

Inst. 202300105
Bk 0215 Pg 0503

INDEX: Section 11, Township 3 South, Range 1 East, Benton County, MS

Prepared by and return to: BB Properties and Investments, LLC , P.O.Box 807, Holly Springs, MS
38635 662-252-4592

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RELATING TO SCHOOL STREET MANOR**

THIS DECLARATION is made, published and declared, this the 8th day of February,
2023 by BB PROPERTIES AND INVESTMENTS, LLC, owner of **School Street Manor** (the
"Developer").

WITNESSETH:

WHEREAS, the Developer is the fee simple owner of Lots 1 through 6 of **School Street Manor**
as shown on plat adopted by Developer and recorded in Plat Book A Page 288 in the
office of the Chancery Clerk, Benton 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 6 of School Street Manor according to plat in the
office of the Chancery Clerk, Benton County, Mississippi, (Section 11, Township 3 South, Range
1 East) 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 Town of Ashland. No more than one residence may be located on any lot and this only in compliance with the requirements of the Town of Ashland. The Developer (BB PROPERTIES AND INVESTMENTS, LLC) or its assigns reserves the right to adjust the locations of various lot lines if necessary to insure the usability of a lot or group of lots.
2. All residences erected on the property shall contain a minimum of 1350 square feet of indoor heated area and shall be constructed of new material and completed within 12 months after construction begins. All houses must be constructed onsite. No mobile homes or concrete block houses will be permitted.
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 inoperative or unlicensed vehicles, or parts of same, shall be permitted.
5. All buildings must comply with building set back lines as shown on the plat of the subdivision and with the building setback requirements of the Town of Ashland and Benton County.
6. No dumping or accumulation of trash, garbage, discarded personal effects, or other debris shall be permitted.
7. 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.

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 2033, 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 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 2/3 of the lots in the subdivision 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 School Street Manor 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 School Street Manor Subdivision.

In the event of a conflict with any of these covenants and the Town of Ashland Ordinances, the more restrictive shall apply.

IN WITNESS WHEREOF, BB PROPERTIES AND INVESTMENTS, LLC, being the declarant herein, has hereunto caused this instrument to be duly executed the day and year first above written.

BB PROPERTIES AND INVESTMENTS, LLC

BY: 

OLIVER M. BURCH, IV, Managing Member

STATE OF MISSISSIPPI
COUNTY OF ~~BENTON~~ *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 School Street Manor on the day and year therein mentioned, for and on behalf of BB PROPERTIES AND INVESTMENTS, LLC, being duly authorized so to do.

Given under my hand and official seal of office this the 8th day of February, 2023.


NOTARY PUBLIC

