

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PATRICK FARMS  
PHASE TWO, PART ONE

KNOW ALL MEN BY THESE PRESENTS: that Patrick Farms Development, LLC, a Mississippi limited liability company, (hereinafter, the "Developer"), is the owner of real property located in Rankin County, Mississippi, more particularly described as follows:

Lots D1 through D6, LP7 through LP26 and V1 through V16, inclusive, Phase Two, Part One, Patrick Farms as shown by a map or plat thereof, which has been filed with the Chancery Clerk of Rankin County, Mississippi, and is recorded in Cabinet C, Slot 172 of the plat records of said county reference to which map or plat of this description, the same being a part of Sections 23 and 24, Township 5 North, Range 2 East, Rankin County, Mississippi,

(hereinafter, the "Subdivision") does hereby publish and declare that the real property shown on this plat shall be held, conveyed, sold, leased, used, occupied and improved subject to the covenants, conditions and restrictions incorporated herein.

It is the intent of the Developer to develop this property as a residential subdivision to be known as PHASE TWO, PART ONE, of Patrick Farms. To provide for preservation of values and amenities associated with this development and for the maintenance of certain entrance areas located on dedicated public road right-of-ways, the Developer desires to subject all of said real property herein described to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens, hereinafter set forth and contained in this Declaration, each and all of which are for the benefit of the Developer and any person or other entity purchasing or otherwise acquiring an ownership interest therein, their respective heirs, legal representatives, successors, or assigns.

The covenants, conditions and restrictions contained in this Declaration (hereinafter the "Declaration") shall be deemed to run with and bind the land. The lots in this Subdivision are identified as lots numbered D1 through D6, inclusive, V1 through V16, inclusive, and LP 7 through LP26, inclusive, and all dimensions are shown in feet and inches on the final plat. All public streets and utility easements specifically shown or described on the plat are dedicated to the County of Rankin for their usual and intended purposes. The covenants, conditions and restrictions contained in this Declaration shall inure to the benefit of and be enforceable by Patrick Farms Development, LLC, its successors and assigns, and any person acquiring or owning an interest in said property.

#### ARTICLE I PROTECTIVE COVENANTS

SECTION 1. LAND USE AND BUILDING TYPE. All lots shown on the recorded plat of Phase One, Part Two, Patrick Farms shall be known, described and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any said lot herein designated in said Subdivision other than one single family residential unit constructed for the purpose of housing not to exceed one family, not exceeding two (2) stories in height along with customary outbuildings, such as garage, carport or storage building either separated with or in connection with the main dwelling. Excepted are those lots designated as D1 through D6, inclusive, and as further described and defined in Article II of this Declaration.

SECTION 2. RESIDENTIAL PURPOSE. The term "residential purpose" shall generally be defined as single-family homes, and shall exclude any and all home occupations and commercial and professional uses, and among other things, groups quarters, beauty parlors,

mechanics, auto or lawn mower repair shops, garage apartments, apartment houses, duplex and multifamily residences, profit and non-profit nursing homes, churches, schools and other similar private or charitable enterprises. Any and all such uses of this property are hereby expressly prohibited. However, this paragraph shall not prohibit use of a portion of a resident as a part-time professional office, provided that no signs advertising such use are posted on or about the premises, no person other than members of the family residing on the premises shall be engaged in such occupation; there is no change in the outside appearance of the premises or other evidence of such home occupation; no equipment or process is used in such home occupation which creates noise, vibration, glare, fumes, odors, electrical interference detectable to the normal senses of the lot; no additional traffic is generated in the Subdivision because of such, use and an annual permit for such use is obtained from the appropriate governing authority. No noxious or offensive trade or hobby activities, including automotive repair visible from the front street, shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to other property owners within the Subdivision. Excepted are those lots designated as D1 through D6, inclusive, and as further described and defined in Article II of this Declaration.

SECTION 3. TIMELY CONSTRUCTION. The exterior of all structures and grounds related thereto within the Subdivision must be substantially completed in accordance with the plans and specifications approved by the Developer, or its designee, the Architectural Control Board, within twelve months after construction of the same is commenced, except where such completion is impossible or is the result of matters beyond the control of the Developer or builder, such as strikes, casualty losses, national emergencies or acts of God.

SECTION 4. GARAGES OR CARPORTS. Each single-family structure shall be required to have a covered off street parking facility for not less than two automobiles. Any car storage area that is front loading from the street must be in the form of an enclosed garage. If the car storage area is located in the rear of the house, it may be a carport.

SECTION 5. PRIVACY FENCING. All privacy fencing materials and location must be approved by the Architectural Control Board. Fencing material must conform to height and design as specified by the Architectural Control Board.

A. Installation of chain-link, cyclone, or other wire fencing is not permitted. 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.

B. Developer, or its designee, reserves the right to remove or cause to be removed, at the Lot Owner's expense, any fence, hedge, wall or other structure which interferes with the visibility required for the safe flow of vehicular traffic.

C. An exception to the Subdivision standard privacy fencing will be the installation by Developer of any type of fencing it may choose, to enclose certain perimeters of the overall Subdivision or decorative fencing to enhance the visible appearance of the Subdivision.

SECTION 6. VISIBILITY OF MECHANICAL EQUIPMENT. No mechanical equipment, such as filter system or vacuum system for swimming pools, shall be located so as to be visible from the street and must be enclosed by treated wood fencing: except an air conditioning compressor, used in connection with the main living unit, may be located on the side of such dwelling provided that the unit is screened from the street view by shrubbery or by the Subdivision standard privacy fence. No air conditioning compressor may be located on the front

of any structure facing the street.

