

COPY

**PROTECTIVE COVENANTS
BUCKINGHAM SUBDIVISION**

WHEREAS, L.O.M. Properties, Inc., hereinafter "Declarants", are the owners of all lots situated in Buckingham Subdivision, a subdivision in Rankin County, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Rankin County, Brandon, Mississippi.

WHEREAS, said Declarants desire to impose certain Protective Covenants upon said Subdivision for the protection and benefit of all purchasers, the present and future owners;

NOW, THEREFORE, in consideration of the advantages to accrue through such Protective Covenants and for good and valuable considerations, said owners hereby covenant and agree with any and all purchasers and owners of a lot or lots in Buckingham Subdivision, that the following protective and restrictive covenants shall apply to all lots of said Subdivision, which are described as follows:

**Lots 1 through 61, BUCKINGHAM SUBDIVISION, a
subdivision in Rankin County, Mississippi, as shown by
the map or plat thereof in the office of the Chancery Clerk
of Rankin County at Brandon, Mississippi.**

1. **LOT USE:** All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one, detached, single-family dwelling not to exceed two stories in height and a private garage with doors for no more than three cars and no less than two cars. No open carports shall be allowed in said subdivision. No mobile homes shall be allowed to be placed on any residential lot, either temporarily or otherwise. In no case shall any one lot or any combination of more than one lot be redivided or subdivided or otherwise combined other than such lots are indicated on the aforementioned plat of survey. No commercial ventures or businesses may be initiated, effectuated or consummated to any lots within subject lands, including yard sales or garage sales. No kennels shall be placed on any lot ~~for commercial purposes so as to constitute a source of annoyance or nuisance to any persons~~ owning property in or residing in the development. A kennel may be erected to a size no larger than 20 ft. By 20 ft. of cyclone fence, with a height limit no more than 6 foot, and a concrete floor. The kennel cannot house more than two dogs. No part of any lot may be used as a

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**BUCKINGHAM SUBDIVISION PROPERTY OWNERS
ASSOCIATION
LAKE RULES**

These rules are part of the Protective Covenants:

- All lot owners in Buckingham Subdivision will have access to the lakes via the common area lot and along the road only on the small lake.
 - All lakefront lots are privately owned and not part of the common areas of the lake. Lakefront lot owners and their invited guests are restricted to their lot and the common areas only.
 - The lakes are for Buckingham Subdivision lot owners and their guests only.
 - The use and operation of any type of motorized jet skis, sea-doo's, or ski cycles in any lake is strictly prohibited. No gas powered inboard or outboard motor shall be operated in any lake. Electric trolling motors will be permitted.
 - Parking along the dam in Buckingham Place is prohibited.
 - No chemicals or other contaminants shall be placed in any lakes of the subdivision without the written consent of the Buckingham Subdivision Property Owners Association.
 - Please leave nothing behind after fishing and pick up any trash you may encounter.
 - Each lot owner whose lot includes a dam or any lake in the subdivision or whose lot is appurtenant to a dam of any lake in the subdivision, shall maintain said dam in order to insure that the dam will not erode or become weakened by or because of lack of maintenance. No such property owner shall drain a common area lake or cut or remove a dam on any portion thereof without written consent of all lot owners who border such lake, with such written agreement first being submitted to Declarants, their heirs or assigns.
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cemetery in any way for humans or animals.

2. RESTRICTIONS AS TO QUALITY AND SIZE: No structure shall be erected, altered, placed, or permitted to remain on any residential lot or lots numbered 1-17, and lots 19-42, unless it shall possess minimum of two thousand two hundred (2,200) square feet of heated floor area. Any other lot or lots or combination thereof, shall possess a minimum of two thousand five hundred (2,500) square feet of heated and cooled floor area. Living areas are heated and cooled spaces including utility and storage rooms opening directly into main portions of the house and wall thicknesses. As to quality, all houses shall comply with or exceed the minimum property standards of the Federal Housing Administration under the single family 203-B program. All out-buildings which are detached from the residential dwelling shall be located at the rear of the residential dwelling and shall be constructed of the same color, shape, character, and quality of material that is used to construct the dwelling.

3. RESTRICTIONS AS TO ARCHITECTURAL STYLE: A lot owner in building or causing to be built the original dwelling on any lot in Buckingham Subdivision, shall not substantially duplicate the exterior elevation, including design and architecture, of any other dwelling then existing on the same street within one thousand (1,000) feet within said Buckingham Subdivision. For the purpose of this paragraph, the dwelling shall be considered in existence from the time excavations for the foundations are begun until said dwelling is removed from the development or is destroyed. All residences shall be constructed with at least, if not entirely, 50% brick. All residences shall be constructed attached directly to a slab or with closed conventional foundations; open foundations or pier foundations are expressly prohibited.

