

**PROTECTIVE COVENANTS
FOR
RED OAK PLANTATION, PART THREE**

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KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Red Oak Plantation, LLC (Developer), being the owners of all that certain land and property lying and being situated in Madison County, Mississippi, consisting of Lots 160 through 209, inclusive, Red Oak Plantation Subdivision, Part Three (3), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat D at Slide 77 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 Red Oak Plantation Subdivision, Part 3, with all purchasers 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

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. No factory built, manufactured house or mobile home shall be allowed on any lot in said subdivision. All homes to be built/constructed on site in said subdivision.

2. The term "residential purposes" shall generally be 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 and all such usages of this property are hereby expressly prohibited.

3. No garage or outbuilding on said property shall be used as a residence or 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 carport, or on a corner lot, from the pavement on the street to the side of such residence to the garage. All homes must have a two (2) car (full size) attached carport or garage. No open carports shall face the front street or side street. All automobiles, other vehicles, and equipment of any type that are not otherwise prohibited from being parked or left standing overnight in the subdivision which are parked or left standing overnight in the subdivision must be parked or left standing only on the aforementioned concrete driveway or in the attached carport or garage, except small boats or light residential equipment which must be screened by an approved fence and not visible from adjoining lots or streets. However, this restriction shall not prevent guests of residents of the subdivision from parking such guest's automobile on the street overnight on a temporary basis only.

5. 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 are allowed per residence. Any dog pen must be approved by the developer or homeowners association in writing prior to construction and be screened by an approved fence, and the sides or top of the dog pen shall not be higher or above the top of the six (6) foot high fence. No animals, including dogs and cats, are allowed outside an enclosed area except on a leash controlled by a person.

6. No trash, ashes or other refuse may be thrown or dumped on any said lots.

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 improvements. Building material shall not be placed or stored in the street.

8. All driveways must be constructed of concrete and all houses must have front concrete walks extending from the entrance of the house to the driveway or the street.

9. At the time of construction of a dwelling on any lot in this subdivision, the then owner will construct a concrete sidewalk 16" from and parallel to the curb, forty-eight (48") inches in width and four inches thick, across the front of said lot and street side if a corner lot excepting only the paved driveway. The surface of said sidewalk shall have a broom finish and shall connect evenly with any sidewalk existing on an existing lot or any driveway.

10. Grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals by the owners, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots purchased before and after a house is built on the lot. The developer, provided that it still owns any lot in the subdivision, and/or the homeowners association may, at their option and in their discretion, have dead trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse developer and/or the homeowners association for the cost of such work should he refuse or neglect to comply with the terms of this paragraph, and, said cost shall be a lien against said property. Developer and/or builder/contractor remain responsible for the upkeep of lots once a house is completed on such lots until the property is sold and/or occupied. While not subject to the same mowing frequency requirements of lots with occupied houses, vacant houses and vacant lots shall be maintained by developer and/or builder/contractor in such a manner to prevent such lots from becoming a nuisance to the subdivision.

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 (30 feet to property line including corner lots) unless approved by developer, provided that it still owns any lot in the subdivision, and/or the homeowners association in writing. Any fence or wall construction on any lot shall be constructed of cedar, fir, treated pine, cypress, or redwood. (CHAIN LINK FENCES OR WIRE FENCES ARE STRICTLY PROHIBITED IF NOT SCREENED BY AN APPROVED FENCE). Maximum height of fence to be six (6) feet unless approved in writing by the developer or homeowners association.

12. Two (2) Bradford Pear Trees, (8' - 10' tall, 1 1/2" Gal.) On single frontage lots and four (4) on corner lots must be planted fifteen feet (15') behind the curb and spaced 35' to 50' apart at completion of the construction of the house. Some cul-de-sac lots may only require one (1) tree at developer's discretion.

13. No clothes line 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; provided, however that such usages shall be permissible where a fence shall be of sufficient height and density to screen such clothesline and laundry from view.

14. 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.

15. 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.

16. 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 (3/4) ton pick-up trucks shall be permitted to be parked or left standing overnight on any part of any lot or street 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, or to small boats or light residential equipment screened by an approved fence and not visible from adjoining lots or streets. Further, no automobiles, other vehicles, machinery and equipment described above, or similar machinery and equipment of any type shall be permitted to be placed on any part of any lot or street in the subdivision at any time for the specific purpose of advertising for sale such automobile, vehicle, machinery, or equipment.

