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Apple South Division Covenants

(This is only overview of the general covenants of the ASPOA. Refer to a complete set of recorded covenants for all phases before construction and modifications decisions, or contact Robert Applewhite, Developer, or your Realtor.)

1. SINGLE FAMILY DWELLING

All lots shall be used for single family residential purposes; provided, however, developer and his agents shall have the right to use a lot as a temporary sale office for marketing and development purposes until all phases of this development are completed and sold.

2. ONE ACRE MINIMUM PER LOT

No lot shall be divided into smaller parcels except to provide a larger building site. The minimum size for any lot for which a dwelling may be constructed shall be one (1) acre, excepting only those lots shown on herein above referenced plat filed by developer, which are less than one acre, which said lots shall not be further subdivided.

3. ONE HOUSE

No residence may be built or placed on less than one lot, and only one residence may be built or placed on one lot.

4. ARCHITECTURAL REVIEW COMMITTEE

The architectural review committee shall monitor all construction to see that these covenants, conditions, and restrictions are complied with; however, this committee is not accountable or liable for the technical design or structural integrity of any foundation, wall roof or any component of any house or other improvement, whether caused by defective material or defective workmanship.

5. PLOT AND BUILDING PLAN

No building or improvement of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the architectural committee and a building permit has been issued, or required by law.

6. CONVENTIONAL DESIGN AND MATERIAL

All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to conventional methods of construction, using conventional materials and must be completed within six (6) months from the date construction is commenced.

7. MINIMUM HEATED AND COOLED AREA - 1500 -1700 SQ. FT.

Each dwelling shall be constructed with at least 1,700 sq. ft. of heated and cooled living area under roof, excluding carport, attached garage and enclosed porches. Exception, Cottage District shall be 1500 sq. Ft.

8. BUILD PRINCIPAL HOME PRIOR TO OUTBUILDINGS

No structures of temporary character, including but not limited to a recreational vehicle, trailer, mobile home, basement, tent shack, garage, barn or other outbuildings, shall be used on any lot, at any time, as either a temporary or permanent residence. The use, parking or storage of a house

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trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited.

9. BUILD OUTBUILDINGS TO REAR OF HOME

Any separate structure such as equipment sheds, animal shelters, greenhouses, outbuildings, or storage buildings must be placed to the rear of the dwelling and must be built with the same or similar design, materials, and workmanship as the dwelling located on this lot. Such structures shall

not be constructed or used until the dwelling on the lot is completed or under construction and must

be approved by the architectural review committee.

10. NO COMMERCIAL OR INDUSTRIAL USE PERMITTED

No dwellings or accessory structures, erected or to be erected, shall be used directly or indirectly for trade or business. Commercial or industrial use of any part of this property is prohibited.

11. SET BACKS

No structure shall be constructed or placed nearer than forty (40) feet from the front boundary lines and twenty-five (25) feet from the side and rear boundary lines. This restriction does not apply to driveways, mailboxes, or fences.

12. SEPTIC TANKS

Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health Regulations.

13. PUBLIC NUISANCE

No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.

14. LOT MAINTENANCE

Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean appearance within Apple South. The Developer, Property Owner's Association and the Architectural Committee, each reserve and shall have the right to cut the grass for which the lot owner shall pay the Architectural Review Committee not less than \$100.00 for each cutting of their lot up to twelve (12) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Architectural Review Committee and agrees that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.

15. CLEAR CUTTING OF TREES PROHIBITED

No trees may be cut or removed except for building sites and other improvements without the prior written approval of the Architectural Review Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or washed.

16. GARBAGE MANAGEMENT

All garbage, trash or other waste of any kind shall be kept in sanitary containers. All equipment used for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

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17. NO TRASH OR JUNK ALLOWED

No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to, abandoned or dilapidated automobiles, truck, tractors, and other such vehicles and parts thereof, scrap building materials, scrap equipment, old washing machines, dyer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding, and old tires.

18. ANIMALS No large animals, livestock, goats, swine, or poultry shall be bred, kept, or raised on any lot except that dogs, cats, or other household pets may be kept, provided that they are not bred, kept, or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. All animals which are permitted under this clause, shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance, or inconvenience to the neighbors.

19. FIREARMS

The discharge of firearms within Apple South is expressly prohibited.

20. SIGNS

Only the following signs may be displayed to the public view on any lot during the construction or sale period of dwelling: 1.) Owners sign, 2.) Realtor's "For Sale" Sign, 3.) General Contractor's sign, 4.) Lender's sign. These must be professionally made and shall not be larger than three (3) feet square.

