FILED STATE OF MISSISSIPPI LAFAYETTE COUNTY

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CHANCERY CLERK

BY DC.

STATE OF MISSISSIPPI COUNTY OF LAFAYETTE



LOTS 170-187 OF TOWNSHIP OF TWELVE OAKS SUBDIVISION, LAFAYETTE COUNTY, MISSISSIPPI

RESTRICTIVE AND PROTECTIVE COVENANTS OF LOTS 170-187 TOWNSHIP OF TWELVE OAKS SUBDIVISION

WHEREAS, the undersigned, Westbrook Construction Company of Oxford, LLC, a Mississippi limited liability company, ("Developer") is the fee simple title holder of the hereinafter described real property for use as single family residential housing:

LOTS 170-187 OF TOWNSHIP OF TWELVE OAKS SUBDIVISION, LAFAYETTE COUNTY, MISSISSIPPI. Said lots are part of a larger tract of land which comprises Township of Twelve Oaks, Phase V, as described on the Plat of said Subdivision as follows:

Commencing at the Northwest Corner of Section 7, Township 8 South, Range 3 West, Lafayette County, Mississippi, and run thence South 00 degrees 47 minutes 59 seconds East along the western Boundary of said Section for a distance of 250.98 feet to an iron pin on the eastern bank of an existing Creek; thence, leaving the eastern bank of said creek, run South 00 degrees 10 minutes 54 seconds East for a distance 841.77 feet; thence run South 00 degrees 50 minutes 46 seconds East for a distance Of 665.00 feet; thence run South 00 degrees 50 minutes 43 seconds East for a distance of 910.53 feet; thence run North 86 degrees 37 minutes 01 seconds East for a distance of 292.17 feet; thence run South 89 degrees 19 minutes 38 seconds East for a distance of 1038.46 feet; thence run South 88 degrees 32 minutes 01 seconds East for a distance of 696.00 feet; thence run South 02 degrees 21 minutes 43 seconds West for a distance of 43.54 feet; thence run North 85 degrees 33 minutes 29 seconds East for a distance of 16.01feet; thence run East for a distance of 10.06 feet; thence run North 89 degrees 49 minutes 32 seconds East for a distance of 68.54 feet; thence run North 02 degrees 46 minutes 38 seconds East for a distance of 39.79 feet; thence run South 88 degrees 36 minutes 00 seconds East for a distance of 120.91 feet; thence run South 88 degrees 17 minutes 25 seconds East for a distance of 172.01 feet; thence run North for a distance of 212.78 feet to the southern boundary of Westbrook Avenue; thence run North 41 degrees 20 minutes 33 seconds West for a distance of 66.60 feet to an iron pin on the northern boundary of said Westbrook Avenue, thence run North for a distance of 125.00 feet; thence run East for a distance of 236.14 feet; thence run North 66 degrees

31 minutes 42 seconds East for a distance of 16.68 feet; thence run along a curve to the left with a radius of 700.00 feet, a chord bearing of North 75 degrees 27 minutes 14 seconds East and a chord Length of 162.05 feet to the western boundary of Atlanta Avenue; thence run North 52 degrees 09 minutes 43 seconds East for a distance of 50.00 feet to the eastern boundary of Atlanta Avenue; thence run North 37 degrees 50 minutes 17 seconds West along the eastern boundary of said Atlanta Avenue for a distance of 186.42 feet; thence run North 52 degrees 09 minutes 43 seconds East for a distance of 228.00 feet to the southern boundary of Oxford-College Hill Road; thence run North 37 degrees 50 minutes 17 seconds West along the southern boundary of said road for a distance of 1039.85 feet to an iron pin on the northern boundary of Wilkes Avenue and a POINT OF BEGINNING; thence run along the northern boundary of said Wilkes Avenue South 52 degrees 09 minutes 43 seconds West for a distance of 378.31 feet; thence continue along the northern boundary of said avenue and along a curve the left with a radius of 80.00 feet, a chord bearing of South 26 degrees 05 minutes 08 seconds West and a chord length of 70.33 feet; thence continue along the western boundary of said avenue South 00 degrees 00 minutes 33 seconds West for a distance of 201.09 feet to an iron pin; thence run West for a distance of 181.94 feet to an iron pin; thence run South 07 degrees 09 minutes 35 seconds West for a distance of 90.71 feet to an iron pin; thence run West for a distance of 94.12 feet to an iron pin; thence run North 00 degrees 00 minutes 03 seconds West for a distance of 246.65 feet to an iron pin; thence run South 89 degrees 59 minutes 57 seconds West for a distance of 297.80 feet to an iron pin; thence run North 00 degrees 00 minutes 33 seconds East for a distance of 237.79 feet to an iron pin; thence run North 52 degrees 01 minutes 46 seconds East for a distance of 784.86 feet to the southern boundary of Oxford-College Hill Road; thence run along the southern boundary of said road South 37 degrees 50 minutes 17 seconds East for a distance of 482.43 feet to the Point of Beginning. All lying and being in Section 7, Township 8 South, Range 3 West, Lafayette County, Mississippi, and containing 10.05 acres.

WHEREAS, it is beneficial and expedient for uniform restrictions and protections to be prescribed as to the allowable uses and utilizations of the individual lots within said development; and

WHEREAS; the undersigned wishes to enhance the value of the said lots within said development, and by extension the relative comfort of the future owners of the said lots; and

NOW, THEREFORE, BE IT REMEMBERED, that for and in consideration of the premises, the undersigned by these presents does establish the following conditions, covenants, limitations and reservations on Lots 170-187 in TOWNSHIP OF TWELVE OAKS SUBDIVISION, to-wit:

- A) All of the provisions, requirements, restrictions, and conditions set forth shall be construed as covenants running with the land and binding upon the parties and their respective heirs, successors and assigns, it being the purpose and intent that such provisions, requirements, and conditions shall ensure to the benefit and advantage of the owner or owners of any of thelots, or parcels of land, in said lots of Township of Twelve Oaks Subdivision, and that the same may be enforced and violations may be restrained by any of said owners.
- B) No failure or neglect on the part of any owner of any land embraced within said lots of Township of Twelve Oaks Subdivision, to demand or insist upon strict observance of any such provisions, restrictions, conditions, or to proceed for the restraint of violations, shall be deemed a waiver of any such violation nor shall any such failure or neglect operate as an estoppels to any subsequent insistence on strict observance; but any such provisions, restrictions, conditions, or requirements may be enforced at any time notwithstanding violations that previously may have been suffered or permitted; nor shall a waiver of any suchprovisions, requirements, restrictions, or conditions in any particular be deemed a waiver of any other default, whether of the same or of a different nature.

- No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee of Lots 170-187 of the Township of Twelve Oaks ("Architectural Control Committee") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Specifically, no building shall be erected, placed, or altered on any lot until approval has been given, in writing, by said Architectural Control Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. No pre-manufactured housing, or any components thereof, shall be allowed within said subdivision. All homes shall consist of a twocar garage. Should the lot owner be desirous of a three car garage, the lot owner shall notify the Architectural Control Committee of such desire before commencement of construction. Such an addition will be at the sole cost of the lot owner.
 - D) No temporary buildings or structure of any kind may be constructed, erected moved upon or otherwise placed upon any lot, except that the builder of any such home may place tool houses, restrooms, and storage sheds on the lot to house equipment and materials during construction, which said buildings or structures shall be removed when the construction of the home has been completed.
 - E) No building or structure of any kind shall be constructed, erected, moved upon or otherwise placed upon any of said lots in such a manner or located as to violate any of the provisions of any zoning or building ordinances or codes now or hereafter passed, adopted and approved pursuant to the governing authority of the County of Lafayette, Mississippi and/or the City of Oxford, Mississippi.
 - F) All lots shall have a minimum setback of 30 feet from lot lines. All buildings on all lots shall be located no closer than 8 feet to the side lot lines and no closer than 25 feet to the rear lot lines.
 - G) All boats, trailers, recreational vehicles, tractors, lawn equipment et cetera, shall be stored and/or parked in the rear yard of each lot, in such a manner that the same are not visible to passers-by on the streets within said subdivision; all garage doors shall be kept closed except when vehicles are entering or exiting the same.
- H) There shall be an Architectural Control Committee to carry out the functions and duties necessary for the maintenance of any and all common property, such as entryways, subdivision signage and to approve in advance the design of all residences to be constructed within said subdivision. The Architectural Control Committee shall let contracts as required for work on common property and provide inspections of the common property as needed. Initially the sole member of the Architectural Control Committee shall be the undersigned Developer, its successors, heirs, or assigns. When the Developer relinquishes all rights and control to the Association pursuant to Paragraph V, herein, a new Architectural Control Committee will be appointed by the Homeowner's Association of Lots 170-187 of the Township of Twelve Oaks ("Association"). The new Architectural Control Committee shall be governed by the By-Laws, Policies, and Rules and Regulations as set forth by the Township of Twelve Oaks, Lots 170-187, and Homeowner's Association.

I) That part of any area depicted and designated as a utility easement on the map or plat of said lots in Township of Twelve Oaks Subdivision, shall be subject to a non-exclusive easement in favor of the Owner of the lot or land to which such area abuts, which easement shall permit such Owner to perform from time to time anything and everything reasonably necessary or appropriate to maintain proper drainage within said lots of Township of Twelve Oaks Subdivision. The abutting Owner shall have the right to grad and shape the surface of such area or install there under storm drainage facilities, to provide rationally and reasonably for the flow of normal excess rainwater from such Owner's lot; provided however, that such right shall not unreasonably restrict the use of such land or endanger an adjacent dwelling. Nothing in this subparagraph shall be interpreted as relieving the Owner of a lot from the primary responsibility of performing all routine cutting, trimming, pruning, and upkeep necessary or appropriate to maintain any and all portions of his lot across which surface water may drain.

That part of any area depicted and designated as a utility easement on said map or plat of said lots in Township of Twelve Oaks Subdivision, if any, shall be subject to a non-exclusive easement in favor of each certified utility company which heretofore has installed, or causes to be installed, or which may hereafter install, or cause to be installed, within said easement any sewer pipe, water pipe, wire, conduit, cable, valve, transformer, switch, connector, or any other equipment or facility for the purpose of transmitting or providing electricity, water. sanitary sewer service, telephone service, natural gas, radio signals, television signals, or any other service normally considered to constitute a "utility" service. Each such easement shall permit each such utility company to perform from time to time anything and everything reasonably necessary or appropriate to repair, maintain, replace, change the size of, and otherwise maintain in proper and adequate operating condition all such equipment and facilities heretofore or hereafter installed by or for each such utility company. However, a utility company shall have no right to place any such pipe, wire, conduit or appurtenance above the ground without the express written permission of the Owner of the lot and the undersigned, unless such above ground placement of such pipe, wire, conduit or appurtenance is temporary and is to be routinely placed underground when the utility company provides underground service, or unless such pipe, wire, conduit or appurtenance exists on the lot above ground prior to the Lot being acquired by the Lot Owner. As soon as practicable following the disturbance of improvements on or the surface of said land causedby such utility company, such utility company shall restore such improvements and/or such surface as near as practicable to substantially the same or better condition as they were found immediately prior to such disturbance.

- J) No obnoxious or offensive action shall be carried out on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- K) No animals, reptiles, livestock, horses, ducks, or poultry of any kind, including hunting dogs, shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets maybe kept provided that they are not kept, bred, or maintained for any commercial purpose or become a nuisance to the neighborhood. Pets must always be on a leash when not restrained by a properly constructed fence. No pets of any kind are allowed to roam freely.

