

STATE OF MISSISSIPPI

COUNTY OF UNION

ABERMAR SUBDIVISION
PHASE I AND PHASE II
RESTRICTIVE AND PROTECTIVE COVENANTS

WHEREAS, Ideal Properties Developments, LLC is the fee simple title holder of the hereinafter described real property and are desirous of developing and subdividing said real property for use as single family residential housing; and

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

WHEREAS, Ideal Properties Developments, LLC wishes to enhance the value of the said lots within said development, and by extension the relative comfort of the future owners of the said lots,

NOW, THEREFORE, be it remembered that for and in consideration of the premises, the undersigned by these presents does establish the following conditions, covenants, limitations and reservations with regard to the real property described as:

Abermar Phase I: Beginning an existing flat iron commonly accepted as the Northeast corner of said Section 21, run thence South 01°36'48" East a distance of 523.69 feet to a ½" iron rod set; thence South 51°39'31" West a distance of 101.00 feet to a ½" iron rod; thence South 56°19'03" West a distance of 148.76 feet to a ½" iron rod set; thence North 73°23'08" West a distance of 73.14 feet to a ½" iron rod set; thence North 72°54'06" West a distance of 66.39 feet to a ½" iron rod set; thence North 42°51'55" West a distance of 87.16 feet to a ½" iron rod set; thence North 78°54'15" West a distance of 77.55 feet to a ½" iron rod set; thence North 56°41'32" West a distance of 104.51 feet to a ½" iron rod set; thence North 57°08'30" West a

distance of 107.69 feet to a ½" iron rod set; thence South 46°22'13" West a distance of 31.66 feet to a ½" iron rod set on the north right of way line of Mississippi Highway 178, said iron rod being 50.00 feet northerly and perpendicular to the centerline of said road; thence westerly along said north right of way line with a curve turning to the left, with a radius of 5779.58 feet, a distance of 150.00 feet to a concrete right of way marker, said curve having a chord bearing of North 44°36'57" West with a chord distance of 150.00 feet; thence North 44°38'28" East along said north right of way line a distance of 25.00 feet to a concrete right of way marker, said marker being 75.00 feet northerly and perpendicular to the centerline of said road; thence westerly along said north right of way line, with a curve turning to the left, with a radius of 5804.58, a distance of 171.17 feet to a 1 ¼" iron pipe found, said curve having a chord bearing of North 46°12'15" West with a chord distance of 171.16 feet; thence North 46°21'35" East leaving said north right of way line a distance of 302.34 feet to a 1 ¼" iron pipe found; thence North 77°04'22" East a distance of 168.92 feet to a ½" iron rod set on the west right-of-way line of Chateau Rounds, said point being 25.00 feet westerly and perpendicular to the centerline of said road; thence North 78°25'18" East leaving said west right-of-way line a distance of 55.61 feet to a ½" iron rod set on the east right-of-way line of said Chateau Rounds; thence North 76°14'44" East leaving said east right-of-way line a distance of 214.26 feet to a ½" iron rod set; thence South 47°04'22" East a distance of 161.00 feet to a ½" iron rod set on the north right-of-way line of Abermar Rounds, said point being 25.00 feet northerly and perpendicular to the centerline of said road; thence North 69°02'24" East leaving said north right-of-way line a distance of 71.08 feet to a ½" iron rod set on the south right-of-way line of said Abermar Rounds; thence South 72°59'30" East a distance of 40.73 feet to the Point of Beginning of this description.

Abermar Phase II: Beginning an existing flat iron commonly accepted as the Northeast corner of said Section 21, run thence N 72°59'30" W a distance of 40.73 feet to a ½" steel tube; thence S 69°02'24" W a distance of 71.08 feet to a ½" steel tube; thence N 47°04'22" W a distance of 161.00 feet to a ½" steel tube; thence S 76°14'44" W a distance of 214.26 feet to a ½" steel tube; thence S 78°25'18" W a distance of 55.61 feet to a ½" steel tube; thence S 77°04'22" W a distance of 168.92 feet to a 1-1/4" iron pipe found; thence S 88°07'21" W a distance of 11.05 feet to a ½" iron rod; thence N 26°06'43" W a distance of 57.23 feet to a ½" steel tube; thence N 12°04'33" W a distance of 78.49 feet to a ½" steel tube; thence N 39°52'50" W a distance of 133.21 feet to a ½" steel tube; thence N 82°31'45" W a distance of 195.38 feet to a ½" steel tube; thence S 80°59'25" W a distance of 67.42 feet to a ½" steel tube; thence N 33°17'40" W a distance of 89.60 feet to a ½" steel tube; thence N 56°42'20" E a distance of 650.12 feet to a ½" steel tube; thence S 89°55'14" E a distance of 554.41 feet to a ½" steel tube; thence S 46°53'59" E a distance of 165.28 feet to a ½" steel tube; thence S 20°35'53" E a distance of 166.16 feet to a ½" steel tube; thence S 23°51'02" E a distance of 189.53 feet to a ½" steel tube; thence S 01°52'55" E a distance of 51.88 feet to a ½" steel tube; thence S 04°07'06" E a distance of 178.07 feet to a ½" steel tube; thence S 88°46'01" W a distance of 269.99 feet to a ½" steel tube; thence N 01°36'48" W a distance of 5.00 feet to the Point of Beginning of this description.

A) Covenants and Restrictions running with the land: All of the provisions, requirements, restrictions and conditions set forth shall be construed as covenants running with the land and binding upon the parties and their respective heirs, successors and assigns, it being the purpose and intent that such provisions, requirements and conditions shall enure to the benefit and advantage of the owner or owners of any of the lots or parcels of land, in said Abermar Subdivision, Phase I and Phase II, and that the same may be enforced and violations may be restrained by any of said owners.

B) Waiver and Estoppel: No failure or neglect on the part of any owner of any land embraced within Abermar Subdivision, Phase I and Phase II, any or future phases to demand or insist upon strict observance of any such provisions, restrictions, conditions or to proceed for the restraint of violations, shall be deemed a waiver of any such violation nor shall any such failure or neglect operate as an estoppel to any subsequent insistence on strict observance; but any such provisions, restrictions, conditions or requirements may be enforced at any time notwithstanding violations that previously may have been suffered or permitted; nor shall a waiver of any such provisions, requirements, restrictions or conditions in any particular manner be deemed a waiver of any other default, whether of the same or of a different nature.

C) Architectural Control Committee: There shall be an Architectural Control Committee to carry out the functions and duties necessary for the maintenance and insurance of any and all common property such as entry ways, subdivision signage and recreational facilities and to approve in advance the design of all residence to be constructed within said subdivision. The Architectural Control Committee shall levy and collect dues or assessments as may be reasonably necessary for said maintenance purposes, let contracts as required for work on common property and provide inspections of the common property as needed.

Initially, the Architectural Control Committee shall consist of James E. Morris and Brad Clayton their successors, heirs or assigns. When all lots of Abermar Subdivision, Phase I and Phase II and any and all later added phases, have been sold by Ideal Properties Developments, LLC, a new Architectural Control Committee will be appointed by James E. Morris and Brad Clayton or their successors and/or assigns. The new Architectural Control Committee will be composed of five members, one member for five years, one member for four years, one member for three years, one member for two years, and one member for one year. At the end of each calendar year, thereafter, one new member will be elected from and by the owners of all lots for a five year term after the new Architectural Control Committee is appointed. At all times, there shall be at least one member of the committee from each of the three types of homes shown in Item (F) below.

D)**Single Family Limitation:** No building shall be constructed, erected, built, moved upon or otherwise placed upon any of said lots, or combinations of lots, nor shall any such building or structure be allowed to remain on any such lot or combination of lots, unless the same shall be used exclusively for single family residential purposes.

E)**Construction:** The exterior of all homes built on said lots shall be brick or stacked stone except that any decorative or ornamental fascia board shall be wood or hardi board and that the roof shall be covered with minimum 30 year architectural shingles or approved metal roofing at a minimum pitch of 8/12. All homes must have 9 foot ceilings. All windows should be minimum wood clad and all doors shall be minimum wood or wood clad. There shall be no vinyl siding of any type on any improvement.

F)There shall be three types of home architectural styles permissive in three separate areas of the aforementioned subdivision.

First: Estate Style Homes shall be permitted on the following lots:

Abermar Phase I: Lots 5, 7, and 9. Abermar Phase II: Lots 23-39.

The general required specification for Estate Style Homes are as follows:

1. Minimum 3000 sq. ft. heated.
2. Setback Requirements are as shown in plat filed for record in the Chancery Clerk's Office of Union County, Mississippi.
3. Trees and Landscape Minimum: 15% of lot area shall be landscaped, or kept under a condition of natural forestation. There shall be an area of the lot covered by professional landscaping, which shall be equal to a minimum of 20% of the heated square footage of the home.

Second: Mezzo Style Homes shall be permitted on the following lots:

Abermar Phase I: Lot No. 1-4, 6, and 8. Abermar Phase II: Lots 40 and 41.

The general required specifications for Mezzo Style Homes are as follows:

1. Minimum 2300 heated sq. ft.
2. Setback Requirements are as shown in plat filed for record in the Office of the Chancery Clerk of Union County, Mississippi.
3. Trees and Landscape Minimum: 10 % of lot area shall be landscaped, or kept under a condition of natural forestation. There shall be an area of the lot covered by professional landscaping, which shall be equal to a minimum of 20% of the heated square footage of the home.

Third: Garden Style Homes shall be permitted on the following lots:

Abermar Phase I: Lot 10-22

The general required specifications for Garden Style Homes are as follows:

1. **Lawn Maintenance:** Lawn maintenance shall be provided as part of the overall development scheme of the Garden Home Lots. The Architectural Control Committee shall have the discretion to appoint members to a sub committee made up of owners of the Garden Lot Homes properties for the purpose of undertaking the decision making, planning and budgeting for said Lawn Maintenance. There shall be a special assessment levied to Garden Style Home lot owners to cover all costs and expenses of said lawn maintenance.
2. Minimum 1800 heated sq. ft.
3. Setback Requirements are as shown on plat filed for record in the Office of the Chancery Clerk of Union County, Mississippi.
4. **Trees and Landscape Minimum:** 10% of the lot area shall be landscaped, or kept under a condition of natural forestation. There shall be an area of the lot covered by professional landscaping which shall be equal to a minimum of 20% of the heated square footage of the home.
5. No ATV's or other motorized non-licensed vehicles allowed in this area.

G)Occupancy: All residences shall be owner occupied meaning that no residence shall be occupied, leased or rented to any party who is not directly related to the record title holder with one very narrowly construed exception:

An owner may temporarily lease their property if said lease is entered into pursuant to an ultimate transfer to the person in possession. No such lease shall extend beyond a period of six months and the underlying permissive lease must explicitly contemplate the prompt transfer of the property to the leasee.

Also, by way of clarification, this prohibition shall not prevent the use and occupation of any residence by the son or daughter of a record title holder.

H)Garage Door and Outbuildings: All garage structures must be attached to the main home and must be fully enclosed except for the entrance. The entrance must not face the road except as approved by the Architectural Control Committee. The entrance must be covered by a garage door and said garage door shall not be allowed to remain open for indefinite periods of time.

No temporary buildings or structure of any kind may be constructed, erected, moved upon, or otherwise placed upon any lot, except that the builders of any such home may temporarily place a tool or storage shed on the lot to house equipment and materials during construction, said tool houses and storage sheds shall be removed when the construction of the home has been completed.

Outbuildings shall not be constructed on any lot except one that is of a construction style, materials and character consistent with the residential construction. With regard to outbuildings, the discretion of the Architectural Control Committee shall

be extremely broad and all opinions and rulings submitted by the said Architectural Control Committee shall be strictly adhered to.

All opinions and rulings given by the Architectural Control Committee which provides special permission for construction of outbuildings shall be in writing. Also, all mailboxes must be approved by the Architectural Control Committee prior to being erected.

I)Quiet Enjoyment: No obnoxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

J)Animals: No animals, livestock poultry of any kind, including hunting dogs, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or become a nuisance to the neighborhood.

K)Garbage: No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary containers. All containers for the storage or disposal of such waste "shall be kept in a clean and sanitary condition out of the sight of the public street. There shall be no trash burning. Garbage of any type shall not be left on the street curb or in the front of a residence for a period of time exceeding 24 hours before scheduled pickup by governmental disposal agency. Garbage shall not be allowed to accumulate on any lot at anytime for any reason.

L)Slope Control: If any lot owners, do not maintain slope control areas in such a way as to prevent damage to the overall appearance of the subdivision either by causing damage to said lot owners' property or to an adjoining lot owners property, it shall be within the Architectural Control Committee's power and authority to repair the area in question and force the lot owner to reimburse the committee for same.

M)Roadway Sight Lines: No fence, wall, hedge or shrubs which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right of way lines and a line connecting them at points 25 feet from the intersection of said right of way. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway.

N)Prohibition of Subdivision of Lots, Prohibition of use of Lots as Roadways: No lot is to be further subdivided for the purpose of building more than one residence. However, nothing herein contained shall prevent a person who owns two adjoining lots in the subdivision from treating the combined area of the two lots as

one building lot, in which event the setback lines for the building purposes shall be construed and interpreted to apply to the outside lines of the two combined areas, not to the line which is common to both of the lots. No lot shall be sold for street purposes, or used as a street or easement to adjoining property or lots. Further, no lot shall be used as a driveway or easement to access property which does not lie within the bounds of Abermar Subdivision, Phase I and Phase II, or any subsequent phase. Lots may be further subdivided in an effort to give property owners a larger acreage, but not for the purpose of building an additional house.

O)Prohibition of unsightly motor vehicles, tanks, etc.: No unused cars, wrecked cars or parts of cars are to be stored on the premises and no machinery (other than machinery common to the maintenance of a residence) shall be stored on the premises. All recreational vehicles including but not limited to RVs, ATVs, campers/trailors, or boats shall be kept inside carports or other approved out buildings. The Architectural Control Committee shall have broad discretion to force lot owners to change the way they are storing or keeping these recreational vehicles to satisfy other lot owners in the subdivision.

