

*Amendment*  
For Assignment See Book 972 Page 298  
1-31-02  
Murphy Adkins, Chancery Clerk  
*Myers* D.C.

CBE 22  
LH-41

BOOK 724 PAGE 684

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
CENTRE POINTE SUBDIVISION  
RANKIN COUNTY, MISSISSIPPI

WHEREAS, JON-MAC, INC., hereinafter "Developer", is the owner of certain real estate located in Rankin County, Mississippi, as reflected and described by plat recording in the office of the Chancery Clerk of Rankin County, Mississippi, and being more particularly described as follows:

Lots Eleven (11) through Forty-One (41), inclusive, CENTRE POINTE SUBDIVISION, PART TWO (2), a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Rankin County, Mississippi, in Plat Book B at Page 388, thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

WHEREAS, Developer desires to specify the Protective Covenants, Conditions and Restrictions that shall be applicable to the various land uses within the subdivision in order to insure the best and most appropriate development and improvement of the property and to protect against improper use of surrounding building sites to guard against depreciation in the value of the property; to preserve, so far as practicable, the natural beauty and desirability of all of said property; to guard against the erection thereon of poorly designed and proportional structures and to guard against structures of improper and unsuitable materials; to insure the highest and best use of the property; and other like matters.

NOW, THEREFORE, KNOWN BY ALL MEN PRESENT that Developer does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the real estate hereunder covered, the same to be a benefit and burden to the developer, its successors and assigns, and to any person,

firm, or other entity acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns, and any other person, partnership, corporations or entity having any ownership interest in any portion of the property covered by these covenants:

1. All of the lots in Centre Pointe Subdivision Part Two (2), shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any of the above described lots in said subdivision other than one single family dwellings per lot, not exceeding two and one-half (2-1/2) stories in height above basement ceiling level, together with the usual and customary outbuildings, such as garages and servants' quarters. All buildings erected on one of the above described lots shall be of new construction.

2. No residence shall be located on any of the above described lots in Centre Pointe Subdivision Part Two (2), closer than forty (40) feet to the front property line of said lot and every residence shall face the street on which the lot fronts, except that any residence erected on a corner lot may face either or both streets, but shall not be erected or located closer than twenty-five (25) feet to the property line along said streets. A garage or other permitted building located fifteen (15) feet or more from the rear of the dwelling may be located ten (10) feet or more from the interior lot line. No garage or other outbuilding located or erected on a corner lot shall be constructed any closer to the side street line than the principle residence on said lot is located or erected. No residence shall be erected closer than twenty-five (25) feet from the rear property line. No accessory building may be used as living quarters.

3. No fence, wall or hedge shall be placed on any lot nearer to any street or side street than is permitted for the house on said lot. No chain link fence shall be located closer to the front property line than the rear corners of the house on the lot. No fence, wall or hedge

shall be placed on any portion of the lot higher than six (6) feet from the ground. Should a hedge, shrub, tree or flower or other planting be so placed or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon the request of the owner of said adjoining property.

4. Only one residence shall be erected and maintained at any time upon any one of the above described lots. However, nothing in any of these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence only thereon and locating the same as if said contiguous lots were but one single lot.

5. Each lot in Centre Pointe Subdivision Part 2 is designed on a low pressure sewage system and each purchaser covenants and agrees to install a grinder pump.

6. No obnoxious or offensive trade or activity shall be carried on on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. No house trailer shall be placed or maintained on any of the above described lots. No structure of a temporary character placed on the above described lots shall be used as a residence. All dwelling houses constructed on any of the above described lots with a pier and curtain wall type foundation shall have a curtain wall extending around the entire house.

8. All improvements located upon the above described lots (except fences) shall be painted upon erection, unless they are constructed of materials such as brick, stone, etc., which do not require painting.

9. No one-story dwelling house or residence shall be erected on any of the lots in Centre Pointe Subdivision, Part 2, containing less than 2250 square feet of ground floor heated area, exclusive of garages, porches and brick.

10. No dwelling house or residence with one and one-half stories shall be erected or maintained upon any of the aforesaid lots in the aforesaid subdivision consisting of less than 1600 square feet of ground floor heated area and less than 2400 square feet of heated area, exclusive of garages, porches and brick.

11. No two-story dwelling house or residence shall be erected or maintained upon any of the aforesaid lots in the aforesaid subdivision consisting of less than 1600 square feet of ground floor heated area and less than 2600 square feet of total heated area, exclusive of garages, porches and brick.