SECTION 7. OUTBUILDINGS. Outside storage buildings are permitted and shall be located to the rear of the main living unit; however, there shall be no outside storage building placed on any lot unless the backyard is enclosed by privacy fencing. All outside storage building must be specifically approved by the Architectural Control Board.

SECTION 8. ANCILLARY STRUCTURES. All ancillary structures, including garages, storage buildings, gazebos, hothouses, pool or patio covers must be placed within the setback lines established herein and must be approved by the Architectural Control Board. An outbuilding or unattached garage on said property shall not be used as a permanent residence or living quarters.

SECTION 9. MAIL BOX REQUIREMENT. All mailboxes shall be standard design as approved by the Developer, or its designee. Said residential mailbox shall be installed prior to final inspection or close of any house constructed on a Lot.

SECTION 10. LANDSCAPING REQUIREMENT. There shall be a minimum of landscaping installed around each house to be constructed on said Lot. This minimum landscaping shall be determined by the Architectural Control Board.

SECTION 11. LOT APPEARANCE. Each Lot Owner shall maintain the appearance of his lot in high quality condition, and will provide and maintain landscaping on all easements and utility boxes located on his lot. The grass, flowers and shrubbery must be kept in orderly fashion. Each Lot Owner, so as to maintain the same in a neat and attractive manner, shall keep grass, weeds and vegetation on his Lot mowed at regular intervals. Trees, shrubs and plants that die

shall be promptly removed from such Lot. This requirement applies to all Lots owned before and after a home is built upon the Lot. Should any owner refuse or neglect to comply with the terms of this paragraph, the Developer, or its designee, may, at its option and in its discretion, have dead trees removed from the property, mow and remove debris. The Owner of such Lot shall be immediately obligated to reimburse the Developer for the cost of such work, which cost shall be considered and constitute a lien upon the lot.

SECTION 12. EXTERIOR TV AND RADIO APPARATUS. No TV satellite dishes or similar apparatus may be installed on any Lot. No radio or TV antennas may be installed which extend above the main structure's roofline. Any deviation from this restriction shall require approval from the Architectural Control Board. Excepted are satellite disks no larger than eighteen (18) inches in diameter.

SECTION 13. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, tent, basement, shack, barn or other outbuilding shall be used on any Lot in the Subdivision at any time as a residence, either temporarily or permanently, nor shall any such structure be visible from the street.

SECTION 14. LOT SUBDIVISION. Lot dimensions and configurations are indicated on the recorded Subdivision plat.

A. No Lot platted in the Subdivision may hereafter be subdivided, EXCEPT by the Developer, who may extend or restrict lot lines as long as the number of platted lots remain the same. However, nothing in this paragraph shall prohibit the building of a residence on any Lot of said Subdivision as originally platted.

B. In the event an Owner of two or more contiguous lots desires to construct one

living unit occupying a portion of both lots, then the covenants, conditions and restrictions contained herein shall apply as if the contiguous lots were one single lot.

SECTION 15. EASEMENTS. Easements for installation and maintenance of drainage, utilities facilities are reserved as shown on the recorded plat.

A. In addition, Developer reserves a five (5) foot easement for utility purposes on all lot lines. EXCEPTED from this five (5) foot easement are those "Villa" (Lots V1 - V16) and "Duplex" (Lots D1 - D6) lots which have a five (5) foot and zero (0) foot side line set backs as specified on the recorded Plat: in which case, there will be a construction, maintenance and drainage easement placed upon the five (5) foot of any lot that abuts the zero (0) lot line of the adjacent lot. Any improvement placed within this five (5) foot easement shall be removed by the Lot Owner at his expense within ten (10) days written notice from the adjoining Lot Owner until such time that a dwelling is constructed on the adjacent lot.

B. Without written approval of the Architectural Control Board: (1) No privacy fencing shall intrude in such easement; and, (2) No trees shall be cut or removed from easements. If an approved fence is place upon an easement and it becomes necessary for the utility company, County of Rankin, or any other governing authority to enter that easement, all costs for removal and replacement of such fence shall be borne by the Lot Owner.

SECTION 16. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except for dogs, cats, or other household pets, provided that such are not kept, bred or maintained for commercial purpose. All pets must be kept on a leash and under the control of their owner when they are outside of the Lot and must not become a nuisance to

other residents. All pets must be properly vaccinated and registered with appropriate public authorities. Any outside enclosures for dogs, cats, or other household pets shall be located behind the rear of the living unit, shall be screened from public view and shall be maintained in a safe and sanitary condition, in accordance with the general rules and regulations of any governing authority.

SECTION 17. VEHICLES & RECREATIONAL EQUIPMENT. Campers, camper trailers, recreational vehicles, boats and/or boat trailers, trailers, and trucks shall be stored within the confines of the carport or garage, or behind privacy fencing.

SECTION 18. SIGNAGE. No sign of any kind shall be displayed to the public view on any lot without consent of the Developer except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period. Said sign to be located within the confines of the Lot.

SECTION 19. GUNS, FIREARMS, WEAPONS. No guns, firearms or weapons of any kind, including, but not limited to handguns, rifles, shotguns, BB and pellet guns, pistols, bows and arrows, sling-shots, or other weapons shall be allowed on any street or discharged anywhere within the confines of the Subdivision.

SECTION 20. NUISANCES. No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECTION 21. DUMPING OF WASTE. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.



SECTION 22. SANITATION. The use of privies, septic tanks, cesspools, or disposal plants for the disposal of sewer is prohibited. The use of outdoor toilets is prohibited, except during construction. All residences constructed in the Subdivision must be connected to the existing sewerage system, installed by the Developer.

SECTION 23. WATER SYSTEM. No individual water supply systems shall be permitted on any lot. All residences constructed in the Subdivision must be connected to the existing water system as installed by the Developer.

ARTICLE II  
DUPLEX LOTS  
LOT NUMBERED: D1 THROUGH D6, INCLUSIVE

The provisions of this Article II shall apply only to Lots D1 through D6, inclusive, of Patrick Farms, Phase Two, Part One, which shall be known hereafter and referred to herein as "Duplex Lots". All other terms and provisions of this Declaration shall apply to the Duplex Lots except where such terms and provisions are specifically superseded by the provisions of this Article II.

SECTION 1. DUPLEX LOTS. The said Duplex Lots shall each contain one (1) structure (a "Duplex") each of which shall contain two (2), but no more than two (2), single family residences (a Residential Unit"). Each Residential Unit shall be constructed for the purpose of housing not to exceed one (1) family. The term "Residential Unit" shall also include that part of the Duplex Lot conveyed to the owner of the Residential Unit. Each Residential Unit may be described for title purposes using a survey or "metes and bounds" description or, if applicable, may be described as the appropriate half of a Duplex Lot, and shall be considered to be a "Lot" as

define in this Declaration for purposes of the provisions hereof applicable to Lots. Each Residential Unit may be the subject of individual ownership or one entity or person may own more than one Residential Unit. A Residential Unit(s) may be owned by a resident or non-resident for rental purposes. An owner who rents a Residential Unit(s) to a third party or parties shall remain responsible for all charges, fees, levies and duties associated with that Residential Unit(s).

SECTION 2. BUILDING LOCATION. No building, or extension or part thereof (excluding exterior air conditioning equipment) shall be erected on any Duplex Lot nearer than fifteen (15) feet from the front lot line, or nearer than ten (10) feet from the rear lot line, or nearer than zero (0) and five (5) feet from either side lot line, unless otherwise indicated on the Plat. Driveways and sidewalks shall not be considered an extension of the structure for purposes of the setbacks. Eaves of buildings located within the setback lines provided in this paragraph may extend across setback lines and side lot lines. The location of any building detached from the main structure shall be approved by the Duplex Homeowners Association.

SECTION 3. STRUCTURE SIZE. No Duplex shall be permitted on any Duplex Lot with a heated and cooled living area of less than two thousand one hundred (2,100) square feet, and no Residential Unit shall be permitted within any Duplex with a heated and cooled living area of less than one thousand (1,000) square feet. The Duplex Homeowners Association may, in its discretion, approve a variance in the minimum square foot requirement up to ten percent (10%) of the total footage.

SECTION 4. DUPLEX HOMEOWNERS ASSOCIATION. There will be created a Duplex Homeowners Association (the "Association") for the benefit of all owners of Residential

Units located on the Duplex Lots. The Association shall be governed by its own Articles and Bylaws and shall have the privileges, rights, duties and responsibilities contained therein and in this Article II. Each Owner of a Residential Unit shall be entitled to membership in the Association and to one vote therein. Until such time as all Residential Units have been constructed and sold to individual owners, the Developer shall exercise all duties and responsibilities of the Association.

SECTION 5. MAINTENANCE OF RESIDENTIAL UNITS; ASSESSMENTS. In order to protect the value of each Residential Unit and in keeping with the overall purpose of and mutual benefits to be derived from and through this Declaration, the Association will have the authority and responsibility of maintaining in good repair and attractive appearance and to replace, if necessary, the lawn, fences, out buildings, façade, gutter and downspouts, exterior building surfaces, exterior improvements and roof of each Residential Unit and any other permitted structure associated with each Residential Unit. There is created hereby such easements over, through and across each Residential Unit as shall be reasonably necessary to allow the Association, its agents and servants, to provide such maintenance. Each Residential Unit shall be subject to a monthly assessment to defray the cost of such maintenance and other charges of the Association, the amount of which assessment shall be determined and levied by the Association.

SECTION 6. INSURANCE. The owner of each Residential Unit(s) shall keep his Residential Unit(s) insured against losses due to earthquake, fire, windstorm, hail, explosion, riot, civil commotion, damage from aircraft and vehicles, smoke damage, and all other hazards that may be covered under standard extended coverage provisions in an amount equal to at least the

full replacement value (one hundred percent (100%) of the replacement costs) without deduction or allowance for depreciation and exclusive of site preparation and excavation, of the Residential Unit. The replacement value of each Residential Unit is to be determined annually by the owner of each Residential Unit in conjunction and cooperation with the owner of the other Residential Unit(s) in the Duplex and, if necessary, with the assistance of the insurance companies whose policies cover the two Residential Units in the Duplex and to the satisfaction of any mortgagee having a first lien on the respective Residential Units. Each owner of a Residential Unit shall, upon request, furnish a copy of all relevant insurance policies to the owner of the other Residential Unit in the same Duplex. In the event of substantial damage to a Residential Unit from a cause which is the subject of insurance coverage and subject only the rights of the holder of a first mortgage lien on the Residential Unit, the Residential Unit shall be repaired, replaced or reconstructed in substantial conformance to its pre-damage condition using the insurance proceeds.