21. CONTRACTORS

All contractors must keep all lots free from trash and debris and must maintain a portable outdoor toilet on the lot during the construction period. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant.

22. DAMAGED STRUCTURES

In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair, replace, or completely remove the damaged or destroyed dwelling or structure within six (6) months from the date of occurrence.

23. UTILITY EASEMENT

Developer reserves unto itself, its successors and assigns, an easement or right of way fifteen (15) feet in width along the rear and street boundary lines and seven and one half (7 1/2) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. Additionally, easements reserved on the recorded plats shall be reserved for installation and maintenance of utilities, fire protection, beautification and drainage. This reservation of such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of the developer to supply such services.

24. PROPERTY OWNER'S ASSOCIATION

A.) PURPOSE: The Apple South Property Owner's Association, Inc. shall hold title to the common area located within Apple South and shall be responsible for the care, operation and maintenance of all common property, the property owner's association shall have the authority to impose such assessments upon the property owners as may be necessary to pay the cost of such care, operation, and maintenance of common property

and to enforce these covenants.

B.) MEMBERSHIP: By acceptance of the deed to property located within Apple South, the lot owner becomes a member of the Apple South Property Owner's Association (ASPOA).

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C.) ANNUAL MEETINGS: The annual meeting of the Apple South POA shall be held at 7:00 pm June 2, 2004. Future annual meeting dates, time, and location shall be determined at that time.

D.) SPECIAL MEETINGS: A majority of the lot owners may call a special meeting of the POA at any time by filing with the secretary of the association by a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the special meeting must be sent to all property owners, return receipt requested, at least 15 days prior to the date of a meeting. For purposes of carrying on business of the POA, the owner or owners of each lot shall be sufficient to pass on any matters of business of the POA, the owner or owners of each lot shall have one (1) vote per lot. Two-thirds (2/3) present of all lot owners shall constitute a quorum. A two-thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the association.

E.) FEES AND ASSESSMENTS: The annual assessment shall not exceed \$200.00 per year per lot through calendar year ending December 31, 2004, and thereafter shall be set by the POA. The annual assessment of the pro-rata part of thereof shall be paid at the time of each lot purchase, thereafter the annual assessment shall be due in advance on or before January 1st of each calendar year. All said lot owners agree to pay said maintenance charges within 30 days of receipt of statement rendered by the ASPOA and agree that any unpaid charges, together with attorney fees, and reasonable collection cost will constitute a lien against their lot until paid.

26. DURATION OF COVENANTS

These covenants shall remain in full force and effect for twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10) years thereafter unless, prior to any renewal date, an instrument signed by not less than 2/3 of the lot owners is filed for record in the office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending, or terminating these covenants, conditions, and restrictions.

27. INVALIDATION OF COVENANTS

Invalidation of any covenants by judgment or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.

RULES FOR FENCES

The following proposed rules for fences at Apple South Division were adopted by the Architectural Review Committee on May 1, 1999 and are being submitted to the Board of Directors for its review and consideration for approval:

1. General

- a. No fence may exceed six (6) feet in height and six (6) inches in thickness. With exception of brick fences.
- b. Fences may be located in the utility easements but must stay within property lines.
- c. Fences must be neat and be constructed of normally accepted materials such as, wood, brick and mortar and stone and mortar with finished side turned outward. Barbed wire, chain link or wire mesh is not allowed.
- d. Fences must not detract from the value or appearance of the property.
- e. A fence foundation or chain wall may be allowed not to exceed six (6) inches wide and twelve (12) inches high, with exception of brick fences. A sloping terrain can be an exception if deemed necessary and approved by the Architectural Review Committee.
- f. The side of the fence that is visible from the street or adjoining lots shall be finished.

2. Side Property Line Fences

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A side fence may not extend any closer to the street than the rear line of the house or the front line of neighbor's house but in any case must not extend closer to the street than setback line.

3. Street Fences - For Corner Lots

- a. Fences facing the street or on street cannot be located any closer to the street than the side setback from the rear of the house.
- b. Fences constructed in the area from the rear setback line and the house are restricted to:
 1. Solid fences such as wood, brick and mortar, or stone and mortar not exceeding two (2) feet in height, or
 2. Open fences of wood such as split rail, which do not exceed three (3) feet in height and whose materials do not cover more than twenty (20) percent of the vertical area which they encompass.