12. No dwelling house or residence with two and one-half stories shall be erected or maintained upon any of the aforesaid lots in the aforesaid subdivision consisting of less than 1600 square feet of ground floor heated area and less than 2600 feet of total heated area, exclusive of garages, porches and brick.

13. All plans and specifications, and any modifications thereof, of any dwelling or outbuilding shall be submitted to Developer and Developer's written approval of such plans and specifications, and any modifications thereof, shall be obtained prior to commencement of construction. All outbuildings shall be of the same design and constructed of the same materials as the principal dwelling. All driveways and walkways shall be properly placed and shall be constructed of concrete, asphalt or brick.

14. All garages shall be finished inside. All garages that face a street or roadway shall have garage doors which when in the down position fully enclose the garage.

15. Outside clothes lines shall not be visible from neighboring houses or from the street.

16. During the construction process, all debris or similar materials shall be disposed

of property and no such debris or similar material shall be placed or deposited on any property in Centre Pointe Subdivision other than that construction lot; ie, concrete washout, etc.

17. The undersigned reserves the right and authority to promulgate and enforce safety and welfare rules and regulations in that area in Rankin County known as "Centre Pointe".

18. The undersigned and/or their heirs, successors or assigns assume no responsibility or liability for any accidents, illness, drowning, or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns in the general area of Rankin County known as "Centre Pointe".

19. Notwithstanding anything herein, any of said lots, or parts thereof, may be used in the laying out and construction of a street or streets, and embraced in the right of way thereof, and used as such.

20. If any owner of a lot or other person subject to these covenants shall violate or attempt to violate any of these covenants or provisions herein, Developer, or its successors and assigns, or any other person for whose benefit these covenants are made shall have the right to prosecute any proceeding at law or in equity against the person, persons or entity violating or attempting to violate any such covenant. In such event, the owner of the lot or lots causing or permitting the violation of these covenants shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce said covenants, including attorneys fees incurred on appeals, the amount of same to be fixed by the Court but in no event shall the attorney fees awarded be less than the actual number of hours of professional services rendered multiplied by the customary hourly rate for legal services in the community. Costs shall include all filing fees, process fees, expert fees, deposition fees and other customary costs associated with litigation. The amount of attorney fees

awarded, court costs and other expenses allowed and assessed by the court shall become a lien on the land of the violator which lien shall be subject to foreclosure in the action brought to enforce these covenants.

21. Invalidation of any one of these covenants by judgment of court decree shall in nowise affect any of the other provisions which shall remain in full force and effect.

22. These covenants may be amended at any time by a written agreement duly executed by party or parties owning (65%) or more of the recorded lots subject to these restrictions. The Developer shall be considered a separate entity for each lot owned by Developer.

23. These protective covenants are to run with the land and shall be binding on all parties and all persons claiming under them for an initial period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended in successive periods of ten (10) years unless or until an instrument signed by 65% of owners of the lots revoking these covenants has been executed and recorded in the office of the Chancery Clerk of Rankin County, Mississippi.

WITNESS the signature of JON-MAC, INC. acting by and through its duly authorized officers, on this the 24<sup>th</sup> day of February, 1995.

JON-MAC, INC.

BY: Mary Jane Jones

ITS: Secretary

ATTEST:

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

BOOK 724 PAGE 690

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the within named Mary Jane Jones; who acknowledged to me that she is Secretary of JON-MAC, INC., and who acknowledged that he signed and delivered the above and foregoing instrument on the date and year therein mentioned, for and on behalf of said corporation after first having been duly authorized so to do.

GIVEN under my hand and official seal, this the 24 day of Feb., 1994.

MURPHY ADKINS  
RANKIN CO. CHANCERY CLK.  
By: M. Baker, D.C.

NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires 01-08-98



RANKIN COUNTY MS  
THIS INSTRUMENT  
WAS FILED FOR  
RECORD  
95 2-24 AM 11:50  
IN B 724 P 684  
MURPHY ADKINS, CHY. CLK.  
BY: Mary Jane D.C.

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
CENTRE POINTE SUBDIVISION  
RANKIN COUNTY, MISSISSIPPI

BE IT REMEMBERED that the undersigned owners of at least sixty-five percent (65%) of CENTRE POINTE, a subdivision according to map or plat thereof which is on file and of record in the office of the Chancery Clerk of Rankin County, Mississippi in Cabinet B at slots 350 and 388, do hereby execute this amendment to those Protective Covenants, recorded and filed in the office of the Chancery Clerk of Rankin County, Mississippi in Deed Books 688 and 724, Pages 401 and 684 respectively, in accordance with that paragraph which sets forth the method of amendment.