SECTION 7. ALTERATIONS TO IMPROVEMENTS. Except for construction, erection, improvement or development by the Developer or a bona fide builder with the consent of the Developer, and except for purposes of proper maintenance and repair, no building, fence (other than a fence permitted elsewhere in this Declaration), wall, structure, or other improvement shall be commenced, constructed, placed, moved, altered or maintained upon any Duplex Lot, nor shall any exterior addition to or change (including change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other characteristic therefor shall have been submitted in writing to and approved in writing as to harmony or external design, color, relation

to surrounding structure and conformity with the design concept by the record owner of the other Residential Unit of the Duplex, and the Association, which approval shall not be unreasonably withheld. In the event that the owner of the other Residential Unit of the Duplex and the Association fail to approve or disapprove any plans and specifications which were properly submitted in writing to both parties pursuant to the provisions of this paragraph within thirty (30) days after such plan and specifications were properly submitted in writing to them, then approval in writing shall not be required and provisions of this paragraph will be deemed to have been complied with fully. However, the Association can override any approval or disapproval of the other Residential Unit owner of the Duplex.

SECTION 8. ALTERATIONS TO RESIDENTIAL UNITS. Except for construction, erection, improvement or development by the Developer or a bona fide builder with the consent of the Developer, and except for purposes of proper maintenance and repair, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build alter, remove or construct any lighting, shade, screen, awning, patio cover, decoration, fence, wall, aerial, antenna, radio or television broadcasting or receiving device, slab, sidewalk (other than a sidewalk permitted elsewhere in this Declaration), curb, gutter, patio, balcony, porch, or driveway, or to make any change or otherwise alter (including alteration of color) in any manner whatsoever the exterior of any improvement constructed upon a Lot, or to remove or alter any window or exterior door on any duplex, or to make any change or alteration within any Residential Unit which will alter the structural integrity of the building or otherwise affect the property, interest, or welfare of any other owner of a Residential Unit, or materially increase the cost of operating or insuring any Residential Unit or impair any easement, until the complete plans and specifications showing the

location, nature, shape, height, material, color, type of construction, or any other characteristic thereof shall have been submitted to and approved in writing as to harmony or external design, color and location in relation to surrounding structures and conformity with the design by the owner of the other Residential Unit in the Duplex and the Association, which approval shall not unreasonably be withheld. In the event that the owner of the other Residential Unit in the Duplex and the Association fail to approve or disapprove any plans and specifications which were properly submitted in writing to both parties pursuant to the provisions of this paragraph within thirty (30) days after such plans and specifications were properly submitted in writing to them, then approval in writing shall not be required and the provisions of this paragraph will be deemed to have been complied with fully. The Association shall have the final approval or disapproval of any plan and specification submitted for modification.

SECTION 9. ALTERATIONS, TIME. Construction or alterations in accordance with the plans and specifications so approved as provided herein shall be commenced within six (6) months following the date upon which said plans and specifications are approved, or are considered approved for lack of disapproval, and shall be promptly completed in a good and workmanlike manner. In the event said construction or alteration is not commenced within the period aforesaid, then approval of said plans and specifications shall be conclusively deemed to have lapsed. There shall be no deviation from the plans and specifications so approved without the prior consent in writing of the owner of the other Residential Unit in the Duplex and the Association.

SECTION 10. LIENS. The owner of each Residential Unit covenants that he will not do anything that would cause a lien to be filed against any other Residential Unit, and

further agrees to indemnify and to hold harmless the record owner of all other Residential Units and the Association from any claim of mechanic's lien filed against any other Residential Unit or the Association for labor, materials, services, and other products incorporated into his Residential Unit.

SECTION 11. PARTY WALLS. Each wall which becomes a common wall between two units shall constitute a party wall and the general rules of law regarding party walls and liability for property due to negligence or willful act or omission shall apply thereto in addition to the following:

A. MAINTENANCE: A party wall may be created for the benefit of the owner of the Residential Unit on either side of the center line of such wall, and, in such event, each such owner shall maintain the portion of such party wall or party walls within the boundaries of his Resident Unit at all times in good order and repair, and no party wall, its footing or any portion thereof, shall be removed, damaged, injured or destroyed nor shall the same be altered, added to, enlarged or extended except only for the purpose of maintaining or repairing the same, unless upon the prior consent of the adjoining owner.

B. WEATHERPROOF: Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

C. EASEMENT: The owner of each Residential Unit shall have and enjoy a perpetual easement to the party wall and to the other Residential Unit in the Duplex as may be necessary to allow the owner of a Residential Unit to perform necessary repairs or replacement of the party wall. In the event that there shall be located within any party wall pipes, vents outlets or

other structures serving one or more than one Residential Unit in a Duplex, the owner of each Residential Unit so served shall have and enjoy a perpetual easement to the party wall and to the other Residential Unit as may be necessary to allow the owner of a Residential Unit to perform necessary repairs or replacement of any structure within the party wall. Any entry into an adjoining Residential Unit through the use of the easements granted herein shall be done with as little inconvenience to the owner of the adjoining Residential Unit as possible and any loss, cost or damage caused by such entry or by the repairs for which entry was made shall be at the expense of the owner of the Residential Unit availing himself of the easement.