4. ARCHITECTURAL CONTROL: In order to insure that all structures shall comply with these restrictions, two sets of the proposed plans and specifications for each building, mailbox, culvert placement, on-site parking, and driveway (concrete, paved, or slag) specifications are to be submitted to Declarants, their agents, successors and/or assigns, for review and approval, prior to the starting of any building, erection, or placing; such plans to be in sufficient detail to illustrate conformity with these specifications and decorations. One copy of the submitted plans will be returned to the submitting party, evidencing the Declarant's or his representative approval or evidencing notations as to changes or revisions which may be required

for approval. The second copy of the proposed plans and specifications will be retained by the Declarants or its representative as evidence of the plan authorized for construction. In the event of failure of the Declarant or its representative to approve or disapprove such design and location within thirty (30) days after proof said plans and specifications have been properly submitted, such approval will not be required, and full compliance with this Covenant will have been effected. Plans and specifications must be submitted to the Declarants or their representative until 40 lots of Buckingham Subdivision have been conveyed by Declarants to third parties, at such time the Buckingham Subdivision Property Owners Association will then delegate a committee of three persons, by majority vote of the said members of said association, to approve any such plans.

5. RESTRICTIONS AS TO THE FRONT OF LOTS, RESIDENCES, AND

DRIVEWAYS: The front lines of each lot of said subdivision shall be the line of said lot as adjoins the right of way of the street designated in the Subdivision. Each dwelling constructed, placed, moved and maintained upon any lot shall have its front facing the front line of lines of the lot or lots. The minimum setback line or building setback line for all residences shall be ~~25~~²⁵ ft. from adjoining property lines and ~~25~~²⁵ ft. from edge of R.O.W. line. A copy of the plot plan must be submitted to declarants for final approval. Each residence shall have in the form of a paved, concrete, or slag driveway extending from the pavement on the street on which the residence faces to the garage of the residence. An additional circle drive in front of the residence is acceptable. All waterfront residences shall have concrete drives only.

6. NUISANCES: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any persons owning property in or residing in said development. No farm animals, including but not limited to swine, poultry, fowl, horses, cows, or sheep shall be kept on any lot. All pets shall be kept on owner's property and shall not be allowed to freely roam on other subdivision lots so as to molest others. No inoperative machinery, automobiles or other vehicles shall be allowed to remain or be maintained in any street of this development or in any yards, on any lots or upon any driveways to or from any lots. Campers, any recreational vehicles, boats, trailers, or commercial vehicles of any type larger than 3/4 ton may be parked only to the rear, screened from the front view and no vacant lots shall be used for the storage of any campers, recreational vehicles, boats, trailers, or commercial vehicles of any type. No mechanical

equipment such as a filter system or vacuum system for swimming pools, exterior satellite disc, or air conditioning compressors may be located on the front of any structure facing the street. The installation and/or operation of any type of exterior satellite disc over 2 feet in diameter for the reception of television or radio signals upon any lot is strictly prohibited. No television, radio, or satellite antennas shall be mounted in any trees on any lot in the subdivision. No firearms or other devices of a similar nature which may be classified as weapons shall be operated or used on said property. All lots shall be kept and maintained in attractive order so as not to become a source of annoyance or nuisance to any persons owning property in or residing in the development; the Declarants, Buckingham Subdivision Property Owners Association or appropriate governing agency shall have the power to correct any such nuisances or annoyances with the particular lot owner bearing the cost of the corrective action. The trimming of any grass, bushes, or trees upon the 9 acres of shallow water wetlands located in the center of the larger lake is strictly prohibited. No outdoor clothes drying shall be allowed. All vacant lots must be kept maintained and weeds and grass cut. No building materials of any kind or character shall be placed or stored on any lot of Buckingham Subdivision in view from the front or side of any other lot herein except during the construction of a residence on any lot, which shall not exceed six (6) months from commencement to completion.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. GARBAGE, REFUSE OR WASTE: No lot shall be used or maintained as a dumping or collection ground for any items of garbage, waste, refuse, trash or items of a similar nature, except as such items may be present on a given lot for a temporary period of time not to exceed ten (10) days as may be necessary to secure the removal thereof from a given lot, and in that circumstance, the same shall be maintained and kept in sanitary conditions. All sewerage treatment shall be by sewerage treatment plants and the installation and use of septic tanks are expressly prohibited. No above ground fuel tanks shall be located on any residence.

