

Grantors and Grantees, and their successors in title or assigns, hereby agree to contribute a proportional ownership share for the reasonable and necessary maintenance and upkeep of the roadway named "West Union Road." The roadway maintenance shall be handled through the *Atkinson Place Homeowners Association* with annual or monthly assessments being established based upon a majority vote of the property owners.

This roadway is also subject to the *Declaration of Covenants, Conditions and Restrictions of Atkinson Place Subdivision* recorded on November 2, 2012 in Deed Book 2012 at page 6825 in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

If enforcement of this *Roadway Easement and Maintenance Agreement* becomes necessary by the Atkinson Place Homeowners Association or any member within the subdivision, the non-defaulting party, in addition to all other remedies, shall be entitled to recover from the defaulting party all reasonable and necessary litigation expense including but not limited to attorney's fees and court costs.

2012 6825
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11-02-2012 04:00:21 PM
Monica W. Banks
Oktibbeha County, MS

INDEXING INSTRUCTIONS: 37.51 acres in the NE ¼ of Section 14, Township 18 North,
Range 13 East, Oktibbeha County Mississippi

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ATKINSON PLACE SUBDIVISION**

WHEREAS described herein Exhibit A, attached hereto, known as part of "Atkinson Place," an unplatted subdivision in Oktibbeha County, Mississippi; and

WHEREAS the undersigned **GRANTORS**, representing all of the owners of real property described in Exhibit A, to wit: **C C CONSTRUCTION, LLC**, 2576-1 Hwy 82 West, Starkville, MS 39759, (662) 312-0074; **CHRISTOPHER SMILEY** and **DONISHA R. SMILEY**; **TYLER GREEN WEST** and **ROSANN BROOKE WEST**; and **MITCHELL L. RYALS** and **ALICIA GALE RYALS**, contemplate adding more real property and lots to said subdivision in the future; and

WHEREAS it is the desire and intention of the undersigned owners to place certain restrictive covenants and building restrictions upon the subdivision, for the purpose of developing said lots into an acceptable and desirable residential subdivision;

NOW, THEREFORE, the owners of the herein described real property, make the following declaration as to divisions, covenants, restrictions, limitations, conditions, and uses to which the described real property and improvements, structures and appurtenances, may be put, specifying that this declaration shall constitute covenants and equitable servitudes to run with the land and shall inure to and bind all owners lots within the subdivision, and all subsequent owners of all or any part of that real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns.

A. RESIDENTIAL USE

1. Each lot shall be no less than 1.7 acres in size, and there shall be no more than one residence erected on each lot.
2. This subdivision shall be restricted to private single-family residences only.
3. The term "residential" as used herein shall be held to exclude duplex houses and apartment houses, and to exclude rental property, commercial, and professional uses. Any such excluded usage of the subdivision not otherwise herein authorized, is hereby expressly prohibited.
4. No building materials or temporary building of any kind or character, including, but not limited to trailers, shacks, tents or temporary structures, shall be placed or stored upon the property at any time, except by the express permission of the governing body of Atkinson Place Subdivision.
5. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.
6. No lots or residences in the subdivision shall be used in such a manner that would increase the hazard of fire on any other lot or residence.

B. BUILDING SIZE AND CONSTRUCTION

1. Any residence constructed on a lot shall have a minimum main floor heated area of the main structure, exclusive of porches and garages, of not less than 1000 square feet for a one-story residence. In the case of a two-story residence, or a split-level dwelling, the lower or ground floor living level shall be not less than 1000 square feet heated area, exclusive of porches and garages, and the total finished square footage area of the second and/or split level, when added to the minimum 1000 square feet main floor requirement, shall be not less than 1500 square feet.
2. No residence may exceed two stories in height.
3. No building shall be erected on any lot nearer than 75 feet from the front property line or nearer than 40 feet from an adjoining property line.
4. No building or other structure shall be erected, placed, or altered on the above described property except structures constructed of masonry or wood, including brick, stone, brick veneer or stone veneer construction, but specifically excluding asbestos shingles, concrete blocks, cinder blocks or steel frame residences or pressed blocks forming the exterior finish of residence construction in the subdivision.
5. A sewage disposal system on each lot shall conform with current state and/or county Health Department regulations and shall be constructed in such a manner as to prevent damage to any adjacent lot. Each homeowner must obtain approval of the Oktibbeha County Health Department before using any sewage system.
6. Any outbuildings or storage buildings shall conform to or match the architecture or style of the residence. Portable storage buildings are not allowed, unless approved by the governing board of Atkinson Place. Structures existing on property(s) prior to January 1, 2013, will not be required or submitted for removal and are in effect "grandfathered" in to stay on the property.

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7. Any construction commenced on any residence shall be substantially completed, including, but not limited to all painting, within twelve (12) months from the date the construction is commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities.
8. All residences and improvements shall be constructed in compliance with the pertinent zoning and building codes of Oktibbeha County and/or the State of Mississippi, if any, and any and all other governmental entities that have jurisdiction at the time of construction.
9. Any and all fencing shall be constructed of chain link, wooden or vinyl materials. No hog-wire or barbed wire fences are allowed.

