

Protective Covenants and Restrictions for residential lots of Elm  
Lake Golf Course, Inc. located on and Northside of the Taylor  
Thurston Road, Lowndes County, Mississippi

- (1) All lots shall be used for residential purposes exclusively. No structure shall be erected, altered, placed or permitted to remain on any lot other than new one (1) detached single-family dwelling not to exceed two (2) stories and no more than 38 feet in height, and a private garage of sufficient size to house at least two motor vehicles. The garage entry shall be from the side or rear of the main dwelling. All dwellings will face the Taylor Thurston Road.
- (2) No residence costing less than \$120,000 shall be constructed on any lot. This evaluation is based upon cost levels prevailing on the date of the execution of this instrument and as costs levels rise or drop in the future, said valuation shall rise or drop accordingly. It being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.
- (3) Any residence constructed upon a lot shall have minimum of 2,000 square feet of enclosed dwelling area for a one-story residence, for split-level or two-story residences, a minimum of 1,680 square feet for the ground or main floor and a total of 2,400 square feet for all floors. The term "enclosed dwelling area" shall mean the total enclosed area within a dwelling excluding, however, garages, terraces, decks, open porches and like areas.
- (4) The exterior of all residences constructed on any lot must be completed within 120 days after the construction of the same shall have been commenced, except where such completion is impossible, or would result in great hardship to the owner due to strikes, fires, national emergency or natural calamities.
- (5) No residence constructed on a lot shall be used for any commercial purposes whatever, nor shall any noxious or offensive activity be carried on upon any lot, nor shall anything be done thereon tending to cause an annoyance or nuisance to the neighborhood.
- (6) No mobile home, trailer, tent, barn, tree house, or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently. Only those outbuildings resembling the main structure may be submitted to The Company for approval.
- (7) No lot shall be re-subdivided, except that it shall be permissible for any two adjacent lots, or parts thereof, to be combined, and said resulting lots shall be considered as one lot in respect to these covenants.
- (8) All private driveways or roadways for automobile traffic shall be finished with a hard surface material such as brick, concrete or asphalt.

- (9) The owner of each lot shall provide receptacles for garbage in a screened area not visible from the main road nor visible from neighboring lots.
- (10) No fuel tanks or similar storage receptacles may be exposed to view, but may be installed only within the main dwelling house, within a screened area, or buried underground.
- (11) No building shall be located on any lot closer than fifty (50) feet to the front lot line. No building shall be located nearer than twenty-five (25) feet to any side lot line. No building shall be located nearer than twenty-five (25) feet to any rear lot line.
- (12) No television antennas shall be erected on any lot. Satellite dishes of 29 inch diameter or less are permitted.
- (13) No commercial signs including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except as may be required by legal proceedings.
- (14) No livestock, poultry, or other animal of any kind may be raised, bred, kept or permitted on any lot except for dogs, cats, and other usual domestic household pets. In no event, however, shall any pet be allowed to roam free.
- (15) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds. The pursuit of hobbies or other activities which might tend to cause conditions is strictly prohibited.
- (16) Fences can be constructed on any lot only to the rear of the dwelling.
- (17) No building, fence, dock, wall, road, driveway, parking area, tennis court, swimming pool, or landscaping may be placed, altered, added to, modified, maintained or reconstructed on any lot until a plan showing the same shall have been submitted to and approved by Elm Lake Golf Course, Inc. in writing.
- (18) Elm Lake Golf Course, Inc. reserves the right to specify and approve the type, size, color of any identification signs, or newspaper boxes utilized on any lot. Mail service is provided by the U.S. Postal Service. Neighborhood delivery and collection units are located in front of the Elm Lake Golf Course Pro Shop.
- (19) Prior to building, owner(s) shall obtain from the Lowndes County Health Department the needed approval for a private sewerage disposal system. The discharge will be piped to the front of the lot and connected to the sewer pipe that is owned by Elm Lake Golf Course, Inc. The treated waste will be piped to the lagoon on the golf course. If a lift station pump is required, it will be installed by the homeowner.

(20) In order to further the intent of the developers to insure the overall beauty of the community and to produce an outstanding community environment, the developer has granted right-of-way easements for underground electrical utilities. Accordingly, during the life of these restrictive covenants and building restrictions, all residences shall be "all electric" and no residences shall be allowed to utilize a power source other than electricity. Gas fireplace logs are allowed. All utilities from the street to the owner's house are to be under the surface of the ground.

(21) These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date of the execution of this instrument, after which time all of said covenants shall be automatically extended and renewed for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

(22) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Elm Lake Golf Course, Inc. or any other person or persons owning a lot in Elm Lake Golf Course, Inc. to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to either prevent him or them from so doing and/or to recover damages for such violation.

(23) Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

(24) All deeds and conveyances of lots in Elm Lake Golf Course, Inc. Northside of the Taylor Thurston Road shall contain a recitation of these covenants by reference.

(25) "The Company", as used herein, refers to Elm Lake Golf Course, Inc., its successors and assigns.

There is excepted from the warranty hereof the following:

- (1) All oil, gas, and other minerals of every kind in, on, or under real estate.
- (2) All taxes and assessments due and payable with respect to, or constituting a lien upon the above described property on or after January 1, 1997, said taxes and assessments to be pro-rated as of the date of this conveyance.
- (3) A fifteen foot wide utility easement is granted to the utility companies serving these lots across the front of each lot along the Taylor Thurston Road.

WITNESS THE EXECUTION HEREOF on this the 10th day of April, 1997.