9. DRAINAGE EASEMENTS: Each lot shall contain a fifty (50) foot water drainage and treatment plant water drainage easement as required by the Rankin County Health Department.

10. MULTIPLE LOT OWNERSHIP: No restriction herein shall prevent any person from owning more than one lot, and in such cases, the setback restrictions as set out by Rankin County, Mississippi, shall apply to the outside boundaries of any such lots regardless of whether such outside boundary lines coincide with-plot lot lines or not.

11. VISUAL BARRIERS: No wall or lot enclosure may project to a point nearer the street than the front setback line or the side street setback line, of adjoining property, except that shrubbery not over 2 feet high may be used to designate lot lines. No fence shall be constructed on any lot of the subdivision, nearer the street than the rear wall of any residence constructed on a lot and all fences shall be constructed of redwood, cedar, wrought iron, or white vinyl fencing, all other types of fences are expressly prohibited. Fences erected on water front lots may not be erected within 25 ft. of the waters edge.

12. MAILBOX: No mailbox shall be constructed, placed, or maintained upon any lot or lots of Buckingham Subdivision which does not conform to the characteristics of the model provided by the Declarants, a model to be furnished for the inspection of all lot owners by Declarants.

13. BUCKINGHAM SUBDIVISION PROPERTY OWNERS ASSOCIATION: The Declarants deem it desirable, for the efficient preservation of the values and amenities in Buckingham Subdivision to create an association which can be delegated and assigned the powers and duties of maintaining and administering any common area which may be designated as such and to administer and enforce these covenants.

Section 1. Membership. Each owner in Buckingham Subdivision shall be a Member of the Buckingham Subdivision Property Owners Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property in the subdivision. Parcels with multiple ownership shall be entitled to one membership in the Association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the Association.

Section 2. Voting Rights. Every member of the Association shall have one vote for the election of all officers. For all other matters and purposes of the Association, every Member shall have one vote for each lot that Member owns. If the fee title to a particular lot is owned by record by more than one person, the vote appurtenant to such lot may be exercised by only one of

the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

14. COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessment. The Declarants, for each parcel which they own within the Properties, hereby covenant and each Owner of any other parcel or lot of the property by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) A regular annual assessment payable on or before the first day of January for each year thereafter in an amount necessary to maintain each owner's contribution at an amount of Twenty-five and No/100 Dollars (\$25.00) for each parcel or lot owned shall be due. It is the purpose of the provision that each Owner maintain with the Association a balance of Twenty-five and No/100 Dollars (\$25.00) per lot or parcel owned to provide for the purpose of the Association as hereinafter set forth; (2) Special assessments for maintenance and improvement as may be desired and required by the Association. Prior to such special assessments being levied, same shall be approved by at least a two-thirds (2/3) vote of the members of the Association with each Member being entitled to one (1) vote for each lot or parcel owned. A meeting of the members of the Association shall be duly called for the purpose of approving any special maintenance or improvement assessment.

Section 2. General. This initial, annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lot or parcel of Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot or Parcel of Property at the time when the assessment fell due. No Owner shall relieve himself of his personal obligation for delinquent assessments by passing such obligation to his successors in title unless expressly assumed by the successors in title with the written consent and approval of the Board of Directors of the Association.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Buckingham Subdivision; to defray all costs incurred in properly caring for and maintaining Buckingham Subdivision as a prestigious development; and to accomplish the intent of this

Declaration. The assessments provided herein shall include, but not limited to, the costs of providing materials and services to accomplish the following: (a) Maintaining any common areas and open areas within the Property; (b) Maintaining the landscaping at the entrances to Buckingham Subdivision. (c) Maintaining any improvements and amenities such as piers, boat launches, and entrances, if said improvements are constructed by the Association; (d) General policing of Buckingham Subdivision on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways; (e) Maintaining utilities, in particular lighting and a sprinkler system, drainage ditches, including, but not limited to lighting and sprinkler systems, and other services which may be provided by the Association; (f) Paying the costs of insurance premiums on any insurance which the Association carries; (g) Paying all ad valorem taxes and others taxes and fees which may accrue to the Association. (h) Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with the Association, including, the payment of a reasonable fee to any management agent designated by the Association; (I) Provide such other services as the Association may deem to be in the best interests of the development and the members of the Association.

