shall be a lien against any lot(s) to which such lien(s) shall attach. All of the terms, covenants, and provisions set forth herein shall be specifically enforceable.

SECTION TWO HOMEOWNERS ASSOCIATION

36. Any Homeowners Association shall not have authority nor any control over any vacant lots or improved lots owned by a homebuilder or the Developer until record title of said home has been transferred to a homeowner from said builder or the Developer. The Homeowners' Association will be organized and become effective at a time and date determined by the Developer.
37. There shall be created, as shown on the face of the plat of the subdivision, such open tracts as the Developer shall create ("Common Areas"). Such Common Areas as well as all development thereon shall be for the benefit of all properties in the subdivision and shall be maintained by the Association, as provided in this declaration.
- A. At any time following the filing of the final subdivision map or plat for the subdivision, title to the mentioned open space located in the subdivision shall be conveyed to and accepted by the Association at the discretion of the Developer.
- B. Subsequent to subject transfer of title, all responsibility and liability of the open space tracts, open-space easements, and/or any amenities located thereon shall become the responsibility and/or liability of the lot owners within the subdivision. All costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, related to the above mentioned property shall be borne by the individual lot owners who have purchased from the developer, such lot owners to pay their pro rata share base on the ratio of their lots to the total number of lots that have been created by the filing of the final subdivision map.

- C. There is hereby created a Lien and Personal Obligation for each lot sold by Developer and the owner agrees by acceptance of a deed therefore, to pay to the Association the maintenance assessments or charges fixed, or established from time to time. Such purchaser of lot(s) agrees the assessment and maintenance fees, together with such interest thereon and costs of collection thereof shall be a continuing lien upon each lot when said assessment is made. Said assessment shall also be a personal obligation of the owner, together with costs of collection and interest of the owner of said lot when the assessment fell due. SAID ASSESSMENTS AND LIENS SHALL BE SUBORDINATE TO ANY BONA FIDE MORTGAGE or DEED OF TRUST, while the lot is not owned by mortgage company.
38. By acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, each lot owner shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements as may be created and set by the Association. Each lot shall be entitled to one vote, except that any lot owned by Developer, shall be entitled to THREE votes.
39. Each owner, by purchasing any lot or home in the subdivision shall automatically become a member of the Association and shall be bound by the terms and conditions of this declaration, the articles and bylaws of the Association, and such rule and regulation as may be promulgated and adopted by the Association under such articles and bylaws.
40. On transfer, conveyances, or sale by any owner of all of his or her interest in any subdivision lot, such owner's membership in the Association shall thereon cease and terminate.
41. Except as provided in this declaration, the Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings.
42. The official address of the Association is 20 Eastgate Drive, Suite D, Brandon, Mississippi 39042, and shall remain so until changed by the Association at which time the Association shall notify each member thereof of the change in address.
43. Each lot owner or lot purchaser, on purchase of such lot, shall immediately notify the Association of such owner's name and address and pay an initial Membership fee of \$100.00. The Developer is expressly exempt from any payment obligation for any assessments and/or other financial obligation(s) of any nature created herein or by act or enactment of the Homeowners' Association.
44. By written consent of seventy five (75%) of the votes related to each and all lots within the subdivision, the Association may be given such additional powers as may be described by the Association, or otherwise modify or amend this declaration in any manner.

45. Prior to the actual organization or incorporation of the Association contemplated by the terms of this declaration, Developer shall have the right, at its option, to perform the duties and assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the Association in the same way and in the same manner as though all such powers and duties were herein given to developer directly; included in these rights is the right for the Developer to cause the Homeowners Association to be organized and/or duly chartered. Developer shall also have the right to modify, amend, repeal, or change any of the terms of this declaration prior to the actual organization or incorporation of the Association.
46. The Association shall, at all times, observe all of the laws, regulations, ordinances, and the like of Rankin County, State of Mississippi, and of the United States of American, and if, at any time, any of the provision of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.
47. Subject to the limitations set forth in this declaration, the Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out provisions of this declaration.
48. This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the votes related to ninety five percent (95%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with office of the Chancery Clerk, County of Rankin, State of Mississippi.
49. All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this declaration.
50. Any lot owner, or the Association, may maintain any legal proceedings to compel or enforce any of the terms and conditions of this declaration.
51. The initial members of the Board of Directors of the Association shall include, but not be limited to, the Developer. The initial members of the Board of Directors of the Association shall be appointed by the Developer, in the Developer's sole and exclusive discretion, and shall serve thereon until the holding of elections in accordance with the bylaws adopted and set forth thereby. The Developer shall

