

MOSSY OAK COVE RESTRICTIVE COVENANTS

WHEREAS, the whole subdivision herein above referred to is to be developed as a residential area, and it is to the advantage of all parties interested herein and their successors in interest and the title that the following express conditions, covenants, limitations and reservations be established on each and every lot in said subdivision, to create a uniformity in use so to avoid conflicts and to protect property values, and to enhance the harmonious nature of said subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned does hereby establish the following express conditions, covenants, limitations and reservations with regard to said real property:

A) No lot shall be used for any purpose of a nonresidential nature. 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, together with a private garage, carport, and/or accessory buildings; as approved by the Architectural Control Committee, in each instance.

B) No building or structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing buildings or structures, and as to location with respect to topography and finish grade elevation. It is the intention and purpose of this covenant to assure that all dwellings and accessory structures shall be of a quality of workmanship and materials substantially the same. No fence or street than the minimum set back line unless similarity approved. There shall be no approval granted for the construction of underground housing.

C) No dwelling shall be permitted on any lot with a heated and/or cooled space of less than 1800 square feet. It being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. The heated and/or cooled area, exclusive of open porches and garages, shall not be less than the above stated 1800 square feet. In the event that a residence shall be more than one story in height, the heated and/or cooled area of the first story, or ground floor, shall not be less than 1800 square feet.

D) Unless a contrary indication appears on the official map and plat of said subdivision, all corner lots shall have a minimum building setback of 30 feet from each front lot line. Likewise, unless a contrary indication appears on the official map and plat of said subdivision, all other lots shall have a minimum building setback of 30 feet from the front lot line. All buildings on all lots shall be located no closer than 15 feet to the side lot lines, and no closer than

25 feet to the rear lot lines, except for corner lots, on which all buildings shall be located no closer than 15 feet to each non-frontage lot line, unless a contrary indication appears on the official map and plat of said subdivision. In order to prevent confusion or misunderstanding, with regard to the building setback lines applicable to the lots in the subject subdivision, the official map or plat of said subdivision shall control over these protective covenants.

E) All lot conveyances are subject to the reservations of the herein described drainage, maintenance, and utility easements. The perpetual right of maintenance and use for the creation, existence, maintenance, and use of perpetual drainage, maintenance, and utility easements are forever reserved by the signatories hereunder for the use of and benefit of the world and do not flow with the ownership of the lots either at the same time or recordation hereof nor at the time of individual lot conveyances. Unless the official map and plat of said subdivision should indicate to the contrary, a ten(10) foot perpetual drainage and utility easement on the rear, front, and sides of all lots is hereby provided for the use of all suppliers public or private services or maintenance therefore, and such easements in said amount shall be measured from each lot line, interior to the subject lot. In order to prevent confusion or misunderstanding, with regard to the drainage and utility easements applicable to the lots in the subject subdivision, the official map and plat of said subdivision shall control over these protective covenants.

F) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may not become an annoyance or nuisance to the neighborhood.

G) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Storage of trailers, boats, campers, etc., must be maintained out of sight of people using the public streets or thoroughfares within the above described land, and no structure may be constructed nor any activity undertaken for a commercial nature or for a commercial venture.

H) No animals, reptiles, or livestock of any kind, including hunting dogs, shall be raised, bred, or kept on any lot, except that household pets and equine animals may be kept provided they are not kept, bred, or maintained for any commercial purpose or become a nuisance to the neighborhood. All animals should be kept and maintained for pleasure purposes only, with all other restrictions that are not specifically altered with the respect to said lots remaining in full force and effect. So that no confusion arises as to the types of livestock that can be housed in said subdivision, the intent of these restrictive covenants, is to allow the individual home owners to house horses for pleasure purposes only.

I) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

J) No individual water supply nor septic tank system shall be permitted on any lot unless such system is substantially located, by recommendations of the Mississippi Department of Health.

K) Slope control areas are defined as any lot or part of the real property herein above first described on which pine trees and other vegetation have been planted or grown to prevent erosion. Slope control areas shall be preserved. It is the intention of this Section to prevent property owners from denuding the land completely and not replacing the vegetation with other means of retaining the soil. Within these slope control areas, no structure or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. In this regard, it is recognized and hereby recited that Panola County Mississippi, shall have no responsibility for repair or maintenance of drainage channels that may lie outside of areas dedicated for public road rights-of-way.

L) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation 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 property lines and a line connecting them at 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

M) No lot is to be further subdivided.

N) The Architectural Control Committee shall be appointed initially by Tommy Florence. Upon majority of the lots being sold by Tommy Florence to others, the Architectural Control Committee shall be subject to election by the majority vote of all owners in the subject subdivision for a term or terms to be specified by said majority. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. No member of the committee, nor designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

O) Each property owner shall be responsible to maintain and to mow that portion of the street right-of-way that is between the owner's front lot line and the edge of the Panola County, Mississippi for any damage to the road or right-of-way caused during the construction of improvements on said lot owner's property, in each instance.

P) No unused cars, wrecked cars or parts of cars are to be stored on the premises, and no machinery other than machinery common to garden use or lawn keeping or for the operation and maintenance of a residence shall be stored, kept or otherwise maintained on the premises.

Q) No prefabricated structures shall be constructed or affixed on any portion of the lots, it being necessary to individually construct each dwelling or structure on the property, with the

sole exception being the use of pre-engineered and constructed roof trusses.

R) 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 from the date of execution. Upon expiration, these covenants shall be automatically extended for successive periods of ten years each, unless by written instrument signed by 75% of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or agreeing to revoke said covenants. Any of these covenants may be waived in whole or part at any time by an instrument signed of 75% of the then owners of the lots, which has been recorded, agreeing thereto.

S) 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 of any lot in said subdivision shall be vested with the rights under this paragraph.

T) No failure or neglect on the part of the parties hereto or of any owner of the land embraced in said Mossy Oak Cove Subdivision to demand full compliance with these covenants, in the event of a violation, shall be construed as a waiver of such violation, nor shall any such failure or neglect operate as an estoppel to bar the restraint of a continuance thereof or any such future violation of the same or a similar nature, but any such restriction, condition, requirement or provision may be enforce at any time notwithstanding violations thereof; nor shall a waiver of any such provisions, requirements, restrictions or conditions in any particular be deemed a waiver of any other default hereunder, whether of the same or different nature.

U) Invalidation of any one of these covenants by judgement of Court order shall be in no wise affect any of the provisions which shall remain in full force and effect.

MOSSY OAK COVE SUBDIVISION

EUREKA RD



COMMON AREA FORM, TOWN OF FALL
BROOK, CALIF. AND HAS BEEN THE
S.W. CORNER OF SECTION 1, TWP 10-N,
RNG 1-W, SEC 20-10N, 10W, 10E, 10S,
FALLBROOK, CALIF.

BUILDING SETBACK

FRONT YARD - 30'
UNLESS OTHERWISE SHOWN

UTILITY EASEMENT

FRONT YARD - 10'
SIDE YARD - 5'

LEGEND

UTILITY EASEMENT
BUILDING SETBACK
PROPERTY CORNERS

UTILITY SERVICES

EUREKA WATER ASSOCIATION

FALLBROOK VALLEY ELECTRIC POWER ASSOCIATION

DELTA SOUTH

A CENTRAL SANITARY SEWAGE SYSTEM IS NOT AVAILABLE FOR LOTS IN

THIS SUBDIVISION. DESIGN AND LAYOUT FOR A SEPTIC TANK OR OTHER