C. PRIVATE ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

1. By the purchase of any lot encumbered by these restrictive covenants, each lot owner agrees to contribute on a pro-rata basis (based upon the total number of lots developed) for the reasonable and necessary maintenance and upkeep of the roadway to be constructed within the subdivision area named "Tyler Road." The roadway maintenance shall be handled through a homeowner's association with annual or monthly assessments being established based upon a majority vote of the property owners. C C Construction, LLC, (the "contractor") shall be the President of the homeowner's association until formally releasing all duties to a duly elected member of the homeowner association. If enforcement of this provision becomes necessary by the homeowner's association or any member within the subdivision, the non-defaulting party, in addition to all other remedies, shall be entitled to recover from the defaulting party all reasonable and necessary litigation expense including but not limited to attorney's fees and court costs.

D. MISCELLANEOUS

1. No trash, garbage, ashes, refuse, junk, or other waste shall be thrown or dumped on any vacant lot in the subdivision.
2. No trash garbage, ashes, refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects shall be maintained or allowed on any lot. All fences and residences shall be kept in a reasonable state of repair. All residences, garages, and accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair.
3. No activity may be carried on or allowed to exist upon any lot that may be obnoxious, detrimental, or offensive to any other lot or to the occupants of any lot.
4. No tent, mobile home, trailer of any kind, shack, or similar structure, shall be kept on any lot, either temporarily or permanently.
5. No semi-truck, bus, or horse trailer shall be kept, placed, maintained on a lot unless it is kept within a garage or fully enclosed space, except for temporary storage for a period not to exceed thirty (30) consecutive days in duration, with such temporary occurrences not to exist more than two (2) times in any one calendar year.
6. No semi-truck, bus, camper, or boat shall be constructed, reconstructed or repaired on any lot, unless it is an emergency repair and the said repair is to not exceed 2 weeks from initial emergency endured.
7. No motor vehicle(s) shall be constructed, reconstructed or repaired on any lot, other than in a garage, unless it is an emergency repair and said repair is to not exceed 2 weeks from initial emergency endured.
8. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, or the like, shall be kept on any lot other than in the garage. No scrap metal or material(s) deemed scrap by the governing board

- of Atkinson Place Subdivision shall be kept on any lot other than in an enclosed space and is not visible from any other lot in subdivision.
9. Any building or other improvement on the land that is destroyed partially or totally by fire, storm, or any other means, shall be repaired or demolished within a reasonable period of time, as deemed by the governing body of Atkinson place on a case by case basis.
 10. There is hereby and specifically reserved for the use of the owners, their successors, and/or assigns, a permanent and perpetual easement for installation, use and maintenance of utilities along the boundaries of the said property; the location and width of which to be determined by the utility provider. It is permissible to have a wood-burning fireplace.
 11. There will be no swine, goats, chickens, roosters, horses, or exotic animals. There will be no animals allowed that may be deemed a threat to others, such as attack dogs, etc.
 12. All animals and fowl are prohibited except household pets. All dogs and other household pets maintained on the premises shall be prevented from trespassing onto adjacent property if said trespassing causes material damage to another's property or prevents in any way a property owner being able to utilize or dispose of his property in any manner he desires. Further, dogs maintained on the premises shall be restrained and prevented from barking, if said barking becomes an annoyance to other property owners.

E. VIOLATION

If any lot owner shall infringe or attempt to infringe, or fail to perform any of the covenants, conditions, or restrictions contained herein, or to the use and improvement of same, it shall be lawful for any other lot owner(s) to prosecute any proceedings at law or inequity against the person or persons infringing or attempting to infringe, or omitting to perform such covenants, conditions, or restrictions, and either to prevent him or her or them from doing so, or to recover damages or other dues for the infringements or omissions. If enforcement of any of the provisions herein becomes

necessary by the homeowner's association or any member within the subdivision, the non-defaulting party, in addition to all other remedies, shall be entitled to recover from the defaulting party all reasonable and necessary litigation expense including but not limited to attorney's fees and court costs.


F. DURATION AND MODIFICATION


1. The invalidity, violation, abandonment, or waiver of any one or more of or any part of these reservations, restrictions, or provisions hereof, either as to all or any lot or residence, shall not affect or impair such reservations, restrictions, or other provisions hereof as to the remaining lots and/or residences, and shall not affect or impair the remaining reservations, restrictions, or other provisions hereof or parts thereof as to the subdivision.
2. These restrictions shall remain in force and effect and run with the land and be binding upon all parties and persons until January 1, 2029, and shall be automatically extended for successive ten (10) year periods, provided that these restrictions may be terminated on January 1, 2029, or on the commencement of any successive ten-year period, by filing for record in the office of the Chancery Clerk of Oktibbeha County, Mississippi, a written statement of election to terminate these restrictions, executed and acknowledged by seventy-five percent (75%) of the owners of the lots in the subdivision.
3. These restrictions may be modified at any time as to the whole subdivision or any part of it with the written consent of the owners of seventy-five percent (75%) of the in the entire subdivision. No such modification shall be effective until the modification is executed, acknowledged, and recorded in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

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IN WITNESS WHEREOF, the undersigned have executed this Declaration of Covenants,
Conditions, and Restrictions on this, the 1st day of November 2012.

