

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONE OAK ESTATES (this "Declaration") is made as of _____, 2018 by LONE OAK ESTATES, LLC, a Mississippi limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Madison County, Mississippi, being more particularly described on Exhibit A attached hereto (the "Property"), and Declarant has created and developed thereon a residential community commonly known as Lone Oak Estates (the "Lone Oak Estates"); and

WHEREAS, Lone Oak Estates consists of single-family residences constructed on lots (each, a "Lot"), located on the Property, being more particularly shown and designated on the Plat attached hereto and made a part hereof (the "Plat");

WHEREAS, Declarant desires to provide for the preservation of the values in Lone Oak Estates and for the maintenance of certain areas as may be designated by the Declarant and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth (sometimes referred to as the "Covenants and Restrictions"), each and all of which is and are for the benefit of the Property and each owner of a Lot ("Owner" or "Lot Owner"); and

WHEREAS, the primary purposes of this Declaration and for foremost consideration in the origin of same has been the creation of a desirable residential community, pleasing to visit and functionally convenient, Declarant has deemed it desirable for the efficient preservation of the values in said community, to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the Covenants and Restrictions and collecting and disbursing any assessments or charges as may be created pursuant to the provisions hereof.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, leased, sold, conveyed and occupied subject to this Declaration and the Covenants and Restrictions, to-wit:

Section 1. Uses. The Property shall be used for single family residential purposes only, and no residence shall be built on any Lot other than single family homes and related community facilities, as Declarant may determine. All homes built must contain a minimum of two thousand four hundred (2,400) square feet of heated and cooled living area, together with an attached or detached garage.

Section 2. Restrictions. No structures shall be erected altered or replaced or permitted to remain on any Lot other than a single-family residence, together with the usual and customary outbuildings such as garages, barns, and "guest house" as set forth herein. All buildings erected on any Lot shall be of new construction and approved in writing by Declarant. Each Lot shall not be subdivided further, and only one (1) residence per Lot shall be allowed;

provided, however, one (1) residence for guests (i.e., a “guest house”) per Lot shall be allowed, one (1) barn, and one (1) workshop/detached garage (“workshop”) per lot shall be allowed. Any guest house must contain a minimum of one thousand (1,000) square feet of heated and cooled living area and shall be constructed of the same materials as the main single-family residence. Any barn or workshop shall be constructed on the south side of the primary residence and shall not front Highway 22. Further, no workshop with living quarters or “barndominium” may be used as the primary residence. The term “residential purpose” as used herein shall be construed to exclude among other things, hospitals, duplex houses, apartment houses, garage apartments, and to exclude commercial and professional use, including any office in the home and by and this Declaration does hereby prohibit such usage. Notwithstanding anything contained herein to the contrary, this Declaration does not prohibit any community facilities of Declarant.

Section 3. Set Backs. All residences constructed on a Lot shall be set back a minimum of one hundred (100) feet from the front lot line, one hundred (100) feet from each side lot line and one hundred (100) feet from the rear lot line, unless approved in writing by the Declarant. Except as otherwise approved by the Declarant, any other building located on any Lot shall (i) comply with same setbacks, (ii) be constructed out of the same material as the residence, and (iii) if not enclosed, shall be screened from the front and side street(s).

Section 4. Disposal Systems. A sewerage disposal system shall be installed by the Owner of a Lot in conjunction with the construction of any single-family residence on a Lot. Such sewerage disposal system shall adequately meet all septic requirements associated with such Lot, including, without limitation, those requirements and requisite approvals imposed by Madison County, Mississippi.

Section 5. Manufactured Housing. No trailer, “Manufactured Home”, or mobile home shall be placed on any Lot. “Manufactured Home” as used herein, means any residence which as a whole or in components is fabricated elsewhere and moved to the parcel, or is classified as a “shell house” or in common parlance is referred to as a “Jim Walter” house.

Section 6. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done that is or will be a nuisance to the neighborhood.

