

**COUNTRYSIDE PLANTATION SUBDIVISION
OF
MADISON COUNTY, MISSISSIPPI**

Restated and Revised Restrictive Covenants

THIS INSTRUMENT combines the original Restrictive Covenants recorded in Book 0365, Page 061, et al and the Outline thereto recorded in Book 0958, pages 497, et al, and replaces the previously Restated and Revised Restrictive covenants recorded in Book 2164, pages 425, et al. The following changes were voted and approved by the members of Countryside Plantation Homeowners Association and are effective as of September 1, 2018. The Restrictive Covenants read as follows:

**RESTATED AND REVISED RESTRICTIVE COVENANTS
FOR
COUNTRYSIDE PLANTATION**

WHEREAS, the undersigned Countryside Plantation Homeowners Association (hereinafter referred to the "CPHA") is the owner of all common area of Countryside Plantation and all lots are now owned by individual persons or corporation situated in Countryside Plantation, Part 1 and Part 2, Countryside situated in Madison County, Mississippi, according to the maps or plat thereof on file and of record in the office of the Chancery Clerk of Madison, Mississippi, in Plat Cabinet "C" at Slide 166; and

WHEREAS, CPHA desires to impose certain Protective Covenants upon said Countryside 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 other good and valuable considerations, said CPHA hereby covenants and agrees with any and all purchases and owners of a lot or lots in Countryside

CPHA 400
PO Box 1088 117.00
Madison, MS 39130 9

Plantation, Part 1 and Part 2, that the following protective and restrictive covenants shall apply to all lots in said Countryside, which are described as follows, to-wit:

Lot 1 through Lot 83, Countryside Plantation, Part 1 and Part 2, Countryside according to the maps or plats thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, in plat Cabinet "C" at Slide 166 reference to which maps or plats in here made in aid of and as part of this description. 1692

1. COMMON AREAS AND HOMEOWNERS ASSOCIATION:

Shown and depicted on the Plat are areas designated as "Common Areas" or "Landscape Areas", which are intended to be set aside as, and declared to be constitute, a village common area of and for the benefit of Countryside Plantation, and as such, shall be held and owned by Oakdale Development, Inc., for the common use, benefit, and enjoyment of those persons who persons who hereafter may own any one or more of the lots in said Countryside.

In conjunction with the development of Countryside Plantation, said CPHA intends to and hereby reserves and retains the right and authority to construct or cause to be constructed permanent decorative signs, permanent decorative fences, and other improvements, the type, design, size, appearance, and exact location of which will be determined solely by the CPHA.

Henceforth all cost incidental to the use, upkeep, improvements, and ownership of "Common Areas", including but not limited to all such cost with respect to the said signs, fences, and other improvements to be constructed thereon, shall be paid by the CPHA until such time as 75% of the lots in Countryside Plantation, Part 1 and Part 2, have been sold, at which time all further cost incidental to the use, upkeep, improvement, and ownership of the "Common Areas" shall be paid through maintenance assessments imposed by the Countryside Plantation Home Owners Association, a Mississippi Nonprofit Corporation,

which subsequent owners and purchasers may organize for the protection and benefit of all purchasers, present and future.

2. LOT USE:

All lots shall be for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any lot other than on detached single-family dwelling not to exceed two stories in height and a private garage or carport for not more than three cars and not less than two cars. No carport shall face any street in said Countryside, and all private garages facing any street shall have garage doors. No mobile homes shall be allowed to be placed on any lot, either temporary 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 as such lots are indicated on the aforementioned Plat or Map. No commercial ventures or businesses may be initiated, effectuated or consummated on any lot within said Countryside. 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 on or residing in the Countryside. All wiring has been run underground and other than those of street lighting, no poles have been erected to mar the appearance of the streets. All service lines from residences to the street, which includes electrical, telephone, and television cables, shall be run underground.

No lot or house shall be used for the purpose of rental or leased property.

3. RESTRICTIONS AS TO QUALITY AND SIZE:

A: No structure shall be erected, altered, placed, or permitted to remain on any residential lot or lots unless it shall possess a minimum of Eighteen Hundred (1800) square feet of heated floor area. Living areas are heated spaces including utility and storage rooms opening directly into the main portion of the house. As to quality, all houses shall comply with or exceed the Minimum Property Standards of the Federal Housing Administration under single-family 203-B program.

B: The exterior of all outbuildings and garages detached from the residential dwelling shall be complimentary to the residential dwelling as to material and quality of workmanship and shall contain a shingle roof. A drawing and desired material list of any proposed outbuilding or garage detached from the residential dwelling shall be submitted to the Board for approval. An exception as to the type of structure could be made if the outbuilding is portable and completely hidden from view from the street or any adjoining neighbor, with board approval.

C: Any building attached to the main house or building shall be of the same material as the main house or building.

D: No metal or particleboard buildings shall be allowed at any time.

4. **NUISANCES:**

A: 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 Countryside.

B: No inoperative machinery, automobiles or other vehicles shall be allowed to remain or to be maintained in any street of Countryside or in any yards, or any lots or upon any driveways to or from any lots.

