

2006 6414

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Monica W. Banks

Oktibbeha County, MS

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTION
PART 1: LOTS 12 - 30 and 55 - 64 INCLUSIVE
STONE RIDGE DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS: that MONTGOMERY
QUARTERS, LLC, doing business as, STONE RIDGE DEVELOPMENT, LLC., a
Mississippi corporation (hereinafter, the "Developer"), is the owner of the real property
located in Oktibbeha County, Mississippi, more particularly described as follows:

Being a 5.87 acre parcel located in the Southwest quarter of Section 34, Township 18
North, range 14 east, Oktibbeha County, Mississippi and being more particularly
described as follows to wit.

Commencing at a two (2) inch axle found at the intersection of the North Boundary of the
South half of Section 35, Township 18 North, range 14 East, Oktibbeha County,
Mississippi and the East Right of Way of Montgomery Street Extended, said axle also
being the Southwest corner of Heritage Colony Subdivision as platted and recorded in the
Office of the Chancery Clerk, Oktibbeha County, Mississippi and run South for a
distance of 1740.82 feet: thence South 88 degrees 03 minutes 34 seconds West for a
distance of 72.78 feet to an iron pin found at the POINT OF BEGINNING of the parcel
herein described, said iron pin also being on the West Right of Way of Montgomery
Street Extended. From said POINT OF BEGINNING run North 00 degrees 07 minutes
25 seconds West along the said East Right of Way for a distance of 213.91 feet to an iron
pin: thence South 89 degrees 26 minutes 21 seconds West for a distance of 932.35 feet to
an iron pin on the East Right of Way of a proposed road: thence North 01 degrees 29
minutes 53 seconds West for a distance of 55.01 feet to an iron pin on the West Right of
Way of a proposed road: thence North 37 degrees 23 minutes 36 seconds West for a
distance of 48.06 feet to an iron pin: thence North 61 degrees 24 minutes 36 seconds
West for a distance of 111.90 feet to an iron pin: thence South 01 degrees 29 minutes 53
seconds East for a distance of 371.21 feet to an iron pin: :thence South 89 degrees 29
minutes 57 seconds East for a distance of 97.11 feet to an iron pin: thence South 85
degrees 31minutes 15 seconds East for a distance of 24.94 feet to an iron pin: thence
South 85 degrees 31 minutes 15 seconds East for a distance of 107.48 feet to an iron pin:
thence East for a distance of 452.11 feet to an iron pin: thence North for a distance of
18.20 feet to an iron pin: thence North 88 degrees 03 minutes 34 seconds East for a
distance of 370.92 feet to the POINT OF BEGINNING. Said parcel being located all in
the Southwest quarter of Section 34, Township 18 North, Range 14 East, Oktibbeha
County, Mississippi and contains 5.87 acres.

(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 Stone Ridge development, LLC. To develop this property, as a residential subdivision to be known as Stone Ridge, Part I. To provide for preservation of values in this development and for the maintenance of certain common areas to be developed within it, the Developer desires to subject the subject real property as herein described to the covenants, conditions, and restrictions 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 and ownership interest therein, their respective heirs, legal representatives, successors, or assigns. For the purpose of preserving the values of this development, the Stone Ridge Homeowners Association, Inc., a non-profit corporation under the laws of the State of Mississippi, shall be formed to have the powers and duties of owning, operating, maintaining, and administering the common areas within Stone Ridge, Part I, administering and enforcing the covenants, conditions, and restrictions contained herein, and imposing the associated charges and assessments in payment therefore by all owners.

The covenants, conditions, and restrictions contained in this Declaration shall be deemed to run with and bind the land. The lots in this Subdivision are identified as lot numbs from 12 through 30 and 55 through 64, inclusive, and all dimensions are shown in feet and tenths on the final plat. All public streets and utility easements specifically shown or described on the plat are dedicated to the County of Oktibbeha, or Oktoc Water Association for their usual and intended purposes.

ARTICLE I.

PROTECTIVE COVENANTS

OF STONE RIDGE SUBDIVISION

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SECTION 1. LAND USE AND BUILDING TYPE. All lots shown on the recorded plat of Stone Ridge, Part I., Lots 12- 30 and 55-64 (inclusive), the "Subdivision", shall be known, described, and used as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any of said lots 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 feet in height along with customary outbuildings, such as a garage, carport, or storage building, either separated with or in connection with the main dwelling. Propane tanks in excess of ten (10) gallon capacity are prohibited.

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, group charters, beauty parlors, mechanics, auto or lawn mower repair shops, garage apartments, apartment houses, duplex and multifamily residences, profit or non-profit nursing homes, churches, schools, and other similar private or charitable enterprises. Any and all such usages of this property are hereby expressly prohibited. However, this paragraph shall not prohibit use of a portion of a residence 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 appropriated 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.

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 within twelve (12) 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. BUILDING LOCATION. No building or any 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 ten (10) feet from the side lot line of such lots, as shown on the recorded Plat. Driveways and sidewalks shall not be considered an extension of the structure for the purpose of setbacks. Driveways and sidewalks may intrude upon the front, side, and rear setback requirements. 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.

SECTION 5. DWELLING SIZE. No main residential structure shall be permitted on any lot in the Subdivision, with heated and cooled living area of less than one thousand (1000) square feet, provided the Developer may approve up to a ten percent (10%) 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 determination of livable heated and cooled floor area of each residence.

SECTION 6. ARCHITECTURAL CONTROL BOARD. The plans and specifications for any structure to be constructed on a Subdivision lot must be submitted to the Developer, or the designated representative or assigns, for approval prior to commencement of construction. 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 material lists including roofing, brick, siding, and exterior color selection. The Architectural Control Board, to be appointed by the Developer, 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.

SECTION 7. GARAGES OR CARPORTS. Each single family structure for Lots 12 - 30 shall be required to have a covered off street parking facility for not less than one (1) automobiles. Any car storage area or garage must be in the form of an enclosed garage and must be equipped with an automatic opening and closing device.

SECTION 8. PRIVACY FENCING. It is recognized that the Developer, at its own expense, will install a Six (6) or an Eight (8) foot privacy fence, consisting of treated wood, on the rear property line of Lots 12 through 30 . All other privacy fencing materials and its location, which is installed either by the owner, builder, or developer, must be approved by the Architectural Control Board. Fencing material must be of treated wood and conform to height and design specified by the Architectural Control Board.

A. Installation of chain-link, cyclone, or other wire fencing is not prohibited. 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. Developer, or Association, reserves the right to remove or caused to be removed, at Owner's expense, any fence, hedge, wall, or other structure which interferes with the visibility required for the safe flow of vehicular traffic.

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

SECTION 9. 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. No outside storage building shall exceed a height of seven (7) feet and must be specifically approved by the Architectural Review Board. No storage building on said property shall be used as a permanent residence for living quarters.

SECTION 10. MAILBOX REQUIREMENT. All mailboxes shall be of uniform design as specified by the Developer. Said residential mailbox shall be installed prior to close or **final inspection of any house constructed on each lot.**

SECTION 11. LANDSCAPING REQUIREMENT. There shall be a minimum of landscaping installed around each house to be constructed on said Lots. This minimum landscaping shall be determined by the Architectural Review Board.

SECTION 12. LOT APPEARANCE. Each owner shall maintain the appearance of his lot in a 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. Grass, weeds, and vegetation on each lot owned shall be kept mowed at regular intervals by each owner, 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. This requirement applies to all Lots owned before and after a home is built on a Lot. Should any Owner refuse or neglect to comply with the terms of this paragraph, the Developer or Association may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the Owner of such lot shall be obligated immediately to reimburse the Developer or Association for the cost of such work, which cost shall be considered a Restorative Assessment and shall constitute a lien upon the lot.

SECTION 13. EXTERIOR TV AND RADIO APPARATUS. No TV satellite dishes or similar apparatus may be installed on any lot. No radio for TV antennas may be installed which extend above the main structures roofline. Any deviation from this restriction will require approval of the Architectural Review Board.

SECTION 14. 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 15. LOT SUBDIVISION.

A. No lot or lots platted in the Subdivision may hereafter be subdivided; however, nothing in the paragraph shall prohibit the building of a residence on any lot of said Subdivision as originally platted.

B. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C. Without written approval from the Architectural Review Board: (1) No privacy fencing shall intrude in such easements; and, (2) No trees shall be removed from such easements. If an approved fence is placed upon an easement and it becomes necessary for the utility company to enter that easement, all costs for removal and/or replacement of such fence shall be borne by the Owner.

D. It is the Lot Owner's responsibility to maintain all easements abutting his property.

SECTION 16. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats or other household pets may be kept, provided that such are not kept, bred, or maintained for any 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 on any governing authority.