**ARTICLE III  
LAKE POINTE LOTS  
LOTS NUMBERED LP7 THROUGH LP26, INCLUSIVE  
BUILDING STRUCTURE LOCATION & REQUIREMENTS**

The provisions of this Article III shall apply only to Lots LP7 through LP26, inclusive, of Patrick Farms, Phase Two, Part One, which shall be known hereafter and referred to herein as "Lake Pointe Lots". All other terms and provisions of this Declaration shall apply to Lake Pointe Lots except where such terms and provisions are specifically superseded by the provisions of this Article IV.

**SECTION 1. BUILDING LOCATION.** No building, or extension or part thereof (excluding exterior air conditioning equipment), shall be erected on any residential lot in the Subdivision nearer than fifteen (15) feet from the front lot line; or nearer than ten (10) feet from the rear lot line; or nearer than five (5) feet from the side lot line of such lots, as shown on the recorded plat. On corner lots, the buildings set back line shall be the minimum front yard setback line of fifteen (15) feet from any existing or proposed right-of-way street or road as the dwelling



shall face the street and the side yard building setback line shall be one-half (1/2) of the minimum front yard setback line, or seven and one-half (7-1/2) feet. Driveways and sidewalks shall not be considered as an extension of the structure for purposes of the setbacks. Eaves of buildings located within the setback lines provided in this paragraph may extend across setback lines, but shall not extend across any other lot lines. The location of any building detached from the main structure shall be approved by the Architectural Control Board.

SECTION 2. DWELLING SIZE. No main residential structure shall be permitted on any lot in the Subdivision with a heated and cooled living area of less than one thousand seven hundred (1,700) square feet, provided the Developer, or its designee, the Architectural Control Board, may approve up to a ten percent (10%) square foot minimum variance at its discretion. For the purpose of determining heated and cooled living area, porches (other than glass enclosed), garages, and storage areas, shall not be included in the determination of livable heated and cooled floor area of each residence.

SECTION 3. ENFORCEMENT OF SETBACK REQUIREMENT. Due to the natural terrain, lot configurations, and/or proximity of adjacent structures, the enforcement of the set back requirement in this Article III, may be impossible or inadvisable; therefore, the Architectural Control Board may approve and permit specific deviations to such setback requirements if determined by the Architectural Control Board to be beneficial to a specific home-site or to the adjacent home-sites or to the development.

**ARTICLE IV  
VILLA LOTS  
LOTS V1 THROUGH V16, INCLUSIVE  
BUILDING STRUCTURE LOCATION & REQUIREMENTS**

The provisions of this Article IV shall apply only to Lots V1 through V16, inclusive, of Patrick Farms, Phase Two, Part One, which shall be known hereafter and referred to herein as "Villa Lots". All other terms and provisions of this Declaration shall apply to Villa Lots except where such terms and provisions are specifically superseded by the provisions of this Article IV.

SECTION 1. BUILDING LOCATION. No building, or extension or part thereof (excluding exterior air conditioning equipment), shall be erected on any residential lot in the Subdivision nearer than fifteen (15) feet from the front lot line; or nearer than ten (10) feet from the rear lot line; or nearer than five (5) feet from one side lot line and zero (0) feet on the opposite side lot line, as shown on the recorded plat. Excepted from these provisions is the rear year set backs on all lots bordering the lake. Driveways and sidewalks shall not be considered as an extension of the structure for purposes of the setbacks. Eaves of buildings located within the setback lines provided in this paragraph may extend across setback lines, but shall not extend across any other lot lines. The location of any building detached from the main structure shall be approved by the Architectural Control Board.

SECTION 2. DWELLING SIZE. No main residential structure shall be permitted on any lot in the Subdivision with a heated and cooled living area of less than one thousand two hundred (1,200) square feet, provided the Developer, or its designee, the Architectural Control Board, may approve up to a ten percent (10%) square foot minimum variance at its discretion. For the purpose of determining heated and cooled living area, porches (other than glass enclosed), garages, and storage areas, shall not be included in the determination of livable heated and cooled floor area of each residence.

SECTION 3. ENFORCEMENT OF SETBACK REQUIREMENT. Due to the

natural terrain, lot configurations, and/or proximity of adjacent structures, the enforcement of the set back requirement in this Article IV, may be impossible or inadvisable; therefore, the Architectural Control Board may approve and permit specific deviations to such setback requirements if determined by the Architectural Control Board to be beneficial to a specific home-site or to the adjacent home-sites or to the development.

**ARTICLE V  
RELATIONSHIP TO PATRICK FARMS GOLF COURSE**

**SECTION 1. SPECIAL RESTRICTIONS AFFECTING GOLF COURSE LOTS.**

Although Patrick Farms Golf Course is not a part of this Subdivision; is not owned by Developer; and, owners of Lots in this Subdivision have no rights in the Golf Course by virtue of lot ownership, it is nonetheless desirable to preserve the Golf Course and promote its use and maintenance so that the appearance of the Golf Course will remain attractive and an enhancement to the beauty and desirability of the Subdivision. There are hereby created special restrictions covenants, and rights hereinafter described and defined upon a portion of each Lot adjacent to the Golf Course, which restrictions and rights shall be appurtenant to and shall run with and bind the land adjacent to the Golf Course and shall inure to the benefit of and be enforceable by the Developer for the benefit of the Golf Course owner, its successors or assigns for as long as the Golf Course is operated and maintained in a manner which preserves the values of the subdivision.