- L) No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such waste shall be kept in a clean and sanitary condition out of the sight of the public street. There shall be no trash burning. Garbage containers will be allowed to be on the curbside the night before trash pickup and must be removed the following day. No garbage container will be allowed to be in view from the public street for more than 24 hours. LP gas tanks or other similar objects are not permitted except for portable tanks for use on outdoor grills.
- M) Slope control areas are defined as any lot or part of the real property hereinabove first described on which pine trees and other vegetation have been planted or grown to prevent erosion. Slope control areas shall be preserved. It is the intention of this Paragraph to prevent property owners from denuding the land completely and not replacing the vegetation with other means of retaining the soil. Within these slope control areas, no structure or other materials shall be placed or permitted to remain, or other activities, undertaken which may damage or interfere with established slope ratios, which may create erosion or sliding problems, which may change the direction of flow of drainage channels, orwhich may obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the Owner of the lot, in each instance. Erosion control is each lot Owner's responsibility from property line to property line and up to the edge of the pavement regardless of the utility and drainage easements. All lots must be sodded (front, rear, and sides) within six months after the completion date and/or closing of the sale of the dwelling structure on each respective lot.
- N) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right of way lines and a line connecting them at points 25 feet from the intersection of said right-of-way. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway.

No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

O) No lot is to be further subdivided for the purpose of building more than one residence. However, nothing herein contained shall prevent a person who owns two (2) adjoining lots in the subdivision from treating the combined area of the two (2) lots as one (1) building lot, in which event the setback lines for the building purposes shall be construed and interpreted to apply to the outside lines of the two combined areas, not to the line which is common to both of the lots. No lot shall be sold for street purposes, or used as a street easement to adjoining property or lots without the written consent of the Association. Lots may be further subdivided

in an effort to give property owners a larger acreage, but not for the purpose of building an additional house.

- P) No unused cars, wrecked cars, or parts of cars are to be stored on the premises and no machinery (other than machinery common to the maintenance of a residence) shall be storedon the premises. No outbuildings except of construction style, materials, and character consistent with the residential construction shall be erected on the premises, subject to the approval of the Architectural Control Committee.
- Q) No vehicles will be allowed to be parked on the property owner's grass, and no vehicles will be allowed to be parked on the street for extended periods of times (48 hours or more).
- R) All residences located on each respective lot shall be required to have completed within thefirst six months from the date of beginning construction a paved driveway, surfaced with plant mixed concrete. It is the intention of this covenant that no gravel or asphalt driveways be permitted on any lot within the subdivision froth and after six months from the date of beginning construction on said property.
- S) Radio and/or television antennas, including satellite dishes of all descriptions, must bemaintained in an unobtrusive manner, so as not to detract from the appearance of the neighborhood.
- T) Unless approved by the Architectural Control Committee, no prefabricated structures shall be constructed or affixed on any portion of the lots. Each dwelling or structure on a Lot, with the exception being the use of pre-engineered and pre-constructed roof trusses, shall be individually constructed.
- U) No signs shall be allowed in said subdivision except signs designating the lots "For Sale" or "For Rent". In any event, said signs are to be no larger than ten square feet in size. This does not include the developers sign advertising the neighborhood or neighborhood entrance signs.
- V) The Homeowner's Association of Lots 170-187 of the Township of Twelve Oaks ("Association") will be formed to maintain common area lawns, grounds, landscaping, and entrance signs of the neighborhood, public and/or other areas designated as common area on the Plat. Further, the owners of Lots 170-187 of the Township of Twelve Oaks shall be responsible for their pro-rata share of expenses of the detention pond maintenance and upkeep that services their property. However, the maximum a lot owner can be charge is the pro rata share of the detention ponds expenses after calculating the total number of lots in the entire Township of Twelve Oaks master plan that use or are serviced by the detention pond.