17. 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.

18. 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.

19. No 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.

20. No lot or lots may hereafter be subdivided so as to create a building plot of less than 11,000 square feet; however, nothing in this paragraph shall prohibit the building of a residence on any lot of said subdivision as originally platted. Provided, however, developer may allow a smaller building plot size under certain circumstances, in the sole discretion of developer. Such consent for a smaller building plot size shall be in the form of an instrument prepared by the attorney for developer, signed by the developer, bearing the signature of two (2) witnesses and notarized by a notary public in good standing.

21. All proposed new home construction shall be subject to review and written approval by the developer. Other new construction, additions or modifications shall be subject to review and written approval by the developer or the homeowners association. 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 in writing by developer in the case of new home construction or the developer or the homeowners association in the case of other new construction or modifications, and a County building permit obtained for said new construction.

22. A lot owner, in building or causing to be built the original dwelling on any lot, shall not substantially duplicate the exterior elevation, including design or architecture, of any other dwelling then existing on the same street within three hundred (300) 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.

23. No dwelling shall be permitted on any lot at a cost, exclusive of lots, of less than Sixty Thousand Dollars (\$60,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intentions and purposes of this covenant 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 FOURTEEN HUNDRED (1400) total livable square feet. No house shall have a roof with a pitch less than eight/twelve (8/12) on the main roof structure.

24. Any construction commenced on any house as provided in this declaration shall be substantially completed, including without limitations, all painting, within 365 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, provided that it still owns any lot in the subdivision, and/or the homeowners association against the lot upon which such construction extended beyond said 365 days, at the rate of \$50 per day for each day such construction remains in violation of this restriction.

25. No building, inclusive of garage or carport, shall be located on any residential lot nearer than thirty (30) feet from the front lot line or nearer than ten (10) feet to any side lot line on interior lots. No building shall be located on any lot nearer than twenty-five (25) feet from the back lot line. No building shall be located on any lot nearer than thirty (30) feet from the side street lot line. Eaves of buildings located within the set back lines provided in this paragraph may extend across said set back lines, but shall not extend across any lot lines. Provided, however, the side street setbacks for any lot having frontage on two (2) streets shall be the lesser of thirty (30) feet, or twenty (20) feet only if permitted by subsequent revisions to the applicable provisions of the building codes of Madison County, Mississippi.

26. Outbuildings, when detached from the main building, shall be set back of the rear line of the main building on said lot, and shall not be located nearer than ten (10) feet to the side or rear lot line. Any outbuilding must be approved in writing by the developer or the homeowners association prior to beginning construction and be screened by an approved fence. Also, the sides and roof to match the house. The maximum height of walls not to exceed the fence height and the total height at top of roof not to exceed eight and one-half (8-1/2) feet from the ground. The only visible part of building over the six (6) foot fence to be the roof which shall not extend above the fence more than two and one-half (2-1/2) feet. The floor area of the structure shall not exceed eighty (80) square feet. Any variance from this must be approved in writing by the developer or the homeowners association prior to beginning construction. A County building permit must be obtained before commencing construction.

27. No satellite dish exceeding twenty-four inches (24") in diameter is allowed. No satellite dish to be installed on front of house. Property owners shall select the least conspicuous site, relative to views primarily from the street, but also from adjoining lots, for mounting any satellite dish as is practical considering such factors which include, but are not limited to, satellite location, terrain, and foliage. If the developer or the homeowners association determines that a property owner has not selected the least conspicuous site, the property owner shall remove and relocate the satellite dish.

28. 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 numbered paragraph 24, relative to any common interior lot lines of such lots, may be waived by developer, provided that it still owns any lot in the subdivision, and/or the homeowners association 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.

29. THE DEVELOPER, PROVIDED THAT IT STILL OWNS ANY LOT IN THE SUBDIVISION, AND/OR HOMEOWNERS ASSOCIATION, AS PROVIDED HEREIN, SHALL APPROVE THE PLOT PLAN AND THE PLANS AND SPECIFICATIONS FOR ALL STRUCTURES, INCLUSIVE OF HOUSES AND OUTBUILDINGS BUILT IN THE SUBDIVISION PRIOR TO ANY CONSTRUCTION. A COUNTY BUILDING PERMIT IS ALSO REQUIRED.

30. No antennas, Citizens Band or otherwise, that require towers or guide wires, or are attached to house including chimney shall be permitted on any lot in said subdivision at any time without prior written approval by the homeowners association.

31. MAILBOXES AND THEIR SUPPORT POSTS SHALL BE OF THE SAME DESIGN, MATERIAL, AND COLOR FOR ALL LOTS. THE DEVELOPER SHALL ESTABLISH THE PROTOTYPE FOR THE MAILBOX UNIT WHICH ALL BUILDERS AND HOMEOWNERS MUST FOLLOW. SEE EXHIBIT "A". THE MAILBOX SHALL BE METAL AND SOLID BLACK WITH NO LETTERING OR NUMBERING EXCEPT THAT GOLD HOUSE NUMBERS MAY BE APPLIED IF DESIRED TO THE DOOR OF THE MAILBOX. THE POST SHALL BE A NATURAL WOOD COLOR AND MAY NOT BE PAINTED OR STAINED. GOLD OR BLACK HOUSE NUMBERS MAY BE APPLIED TO THE POST IF DESIRED. NO OTHER NUMBERING AND/OR LETTERING IS PERMITTED ANYWHERE ON THE MAILBOX OR POST.

32. 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 5' drainage easement along all lot lines.

33. All of the restrictions and covenants appearing herein, as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgement 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.

34. Violation of any of the covenants and restrictions contained herein are enforceable by any other person or persons owning any of said lots, and who may proceed at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable. Further, if after receipt of notice of any violation of these covenants and restrictions, and an opportunity has been provided to correct or remedy the violation, the person or persons owning any of said lots has failed or refused to correct or remedy the violation, suit may be instituted to enforce compliance with these covenants and restrictions. If suit is instituted to enforce these covenants, the prevailing party shall be entitled to also seek recovery of its reasonable attorney fees and court costs.

35. No trees larger than four (4) inches in diameter may be cut, removed, or disturbed from within the fifteen (15) feet wide drainage easement shown on the recorded subdivision plat for Red Oak Plantation Part Three (3) without the written consent and permission of the developer, provided that it still owns any lot in the subdivision, and/or the homeowners association. The subject fifteen (15) feet wide drainage easement is along the Easterly line of Lots 200 through 209 and Lot 160 and the Westerly line of Lot 199.

SECTION TWO HOMEOWNERS ASSOCIATION

36. Notwithstanding anything to the contrary contained in any other provision or paragraph of these covenants, 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. There shall be one homeowners association that shall function for all of Red Oak Plantation Subdivision, inclusive of Parts One (1), 2-A, 2-B, 2-C and three (3) being the entire Red Oak Plantation Development. All voting regarding homeowners association matters shall be conducted by all of Red Oak Plantation Subdivision, inclusive of Parts One (1), 2-A, 2-B, 2-C and three (3), as a whole.

37. There shall be created, as shown on the face of the plat of the subdivision, such open space (common area) tracts as the developer shall create. Such open space tracts as well as all open space easements created or arising out of the subdivision development shall be for the benefit of all properties in the subdivision and shall be maintained by the association, as provided in this declaration.

At any time following the filing of the final subdivision map or plat for the subdivision, title to any mentioned open space located in the subdivision shall be conveyed to and accepted by the association at the discretion of the developer.

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 based on the ratio of their lots to the total number of lots that have been created by the filing of the final subdivision map.

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. In the event any lot owner fails or refuses to pay to the association the assessments provided for herein, the association may impose a lien against the subject property and the property owner for collection of the assessments, including a reasonable fee for collection, if the employment of a third party is deemed necessary for collection. Any such lien for collection of these assessments shall be subordinate to the lien of any mortgage or deed of trust that a property owner may place against his lot or lots.

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 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 rules 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 P O Box 1066, City of Madison, County of Madison, State of Mississippi, 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.

44. By written consent of sixty percent (60%) 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 the County of Madison, State of Mississippi, and of the United States of America, and if, at any time, any of the provisions 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, 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 the 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 percent (90%) 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 the office of the Chancery Clerk, County of Madison, 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.

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 by written consent of sixty percent (60%) of the votes related to each and all lots within Red Oak Plantation Subdivision, by written instrument filed and recorded in the office of Chancery Clerk of Madison County at Canton, Mississippi, at any time after the date of this instrument, agree that these covenants shall either be changed in whole or in part, or by written consent of ninety percent (90%) of the votes related to each and all lots within Red Oak Plantation Subdivision 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, provided that it still owns any lot in the subdivision, may grant exceptions to the foregoing restrictions and covenants for 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, 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 the homeowners association, 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, the 18 day of June A.D., 2001.