Section 7. Easements. Declarant hereby reserves the following easements for utilities and drainage over and across the Lots as follows: as shown on the attached and any recorded plat. The easements are reserved for drainage and for the construction, maintenance, and repair of a system or systems of electrical power, natural gas, telephone, communication, sewer, storm-sewer and water lines. Neither the Declarant, its successors or assigns, nor Madison County, Mississippi, nor any utility company using the easements herein referred to, shall be liable for any damage done by them, their agents, employees or contractors, to shrubbery, trees, flowers, or other property of any Owner situated on the land covered by said easements, except to restore the surface of the land to reasonably the same conditions as before.

Section 8. Utility Titles. The title conveyed by the Declarant to purchasers of Lots in Lone Oak Estates shall not in any event be held or construed to include the title to the water,

gas, sewer, TV or other communication transmission cables, electric light, electric power, telephone, telegraph line, poles or conduits or any other utility or appurtenances thereon constructed by the Declarant, its successors or assigns, or by any utility company upon said Property. The right and easement to maintain, sell, assign, repair, or lease such lines, utilities, and appurtenances erected by the Declarant, its successors or assigns, to any public service corporation or any other parties is hereby expressly reserved by the Declarant.

Section 9. Trash. No trash or refuse may be stored, thrown or dumped on any Lot or any other portion of the Property.

Section 10. Livestock. No swine (hogs) or other non-domestic animal may be kept on any Lot; provided, however, up to one (1) horse or cattle per two and one-half (2.5) acres may be kept inside a fenced enclosure on a Lot. Any other farm animals shall be approved in writing by Declarant.

Section 11. Dogs/Cats. The care and housing of a large number of dogs and kennels is prohibited, provided, however, dogs and cats regularly housed at the residence of an Owner shall be permitted. Regardless of number, the keeping of said animals shall in no way constitute an annoyance or nuisance to Lone Oak Estates or to any Lot Owner.

Section 12. Building Materials. No building materials of any kind or character may be placed or stored upon any Lot for more than three (3) months, except with the consent of the Declarant, prior to the time the Lot Owner commences construction of its improvements. Thereafter, all building materials on said Lot shall be stored in a neat, orderly, and unobtrusive manner or properly screened, and said building materials shall be limited to that which is reasonably necessary for the construction of, or the maintenance of, the residence or other buildings located thereon. Construction debris shall not be permitted to litter any Lot during the course of construction. Further, concrete blocks and asbestos siding as building materials for an exterior finish are prohibited without Declarant's prior express written consent.

Section 13. Signs. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot, except (i) "For Sale" signs not exceeding thirty-six (36) inches by forty-eight (48) inches, (ii) signs identifying the owner of the property not exceeding two (2) square feet in size, (iii) signs of Declarant advertising and/or identifying the Property or any Lot for sale, and (iv) as otherwise permitted by the Declarant.

Section 14. Vehicles. No equipment, cars, trucks, or other movable vehicles (including trailers) which require payment of taxes and purchase of license plates shall be kept on any Lot unless the Lot Owner has paid taxes on such vehicles. Those disabled vehicles not requiring the payment of taxes and purchase of license plates or which are not in operating condition shall not be permitted to be kept on any Lot and shall be removed therefrom.

Section 15. Fences. All fencing and fences along the front of the lots (fronting Highway 22) shall be iron or wooden rail fences, and shall be constructed from iron, cedar, cypress, redwood, pressure treated pine, or such other material as shall be approved by Declarant prior to construction. Barbed-wire fencing shall be permitted on the sides and back of any Lot.

Section 16. Reserved.

Section 17. No Construction Over Easements. No structures shall be erected on any portion of a Lot which is subject to any easement, except for driveways.

Section 18. Reserved.

Section 19. Reserved.

Section 20. Lot Maintenance and Upkeep.

A. Each Owner shall maintain its Lot in a neat and attractive manner. Upon the Owners' failure to do so, the Declarant may, at its option, after giving the Owner thirty (30) days prior written notice sent to his last known address, have any grass, weeds and vegetation cut and have dead trees, shrubs and plants removed from any Lot when and as often as the same is necessary in Declarant's sole judgment. The costs of such cutting and/or removal shall be for the account of the Owner, payable with ten (10) days of invoice thereof. Declarant's remedy may be superseded by the regulations and rules promulgated by the Association or as may be established by Declarant or the Lot Owners as provided herein.

B. Each Owner shall maintain its Lot in such condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement shall be in effect from the beginning of site preparation and shall continue through the establishment of and maintenance of permanent vegetative cover. Owner understands and agrees that Declarant is not responsible for any damage suffered by any Owner as a result of site preparation work carried out by a Lot Owner or by such Owner's agents, employees, or subcontractors and Owner agrees to defend and hold Declarant harmless from any such damages or claim of damages sustained in connection therewith.

Section 21. Reserved

Section 22. Architectural Approval.

A. All construction plans (including plot, landscape and renovation plans) shall be submitted to the Declarant for approval prior to any improvement or landscaping thereof. Notwithstanding the provisions of Section 3, because of Lot configurations, the Declarant reserves the right to approve the location (to be built or rebuilt) of any structure on each Lot. A complete set of building and landscape plans and specifications and a site plan of the location of any improvements shall be delivered to the Declarant prior to commencement of construction and no construction shall commence until all such plans shall have been approved in writing by Declarant as being in conformity and harmony with the design and location of Lone Oak Estates and existing structures and in compliance with this Declaration, all of which shall be at the sole discretion of Declarant. All exterior construction of homes and buildings must be commenced within six (6) months of approval (or such approval will lapse) and once commenced, construction must be completed within one (1) year from the date commenced, subject to Declarant's approved extensions. After completion, such construction shall be appropriately cared for and well maintained for the benefit of all Lot Owners.

B. Declarant reserves the right to assign such rights as shall be vested in Declarant by virtue of this Paragraph to an Architectural Review Committee established by the Association referenced in Paragraph 24(B) infra.

C. Plan Approvals. Neither the Declarant nor any architectural committee shall be liable for damages to any person submitting requests for construction or architectural approval or to any Lot Owner or other person by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. Architectural approval maybe refused on any reasonable grounds, including aesthetic conditions.

Section 23. Temporary Structures. No temporary structures (trailers, mobile homes) shall be placed on any Lot. Campers, motor homes, trailers and large boats must be kept in enclosed garages or otherwise tastefully screened from view (as taste is defined by Declarant), except as Declarant shall otherwise approve.

Section 24. Homeowners Association.

A. Declarant reserves the right to organize and establish, or to permit the Lot Owners, with Declarant's prior written approval, to organize or establish the Lone Oak Estates Homeowners' Association (the "Association"), for the purpose of effecting the interest, purposes, and objectives of Declarant and this Declaration.

B. Every person or entity who owns any Lot or property in Lone Oak Estates shall be a member of the Association, if any when formed, and shall abide by its Articles of

Incorporation and Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall have responsibility for the maintenance and upkeep of any common areas, the maintenance, upkeep and operating expenses of the entrance ways to Lone Oak Estates, enforcement of these covenants, the determination of assessments and the collection thereof, and such other matters as its membership shall approve. Each Lot Owner shall pay to the Association its annual or special assessment for the expenses of the Association applicable to his or her Lot, together with reasonable interest, and collection charges and attorneys' fees and expenses in the event collection becomes necessary and does hereby grant to the Association a continuing lien upon such Lot for payment of such expenses. Such expenses are also the personal obligation of the Lot Owner, but delinquent assessments shall not pass to purchaser unless expressly assumed by them. The lien for assessments shall be subordinate to the lien of any recorded first mortgage or first deed of trust upon any Lot. Assessments shall be fixed by the Association in accordance with the Articles of Incorporation and Bylaws of the Association.

C. Neither Declarant nor any Lot shall be subject to such assessment until voluntarily sold to a third party. Either the Declarant or the Association, through its Board of Directors, may further subordinate the Association's liens for assessments and other charges whenever it is reasonable to do so.

