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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RELATING TO SMITH MILL FARMS (PHASE 1)**

THIS DECLARATION is made, published and declared, this the 14th day of October, 1999 by Rural Property Development, LLC, owner of SMITH MILL FARMS (phase 1), (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the fee simple owner of Lots 1 through 20 of SMITH MILL FARMS (phase 1) as shown on plat adopted by Developer and recorded in Plat File 859 A+B in the office of the Chancery Clerk, Marshall County, Mississippi (the "Property") and

WHEREAS, it is to the benefit, interest and advantage of the Developer and of each and every person or other entity hereinafter acquiring a lot or any interest in the Property that certain covenants and restrictions regulating the use and occupancy of the Property be established, fixed, setforth and declared as covenants running with the land;

NOW, THEREFORE, in consideration of the premises, the Developer does hereby publish and declare that all or any portion of Lots 1 through 20 of SMITH MILL FARMS (phase 1) according to plat in the office of the Chancery Clerk, Marshall County, Mississippi, (located in the Southwest Quarter of Section 27, Township 2 South, Range 4 West) is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which shall run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, assigns and lessees.

COVENANTS AND RESTRICTIONS

1. Each lot shall be for single family residential use with customary outbuildings and/or agricultural use with no structure being used for any type of business or commercial enterprise other than agriculture or permitted "home businesses" as permitted by the Marshall County Zoning Ordinance. No more than one residence may be located on any lot and this only in compliance with the requirements of the Marshall County Planning Commission and the Marshall County Health Department. Lots may not be subdivided except by Developer and then only if the total number of lots is not increased and provided that all required approval from Marshall County is obtained.

2. All residences erected on the property shall contain a minimum of 1000 square feet of indoor heated area and shall be constructed of new material and completed within 12 months after construction begins. Other permitted residences shall include double wide mobile homes, sectional mobile homes or modular homes which have a minimum of 960 square feet and minimum

dimensions of 24 x 40 (twenty-four feet wide by forty feet long) or greater and shall be no older than five (5) years at the time of placement on the property. No other mobile homes are permitted. No single wide mobile homes may be joined together or have additions built onto them for the purpose of meeting the minimum square footage requirement. Within 30 days after placement on the lot, all mobile homes must be firmly anchored and fully underskirted with brick, painted concrete block, or underskirting designed to match the mobile home. Concrete block houses are prohibited.

3. No incomplete or junk type structures shall be permitted on the property, and no camper type trailer, tent or shack may be used either temporarily or permanently as a dwelling.

4. No animals may be raised or kept for commercial purposes, except as stated below. Household pets may be kept provided they are not kept, bred or maintained for commercial purposes and must be kept and maintained in accordance with the Marshall County Zoning Ordinance and all applicable laws. All swine are prohibited. Notwithstanding the above, horses and cattle may be raised and kept for commercial purposes provided that no more than two large animals (horses and cattle) per acre are permitted on any lot.

5. No inoperative or unlicensed vehicles, or parts of same, shall be permitted.

6. All buildings must comply with building set back lines as shown on the plat of the subdivision and with the building setback requirements of Marshall County.

7. No dumping or accumulation of trash, garbage, discarded personal effects, or other debris shall be permitted.

8. All water wells and sewerage disposal systems must comply with good practices and Health Department requirements.

9. All driveways installed to the property from its abutting roadway must use a pipe of sufficient size and length to insure proper drainage, if a pipe is needed.

10. No timber may be cut for sale without permission of the Developer.

These covenants, limitations, and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 2014, at which time said covenants, limitations and restrictions shall automatically extend for successive five-year periods unless, by a vote of the majority of the then owners of the lots in this subdivision, (all recorded phases) it is agreed to change said covenants in whole or in part.

Prior to the expiration of or any extensions thereof, these covenants, limitations, and restrictions, or any part of them, may be amended only by the vote of the owners of 80% of the lots in the subdivision (including all recorded phases of said subdivision at time of such revision) with each owner given one vote for each lot owned. All of the provisions, requirements and restrictions set forth herein shall be construed as covenants running with the land and binding upon all parties hereto and their respective heirs, successors and assigns; it being the purpose and intent hereof that such provisions, requirements and restrictions shall inure to the benefit and advantage of the

owners of any lot or parcel of land in all phases of SMITH MILL FARMS Subdivision, and that the same may be enforced and violations thereof may be restrained according to law by any such owner or owners of any lot or lots in all phases of SMITH MILL FARMS Subdivision.

In the event of a conflict with any of these covenants and the Marshall County Zoning Ordinances, the more restrictive shall apply.

IN WITNESS WHEREOF, Rural Property Development, LLC, being the declarant herein, has hereunto caused this instrument to be duly executed the day and year first above written.

RURAL PROPERTY DEVELOPMENT, LLC

BY: 

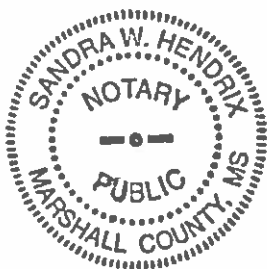
OLIVER M. BURCH, IV, Managing Member

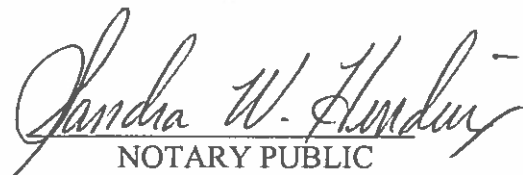
STATE OF MISSISSIPPI
COUNTY OF MARSHALL

This day personally appeared before me the undersigned authority in and for said county and state, OLIVER M. BURCH, IV, who acknowledged that he signed and delivered the foregoing Declaration Of Covenants, Conditions and Restrictions of SMITH MILL FARMS (phase 1) on the day and year therein mentioned, for and on behalf of Rural Property Development, LLC, being duly authorized so to do.

Given under my hand and official seal of office this the 14th day of October, 1999.

(SEAL)




NOTARY PUBLIC

My Commission Expires October 6, 2000

INDEX: S27,T2S,R4W

Return: Manny Burch, P.O.Box 807, Holly Springs, MS 38635 662-252-4592

STATE OF MS
COUNTY OF MARSHALL
FILED & RECORDED
09 OCT 26 PM 3:04
304
734-736
JOHN W. HAYLOP, JR.
CLERK

CAYCE ROAD (40' R/W)

SCALE

GWENDOLYN JACKSON
LDB 217, PAGE 288

FT P-K NAIL

15' UTILITY ESMT

SEE ATTACHED PRI

1/2" RE

PHASE II

PROPOSED ROAD 50' R/W
1"00,00,00 N