In this regard, each lot owner shall be required to pay a reasonable sum for the maintenance and upkeep of each lot on Mitchell Cove within the subdivision, as well as the common areas within the subdivision such as street lights, entry way lights, and the detention pond. The maintenance fee shall be computed on the basis of \$20.00 per month per lot on

Mitchell Cove, initially, but this amount shall be subject to change in the event the actual expense of maintenance and upkeep shall so dictate. The Developer shall be responsible for themaintenance and upkeep of each unsold lot within the subdivision, as well as its pro-rata share of the common area cost for all unsold lots owned by the Developer within said subdivision.

Until such time as the Developer transfers its rights and control of the common area to the Association, each lot owner shall pay to the Developer the sums so required in the first ten daysof the month.

The Developer shall transfer control of the Association or rights to set up and govern the Association to the lot owners at the earlier of:

- a) three (3) months after 90% of the lots in the project have been conveyed to third parties, or
- b) any time in which the Developer, at Developer's sole discretion, is desirous to relinquish its rights and control of the Association after five (5) lots have been conveyed to third parties.

Upon the Developer's transfer of its rights and control of the Association, any sums on hand and being held at that time by the Developer shall be delivered and conveyed to the Association, and from and after that point in time all lot owners shall make their monthly payments to the Association. At the time which Developers relinquishes its rights and control the Association shall be responsible for such upkeep and maintenance of the common areas and the prorate share of the expenses of the detention pond associated with Lots 170-187 of the Township of Twelve Oaks, and the Developer shall be absolved any further duty in this regard.

In the event any lot owner shall fail, refuse or neglect to make any such maintenance payments when the same shall fall due, then the Developer or the Association, as the case may be, may impose a lien on the real property of the offending lot owner, and may thereafter collect such sums as may then be due and owing, together with all expenses incurred in the collection effort.

- W) Enforcement shall be by proceedings at law or in equity against any person or persons violating any covenants herein contained, either or restrain violation or to recover damages. Any Ownerof any of said lots in Township of Twelve Oaks Subdivision shall be vested with the rights under this paragraph.
- X) Invalidation of anyone of these covenants by judgment or Court Order shall in no wise effect any of the other provisions herein, which shall remain in full force and effect.
- Y) These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors, and assigns, as if said Grantees, their heirs, executors, administrators, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any land in the subdivision to prosecute any proceeding the law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, or to recover damages for such violation. The restrictions, conditions, covenants, or agreements set forth shall continue until June 1, 2058. Upon said date, the same shall be automatically extended and renewed for successive twenty-five (25) year periods. All restrictions may be thereafter changed, amended or revoked in whole or in part by the owners of the lots in the Subdivision whenever the

owners of at least two-thirds of the said lots so agree in writing. Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect. Anything to the contrary notwithstanding, any restrictions may be changed, altered, amended, or revoked, in whole or in part, by owners of at least 75% of the said lots, by written instrument.

IN TESTIMONY WHEREOF, WITNESS MY SIGNATURE on this the _____ day of September 2021.

WESTBROOK CONSTRUCTION COMPANY OF OXFORD, LLC

A Mississippi Limited Liability Company

By: WILLIAM A WEST PROOF SE

MEMBER/MANAGER

STATE OF MISSISSIPPI COUNTY OF LAFAYETTE

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, WILLIAM A. WESTBROOK, SR., in his capacity as MEMBER/MANAGER for WESTBROOK CONSTRUCTION COMPANY OF OXFORD, LLC, a Mississippi limited liability company, who having been first sworn, acknowledged that he signed, executed and delivered the above and foregoing instrument of writing on the day and year there in mentioned, for the purposes therein stated, after having first duly read and completely understood the same, after first being duly authorized to do so.

Septem Bly , 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ID No. 114981 Commission Expires January 21, 2024

NOTARY PUBLIC

