

**RESTRICTIVE COVENANTS
SILVER LAKES MINI ESTATES SUBDIVISION**

WHEREAS, the undersigned, John R. Behrman, is the owner of certain land which has been subdivided and;

WHEREAS, the said subdivision has been designated as Silver Lakes Mini Estates Subdivision, and a plat of the lands so subdivided has been recorded in the Records of Maps and Plats on file in the office of the Chancery Clerk of Lee County, Mississippi, in Plat Cabinet _____, Slide _____, reference to which is hereby made, and said plat gives and reflects an accurate description of said property comprising said subdivision, and;

WHEREAS, it is the desire and purpose of the aforesaid owner to sell lots as residential property in said subdivision and to place on all of the property comprising the said subdivision, as designated in the plat, certain restrictions and protective covenants which shall run with the land and which will protect future landowners in said subdivision, and;

NOW, THEREFORE, the undersigned John R. Behrman, does hereby establish and set forth the following restrictions and protective covenants upon the use of the property so designated in Silver Lakes Mini Estates Subdivision and which covers that certain real property described in plat marked Exhibit "A" attached hereto and made a part hereof, to wit:

- 1. LAND USE AND BUILDING TYPE:** No lot shall be used for any purpose except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot to exceed two stories in height together with a private garage, a suitable utility and/or storage building for storage of lawn mowers and similar tools and equipment, a gazebo or recreational structure, and a barn for storage of farm equipment and/or livestock. Debris from the clearing of any lot shall be removed by the lot owner and shall not be pushed or moved to any other lot.
- 2. DWELLING QUALITY AND SIZE:** The minimum heated square footage of the main structure, exclusive of one-story open or enclosed porches and garages, shall not be less than 2,200 square feet for a one-story dwelling, and not less than 2,500 square feet for a dwelling of more than one-story. The pitch of the main roof of the dwelling shall not be less than 8/12.
- 3. BUILDING LOCATION:** No dwelling shall be located on any lot nearer than 30 feet to the front lot line or nearer than 25 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line, except that a 10 foot side yard shall be permitted for a garage or other permitted accessory building located 25 feet or more from the rear of the dwelling. No dwelling shall be located on any lot nearer than 30 feet to the rear lot line. For purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- 4. LOT AREA AND DWELLING WIDTH:** No dwelling shall be erected or placed upon a lot having a width of less than 80 feet at the maximum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than three (3) acres. Subdivision of any lot conveyed shall be prohibited.
- 5. EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as being ten (10) feet either side of any lot line as indicated on the recorded subdivision plat. It shall be the responsibility of each landowner to mow grass, trim vegetation and control weeds on these easements up to lot lines and up to the riding surface of roads.

6. NUISANCES: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No junk vehicles will be permitted in the subdivision. All vehicles in the subdivision are to have up to date inspection stickers and license plates. Tractors and farm equipment are specifically excluded from this restrictive covenant and shall be allowed to be used and stored on the lots of the subdivision. Vehicles are not allowed to be left parked on common streets of the subdivision for more than forty-eight (48) hours.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used at any time as either a temporary or permanent residence. Provided, however, that the lot may maintain and have a structure used by children as a play or tree house.

8. FENCES: No fence, either permanent or temporary, shall be erected within the right of way of the road.

9. TERMS: 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 twenty-five (25) 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 the majority of the then owners of the lots in the subdivision has been recorded, agreeing to change said covenants in whole or in part.

10. ENFORCEMENT: 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 damage.

11. CORRECTION: The Silver Lakes Mini Estates Homeowners Association, Inc., shall have the right, upon the request of any lot owner, and approved by the majority of the stockholders, to modify the restrictions with reference to location or set-back of any of the improvements prior to construction of such improvements to the extent that it is deemed for the best interest of said lots as a whole. Modification shall be in writing and shall be acknowledged, signed and placed in the records in the Office of the Chancery Clerk of Lee County, Mississippi.

12. RESIDENCE: Only one single family residence shall be constructed or permitted on each lot and it shall be used for residence purposes only.

13. RESIDENCE PURPOSE: The term "residence purpose" shall generally be defined as single family homes, and shall exclude all commercial uses, save and except for professional services operated out of the home and services related to the livestock or farming business. Specifically excluded among other things are garage apartments, apartment houses, duplex and multi-family residences, groceries, or other businesses which generate high traffic flow, profit or non-profit nursing homes, hospitals and other similar private or charitable enterprises, and any and all such usage's of this property are hereby expressly prohibited.

14. HOUSE: The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, carports, projections and every other permanent part of the improvements, except overhanging roofs and steps.

15. GARAGE OR OUTBUILDING: (A) No garage or outbuilding on said property shall be used as a residence or living quarters, except by servants engaged on the premises during the term of their employment.

(B) No garage, storage building or servant's house, gazebo or recreational structure shall be erected on any of the lots with roofs or outside walls of materials incompatible with those used in the house erected on such lot. The primary garage used for automobiles must be fully enclosed and constructed of the same material as the house.

(C) Barns or similar structures shall be allowed on the premises and the materials constructing the barn or similar structure to house livestock and/or farm equipment shall be of materials that complement the materials used in the principle building structure.

16. BUILDING MATERIAL: 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 materials may not be placed or stored in the street or between the street and property line.

17. GRASS, WEEDS AND VEGETATION: Grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals by the owner so as to maintain the same in a neat attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots purchased both before and after a home is built on the lot.

18. SIGNS: No signs shall be erected on said lots except real estate yard signs.

19. SEWAGE: No privy or cess-pool shall be erected or maintained on any of the said lots and all residences and outbuildings shall have their plumbing connected to an approved on-site wastewater disposal system meeting requirements of Mississippi law. Private lakes are permitted to be built and maintained at the expense of the lot owner.