LP Gas Tanks or other similar objects are not permitted except for portable tanks for use on outdoor grills.

P)Prohibition of prolonged Construction. All residences located on each respective lot shall be completed within the first six months from the date of beginning construction with a driveway, surfaced with concrete. The Architectural Control Committee shall have the power and authority to extend said construction time after an evaluation of the progress of construction in relationship to the overall architectural plan. It is the intention of this covenant that no gravel driveways be permitted on any lot within the subdivision from and after six months from the date of beginning construction on said property.

Q)Prohibition against Antennas and/or Towers: No Radio and/or Television antennas, including satellite dishes of all descriptions, can be in any way visible from the road.

R)Prohibition of Prefabricated Dwellings: Unless approved by the Architectural Control Committee, no prefabricated structures shall be constructed or affixed on any portion of the lots. Each dwelling or structure on a lot shall be individually constructed. With the exception being the use of pre-engineered and pre-constructed roof trusses.

S)Limitations on Advertising and Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign erected pursuant to the

sale of home. Said "For Sale" sign shall be of not more than five square feet.

T)Maintenance of Lawn Care within Road Right of Way: Each property owner shall be responsible to maintain and to mow that portion of the road right of way that is between the owner's property line and the edge of the road.

U)Required Maintenance of Lots: Each property owner shall be responsible to maintain and mow his/her lot, even if the lot is vacant, also see Provision T (above). If the landowner fails to keep his/her lot maintained or mowed then the Architectural Control Committee shall have the authority to assess the lot owner a \$100.00 fee and have the lot maintained and mowed taking the cost from the assessed fee. In January 2009, there shall be a 3 % compounded annual increase on this assessment and a like increase for all subsequent years. The assessment shall be repeated for each occasion that the lot has to be mowed and cleaned up by the Architectural Control Committee. All homes must be kept neat and clean by home/lot owners as defined in the sole discretion of the Architectural Control Committee. Maximum gross height for unoccupied lots is 12 inches and maximum heights for occupied lots is 4 inches.

V)Configuration of Improvement: All homes shall be constructed so as to face the front of each lot.

W)Decks and Fences: All decks and fences of any type must be approved by the Architectural Control Committee.

X)Prohibition against large trucks: No trucks larger than full size pickups may be kept on lots.

Y)Enforcement: Any legal fees incurred to enforce said covenants shall be paid by the violating property owners. The lot owners have agreed and bound themselves to this provision by virtue of them agreeing to same by excepting title to lots in this subdivision.

Z)Term, Method of Alteration and Renewal: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years for the date of execution of this instrument. Upon expiration of said twenty-five year term these covenants shall be automatically extended for successive periods of ten years each, unless by written instrument executed by 75% of the then owners of the lots it is agreed to change said covenants in whole or in part or agreed to revoke said covenants. Any of these covenants may be waived in whole or in part at any time by an instrument assigned by 75% of the then owners of the lots.

Enforcement shall be by proceedings at law or in equity against any person or persons violating any covenants herein contained, either to restrain violation or to recover damages. Any owner or any lot owner in Abermar Subdivision or any subsequent Phase of Abermar Subdivision shall be vested with the rights under these Restrictive and Protective Covenants.

Invalidation of anyone of these covenants by judgement of a court order shall in no way affect any of the other provision herein, which shall remain in full force and effect.

WITNESS THE SIGNATURE of the Grantors, this the 14th day of May, 2007.

IDEAL PROPERTIES DEVELOPMENTS, LLC



JAMES E. MORRIS, PARTNER

STATE OF MISSISSIPPI

COUNTY OF UNION

PERSONALLY appeared before me, the undersigned authority in and for the said county and state on this 14th day of May, 2007, within my jurisdiction, the within named **James E. Morris**, who acknowledged that he is a **Partner of Ideal Properties Developments, LLC** and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN under my hand and the official seal of my office.



NOTARY PUBLIC

My Commission Expires:

February 14, 2010



UNION CO. MS

072698

TOM COOPER
CLERK

WITNESS THE SIGNATURE of the Grantors, this the 14th day of May, 2007.

IDEAL PROPERTIES DEVELOPMENTS, LLC

[Signature]
BRAD CLAYTON, PARTNER

RECORDED
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D.C.

STATE OF MISSISSIPPI
COUNTY OF UNION

PERSONALLY appeared before me, the undersigned authority in and for the said county and state on this 14th day of May, 2007, within my jurisdiction, the within named **Brad Clayton**, who acknowledged that he is a **Partner of Ideal Properties Developments, LLC** and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN under my hand and the official seal of my office.

[Signature]
NOTARY PUBLIC

My Commission Expires:
February 14, 2010

PREPARED BY:
JOHN W. HAYNES, IV
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(662) 534-0081