Section 25. Declarant Rights and Reservations. Declarant may designate a representative to exercise any rights held by Declarant herein, or may assign to any person or entity or association its rights in whole or in part; or may subject additional properties to these Covenants from time to time in its discretion, by appropriate instruments recorded in the office of the Chancery Clerk of Madison County, Mississippi, as provided in Paragraph 26(B) infra. No provisions in this Declaration or the Articles of Incorporation or Bylaws of the Association, and no Lot Owner shall interfere with the right of Declarant to market, to sell, to lease, to construct or permit to construction, to relocate or alter any Lot line so long as the minimum Lot size provided for herein is not violated, to complete or alter improvements or refurbish any common areas as may be established by Declarant or the Association or any portion of the property owned by Declarant, or alter any construction plans and designs, or add others and to add other property or phases to the project deemed advisable by the Declarant. Such right shall include, but not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as maybe reasonably necessary for the conduct of Declarant's business or completion of the work or sale or lease of the Lots to others. By acceptance of a deed to a Lot or any portion of the Property, each Lot Owner acknowledges that Declarant's activities may constitute a temporary or permanent inconvenience to any Lot Owner and each Lot Owner consents thereto. No consent or approval of any Architectural Committee established by the Association or any Lot Owner shall be required for any structures constructed by Declarant or any activities of Declarant. Notwithstanding anything to the contrary in this Declaration, including any amendments hereto, the written approval of Declarant shall be required before any amendment is made to this section of this Declaration so long as Declarant owns any portion of the Property, including any Additional Property, subjected to this Declaration. Declarant shall be entitled to the nonexclusive use of the Common Areas, without further cost, for access, egress, ingress, use or enjoyment, in order to show the Property to its prospective purchasers or lessees and/or to dispose of the same. Each Lot Owner hereby grants to Declarant, by acceptance

of the deed to such Lot Owner's Lot, an irrevocable special power of attorney to execute and record all documents and maps necessary to allow Declarant to exercise its rights under this section. This section shall be effective for so long as Declarant owns any portion of the Property (including any Additional Property) or any Lot subject to this Declaration.

Section 26. Intentionally Omitted.

Section 27. Intentionally Omitted.

Section 28. Construction. This Declaration, including all Covenants and Restrictions and reservations appearing herein, as well as those in any deed for any Lot, shall be construed together, but if any one of the same shall be held to be invalid or for any reason not enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect. Further, the headings herein are for convenience only, and shall have no bearing on the enforceability of the provisions of these covenants.

Section 29. Leasing Prohibition. No Lot Owner may lease the residence or guest-house located on any Lot. Notwithstanding the foregoing, a Lot Owner may temporarily lease such Lot Owner's entire Lot, including the residence and any guest house, for an aggregate period of up to six (6) consecutive months, if such Lot Owner is actively attempting to sell its Lot. In order to afford itself of the provisions in this Section 29, a Lot Owner's Lot must be actively listed on the Multiple Listing Service (MLS) or such other nationally-recognized listing service as may be approved by Declarant.

Section 30. Duration. This Declaration, and the Covenants and Restrictions contained herein, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant and any Lot Owner, and their respective legal representatives, heirs, successors, and assigns, for an initial term ending December 31, 2075, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the then Lot Owners has been recorded in the Office of the Chancery Clerk of Madison County, Mississippi, agreeing to abolish and terminate this Declaration and the Covenants and Restrictions set forth herein. Notwithstanding the foregoing, no such agreement to abolish and terminate this Declaration and the Covenants and Restrictions set forth herein shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment and termination.

Section 31. Amendments. Notwithstanding anything contained herein to the contrary, this Declaration and the Covenants and Restrictions set forth herein may be amended, modified and/or supplemented either: (i) by the Declarant, at any time prior to December 31, 2075, or (ii) by the affirmative vote of not less than sixty-seven percent (67%) of the Lot Owners. In each case, any such amendment shall be evidenced by a document in writing, properly executed and recorded in the Office of the Chancery Clerk of Madison County, Mississippi. Provided, however, in no event shall any amendment affect, subordinate, or be in derogation of Declarant's rights as reserved in Paragraph 25 and/or 26.

Section 32. Enforcement of Declaration.

A. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner, lessee or other persons, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owners of the Lot where such structure or improvements is located or who otherwise causes such violation, if the violation is not corrected by such Owners within thirty (30) days after written notice of such violation. Any person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Paragraph 24 above. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

B. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (i) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorney's fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of any Owner under this Declaration or otherwise specified in this Declaration, including Paragraph 24, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association, and each Owner by acceptance of a deed or other conveyance document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

Section 33. Severability. Invalidation of any article or section of this Declaration, or any Covenant or Restriction set forth herein, whether by judgment or court order, shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

Section 34. Captions and Gender. The captions contained in this Declaration are for convenience only are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 35. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered five (5) business days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided, however that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

WITNESS THE SIGNATURE OF THE DECLARANT, effective as of the date first set forth above.