CC Construction, LLC
BY:


BOBBY ATKISON, Manager

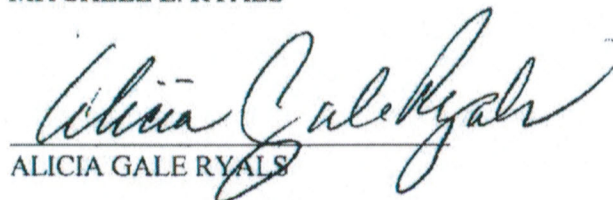

CHRISTOPHER SMILEY


DONISHA R. SMILEY


TYLER GREEN WEST


ROSANN BROOKE WEST


MITCHELL L. RYALS


ALICIA GALE RYALS

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STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for said county and state, within my jurisdiction, the within named BOBBY ATKINSON, who acknowledged that he is Manger of C C Construction, LLC, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing *Declaration of Covenants, Conditions and Restrictions* after first having been duly authorized by said company so to do.

WITNESS my hand and Official Seal this the 1st day of November 2012.

Julie W. Brown
NOTARY PUBLIC

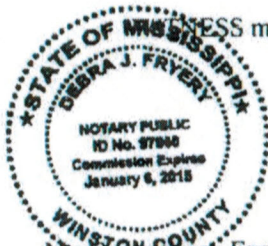


STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for said county and state, CHRISTOPHER SMILEY and DONISHA R. SMILEY, who acknowledged that they executed and delivered the foregoing *Declaration of Covenants, Conditions and Restrictions* on the day and date therein mentioned and for the purposes therein expressed, as their voluntary act and deed.

WITNESS my hand and Official Seal this the 1st day of November 2012.

Debra J. Fryery
NOTARY



My Commission Expires:

1-6-2015

2012 6834
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STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for said county and state, TYLER GREEN WEST and ROSANN BROOKE WEST who acknowledged that they executed and delivered the foregoing *Declaration of Covenants, Conditions and Restrictions* on the day and date therein mentioned and for the purposes therein expressed, as their voluntary act and deed.



WITNESS my hand and Official Seal this the 1st day of November 2012.

Debra J. Fryery
NOTARY

My Commission Expires:

1-6-2015

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for said county and state, MITCHELL L. RYALS and ALICIA GALE RYALS who acknowledged that they executed and delivered the foregoing *Declaration of Covenants, Conditions and Restrictions* on the day and date therein mentioned and for the purposes therein expressed, as their voluntary act and deed.

WITNESS my hand and Official Seal this the 2nd day of November 2012.

Julie W. Brown
NOTARY

My Commission Expires:



2012 6835
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Monica W. Banks
Oktibbeha County, MS

EXHIBIT A

COMMENCING AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 14; THENCE SOUTH 48°18'31" WEST FOR A DISTANCE OF 1,768.54 FEET TO A 1/2" REBAR FOUND ON THE SOUTH RIGHT OF WAY OF OLD HIGHWAY 12; THENCE ALONG SAID RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 8,528.25 FEET, A CHORD BEARING OF SOUTH 65°42'27" WEST, A CHORD DISTANCE OF 355.20 FEET AND AN ARC LENGTH OF 355.23 FEET TO A 1/2" REBAR FOUND; THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 66°54'02" WEST FOR A DISTANCE OF 365.95 FEET TO A 1/2" REBAR FOUND, SAID REBAR BEING ALSO THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT.

THENCE SOUTH 00°04'14" WEST FOR A DISTANCE OF 645.20 FEET TO A 1/2" REBAR FOUND; THENCE CONTINUE ALONG SAID LINE SOUTH 00°04'14" WEST FOR A DISTANCE OF 2,010.40 FEET TO A 1/2" REBAR SET; THENCE NORTH 89°55'46" WEST FOR A DISTANCE OF 660.00 FEET TO A 1/2" REBAR FOUND; THENCE NORTH 00°04'14" EAST FOR A DISTANCE OF 2,147.33 FEET TO A 1/2" REBAR FOUND; THENCE NORTH 00°04'14" EAST 226.45 FEET TO THE SOUTH RIGHT-OF-WAY OF OLD HWY 12; THENCE RUN NORTH 66°55' EAST ALONG SAID RIGHT OF WAY 712.24 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

CONTAINING 37.51 ACRES, MORE OR LESS, BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI.



Oktibbeha County, MS
I certify this instrument was filed on
11-02-2012 04:00:21 PM
and recorded in Deed Book
2012 at pages 6825 - 6835
Monica W. Banks