IN ALL OTHER RESPECTS SAID PROTECTIVE COVENANTS SHALL REMAIN IN FULL FORCE AND EFFECT.

Witness our signatures, this the 13<sup>th</sup> day of January, 2002.

Lon L. Shunkle

Lot 1 Owner

Layna B. Biggs

Lot 22 Owner

\_\_\_\_\_

Lot 2 Owner

Judith M. Williams

Lot 23 Owner

Paul A. Smith

Lot 3 Owner

Billy McHensey

Lot 24 Owner

Shannon L. Ogletree

Lot 4 Owner

Dorcas L. Winters

Lot 25 Owner



Albert Vernon Johnson

Lot 5 Owner

David E. Fowl

Lot 26 Owner

\_\_\_\_\_  
Lot 6 Owner

\_\_\_\_\_  
Lot 27 Owner

\_\_\_\_\_  
Lot 7 Owner

\_\_\_\_\_  
Lot 28 Owner

Richard Allen Strines

Lot 8 Owner

Janell Jones

Lot 29 Owner

Michael L. Munk

Lot 9 Owner

\_\_\_\_\_  
Lot 30 Owner

Brian Gung Lindsay

Lot 10 Owner

\_\_\_\_\_  
Lot 31 Owner

Jimmy Up Adams

Lot 11 Owner

Joe R. Redden

Lot 32 Owner

Lloyd A. Johnson

Lot 12 Owner

Shelia K. Gray

Lot 33 Owner

Michael T. Stokes

Lot 13 Owner

Debra H. Craft

Lot 34 Owner

Brian W. Mason

Lot 14 Owner

[Signature]

Lot 15 Owner

Mary Jane Jones, Sectre

Lot 16 Owner

Lot 17 Owner

Lot 18 Owner

Roger H. [Signature]

Lot 19 Owner

Mary Jane Jones, Sectre

Lot 20 Owner

Stacy A. Sabbatini

Lot 21 Owner

Ben Lindley

Lot 35 Owner

Harry A. [Signature]

Lot 36 Owner

Lot 37 Owner

Chris Lee

Lot 38 Owner

Brenda Spira

Lot 39 Owner

Lot 40 Owner

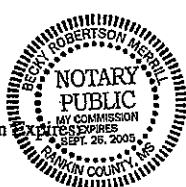
Mary Jane Jones

Lot 41 Owner

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Michael T. Stalder, Lot 13 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.



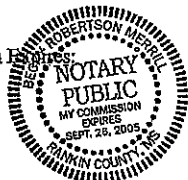
My Commission Expires

Becky Robertson Merrill  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Lloyd A. Johnson, Lot 12 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.



My Commission Expires

Becky Robertson Merrill  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Billy McHenry, Lot 24 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.

Betsy Robertson Merrill  
NOTARY PUBLIC

My Commission Expires



STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Doni A. Grandee, Lot 1 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.

Betsy Robertson Merrill  
NOTARY PUBLIC

My Commission Expires



STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Chris Lee, Lot 38 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.

Betsy Robertson Merrill  
NOTARY PUBLIC

My Commission Expires



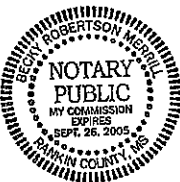
STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Michael R. Peoples, Lot 15 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.

Betsy Robertson Merrill  
NOTARY PUBLIC

My Commission Expires

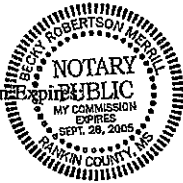


STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Brenda Y Melton, lot 14 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13th day of January, 2002.

Beky Roberts Merrill  
NOTARY PUBLIC



My Commission Expires

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Jerrell E. Jones, lot 29 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13th day of January, 2002.

Beky Roberts Merrill  
NOTARY PUBLIC



My Commission Expires

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Paul A. Merrill Lot 3 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.

*Berky Roberton Merrill*  
NOTARY PUBLIC

My Commission Expires



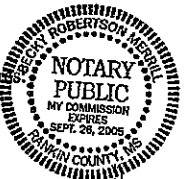
STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Debra H. Craft Lot 34 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.