remain on the Board of Directors until the earlier of (i) the Developer's resignation, or (ii) the Developer no longer owning any lot(s) in the subdivision.

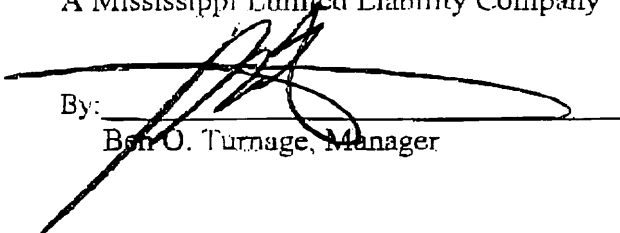
- 52. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this instrument, at which time the covenants shall be automatically extended thereafter for successive ten (10) year periods, unless ninety five percent (95%) of the then owners of lots in Jack's Crossing shall by written instrument filed and recorded in the office of the Chancery Clerks Office of Rankin County, Mississippi, at any time after the date of this instrument, agree that these covenants shall either be changed in whole or in part, or ninety five percent (95%) of the then owners of lots in Jack's Crossing, agree that the same be terminated and rendered null, void, and of no further effect. Notwithstanding anything to the contrary contained herein, Developer, and only Developer, may grant exceptions to the foregoing restrictions and covenants, in writing, as it deems necessary and appropriate, in its sole discretion.
- 53. Notwithstanding anything to the contrary herein, these covenants shall not be amended whatsoever without the express written consent of the Developer, so long as Developer owns any lots in the subdivision.
- 54. Any waiver of breach, exception granted in writing by Developer, or failure to enforce any covenant or restriction contained herein shall not effect the validity or enforceability of said covenants and restrictions.

IN WITNESS WHEREOF, the Declarant, has executed the above and forgoing Instrument of Protective Covenants, this the 16th day of December, 2004.

DEVELOPER:

FANNIN DEVELOPMENT, LLC
A Mississippi Limited Liability Company

By: _____

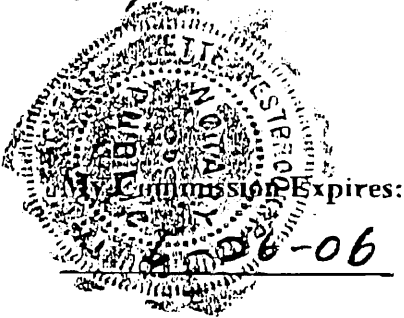

Ben O. Turnage, Manager

STATE OF MISSISSIPPI
COUNTY OF RANKIN

2004 25255
Recorded in the Above
DEED Book & Page
12-17-2004 02:44:47 PM
Murphy Adkins - Chancery Clerk
Rankin County, MS

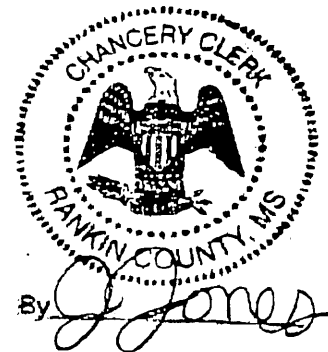
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Ben O. Turnage, who acknowledged that he is the Manager of Fannin Development, LLC, a Mississippi Limited Liability Company, for an on behalf the said limited company, as its act and deed as Manager, he executed the above and foregoing instrument after first having been duly authorize by said company so to do.

16th GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this the day of December, 2004.



Cheryl Westbrook
NOTARY PUBLIC

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 26, 2006
BONDED THRU STEGALL NOTARY SERVICE



re: AKERS & BOBO