20. HOMEOWNER'S ASSOCIATION: Each lot owner of Silver Lakes Mini Estates Subdivision shall be a shareholder of Silver Lakes Mini Estates Homeowner's Association, Inc. One share will be issued to landowners for each acre of land, or part thereof, they own in the subdivision. Each share, or part thereof, shall be entitled to vote in business conducted by Silver Lakes Mini Estates Homeowner's Association, Inc. By way of example, if a lot owner owned 3.67 acres he/she would be entitled to 3.67 shares in Silver Lakes Mini Estates Homeowner's Association, Inc. and would be entitled to 3.67 votes in business conducted by Silver Lakes Mini Estates Homeowner's Association, Inc.

21. CONSTRUCTION PLANS: Prior to the start of dwelling construction, plans and specifications, including a plot plan, shall be submitted to and approved by Silver Lakes Mini Estates Homeowner's Association, Inc., or a representative designated by them. A properly certified appraisal of the proposed dwelling construction will be required which values the house at a minimum amount of fifty dollars (\$ 50.00) per square foot of heated area based on 1996 dollar values, as adjusted by the Consumer Price Index maintained by the Bureau of Labor Statistics. An appraisal of less than fifty dollars (\$ 50.00) per square foot will be cause for rejection of the submitted plans. After construction has begun, no changes may be made in the exterior design of the dwelling plans as submitted, nor shall any other changes be made that would effect the minimum building size or minimum cost requirements as defined herein, until such modifications have been submitted to and approved in the manner provided for approval of the original dwelling construction.

22. STREETS: Silver Lakes Mini Estates Subdivision Developer reserves the right at any time hereafter to dedicate and convey such streets to any appropriate governmental body of the public.

23. MAINTENANCE COMMITTEE: A special committee selected by the shareholders of Silver Lakes Mini Estates Homeowner's Association, Inc., composed of three (3) lot owners shall be established for the purpose of maintaining Silver Lakes Mini Estates Subdivision. Each lot owners of Silver Lakes Mini Estates Subdivision will be required to pay into a special fund a sum not exceeding \$ 50.00 per annum for each three acre's owned for said maintenance. All funds paid by lot owners of Silver Lakes Mini Estates Subdivision shall be paid into and be part of a special fund as established in the Protective Covenants of Silver Lakes Mini Estates Subdivision to be used for maintenance of common areas and whatever other community purpose the special committee shall decide. Said lot owners of Silver Lakes Mini Estates Subdivision shall be entitled to all benefits provided in the aforementioned covenant, including, but not limited to, the right to cast a vote for each share owned for the election of the aforementioned Special Lot Owners Committee. Private lakes, if built, shall be maintained by the lot owner constructing said lake.

24. LANDSCAPING: Each lot owner shall submit plot plans of dwelling and landscaping to Silver Lakes Mini Estates Homeowner's Association, Inc., or its designated representative, with a minimum cost of landscaping of \$ 1,000.00. Said landscaping to be completed by the lot owner within one year of moving into the dwelling. Each lot owner shall have a mailbox constructed of a material compatible with the residence construction with a base not larger than twenty-four inches by twenty-four inches (24" x 24") meeting U. S. Postal Service regulations as to height and size and shall be set in accordance with U. S. Postal Service standards.

25. CHAIN LINK FENCES: Chain link fences are not permitted on any of the lots of the development save and except use of chain link fences in restraining domestic animals and children provided vegetation screening is used to block the exterior of the fence from view from the street. Fencing to restrain livestock is allowed so long as the fence is well maintained and in keeping with the decor of the subdivision.

26. TELEVISION CABLE/ELECTRICAL WIRING/UTILITIES: Electric utility service in the subdivision will be provided by underground cable. All electrical wiring to the dwelling, buildings and other structures in Silver Lakes Mini Estates Subdivision shall be run underground. Cable television service, if provided, shall be run underground. Satellite dishes mounted on pedestals on the ground shall be prohibited. Satellite dishes 18" in diameter, mounted under the eaves of roofs will be permitted.

27. STREET AND/OR SECURITY LIGHTS: Street and/or security lights, if erected, must be of uniform appearance with poles to be of fiberglass as designated by Tombigbee Electric Power Association. Ornamental lighting erected on the lots are specifically excluded from this requirement. However, electrical wiring for all exterior lighting not connected to the dwelling or outbuildings shall be run underground.

28. L P GAS TANKS: L P gas may be used by homes constructed in Silver Lakes Mini Estates Subdivision provided L P gas tanks have fences or vegetation screening which hide such tanks from view from the street.

29. GARBAGE BINS: Residences of Silver Lakes Mini Estates Subdivision may erect a permanent garbage bin on the street at their residence provided that the permanently erected garbage bin construction shall be consistent and of a nature compatible with the exterior of the residence dwelling.

30. DRIVEWAYS: Each lot owner shall, within thirty (30) days of final completion of a dwelling that is the primary home structure, complete a driveway from the street to be accessed by the lot for ingress and egress, to the primary garage. Said driveway shall be constructed of concrete, asphalt or dense graded crusher run limestone of sufficient thickness to withstand normal usage.

EXECUTED, this the _____ day of _____, 1996

JOHN R. BEHRMAN

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named JOHN R. BEHRMAN, who acknowledged that he signed and delivered the foregoing Protective Covenants for Silver Lakes Mini Estates Subdivision on the day and year therein mentioned.

Given under my hand and seal this the _____ day of _____, 1996.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
