

Protective Covenants, Deed Restrictions and Reservations

It will be to the advantage of all parties hereto and their successors entitled that the following express conditions, protective covenants, deed restrictions and reservations be established as to the property more particularly described in the attached Sales Agreement between Seller and Buyer, to create uniformity of use and ownership in order to avoid conflict and to protect property values.

NOW THEREFORE, in consideration of the benefits to accrue to the owners of said property and their successors entitled and other good and valuable and sufficient consideration, Seller does hereby establish the following express conditions, covenants, restrictions and reservations on the property.

This property shall be for single family residential use with customary outbuildings and/or agricultural use only. No commercial use is permitted.

Only one residence per lot shall be permitted. All lots to have stick-built homes only with a minimum of 2000 heated and cooled square feet. No mobile or modular homes shall be permitted. Metal buildings and Barndominiums shall be permitted with seller's written approval of plans/renderings of said building.

No building shall be located nearer than 75 feet from the centerline of county road nor nearer than 75 feet from each property line. Outbuildings shall be at least 30 feet east of and behind the residence.

No noxious, offensive or hazardous activity shall be carried out upon the property, nor shall anything be done thereon which may be, or become, an annoyance, nuisance or hazard to the neighborhood.

Pets such as dogs or cats may be kept, providing owner restricts their movements to the subject property. Livestock such as horses or cows will be permitted, but no more than one large animal per acre. NO swine, or Poultry shall be permitted.

No lot may be subdivided within a period of 10 years from purchaser's acquisition; afterward, a lot may be subdivided subject to the then existing laws, rules and regulations of Marshall County zoning and planning authorities (and State and/or Federal laws and regulations, if applicable). It shall be the responsibility of the Buyer to obtain the necessary approvals for subdividing from the proper authorities. Seller shall have no obligation or responsibility to assure subdividing the property can take place.

Subject property must be maintained in an orderly and clean condition. No structure shall be allowed to remain in an unfinished state. No inoperable or unlicensed vehicles or parts of same shall be permitted to be stored on property. Likewise, no stacks or piles of goods, materials, etc shall be permitted. Said determinations shall be at seller's sole discretion.

Vehicles, trailers and large items, such as RVs, Tractor Trailers, earth moving equipment, etc. must be parked out of site of the road and from adjacent properties.

Culverts, drives, wells, sewage and/or septic treatment systems are to be county approved, and are the responsibility of the purchaser.

Buyer agrees to accept subject property, including creeks, drainage channels, dams, lakes or ponds in "*as is*" condition upon the transfer of title, and shall be responsible for the maintenance thereof.

Seller retains a 25% mineral rights interest in the subject property for itself, its heirs and assigns.

Seller reserves the right of access, ingress and egress in, upon and through subject property for himself his agents, contractors, lessees and employees so long as he owns property in the NW Quarter of S22-T3s-R4w, Marshall County, MS.

The Seller must approve, in writing, any use not conforming to these Protective Covenants and Deed Restrictions.

Failure to enforce any provision hereof shall not be a waiver or act as an estoppel of future enforcement.

These covenants shall run with the land and be binding upon all who take title.

The seller, at its sole discretion, may amend, change or waive any restriction as it deems necessary.

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