Section 4. Assessments are not dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessments. After January 1, 1999, the Board of Directors of the Association may, after consideration of the then current costs of providing service hereinabove enumerated, increase the initial or annual assessments to cover actual costs of such services. The Board of Directors of the Association may also, after consideration of the then current maintenance costs and future needs of the Association, fix the regular annual assessment and initial assessment for any subsequent year or years at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in annual and initial assessments) shall be sent to all members of the Association by certified mail, not less than five (5) days not more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required quorum is not present, another

Quorum

60%
37
35

meeting may be called subject to the same notice requirements and the required quorum at this subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. In addition, written notice of the regular annual assessment provided herein shall be sent to every Owner subject thereto.

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19.

Section 7. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; the Lien; Remedies of the Association.

A. If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continued lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his/her heirs, executors, devisees, personal representatives and assignee. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his lot;

B. The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days, if such mortgagee has requested same;

C. If any assessment or part thereof is not paid within thirty (30) days after the due date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum interest rate annum which can be charged to individuals and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and attorney's fee to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

Section 8. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first

mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of such first mortgage. Sale or transfer of any Property shall not effect the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such Property from liability for any assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 9. Assessment of Declarant. Any regular or special assessment upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

LOM DOES

Section 10. Ad Valorem Property Taxes. (a) Each Owner shall be responsible for his own ad valorem taxes; (b) The Association shall be responsible for the payment of ad valorem taxes on lots, parcels, streets, or common areas which the Association may hereinafter take fee title.

Section 11. Limitation of Liability. The Association shall not be liable for any failure of any service to be furnished by the Association or paid out of the common expense fund, or for injury or damage to person or Property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution of abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for

inconvenience or discomfort arising from the making of repairs or improvements to the streets, sidewalks or common areas, or from any action taken by the Association to comply with any of the provision of the Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

15. COMMON AREAS AND LAKES: Declarants may, at a future time or

times, expand Buckingham Subdivision in increments or parts and add a common area, the exact size and configuration of which shall be within the sole discretion of the Declarants or their successors in title. This common area may be conveyed to the Buckingham Subdivision Property Owners Association and will be subject to this covenant and the following restrictions:

A. All owners of lots in Buckingham Subdivision will have access to the fishing pier, lake dam, and boat launch ^{N/A} for their use and maintenance.

B. Each lot owner whose lot includes a dam or any lake in the subdivision or whose lot is appurtenant to a dam of any lake in the subdivision, shall maintain said dam in order to insure that the dam will not erode or become weakened by or because of lack of maintenance. No such property owner shall drain a common area lake or cut or remove a dam on any portion thereof without written consent of all lot owners who border such lake, with such written agreement first being submitted to Declarants, their heirs or assigns;

C. No chemicals or other contaminants shall be placed in any lake in the common areas of the subdivision without written consent of the majority of the Buckingham Subdivision Property Owners Association;

D. Each lake in any common area is for the exclusive use or enjoyment of the then property owners of Buckingham Subdivision and their guests,

E. The use and operation of jet skis, sea-doo's or ski cycles in any common area lake is strictly prohibited and no gas powered inboard or outboard motor shall be operated in any lake. Electric trolling motors will be permitted on both lakes located in Buckingham Subdivision.

16. DECLARANTS HELD HARMLESS. Each and every purchaser, present and future owners and occupants of any portion of the property shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless Declarants, their agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the

N/A - SMALL ONE

improvements on the portion of the Property occupied by, owned by, or under the control of such Owner or occupant, the use and/or possession of such portion of the property, and the conduct of business and any other activities by such Owner or occupant or his guests or invitee on any portion of the Property.

It is recommended that all lot owners have the soil tested by structural consultants and have the foundation of the home and/or other building designed and constructed according to their recommendations. The undersigned and/or their heirs, successors or assigns assume no responsibility or liability for any structural defects and/or any damages that might result from shifting and/or settling of the foundation of any home.

17. TERM. 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 thirty (30) years from the date these covenants are executed, after which time said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by seventy-five (75%) percent of the then owners of the lots shall have been executed, agreeing to change the covenants in whole or in part; likewise any provision or term of these declarations may be amended at any time in the same fashion and by the same procedure.

18. ENFORCEMENT: Enforcement of any of the terms, conditions and covenants of this instrument shall be by appropriate proceedings at law or in equity against any persons violating or attempting to violate any covenant herein contained, to restrain violation thereof or to recover damages as a result of said violation. In any legal or equitable proceeding for the enforcement or to restrain the violation of these Protective Covenants or any provision hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees and costs, in such amount as may be fixed by the Court in such proceeding from the non-prevailing party or parties, including the costs of any expert witnesses.

19. SEVERABILITY. Invalidation of any of these covenants by Judgment of Court order shall in no way or manner affect any of the other provisions hereof, which other provisions shall remain in full force and effect for the term herein specified.