*Berky Roberton Merrill*  
NOTARY PUBLIC

My Commission Expires

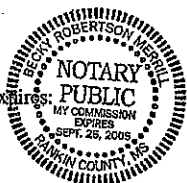


STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Prcnda C. Spies, <sup>lot 39</sup> who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.

Beky Robertson Merrill  
NOTARY PUBLIC



My Commission Expires:

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Mary Jane Jones, <sup>lot 41</sup> who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.

Beky Robertson Merrill  
NOTARY PUBLIC



My Commission Expires:

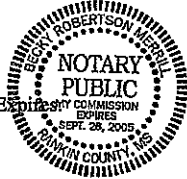


STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Michael L. Murks, Lot 9 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.

Beky Robertson Merrill  
NOTARY PUBLIC



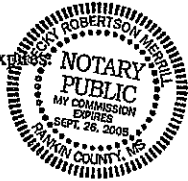
My Commission Expires

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Roger G. Foster, Lot 19 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 13<sup>th</sup> day of January, 2002.

Beky Robertson Merrill  
NOTARY PUBLIC



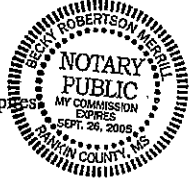
My Commission Expires

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Ben Lindsley, <sup>Lot 35</sup> who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 14<sup>th</sup> day of January, 2002.

My Commission Expires



Becky Robertson Merrill  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Sheila K. Gray, <sup>Lot 35</sup> who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 14<sup>th</sup> day of January, 2002.

My Commission Expires



Becky Robertson Merrill  
NOTARY PUBLIC



My Commission Expires

Bobby Roberts Merrill  
NOTARY PUBLIC

GIVEN under my hand and official seal of Office this the 14<sup>th</sup> day of January, 2002.

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Richard Allen Grimes, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

STATE OF MISSISSIPPI  
COUNTY OF RANKIN



My Commission Expires

Bobby Roberts Merrill  
NOTARY PUBLIC

GIVEN under my hand and official seal of Office this the 14<sup>th</sup> day of January, 2002.

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Brian Gray Lindsey, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

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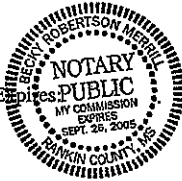
STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Albert Vernon Johnson, Lot 5 who acknowledged to me that ~~he~~ signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 14<sup>th</sup> day of January, 2002.

Berky Roberts Merrill  
NOTARY PUBLIC

My Commission Expires



STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named James B. Redden, Lot 32 who acknowledged to me that ~~he~~ signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 14<sup>th</sup> day of January, 2002.

Berky Roberts Merrill  
NOTARY PUBLIC

My Commission Expires



STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Judith M. Williams, lot 23 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 14<sup>th</sup> day of January, 2002.



My Commission Expires

Betsy Roberts-Merrill  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Dayna B. Briggs, lot 22 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 14<sup>th</sup> day of January, 2002.



My Commission Expires

Betsy Roberts-Merrill  
NOTARY PUBLIC

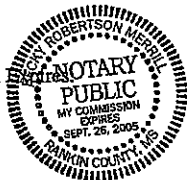
STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Norman L. Winter, lot 25 who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 14<sup>th</sup> day of January, 2002.

Beky Roberts Merrill  
NOTARY PUBLIC

My Commission Expires



STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Stacy A. Sabatini, lot 21 who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 14<sup>th</sup> day of January, 2002.

Beky Roberts Merrill  
NOTARY PUBLIC

My Commission Expires



STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Henry A. Wood III <sup>lot 36</sup> who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 16<sup>th</sup> day of January, 2002.

*Betsy Roberts Merrill*  
NOTARY PUBLIC

My Commission Expires:



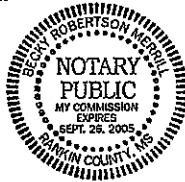
STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named David E. Fisher <sup>Lot 26</sup> who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 20<sup>th</sup> day of January, 2002.

*Betsy Roberts Merrill*  
NOTARY PUBLIC

My Commission Expires:





STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named Tammy Y. Arthur, et al who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the 21<sup>st</sup> day of January, 2002.

Becky Roluta Merrill  
NOTARY PUBLIC



My Commission Expires

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned legal authority in and for the above styled jurisdiction, the within named \_\_\_\_\_ who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of Office this the \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

State of Mississippi  
County of Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24<sup>th</sup> day of January, 2001, within my jurisdiction, the within named Mary Jane Jones, who acknowledged that she is Secretary/Treasurer of Jon-Mac, Inc., a Mississippi corporation, and that for and on behalf of the said corporation she executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

Betsy Roberts Merrill  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



State of Mississippi  
County of Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24<sup>th</sup> day of January, 2001, within my jurisdiction, the within named Mary Jane Jones, who acknowledged that he/she is Secretary/Treasurer of Jon-Mac, Inc., a Mississippi corporation, and that for and on behalf of the said corporation he executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

Betsy Roberts Merrill  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



CENTRE POINTE HOMEOWNERS' ASSOCIATION

ARTICLE I

Name and Seal

SECTION 1. The name of this non-profit Mississippi Corporation shall be CENTRE POINTE HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "Association."

SECTION 2. The Association may have a seal in circular form, having within its circumference the words: CENTRE POINTE HOMEOWNERS' ASSOCIATION.

ARTICLE II

Membership and Voting Rights

SECTION 1. Eligibility. Lot owners of Centre Pointe subdivision as shown on Exhibit "A" attached hereto shall be members in the Corporation. This membership shall be an inseparable appurtenance to and shall pass with the title to each new lot owner.

SECTION 2. Voting Rights. Every member of the Association shall have one vote per lot. No lot owner who is delinquent in his or her assessment dues shall be permitted to vote.

SECTION 3. Exclusions. The developer of Centre Pointe subdivision, JON-MAC, Inc., shall be excluded from membership and voting rights in the Association.

ARTICLE III

Board of Directors

SECTION 1. General Powers. The business and affairs of the Association shall be managed by a Board of three (3) Directors who shall exercise all of the powers of the Association except such as are reserved by law or by these by-laws. There shall be three (3) written notices mailed to a lot owner who is consistent in violating the Protective Covenants or these by-laws before legal action is taken.

SECTION 2. Term of Office. The initial Board of Directors shall be elected by a simple majority vote at the first annual meeting of the Association, and they shall serve for a term of one (1) year.

SECTION 3. Vacancies on the Board. In the event of death, resignation, or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve until election at the next annual membership meeting. Any Directors elected or appointed by the membership of the Association may be removed by the membership whenever in its judgment the best interests of the Association will be served thereby.

SECTION 4. Compensation. No Director shall receive compensation for services rendered the Association other than reimbursement of actual expenses incurred in the performance of their duties. The Secretary-Treasurer may be additionally compensated for work time at the Board's discretion.

#### ARTICLE IV

##### Nomination and Election of Directors

SECTION 1. Nomination. At the first annual meeting at which Directors are to be elected, nominations for election to the Board of Directors shall be made by nominations of the membership from the floor.

SECTION 2. Election. Election to the Board of Directors shall be by secret written ballot or by voice vote. At such election, the member or their proxies may cast, in respect to each vacancy, one vote.

#### ARTICLE V

##### Powers and Duties of the Board of Directors

SECTION 1. Powers. The Board of Directors shall have power to:

- A. Call special meetings of the members whenever it deems necessary.
- B. Levy, assess, and collect the assessments or charges as provided for in these by-laws.
- C. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these by-laws or the Declaration of Protective Covenants.
- D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members.
- B. Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.
- C. Determine and fix, at the beginning of each calendar year the amount of the annual assessment against each lot at least fifteen (15) days in advance of each annual assessment period.
- D. Send written notice of each assessment to every owner subject thereto, in advance of each assessment period;
- E. Bring an action at law against the owner personally obligated to pay the assessment or take other appropriate action to collect the assessment due.
- F. Issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.
- G. To perform such other duties as may be necessary or appropriate to advance the purposes of the Association.

#### ARTICLE VI

##### Meetings of Directors

SECTION 1. Meetings. The Directors shall meet prior to the members' meeting at such place, day, month, and hour as shall be fixed in the notice of the meeting. Special meetings of the Board may be called by any Director, at such place fixed in the notice of the meeting.

SECTION 2. Notice of Directors' Meetings. Notice of the time, place, and purpose of any special meeting of the Board shall be made orally or in writing to each Director not less than three (3) days previous thereto either personally, by telephone, or by mail.

SECTION 3. Quorum. A majority of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

SECTION 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by

obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII

Officers and Their Duties

SECTION 1. Number. The officers of this Association shall be a President, a Vice-President, and a Secretary-Treasurer, and all officers shall at all times be members of the Board of Directors.

SECTION 2. Election. The election of officers shall take place initially at the organizational meeting of the Association and thereafter at the Board of Directors meeting immediately preceding the annual meeting of the Association members.

SECTION 3. Term of Office. The officers of this Association shall be elected annually by the members of the Board of Directors, and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

SECTION 4. Vacancies. Any officer may resign at any time by giving written notice to any member of the Board of Directors. Any officer of the Association may be removed by the membership of the Association whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office may be filled by the members of the Board of Directors at a special meeting called for such purpose. The officer elected to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

SECTION 5. Duties. The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.

B. Vice-President. The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required of him or her by the Board.

C. Secretary-Treasurer. The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary-Treasurer shall also receive

and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of actual income and expenditures to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of projected income and expenditures to be presented to the membership at its regular meeting.

ARTICLE VIII

Meetings of Members

SECTION 1. Annual Meetings. The members of the Association shall meet annually on approximately the same day and month of each year thereafter, at a time and place to be determined by the Board of Directors.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of one-third (1/3) of lot owners who are not delinquent in their assessment dues.

SECTION 3. Notice of Meetings. Notice of the time, place, and purpose of any meeting of the members shall be made in writing to those noted on the membership rolls not less than ten (10) days previous thereto. The attendance of a Director or member shall constitute a waiver or notice of such meeting except in such case as a Director or member attends for the purpose of objecting that the meeting has not been lawfully called or convened.

SECTION 4. Acts of the Association. A majority of the members present at the meeting of the members shall be the act of the Association.

SECTION 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the total votes shall constitute a quorum at any meeting of the Association. Every act or decision done or made by a majority of the members or proxies present at a duly held meeting at which a quorum is present shall be regarded as the act of the Association.

SECTION 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon meeting adjournment.

ARTICLE IX

Rights and Liabilities of Members

SECTION 1. Property Rights of Members. No member of the Association shall have any right, title, or interest in or to any property or assets of the Association.

SECTION 2. Non-liability for Debts. The private property of the members shall be exempt from execution or other liability for any debts of the Association, and no Director shall be liable or responsible for any debts or liabilities of the Association.

ARTICLE X

Amendments

SECTION 1. Method of Amendment. These by-laws may be amended, at a regular or special meeting of the members, by a vote of sixty-five percent (65%) of those present physically or by proxy.

ARTICLE XI

Miscellaneous

SECTION 1. Rules and Regulations. The Board shall have the power to make and adopt such rules and regulations not inconsistent with law, these by-laws, or the Declaration of Protective Covenants, as it may deem advisable to the management of the business and affairs of the Association.

SECTION 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December each year, except that the first fiscal year shall begin on the date of incorporation.

SECTION 3. Dues. The Board shall determine the amount of said dues, and the time and frequency of payment of same. Dues for the initial year of the Association shall be one hundred fifty dollars (\$150.00) per lot owner.

SECTION 4. Special Assessments. If additional funds are needed for the operation of the Association or for the undertaking of special projects, programs or courses of action, a meeting of the members of the Association must be called with a majority vote for the special assessment.



BOOK 972 PAGE 321

CERTIFICATION

IN WITNESS WHEREOF, we, being all of the Directors of CENTRE POINTE HOMEOWNERS' ASSOCIATION, have hereunto set our hands on this the \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary-Treasurer of CENTRE POINTE HOMEOWNERS' ASSOCIATION, a Mississippi non-profit corporation, and

THAT the foregoing by-laws constitute the original by-laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association, this the \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
SECRETARY-TREASURER

PROXY

CENTRE POINTE HOMEOWNERS' ASSOCIATION

PROXY SOLICITED BY THE BOARD OF DIRECTORS:

The undersigned hereby appoints \_\_\_\_\_, as proxy, with full power of substitution and revocation, to represent the undersigned and to vote as designated below the membership interest, which the undersigned is entitled to vote at the Annual Meeting of the members of the CENTRE POINTE HOMEOWNERS' ASSOCIATION to be held \_\_\_\_\_, 2001, at \_\_\_\_\_ in Brandon, Mississippi, at \_\_\_\_\_, and any adjournment(s) thereof:

A. Election of Directors:

Three (3) to be elected for a term of one (1) year each. For any or all nominees listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Board of Directors knows of no other matters that may properly be or which are likely to be brought at the meeting.

This proxy will be voted in the manner directed by the undersigned, each lot owner having one (1) vote per lot.

\_\_\_\_\_  
Signature of Lot Owner

Lot \_\_\_\_\_, Centre Pointe Subdivision

Lot Address: \_\_\_\_\_  
\_\_\_\_\_



(13)

*Dorsey Miller*

2002 1-31 AM 10:30  
RANKIN COUNTY MS THIS INSTRUMENT WAS FILED FOR RECORD IN B 972 P 322  
MURPHY ADKINS, CHY. CLK.  
BY *M. Myers* D.C.

Amendment  
For Assignment See Book 912 Page 298

1-31-02

Murray Adkins, Chancery Clerk  
Meyer, D.C.

683.401

COE 1  
11-10

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
CENTRE POINTE SUBDIVISION  
RANKIN COUNTY, MISSISSIPPI

WHEREAS, JON-MAC, INC., hereinafter "Developer", is the owner of certain real estate located in Rankin County, Mississippi, as reflected and described by plat recording in the office of the Chancery Clerk of Rankin County, Mississippi, and being more particularly described as follows:

Lots One (1) through Ten (10), inclusive, CENTRE POINTE SUBDIVISION, PART ONE (1), a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Rankin County, Mississippi, in Plat Book 838 at page 350, thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

WHEREAS, Developer desires to specify the Protective Covenants, Conditions and Restrictions that shall be applicable to the various land uses within the subdivision in order to insure the best and most appropriate development and improvement of the property and to protect against improper use of surrounding building sites to guard against depreciation in the value of the property; to preserve, so far as practicable, the natural beauty and desirableness of all of said property; to guard against the erection thereon of poorly designed and proportional structures and to guard against structures build of improper and unsuitable materials; to insure the highest and best use of the property; and other like matters.

NOW, THEREFORE, KNOWN BY ALL MEN PRESENTS that Developer does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the real estate hereunder

covered, the same to be a benefit and burden to the developer, its successors and assigns, and to any person, firm, or other entity acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns, and any other person, partnership, corporations or entity having any ownership interest in any portion of the property covered by these covenants:

1. All of the lots in Centre Pointe Subdivision Part One (1), shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any of the above described lots in said subdivision other than one single family dwellings per lot, not exceeding two and one-half (2-1/2) stories in height above basement ceiling level, together with the usual and customary outbuildings, such as garages and servants' quarters. All buildings erected on one of the above described lots shall be of new construction.

2. No residence shall be located on any of the above described lots in Centre Pointe Subdivision Part One (1), closer than forty (40) feet to the front property line of said lot and every residence shall face the street on which the lot fronts, except that any residence erected on a corner lot may face either or both streets, but shall not be erected or located closer than twenty-five (25) feet to the property line along said streets. A garage or other permitted building located fifteen (15) feet or more from the rear of the dwelling may be located ten (10) feet or more from the interior lot line. No garage or other outbuilding located or erected on a corner lot shall be constructed any closer

583-403

to the side street line than the principle residence on said lot is located or erected. No residence shall be erected closer than twenty-five (25) feet from the rear property line. No accessory building may be used as living quarters.

3. No fence, wall or hedge shall be placed on any lot nearer to any street or side street than is permitted for the house on said lot. No chain link fence shall be located closer to the front property line than the rear corners of the house on the lot. No fence, wall or hedge shall be placed on any portion of the lot higher than six (6) feet from the ground. Should a hedge, shrub, tree or flower or other planting be so placed or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon the request of the owner of said adjoining property.

4. Only one residence shall be erected and maintained at any time upon any one of the above described lots. However, nothing in any of these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence only thereon and locating the same as if said contiguous lots were but one single lot.

5. No obnoxious or offensive trade or activity shall be carried on on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

6. No house trailer shall be placed or maintained on any of the above described lots. No structure of a temporary character placed on the above described lots shall be used as a residence.

All dwelling houses constructed on any of the above described lots with a pier and curtain wall type foundation shall have a curtain wall extending around the entire house.

7. All improvements located upon the above described lots (except fences) shall be painted upon erection, unless they are constructed of materials such as brick, stone, etc., which do not require painting.

8. No one-story dwelling house or residence shall be erected on any of the lots in Centre Pointe Subdivision, Part 1, containing less than 2100 square feet of ground floor heated area, exclusive of garages and porches.

9. No dwelling house or residence with one and one-half stories shall be erected or maintained upon any of the aforesaid lots in the aforesaid subdivision consisting of less than 1600 square feet of ground floor heated area and less than 2200 square feet of heated area, exclusive of garages and porches.

10. No two-story dwelling house or residence shall be erected or maintained upon any of the aforesaid lots in the aforesaid subdivision consisting of less than 1600 square feet of ground floor heated area and less than 2400 square feet of total heated area, exclusive of garages and porches.

11. No dwelling house or residence with two and one-half stories shall be erected or maintained upon any of the aforesaid lots in the aforesaid subdivision consisting of less than 1600 square feet of ground floor heated area and less than 2600 feet of total heated area, exclusive of garages and porches.

12. All plans and specifications, and any modifications

pp. 653-405

thereof, of any dwelling or outbuilding shall be submitted to Developer and Developer's written approval of such plans and specifications, and any modifications thereof, shall be obtained prior to commencement of construction. All outbuildings shall be of the same design and constructed of the same materials as the principal dwelling. All driveways and walkways shall be properly placed and shall be constructed of concrete, asphalt or brick.

13. All garages shall be finished inside. All garages that face a street or roadway shall have garage doors which when in the down position fully enclose the garage.

14. Outside clothes lines shall not be visible from neighboring houses or from the street.

15. During the construction process, all debris or similar materials shall be disposed of properly and no such debris or similar material shall be placed or deposited on any property in Centre Pointe Subdivision.

16. The undersigned reserves the right and authority to promulgate and enforce safety and welfare rules and regulations in that area in Rankin County know as "Centre Pointe".

17. The undersigned and/or their heirs, successors or assigns assume no responsibility or liability for any accidents, illness, drowning, or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns in the general area of Rankin County know as "Centre Pointe".

18. Notwithstanding anything herein, any of said lots, or parts thereof, may be used in the laying out and construction of

a street or streets, and embraced in the right of way thereof, and used as such.

19. If any owner of a lot or other person subject to these covenants shall violate or attempt to violate any of these covenants or provisions herein, Developer, or its successors and assigns, or any other person for whose benefit these covenants are made shall have the right to prosecute any proceeding at law or in equity against the person, persons or entity violating or attempting to violate any such covenant. In such event, the owner of the lot or lots causing or permitting the violation of these covenants shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce said covenants, including attorneys fees incurred on appeals, the amount of same to be fixed by the Court but in no event shall the attorney fees awarded be less than the actual number of hours of professional services rendered multiplied by the customary hourly rate for legal services in the community. Costs shall include all filing fees, process fees, expert fees, deposition fees and other customary costs associated with litigation. The amount of attorney fees awarded, court costs and other expenses allowed and assessed by the court shall become a lien on the land of the violator which lien shall be subject to foreclosure in the action brought to enforce these covenants.

20. Invalidation of any one of these covenants by judgment of court decree shall in nowise affect any of the other provisions which shall remain in full force and effect.



EX 683-407

21. These covenants may be amended at any time by a written agreement duly executed by party or parties owning (65% or more of the recorded lots subject to these restrictions. The Developer shall be considered a separate entity for each lot owned by Developer.

22. These protective covenants are to run with the land and shall be binding on all parties and all persons claiming under them for an initial period of twenty five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended in successive periods of ten (10) years unless or until an instrument signed by 65% of owners of the lots revoking these covenants has been executed and recorded in the office of the Chancery Clerk of Rankin County, Mississippi.

WITNESS the signature of JON-MAC, Inc. acting by and through its duly authorized officers, on this the 21<sup>th</sup> day of December, 1993  
~~1994~~.

JON-MAC, INC.

BY: Billy M. King  
ITS: President

ATTEST:

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the within named BILLY McHENRY, who acknowledged to me that he is President of JON-MAC, INC., and who acknowledged that he signed and delivered the above and foregoing instrument on the date and year therein mentioned, for and on behalf of said corporation after first having been duly authorized so to do.

GIVEN under my hand and official seal, this the 21<sup>st</sup> day of Dec., 1993.

*Murphy Adkins, Chy. Clk.*  
NOTARY PUBLIC  
*B. J. Jones, Jr.*

MY COMMISSION EXPIRES:

My Commission Expires 01-06-96

c:\work\corp\jon-mac.cov



93-12521-AN-14  
IN B 688 P 21  
MURPHY ADKINS, CHY. CLK.  
BY *B. J. Jones, Jr.* D.C.