

THE OFFICE OF COMMISSIONER OF REVENUE
STATE OF MISSISSIPPI
P. 003/003

BLACK LOG VALLEY ESTATES

IT IS FURTHER AGREED BY AND BETWEEN the parties hereto, the Grantors and Grantees herein, being their intention to provide for the preservation of the natural beauty, primitive characteristics and seclusion of the property heretofore described, that the said premises, shall be and remain under and subject to the following conditions, covenants and/or restrictions which shall run with the land/lot and be binding upon the Grantees herein, their heirs, devisees, executors, administrators, successors and/or assigns:

1. No swine, fowl, goats, sheep, cattle or other animals, except household pets housed within the dwelling unit hereon erected, shall be kept upon the premises herein conveyed. Horses are allowed. NO kennels of any kind are permitted;

2. The said land/lot herein conveyed shall not be subdivided, and no more than one (1) dwelling unit shall be erected/placed thereon with garage no larger than said dwelling unit;

3. No commercial enterprise or venture shall ever be established or maintained on said premises except small family enterprises/ventures compatible with the general character/nature of the development, nor shall said premises be used for any offensive, dangerous, noisy and/or malodorous occupations; nor shall said premises be used or occupied in any objectionable manner, it being understood and agreed that the use of said premises shall be limited to recreational and/or residential purposes;

4. One (1) utility building with a maximum of two hundred fifty (250) square feet of floor space can be erected/placed on the premises herein conveyed provided said utility building be located to the rear of said dwelling unit/garage;

5. The premises herein conveyed shall be kept free from debris, waste water, garbage, junk, unlicensed vehicles and other refuse. Recreational vehicles will be permitted; however, mobile homes will be allowed only with developers prior approval;

6. All property owners within the Grantors development shall have reasonable general use of the roads within the development to access own property. Accordingly, each lot owner shall be responsible for the pro rata maintenance of that portion of the road within his property line or, in the event of a road being the dividing line between two (2) properties, each lot owner shall be responsible pro rata for maintenance of one-half (1/2) of the road dividing said lots;

7. It is recognized that the character and beauty of Grantors development is enhanced by the trees growing thereon. Therefore, trees may be removed for driveways, dwelling units, septic systems, fire and safety purposes and/or disease control, but otherwise a reasonable number of trees shall be maintained or preserved upon each lot. No trees shall be removed until lots are fully paid for without written permission of Grantors/Developers;

8. The dwelling on each property shall be erected/built on property observing the following set-backs: fifty (50) feet from front and back of property line, thirty (30) feet from side to side of property line;

9. The preservation and support of wild game, wild life and their habitat is encouraged; and,

10. The Grantors herein, i.e. the Developers of the Shoemaker-Minnich Black Log Valley Estate Subdivision, reserve for themselves and/or owners of Lots 1 through 7, the right to place a locked gate across the proposed fifty (50) foot wide right-of-way at the following two (2) locations, as shown on the before referenced Sarge Subdivision Plan:

1. Eastern boundary line of Lot 7, on the condition that all present and/or future lots owners of Lots 1 through 7 be given a key for the locked gate; and,

2. Eastern boundary line of Lots 1 and 4 with a key thereto issued only to owners of Lots 1 and/or 4.

No hazardous waste is presently being disposed of or has ever been disposed of by the Grantor or to the Grantor's actual knowledge on the premises hereby conveyed. This statement is made in accordance with the provisions of the Solid Waste Management Act 97 of 1980, H.B. 1840.

AND the said Grantors hereby covenant and agree that they will warrant **SPECIALLY** the property hereby conveyed.