C: Campers, any recreational vehicles, boats or trailers may be parked only to the rear, screened from front view.

D: All lots shall be kept and maintained in attractive order so as not to become a source of annoyance or nuisance to any person owning property or residing in the said Countryside; the CPHA or appropriate governing agency shall have the power to correct any such nuisance or annoyance with the particular lot owner bearing the cost of the corrective action.

E: No outdoor clothes drying shall be allowed except in areas shielded from view of the streets.

F: All lots must be kept maintained and weeds and grass regularly cut. All lots shall have the sidewalks and driveways free of debris, grass clippings, and uncontrolled grass and weeds.

G: Leash laws should be observed at all times. Excessive noise by pets is discouraged and the owner is responsible to resolve this problem if a problem exists with neighbors.

H: Any battery operated or motor driven vehicles that are not "street legal" or designed to be operated by small children on sidewalks with parental supervision will be reported to law enforcement.

I: CPHA shall have the power to correct any such nuisances or annoyances with the particular lot owner bearing the cost of the corrective action.

5. 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.

6. GARBAGE, REFUSE OR WASTE:

No lot shall be used or maintained as a dumping or collection ground for any item of garbage waste, refuse trash or items of similar nature, except as such items may be present on a given lot for temporary period of time as may be necessary to secure removal thereof from the given lot, and in that circumstance, the same shall be maintained and kept in sanitary conditions.

7. MULTIPLE LOT OWNERSHIP:

No restrictions herein shall prevent any person from owning more than one lot; and in such cases, the set back restrictions as set out by Madison County, Mississippi, shall apply to the outside boundaries of any such lot regardless of whether such outside boundary lines coincide with platted lot lines or not.

8. VISUAL BARRIERS:

No fence wall or lot enclosure may project to a point nearer the street than the front set back lines or the side street set back line, or adjoining property, except that shrubbery not over two feet high may be used to designate a lot line. All fences shall be constructed of wood material that is weather tolerant (not pine) and the design shall be submitted and accepted by the Board PRIOR TO INSTALLMENT. All fences shall be kept in good and proper working order and repair. Chain link and cyclone fences are expressly prohibited. No fences of any type shall be allowed in areas shown to be landscape easements on the recorded map or plat of Countryside.

9. MAIL BOXES:

Mail boxes will be metal and painted green (as specified by CPHA, which is custom to CPHA) to be identified or similar to the original design of the neighborhood. All mail boxes shall be kept in good repair and appearance.

10. SET BACK REQUIREMENTS:

No building shall be located nearer than thirty feet (30') to the front streets. No building shall be located nearer than ten feet (10') to the side lot line on any interior lot. No building shall be located nearer than twenty-five feet (25') to the side yard lot line fronting any street on a corner lot. No building shall be located nearer than twenty-five feet (25') to the rear lot line.

11a. 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 periods of ten (10) years, unless an instrument signed by the below designated quorum of the then owners of the lots shall have been executed, agreeing to change said covenants in whole or part; likewise, any provisions or term of the covenants may be amended at any time in the same fashion and by the same procedure.

11b. NOTICE & QUORUM:

Written notice of any meeting called for purpose of taking action authorized under 11a shall be sent to all Members, or delivered to their residence, not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting will be held more than sixty (60) days following the preceding meeting.

12. 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 person or persons violating or attempting to violate any covenant herein contained, to restrain violation thereof or to recover damages as a result of said violation.

A: CPHA shall have the power to correct any such nuisance or annoyance with the particular lot owner bearing the cost of the corrective action.

B: Annual dues are due beginning July 1 of each year. Any dues not received by July 31st of the current year will be considered late.

C: A 30-day written notice shall be given to any property owner during the month of August or September to correct (pay in full or contact the Treasurer for options) any problems that may arise. If the problem is not corrected or resolved, CPHA will take appropriate action at the cost and expense of the property owner.

D: CPHA will assess a late fee of \$10 per month to the homeowner and a lien will be placed on any property during the month of September if not corrected. All recording fees and late fees will be included.

Board Members at the time of this filing are:

Joe Evans, President
Henry Rust, Vice-President
Paul Martin, Treasure
Marty Williams, Secretary

Deborah Thrasher, Member
Lori Rogillio, Member
Karen Thomas, Member


A handwritten signature in dark ink, appearing to read 'Joe Evans', written over a horizontal line.

Joe Evans, President
Countryside Plantation Homeowner Association

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Joe Evans, who acknowledged to me that he is the president of Countryside Plantation Homeowners Association, a Mississippi non-profit corporation, who having been duly sworn, states on his oath and that the matters and things set forth in this Restated and Revised Restrictive Covenants are true and correct as therein stated, and that he executed the above and foregoing instrument as the act and deed of said Corporation, first being duly authorized so to do.

SWORN TO AND SUBSCRIBED before me this 19 day of October, 2018.



NOTARY PUBLIC

MY COMMISSION EXPIRES:

