

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

ASHBROOK SUBDIVISION, UNPLATTED

FOR THE PURPOSES HEREINAFTER SET OUT, LARRY L. ANTHONY, hereinafter referred to as Developer, hereby declares, places and imposes property restrictions and covenants limiting the use of that the property situated and being in the County of Oktibbeha, State of Mississippi, hereinafter referred to as the Property, and being more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

In order to provide for a congenial occupation of the building and to provide for the protection of investments, monetary and aesthetic values of the Property, the use of the Property shall be restricted to and be in accordance with the following covenants and use restrictions:

1. DWELLING QUALITY AND SIZE:

a. No dwelling shall be permitted on any lot having less than 2500 square feet heated/cooled dwelling area for single story homes. On any dwelling that is more than one story, the first floor shall be not less than 1800 square feet.

b. Barns and outbuildings shall be allowed as long as they are done in a tasteful manner and conform with the design of the primary residence.

2. CONSTRUCTION SCHEDULE:

It is agreed that the residence must be completed within two years after the purchase of the lot, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, natural calamities. No barn or

outbuilding shall be constructed unless it is completed at the same time or after the construction of the primary residence. During construction, no food or lunch debris may be thrown anywhere on the ground of the property. Construction sites must be kept clean and any construction debris shall be removed in a timely manner.

3. CONTRACTORS:

All contractors, builders, etc. shall be licensed with the Mississippi Board of Contractors.

4. LOT USE:

All lots shall be used for residential purposes only. At no time shall any person conduct any commercial business in the dwelling or on said lot, whether said business is intended to be permanent or temporary in nature.

5. GARAGES/DRIVEWAYS:

All residence must have a garage which must be attached to the main dwelling structure, and must be of the same exterior material as the main structure and must be of a size to accommodate two (2) or more standard size automobiles. Garage doors are mandatory.

6. BUILDINGS PROHIBITED:

No trailer, shack, mobile home, or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

7. ANIMALS:

Horses shall be allowed but not in excess of 4 per lot. Chickens shall also be allowed. Horses, chickens and other household pets maintained on the premises shall be prevented from trespassing onto adjacent property. Further, dogs maintained on the premises shall be restrained and prevented from barking.

8. LOT SIZES AND RESTRICTION:

No lot shall be subdivided, or its boundary lines changed, except by the developer. Lots

are single family homes only. Leasing or renting any premises is not permitted at any time.

9. BUILDING LINES:

The main dwelling front shall be located no closer than 75 feet from the right of way of Chapel Hill Road and Oktoc Road. No main dwelling shall be located on any lot nearer than twenty-five (25) feet to any side lot line, except with the written consent of the developer. For the purpose of these covenants, all porches, garages, and eaves shall be considered as part of the main dwelling and subject to the lot line restrictions herein contained. Any variances or reductions to the above described building lines must be approved in writing by the developer.

10. NUISANCES:

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained anything of any sort that the normal activities or existence of is in any way noxious, dangerous, unsightly, unpleasant, or of any nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof, including, but not limited to unsightly or abandoned cars, truck, or equipment.

11. YARDS:

No recreation units of any kind, i.e., boats, canoes, ATVs, campers, trailers are to be left in the yards of each dwelling, driveways, streets or in any common areas, for any length of time. These such items are to be stored inside the detached storage buildings mentions in paragraph 1 of these covenants.

12. INVALIDATION:

In the event that any of these restrictive covenants shall be declared invalid, by virtue of a court order, such invalidation shall in no way affect the other restrictions and conditions herein imposed, but the same shall be considered in full force and effect. It being intended here to

provide that these restrictive covenants are several and not joint and the invalidation of one shall not affect the others.

13. FENCING:

Split rail fences with not less than 3 rails shall be the standard fence of Ashbrooke Subdivision for the purposes of pasture and horses, the design of which shall be determined by the developer. Any fence design being used as a containment for dogs shall be first approved by the developer. Chain link fencing is not allowed.

14. LOTS 7, 8, 9, 10:

The maintenance of the road servicing Lots 7, 8, 9 and 10 off of Chapel Hill Road shall be maintained by the developer until such lots are sold. Once sold, the owners of Lots 7, 8, 9, 10 shall be equally responsible for the maintenance of said road.

15. LAWFUL USE:

All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

16. ENFORCEMENT:

The developer shall have the priority right of enforcement of the matters contained in the Declaration of Covenants and Restrictions.

17. TERM:

These covenants may be modified by the developer until lots are sold. After such time, the covenants may be modified by the majority of lot owners.

18. JURISDICTION:

The exclusive jurisdiction over all disputes arising from or in any manner related to The Property, individual Units, this Declaration of Restrictions, shall be vested in the Chancery Court of Oktibbeha County, Mississippi, and governed by the laws of the State of Mississippi.

WITNESS SIGNATURE this the _____ day of _____, 2020.

LARRY L. ANTHONY, *Owner*

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named LARRY L. ANTHONY, who being by me first duly sworn, states on oath that he signed and delivered the above and foregoing instrument of writing as his free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: