

2005 127

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Adkins - Chancery Clerk

Rankin County, MS

**DECLARATION OF PROTECTIVE COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**CENTRE POINTE SUBDIVISION** Part III  
**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:

**A TRACT OR PARCEL OF LAND CONTAINING 15.60 ACRES, MORE OR LESS, LYING AND BEING SITUATED IN THE SOUTHWEST 1/4 OF SECTION 11, T5N-R3E, CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11; RUN THENCE NORTH 00 DEGREES 32 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 1162.65 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 79.80 FEET; THENCE SOUTH 74 DEGREES 16 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 175.04 FEET TO THE WEST RIGHT-OF-WAY OF CENTER POINTS BOULEVARD; THENCE NORTHWESTERLY ALONG THE SAID WEST RIGHT-OF-WAY OF CENTER POINTE BOULEVARD AND THE ARC OF A CURVE TO THE LEFT FOR A DISTANCE OF 24.79 FEET, SAID CURVE HAVING A RADIUS OF 1136.85 FEET AND A DEFLECTION ANGLE OF 1 DEGREE 14 MINUTES 58 SECONDS, (CHORD BEARING AND DISTANCE, NORTH 2 DEGREES 18 MINUTES 37 SECONDS WEST, 24.79 FEET) TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE NORTH 2 DEGREES 56 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 26.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT FOR A DISTANCE OF 27.68 FEET, SAID CURVE HAVING A RADIUS OF 501.30 FEET AND A DEFLECTION ANGLE OF 3 DEGREES 09 MINUTES 50 SECONDS, (CHORD BEARING AND DISTANCE, NORTH 1 DEGREE 20 MINUTES 17 SECONDS WEST, 27.68 FEET); THENCE NORTH 89 DEGREES 45 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 2.10 FEET; THENCE NORTH 74 DEGREES 16 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 170.50 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 252.82 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 79.75 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 160.68 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 1315.72 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 327.85 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 229.84 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 189.15 FEET; THENCE WEST FOR A DISTANCE OF**

**1298.04 FEET TO THE POINT OF BEGINNING.**

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:

**SECTION ONE**

**RESTRICTIVE COVENANTS**

1. All of the lots in Centre Pointe Subdivision Part Three (3), shall be used for residential purposes only. The term "residential purposes" is hereby and generally defined as single-family homes, and shall exclude all commercial and professional uses and among other things garage apartments, apartments houses, duplexes, and multi-family residences, profit or non-profit nursing homes, hospitals, daycare facilities, and other similar private or charitable enterprises, and any such usages of this property are hereby expressly prohibited. 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 Three (3), 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 garage, outbuilding or 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. Fences permitted shall be constructed of brick, wood, stone, stucco, or wrought iron, or a combination thereof. No chain link or similar type fencing is allowed. No fence, wall or hedge shall be placed on any portion of the lot higher than ten (10) feet from the ground. Fences must not detract from the value or appearance of the property. 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 Three 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 conducted on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No firearms, archery equipment, or other devices of a similar nature which may be classified as weapons, shall be operated or used on any lots in this subdivision.

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 or stained upon erection, unless they are constructed of materials such as brick, stone, wrought iron, etc., which do not require painting.

9. No dwelling house or residence shall be erected on any of the lots in Centre Pointe Subdivision, Part Three, containing less than three thousand (3000) square feet of heated area, exclusive of garages, porches and brick.

10. The owners shall keep grass, weeds and vegetation on each lot purchased mowed at regular intervals. Any tree(s) that should die on any lot shall be promptly removed by the lot owner at the lot owner's exclusive expense.

11. 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, or a combination thereof.

12. 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.

13. Mailboxes and their support posts shall be of the same design, material, and color

for all lots as determined by Developer.

14. No clothesline shall be erected or maintained on any of said lots, nor shall laundry be hung where exposed to view of the public or other lot owners.

15. No satellite dish may be erected or installed without written approval from the Developer. No antennas of any nature that require towers or guide wires shall be permitted on any lot in said subdivision at any time.

16. There shall not be any basketball or any other type sports equipment place in front of any home or in any driveway. No signs of any type except those advertising the property "For Sale" shall be placed on any lot. The restriction on signage in this Paragraph 16 does not apply to Developer.

17. 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 other than that construction lot; ie, concrete washout, etc. Should any debris or similar material be deposited on any property other than said construction lot, the Developer may, at its option and in its sole and exclusive discretion, have such debris and/or similar material removed, and the owner of such construction lot shall be obligated to reimburse the Developer for any and all costs associated with such work. Should the lot owner refuse or neglect to comply with the terms of this Paragraph 17, then said costs incurred by Developer shall constitute a lien against said construction lot.

18. No vehicles, motorcycles, ATV's, farm machinery, equipment, trailers, recreational vehicles (RV's) tractors, boats, vehicles unable to move under their own power, or trucks larger than one-ton pickup trucks shall be permitted to be parked or left standing overnight on any lot or street front, side or rear yard in the subdivision. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots therein.

19. 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".

20. 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".

21. 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.

22. 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. All of the terms, covenants, and provisions set forth and contained herein shall be specifically enforceable.

23. Prior to each homeowner's occupation of their dwelling house in Centre Pointe, said homeowner must be a member of the Centre Pointe Homeowner's Association in good standing.

24. 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.

25. Subsequent to Developer having sold all twelve (12) lots to parties other than those parties who are officers of Developer's company as of the effective date of these covenants, 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.

26. 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.

## SECTION TWO

### HOMEOWNERS ASSOCIATION

27. Any Homeowners Association shall not have authority nor any control over any vacant lots improved by the Developer until record title of said home has been transferred to a homeowner from said builder or the Developer.

28. At any time following the filing of the final subdivision map or plat for the subdivision, title to any such open (common area) tracts as the Developer may create shall be conveyed to and accepted by the Homeowners Association at the discretion of the Developer. Such open tracts as well as all development thereon shall be for the benefit of all properties in the subdivision and shall be maintained by the Association. Subsequent to the title transfer of such open tracts and/or any amenities or improvements located thereon, the responsibility and/or liability thereof shall be borne by the Homeowners Association. All costs, including but not limited to maintenance expenses, insurance, and real property taxes related to the property described in this Paragraph 28 shall be borne by the Homeowners Association.

29. The purpose of the Homeowners Association is to manage and to support financially all common and easement areas created by the Developer, and any and all other such duties and obligations as the Homeowners Association may assume not inconsistent with any state or federal laws or ordinances, or any covenants or restrictions contained herein.

30. Each owner, by purchasing any lot or home in the subdivision, shall automatically become a member of the Association and shall be bound by the terms and conditions contained herein, the articles and bylaws of the Association, and such rules and regulations as may be promulgated and adopted by the Association under such articles and bylaws.

31. Each owner of a lot in Centre Pointe shall be a member of the Homeowners Association, and such membership shall be an inseparable appurtenant to and shall pass with title to each lot. Lots with multiple ownership shall be entitled to one membership in the Association.

32. Every member of the Association shall have one vote in the election of Directors. For all matters and purposes, the Association shall have one class of voting membership, as follows:

Class A

Class A members shall be all owners with the exception of Developer, and shall be entitled to one (1) vote for each lot owned. The vote for such lot shall be exercised as they themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

33. By an owner's acceptance of the deed or other instrument of conveyance for such owner's lot within the subdivision, each lot owner shall be deemed to covenant and agree to pay the Association annual assessments and special assessments for capital improvements as may be created and set by the Association. Commencing January 1, 2004, an annual assessment of One Hundred Fifty and NO/100 Dollars (\$150.00) per year, payable in two (2) equal semi-annual payments of Seventy Five and NO/100 Dollars (\$75.00), due in advance on the first day of January and the first day of July of each year, shall be due and payable to the Homeowners Association by the owner of each lot in the subdivision. The Developer is expressly exempted from any payment obligation for such annual and/or special assessments, maintenance fees and charges created herein.



34. There is hereby created a lien and personal obligation for each lot sold by Developer, and the owner thereof agrees by acceptance of a deed thereof to pay to the Homeowners Association the annual and special assessments, maintenance fees, and charges fixed or established from time to time. Such purchaser of lot(s) agrees that the assessments, maintenance fees and charges, together with such interest thereon and costs of collection thereof, shall be a continuing lien upon each lot when said assessment, fee, or charge is made. Said assessments, fees, and charges shall also be a personal obligation of the owner, together with costs of collection and interest accrued from when the owner of said lot past due on such amounts. Any amounts due pursuant to this Paragraph 34 and/or lien created herein shall be subordinate to any bona fide mortgage or deed of trust.

35. On transfer, conveyance, or sale by any owner of all their interest in any lot in the subdivision, such owner's membership interest in the Association with respect to such lot shall cease thereon and terminate, and shall pass with title to such lot.

36. Except as otherwise provided herein, the Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings.

37. Each lot owner or lot purchaser, upon the purchase of such lot, shall immediately notify the Association of such owner's name and address, and pay an initial membership fee of One Hundred and NO/100 Dollars (\$100.00).

38. By written consent of sixty five percent (65%) of the votes related to each and all lots within the subdivision, the Association may be given such additional powers as may be described by the Association.

39. The Association shall, at all times, observe all of the laws, regulations, ordinances, and the like of the City of Brandon, Mississippi, The County of Rankin, State of Mississippi, and of the United States of America, and, if at any time, any of the provisions herein shall be found to be in conflict therewith, such provision shall become null and void, and the remaining provisions herein shall remain in full force and effect.

40. Subject to the limitations set forth herein, the Association shall have the right to

make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it to adequately and properly carry out the provisions stated herein.

41. All of the provisions herein shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained herein.

42. Any lot owner or the Association may maintain any legal proceedings to compel or enforce any of the terms and conditions set forth herein.

43. Notwithstanding anything to the contrary herein, these covenants shall not be amended whatsoever without the express written consent of the Developer, so long as Developer owns any lot(s) in the subdivision.

44. Any waiver of breach, exception granted in writing by the Developer, or failure to enforce any covenant or restriction contained herein shall not effect the validity or enforceability of said covenant or restrictions.

WITNESS the signature of JON-MAC, INC. acting by and through its duly authorized officers, on this the 4<sup>th</sup> day of January, 2005.

JON-MAC, INC.

By: Mary Jane Jones  
Its: Sec/Th

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

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Murphy Adkins - Chancery Clerk  
Rankin County, MS

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 he is Secy/Treasurer 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 4 day of January, 2005

MURPHY ADKINS  
RANKIN CO. CHANCERY CLK.  
~~NOTARY PUBLIC~~ Dukes D.C.

My Commission Expires:

My Commission Expires January 7, 2008



BY Dukes D.C.

Mary Jane Jones