SECTION 17. VEHICLES AND RECREATIONAL EQUIPMENT.

Campers, camp trailers, recreational vehicles, boats and/or boat trailers, trailer and trucks shall be stored within the confines of the carport or garage, or behind privacy fencing.

SECTION 18. COMMON AREAS. All common areas are under the control of the Association. Each resident will be responsible for a monthly fee of \$10.00 to cover street lights and entrance ground maintenance payable to Stone Ridge Development.

SECTION 19. 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 20. GUNS, FIREARMS, WEAPONS. No guns, firearms, or other weapons of any kind, including, but not limited to, handguns, rifles, shotguns, BB and pellet guns, or pistols, bows and arrows, sling-shot or other weapons shall be allowed on any street or Common Area or discharged anywhere within the confines of the Development.

SECTION 21. 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 22. DUMPING OF WASTE. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

SECTION 23. SANITATION. The use of privies, septic tanks, cesspools, or disposal plants for disposal of sewage is prohibited. The use of outside toilets is prohibited except during construction. All residences constructed in the Subdivision must be connected to the existing sewerage system. Each resident will be responsible for payment of a monthly sewage fee of \$12.00 payable to Stone Ridge Development. Monthly rate cannot increase more than 5% per year. Garbage containers must be placed at the designated area of pick-up the evening before or morning of scheduled pick-up. After pick-up, containers must be removed from sight.

SECTION 24. WATER SYSTEMS. No individual water supply systems shall be permitted on any lot. All residences constructed in the Subdivision must be connected to the Oktoc Water Association water supply system.

SECTION 25. STRUCTURAL ALTERATIONS, ADDITIONS, AND EXTERIOR COLOR. If a lot owner decides to alter, deviate, change exterior appearance, enclose, or incorporate additions of any type, including, but not limited to, addition of carport or garage, which deviate from the original plans and specifications as filed with the Developer or Architectural Review Board, the Owner must submit revised plans and specifications indicating location, materials, color selection, design, and location plat to the Architectural Review 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.

ARTICLE II.

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 which they apply shall be construed together, but if 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, and assigns or successors shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said 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 or 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 fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants, and regardless of whether suit is actually filed, all such fees, costs and expenses shall be a lien upon the lot and improvements. Failure by the Developer, or by the Association, or by any Owner to enforce and covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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 twenty-five (25) years from the date these covenants are recorded, after which time these covenants shall be automatically extended thereafter for successive ten (10) year periods. At any time, the Developer or seventy five percent (75%) of the lot owners in said Subdivision may, by written instrument filed and recorded in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, agree that these covenants be terminated or changed in whole or part.

SECTION 4. CONSENT. After a one (1) year period following the sale of the last lot owned by the Developer, all consents required in this Declaration from the Developer shall be transferred to the Association, whose consent shall be required in lieu of the Developer's consent.

EXECUTED, this the 28th day of August, 2006.

STONE RIDGE DEVELOPMENT, LLC

BY: 

Larry I. Anthony, Member

BY: 

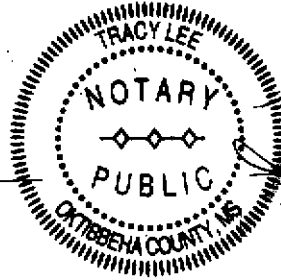
Wayne Tubb, Member

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Monica W. Banks
OkTibbeha County, MS

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

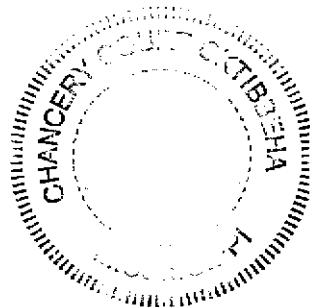
Personally appeared before me, the undersigned authorities in and for said county and state, on this, the 18th day of August, 2006, within my jurisdiction, the within named Larry L. Anthony and Wayne Tubb, who acknowledge that they are Members of Stone Ridge Development, LLC., and that for or on behalf of said LLC., and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized to do so

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: **May 24, 2010**
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Tracy Lee
Notary Public

My commission expires:



Oktibbeha County, MS
I certify this instrument was filed on
09-18-2006 01:53:13 PM
and recorded in Deed Book
2006 at pages 6414 - 6426
Monica W. Banks