RED OAK PLANTATION, LLC

By:

Hollis Shoemaker

, Member

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the said county and state, the within named Hollis Shoemaker who acknowledged that he is a member of Red Oak Plantation, LLC, a Mississippi Limited Liability Company, for and on behalf of the said limited liability company, as its act and deed as a member, he executed the above and foregoing instrument after first having been duly authorized by said company so to do.

GIVEN under my hand and official seal of office, this the 18th day of June, A.D., 2001.

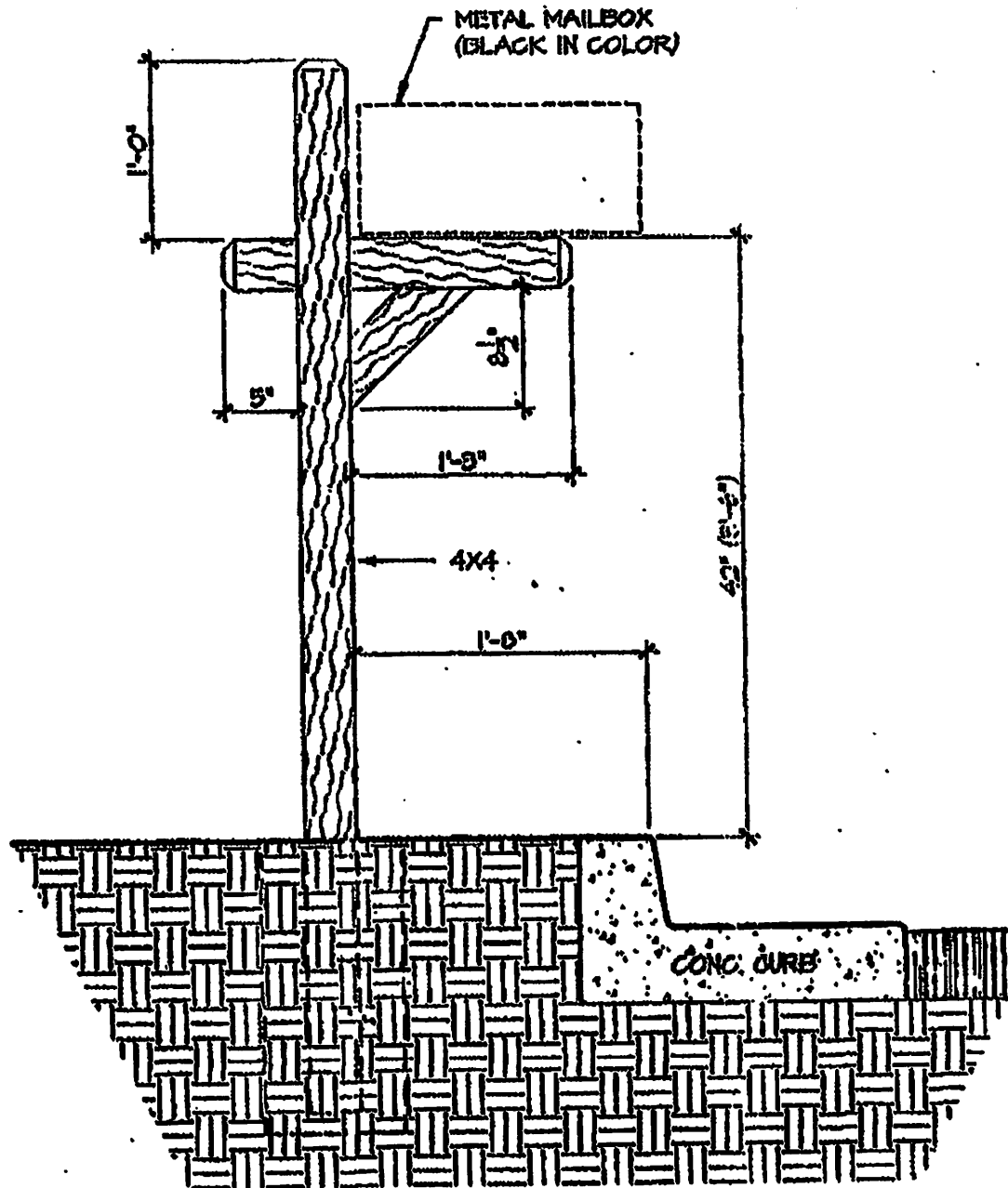
Gibbs Shales



Notary Public