**SECTION 2. WALLS AND FENCES.** Any portion of the Lot abutting Golf Course must be properly fenced prior to occupying residence, fence specifications and details shall be specified by Architectural Control Board.

**SECTION 3. DISTRACTIONS PROHIBITED.** Owners of Lots contiguous to the Golf

Course, as well as their families, tenants, guests, invitees and pets, shall be subject to the Golf Course Restriction; and, said Lot owner shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course or the development of an attractive overall landscaping plan for the entire golf course area, including the Owner's Lot. Prohibited actions shall include, but are not limited to, such activities as an otherwise permitted burning on a lot when the smoke would cross the golf course area; any activity creating excessive noise; the maintenance of dogs or other pets on a Lot under conditions which would interfere with golf course play due to their loud barking; running on fairways, picking up balls, or other similar interference with play.

A. Developer shall not be responsible or held liable for any claim or damages of whatever nature which may in any way arise or accrue from the use and operation of property adjacent or contiguous to the Golf Course.

B. Before commencement of construction and/or grading on any Lot adjoining the Golf Course a silt fence shall be installed to prevent any siltation or drainage from construction site on to Golf Course.

C. No construction workers or materials will be allowed on any part of the Golf Course. Builders shall be liable for the removal of any trash, construction materials or debris placed or blown on the Golf Course from the Lot construction site.

SECTION 4. LANDSCAPING. The Owner of each Lot adjacent to the Golf Course shall landscape and maintain all that part of his Lot which is visible from the Golf Course in an attractive, well kept manner consistent with the overall landscaping plan for the entire Golf Course area. All Lot Owners abutting Golf Course must sod rear of lot up to a distance of twenty

(20) feet from the rear lot line prior to occupancy. No unusual landscaping or structure shall be allowed which would unreasonably interfere with the use or maintenance of the Golf Course.

**ARTICLE VI  
LAKE AREAS**

SECTION 1. SPECIAL RESTRICTIONS AFFECTING LOTS ADJACENT TO LAKE AREAS. No Lot Owner shall have any ownership interest in or enforceable right to use any lake or pond which abuts or is adjacent or contiguous to his Lot. However, because the lands and ponds enhance the beauty and desirability of lots in the Subdivision, the following restrictions and covenants shall apply to all lots which are adjacent to or which abut any lake or pond (hereinafter, the "Lake"). These restrictions and covenants shall be appurtenant to and shall run and bind with the land adjacent to the Lake and shall inure to the benefit of and be enforced by the Developer, its successors, designees or assigns, for as long as the Lake is operated and maintained in a manner which preserves the values and amenities of the community.

SECTION 2. WALLS AND FENCES. Any portion of the lot abutting the Lake must be properly fenced prior to close, final inspection, or occupancy of the residence and details shall be specified by the Architectural Control Board.

A. Prior to construction and/or grading on any Lot adjoining a Lake, a silt fence shall be installed to prevent any siltation or drainage from the Lot construction site into the Lake.

B. No construction workers or materials will be allowed in any Lake. Builders shall be liable for the removal of construction trash and debris placed or blown into the Lake from the Lot.

SECTION 3. LANDSCAPING. The Owner of each Lot adjacent to a Lake shall landscape and maintain all that part of his Lot which is visible from the Lake in an attractive, well kept manner consistent with the overall landscaping plan for the entire Lake area. All properties abutting Lakes must sod rear of Lot up to a distance of twenty (20) feet from the rear lot line prior to close, final inspection for occupancy of the residence.

SECTION 4. LAKE WATER LEVEL. Neither the Developer or Golf Course Owner shall be required to maintain the water level of any Lake at any certain elevation or between any certain maximum and minimum elevations. The Golf Course Owner may lower the water level or drain the Lake if such is prudent or necessary for the discharge of its responsibilities herein; for the installation, maintenance and repair of any street, sewer, drain, pipe, wire or cable, or any related appurtenance; or, for any other purpose including irrigation of the Golf Course.

## ARTICLE VII MANAGEMENT COMPANY

For the purpose of preserving, landscaping and maintaining the various entrances and other landscaped areas with The Subdivision there is imposed upon each Lot within the Subdivision a fixed maintenance fee assessment. The fee shall be paid to a management company (hereinafter the "Management Company") to be designated by the Developer as set forth below.

SECTION 1. CREATION OF THE LIEN. The Developer hereby covenants and each Owner of any Lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Management Company, its successors or assigns a Quarterly Fixed Fee Maintenance Assessment (hereinafter, "Maintenance Assessment").

The Maintenance Assessment, together with interest thereon, late charges and costs of collection and reasonable attorney's fees, shall be a charge upon the Lot and shall be a continuing lien upon the property against which such assessment is made. The Maintenance Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Lot Owner at the time when the Maintenance Assessment fell due. The personal obligation for delinquent Maintenance Assessment shall not pass to Owner's successor in title unless expressly assumed by the successor in title with the written consent and approval of the Management Company. No Lot Owner may waive or otherwise escape liability for the Maintenance Assessment provided for herein by abandonment of his Lot.

SECTION 2. PURPOSE OF MAINTENANCE ASSESSMENT. The assessment levied by the Management Company shall be used to defray the operating costs of the Management Company and to provide for maintenance, replanting of landscaping, improvements thereto of Subdivision Entrances and other Landscaped areas within the development.

