

RESTRICTIVE COVENANTS AND CONDITIONS  
FOR REGENT ESTATES,  
A RESIDENTIAL COMMUNITY AND SUBDIVISION  
IN LOWNDES COUNTY, MISSISSIPPI

WHEREAS, TimberRidge Development, LLC, a Mississippi corporation, is the fee owner of the hereinafter described real property located in Lowndes County, Mississippi; and

WHEREAS, said property is to be subdivided and developed as a residential community to be known as Regent Estates, an unrecorded subdivision of Lowndes County, Mississippi, and

WHEREAS, said owner desires to impose upon said property certain restrictive covenants and conditions to insure the use of the property for attractive residential purposes only; to prevent nuisances; to prevent the impairment of the attractiveness of the property; to maintain the desired tone of the community; and thereby to secure to each lot owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners; and

WHEREAS, the real property to be included in said subdivision and development of Regent Estates, of Lowndes County, Mississippi, is described as follows:

Commencing at the Northwest corner of the South Half (S ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 22, Township 17 South, Range 18 West, Lowndes County, Mississippi; thence run S 89° 39' 57" E along the North line of the said South Half (S ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 22 and being generally along a partial fence line for a distance of 1317.36 feet to the Northwest corner of the South Half (S ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 22 and being the Point of Beginning of the herein described tract of land; ; thence continue S 89°39'57" E for a distance of 502.89 feet to the west ROW of Ridge Road; thence south along the west ROW of Ridge Road a distance of 755.03 feet; thence north along the east ROW of Fulgham Road a distance of 604.79 feet to the point of beginning. It is the intention of this description to describe the unrecorded 12 lots of Regent Estates.

NOW, THEREFORE, in consideration of the purposes and benefits herein expressed and set forth, TimberRidge Development LLC, as the fee owner of said property, does hereby impose upon same and hereby makes the following declarations as to limitations, restrictions, covenants and uses to which the lots constituting the subdivision and development of said property may be put, and hereby specifics that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in said subdivision, this declaration of restrictions being designated for the purpose of keeping the subdivision desirable, uniform and suitable in design and use as specified herein:

1. All lots in the subdivision shall be known and described as residential lots and used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than on detached single-family dwelling and a private garage and other buildings incidental to residential use of the lot. Any such auxiliary building shall conform in style, quality and construction to the principal residence on the lot.
2. Any residence constructed upon any lot shall have a minimum of One Thousand Five Hundred (1500) square feet of finished enclosed dwelling area, provided however, that the term "enclosed dwelling area" does not include garages, terraces, decks, open porches and like areas.
3. No building shall be located nearer than twenty-five (25) feet to the front lot line or nearer than ten (10) feet to any interior lot line or rear lot line or nearer than ten (10) to any side lot line abutting or adjoining a public street. For purposes of these restrictive covenants and conditions, eaves, steps and open porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any such portion of a building to encroach upon another lot. In no case shall any building be located within any easement area shown on the subdivision plat.
4. No lot shall be re-subdivided except that it shall be permissible for any two adjacent lots facing in the same direction, or parts thereof, to be combined and thereafter consider as one residential lot for purposes of these restrictions. No lot shall be reduced in size unless the same is thereupon added to an adjoining lot as provided herein. No lot shall be reduced in size if such reduction results in a violation of the setback requirements of these restrictive covenants.
5. No mobile home, manufactured home, or other similar type prefabricated structure shall be placed on any lot at any time, either temporarily or permanently, nor shall any structure of a temporary character or other out building be used at any time as a residence, either temporarily or permanently.
6. All driveways, roads or streets for automobile traffic shall be finished with a hard surface such as brick, concrete, or asphalt.
7. Fencing within the subdivision shall be allowed and shall be the same style as is placed along Fulgham Drive by the builder. No chain link fences shall be allowed or approved at any time.
8. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of his buildings or grounds which shall tend to substantially decrease the beauty of the property or the neighborhood as a whole. No noxious or offensive activity shall be conducted on a lot nor shall anything be done thereon tending to cause annoyance or nuisance to the neighborhood. No lot shall allow accumulation of or be used or maintained as a dumping ground for

rubbish, trash, garbage or other waste accumulated through normal residential use and the same shall not be kept except in sanitary containers. Homeowners must keep lots presentable at all times with grass mowed, etc.)

9. No abandoned vehicle, non-operable vehicle nor any other non-operable type temporary use vehicle shall be parked or maintained on a lot at any time. No trailer, recreational vehicle, or other similar type oversized vehicle shall be parked on the streets or roads in the subdivision at any time. Absolutely no four-wheelers are allowed to be ridden in the subdivision.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on a lot except that dogs, cats and other household pets may be kept on any lot, provided they are not kept, bred or maintained for any commercial purposes or in numbers so as to be nuisance to the neighborhood.

11. Easements for the installation and maintenance of utilities, gas lines, and drainage facilities are reserved on each lot in the subdivision as shown on the subdivision plat.

12. No part of a lot may be used as a road or street to provide ingress or egress to or from any property adjoining the subdivision.

13. In the event of a violation or breach of any of the restrictions contained herein, TimberRidge Development LLC, its successor in interest or any other party to whom the rights may be assigned, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any covenant. The failure to enforce any rights, reservations, restrictions or conditions contained and set forth herein, however long continued, shall not be deemed as a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

14. Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other covenants or restrictions which shall remain in full force and effect.

15. All restrictive covenants and conditions set other herein shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the execution date hereof, after which time all covenants and restrictions shall be automatically continued unless and until an instrument signed by the owners of three fourths (3/4) of the lots is recorded, agreeing to change said restrictions and covenants in whole or in part.

16. Notwithstanding anything herein to the contrary, TimberRidge Development LLC hereby reserves the right to amend, change, alter or modify any or all of these restrictive covenants and conditions if, in such party's sole discretion, the amendment, change, alterations or modifications is necessary or desirable.

17. TimberRidge Development LLC shall have the right in its sole discretion, to transfer and assign its rights and privileges under the pursuant to these restrictive covenants and conditions to a subsequent party or parties in interest by separate written document duly recorded in the Chancery Clerk's Office of Lowndes County, Mississippi, and the term "TimberRidge Development LLC" shall at all times include and refer to its successors in interest and/or assigns.

18. TimberRidge Development LLC, Mike Dunaway, and Judy Dunaway are hereby designated and appointed as the members of an Architectural Control committee to have primary responsibility to approve plans and specifications for the construction for improvements including residences, garages, other outbuildings, mailboxes, fences, and landscaping in the subdivision and on any residential lot. TimberRidge Development LLC, Mike Dunaway, and Judy Dunaway, jointly or severally, may act for the committee or may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. No member of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No building, fence, mailbox, street light, outside lighting or landscaping shall be erected, placed, installed or altered on any residential portion until approved by the Architectural Control Committee as to design materials, harmony of external design with existing structures and locations with respect to topography and finish grade elevation. Minimum landscaping shall be required by the Architectural Control Committee on all residential lots which shall consist of approved foundation planting along the front and sides of each residence. No changes or alteration of said structures shall be made unless similarly approved. There shall not be any structure erected or built upon any residential lot, nor shall any structure existing be altered remodeled, added to, or changed so as to affect the exterior thereof unless similarly approved by the Architectural Control committee.

The Committee's approval or disapproval as required in these covenant shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after request, in writing, has been submitted to it, approval shall be assumed and compliance with the related covenants and restrictions shall be considered complete.

19. The term "subdivision" as used herein shall at all times refer to the real property as described in these restrictive covenants and conditions and shall, for all purposes, include the unrecorded subdivision plat of Regent Estates.