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES; Oct. 28, 2002

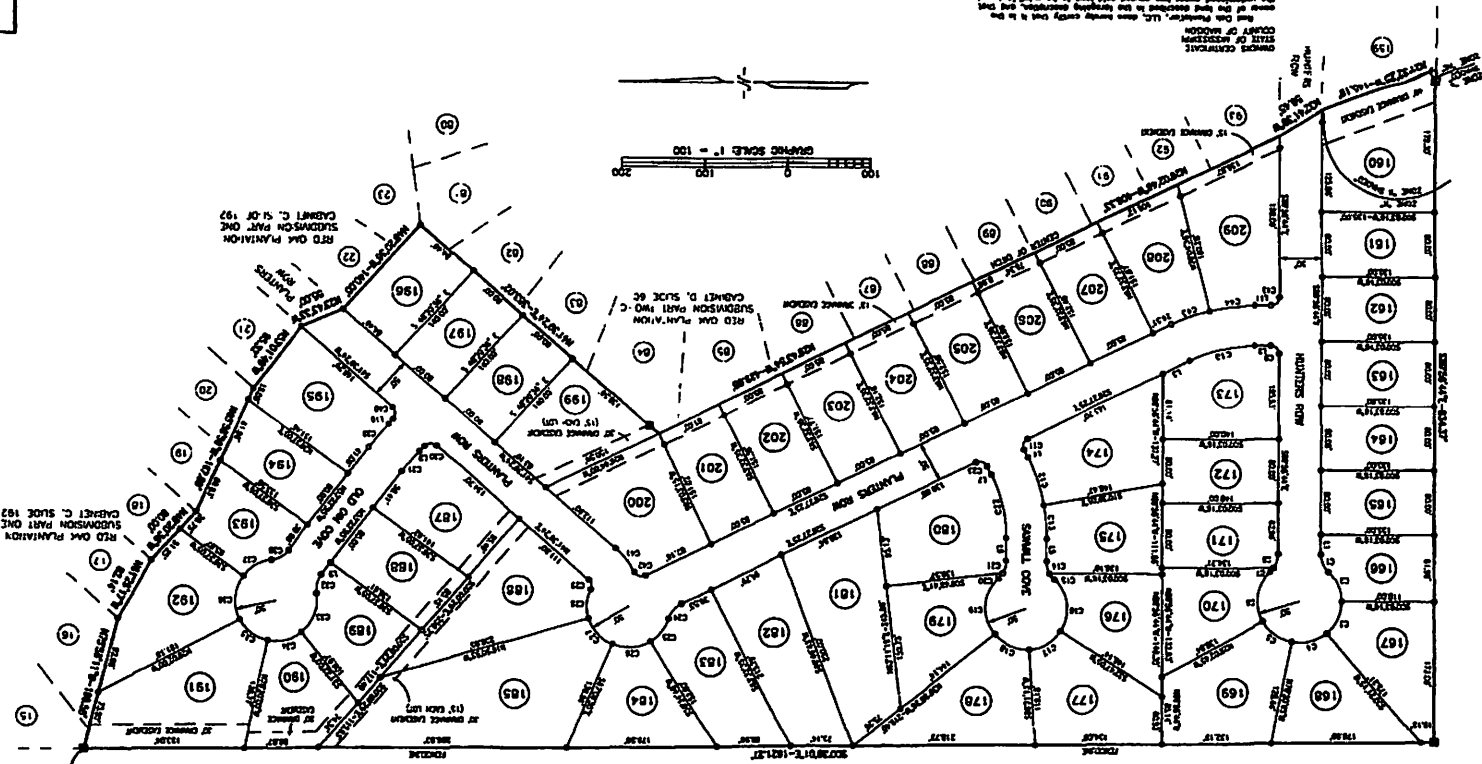
My Commission Expires BONDED THRU NOTARY PUBLIC UNDERWRITERS



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record
in my office this 22 day of June, 2001 at 11:30 o'clock AM.,
and was duly recorded on the JUN 22 2001 Book No. 1317 Page 117.

STEVE DUNCAN, CHANCERY CLERK BY: CParker D.C.

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RED OAK PLANTATION
SUBDIVISION PART THREE
SITUATED IN THE WEST HALF OF SECTION 20
TOWNSHIP 8 NORTH, RANGE 2 EAST
WADSWORTH COUNTY, MISSISSIPPI

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