SECTION 3. DATE OF COMMENCEMENT AND AMOUNT OF QUARTERLY MAINTENANCE ASSESSMENT. The Maintenance Assessment provided herein shall commence six months from the first day of the month immediately following the date of conveyance of such Lot by the Developer to the initial Lot Purchaser, whether it be an individual or home builder; or, upon date of conveyance of the completed residence to a home purchaser, which ever occurs first. The Maintenance Assessment shall be adjusted according to the number of months remaining in the Quarter. The beginning month of each Quarter within the year shall be: January 1, April 1, July 1 and October 1. Thereafter, the Maintenance Assessment will be due on the first day of each succeeding Quarter thereafter. The

Maintenance Assessment is fixed at Fifteen Dollars (\$15) per month per Lot, or Forty-five Dollars per Quarter. The annual Maintenance Assessment may be reduced at the discretion of the Management Company.

SECTION 4. EFFECT OF NONPAYMENT OF ASSESSMENT: REMEDIES OF THE MANAGEMENT COMPANY. Any Maintenance Assessment not paid within thirty (30) days after the due date shall be considered delinquent and shall be subject to a late fee to be determined by the Management Company and also shall bear interest from the due date at a rate to be determined by said Management Company for each assessment period not to exceed the maximum rate which may be charged under applicable State and Federal laws. The Management Company may bring an action at law against the Lot Owner personally obligated to pay the same, or may foreclose the lien against the property. No Lot Owner may waive or otherwise escape liability for the Maintenance assessment provided for herein by abandonment of his Lot. Each Owner, by his acceptance of a conveyance of a Lot, hereby expressly vest in the Management Company, its successors or assigns or agents, the right and power to bring all actions against such Lot Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available, including judicial and non-judicial foreclosure by an action brought in the name of the Management Company in a like manner as a mortgage or deed of trust lien on real property, and such Lot Owner hereby expressly grants to the Management Company power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Management Company and shall be for its benefit.

SECTION 5. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Maintenance Assessment provided for herein shall be subordinate to the lien of any first mortgage.



Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Maintenance Assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Owner of a Lot may create a second mortgage on the condition that any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, liens for Maintenance Assessments and other payments created by this Declaration.

SECTION 6. LIMITATION OF LIABILITY. Neither the Management Company, nor the Developer shall be liable for any failure of any services to be obtained by the Management Company or paid for out of its maintenance fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Entrances or Landscaped areas or from any wire, pipe, drain, conduit or other apparatus installed therein. Neither the Management Company or the Developer shall be liable to any Lot Owner or guest for loss or damage resulting in the Entrances or Landscaped areas. No diminution of Maintenance Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Entrances or Landscaped areas or from any action taken by the Management Company or Developer to comply with any law or ordinance or with the order or direction of any state, county or municipal governing authority.

**ARTICLE VIII  
ARCHITECTURAL CONTROL BOARD.**

No building, fence, wall or other structure shall be commenced, erected or maintained

with the Subdivision, nor shall any exterior addition to or change or alteration therein be made to any structure until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography to the Developer, its successors, designees, or assigns.

SECTION 1. CREATION OF ARCHITECTURAL CONTROL BOARD. The Developer, its designee, successors, or assigns, shall designate representatives and select members for an Architectural Control Board to act on its behalf.

SECTION 2. RULES AND REGULATIONS. The Architectural Control Board may publish and/or file for record such statements of policy, standards, guidelines and establish such criteria relating to architectural styles or details, colors, size or set-backs, materials or other matters relating to architectural control, protection of the environment, including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any of these provisions, or any other provision or requirement.

SECTION 3. SUBMISSION OF PLANS & SPECIFICATIONS. The plans and specifications for any structure to be constructed on a Subdivision lot must be submitted to the Developer, or its designated representative, or assigns for approval prior to commencement of construction.

A. Plans and specifications shall include, but not be limited to, a plat of the location of the structure on the lot, the floor plans and elevation of the structure, specification

building materials list including roofing, brick, siding, and exterior color selection.

B. The Architectural Control Board will approve or disapprove said plans and specifications including exterior material and color selections. It is the intent of the Developer to preserve an overall harmonious, pleasing appearance of the Subdivision through architectural control of exterior color and material selections, structure design and elevation. Such approval will not be unreasonably withheld.

C. If any Lot Owner desires to alter, deviate, change exterior appearance, enclose or incorporate additions of any type, including but not limited to, the addition of a carport or garage which deviate from the original plans and specifications as filed with the Developer, its designee, or the Architectural Control Board, the Owner must submit revised plans and specifications indicating location, material, color selection, design and location plat to the Architectural Control Board for approval prior to commencement of construction of such alteration, change, deviation, exterior change, enclosure or addition. This requirement shall also apply to exterior color changes. It is the Developer's intent to maintain an attractive, harmonious appearance to said Subdivision.

SECTION 4. FAILURE TO ACT. In the event the Architectural Control Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 5. APPEAL OF DECISION. An applicant may appeal an adverse Architectural Control Board decision to the Developer, who may reverse or modify such decision.

SECTION 6. EXPENSES. Any person or entity submitting Plans shall be responsible for the payment of reasonable charges established by the Architectural Control Board for review of the Plans, specifications, modifications or changes to Plans, but no charges shall be imposed on any governmental authority using any portion of the Property. The Architectural Control Board may retain one copy of the Plans as approved or disapproved for its permanent records and shall return to the Applicant one copy of the Plans, marked or stamped with such approval.

SECTION 7. DISCLAIMER. The Architectural Control Board, each member of the Board, and, if applicable, The Developer, shall not be liable to any Lot Owner or to any other person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Lot Owner or other person arising or resulting from or in any way relating to the subject matter of the Review Process, any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Control Board or public authorities, whether given, granted or withheld. No approval of home construction Plans or other improvements and no publication of architectural standards or bulletins shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed dwelling or other improvement, or to represent, guarantee or imply that any dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Control Board to disapprove all or any portion of the Plans, if such Plans are subsequently submitted for use in any other instance.

SECTION 8. LIMITATIONS. Construction in accordance with approved Plans shall be commenced within six (6) months after approval of Plans, whether by affirmative action or by

forbearance from action, and shall be substantially completed either within twelve (12) months after construction commences, or within such other period as the Architectural Control Board shall specify in the approval of the Plans. If construction is not commenced or is not completed as required, approval of the Plans shall be conclusively deemed to have lapsed and compliance with these provisions shall be required again.

SECTION 9. NON-COMPLIANCE. After receiving Plan approval, if a Lot Owner and/or Builder fails to comply with the approved plans or with any architectural design policies, standards or guidelines, the Architectural Control Board shall have the right to cause said Lot Owner and/or Builder to cease construction and to remove or replace any "non-complying" item or material so that the structure, or improvement, and materials related therewith shall thereafter be in compliance with the architectural design guidelines.

## ARTICLE IX GENERAL PROVISIONS

SECTION 1. SEVERABILITY. All of the restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any Lot to which they apply shall be construed together; but, if any one of the same shall be held to be invalid by judgment of court decree or for any reason is not enforced or enforceable, none of the other restrictions or covenants shall be affected or impaired thereby, but shall remain in full force and effect.

SECTION 2. ENFORCEMENT. If any Owner of any lot, or his heirs, devisees, assigns, or successors violate or attempt to violate any of the covenants herein, any other person or persons owning any of said Lot or Lots in the Subdivision may prosecute any proceedings at law or in

equity against the person or persons violating or attempting to violate any of such covenants either to prevent him/them from so doing or to recover damages for such violation. In such an event, the Owner of the Lot or Lots causing the violation or upon which the violation occurs shall pay all attorney's fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants regardless of whether such suit is actually filed. All such fees, costs and expenses shall be a lien upon the lot and improvements.

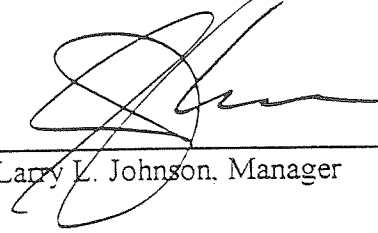
SECTION 3. TERM. These covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of Thirty (30) years from the date this Declaration is recorded; after which times this Declaration shall be automatically extended thereafter for successive ten (10) year periods. At any time after expiration of the initial Thirty (30) year term, but not before that time, this Declaration may be terminated by the execution and recording of an instrument for that purpose, which instrument shall comply with the requirements of Article VII, Section 4 for the amendment of this Declaration.

SECTION. 4. AMENDMENT . Subject to all the other limitations set forth in this Declaration, the Declaration, and any supplements or amendments thereto, may be amended only by an instrument executed and acknowledged by the Developer, its successors or assigns, so long as the Developer, or its successors or assigns, own any real property located within any of the developments, neighborhoods, subdivisions, entrance ways or other parts of the over-all Patrick Farms development. Such amending instrument shall be recorded in the land records in the Office of the Chancery Clerk of Rankin County, Mississippi. Unless a later date shall be specified

in any such amending instrument, any amendment hereto shall be effective on the date of recording of the amending instrument.

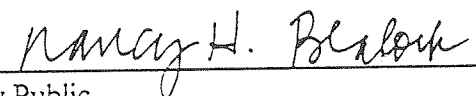
EXECUTED this 18<sup>th</sup> day of November, 1999.

PATRICK FARMS DEVELOPMENT, LLC

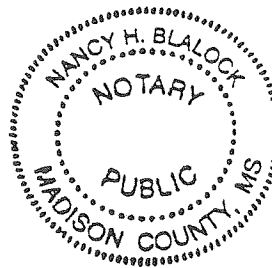
  
\_\_\_\_\_  
Larry L. Johnson, Manager

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

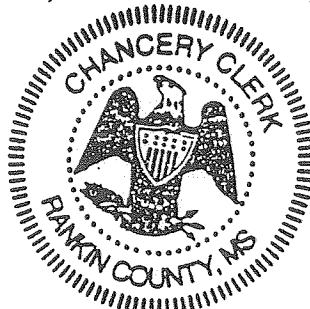
Personally appeared before me, the undersigned authority in and for said county and state, within my jurisdiction, on this the 18th day of November, 1999, the within named Larry L. Johnson, who acknowledged that he is Manager of Patrick Farms Development, LLC, a Mississippi limited liability company, and that for and on behalf of the said corporation and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

  
\_\_\_\_\_  
Notary Public

Notary Public State of Mississippi At Large  
My Commission Expires: December 2, 2000  
BONDED THRU HEIDEN-MARCHETTI, INC.



This instrument was prepared by: Patrick Farms Development, LLC, P. O. Box 12004, Jackson, Mississippi 39236-2004, telephone (601) 932-2121.



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MURPHY ADKINS, CHY. CLK.  
BY C. Edwards D.C.