DECLARANT:

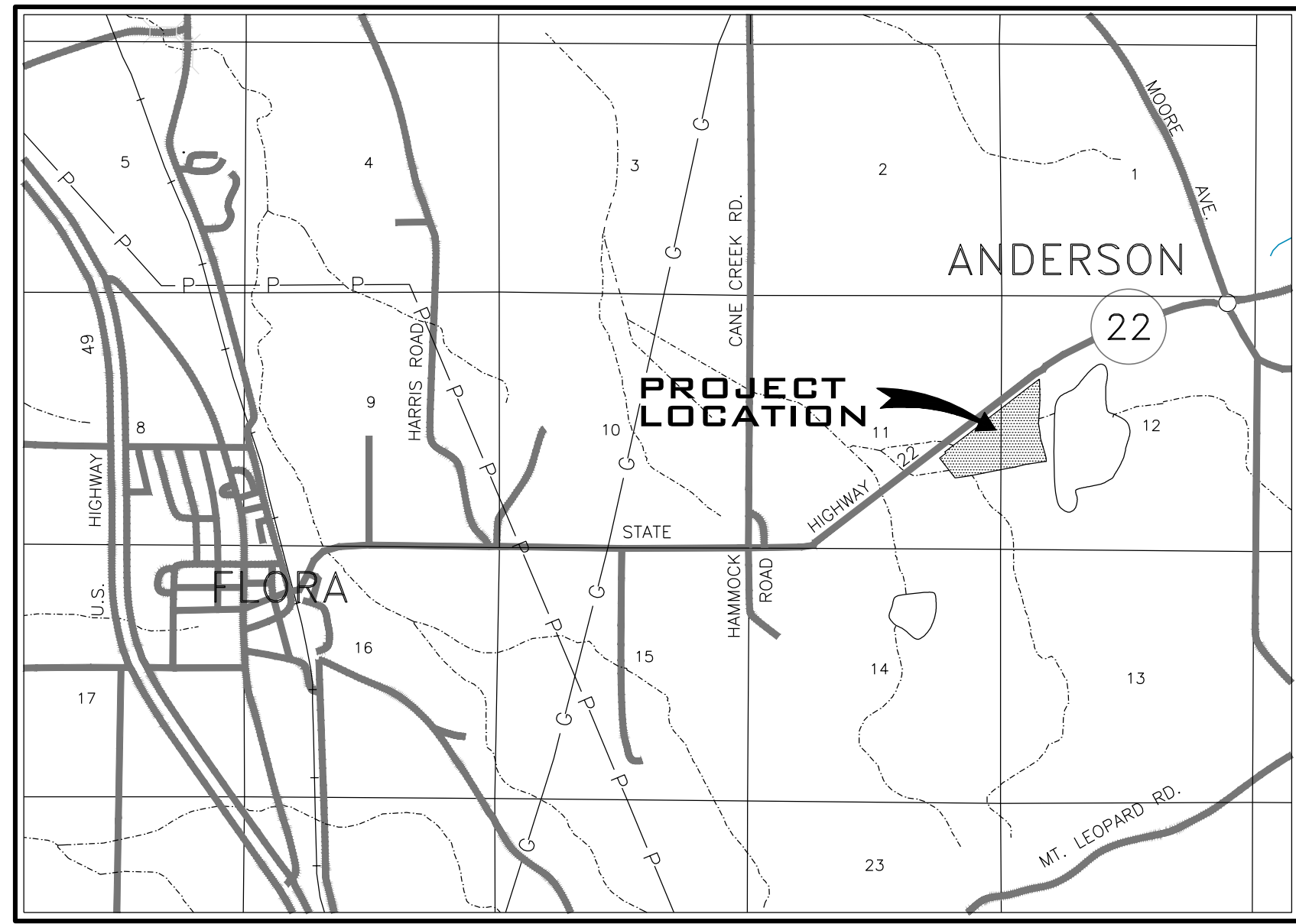
LONE OAK ESTATES, LLC,
A Mississippi limited liability company

By: _____
Paul Hopper, Member

STATE OF MISSISSIPPI
COUNTY OF MADISON

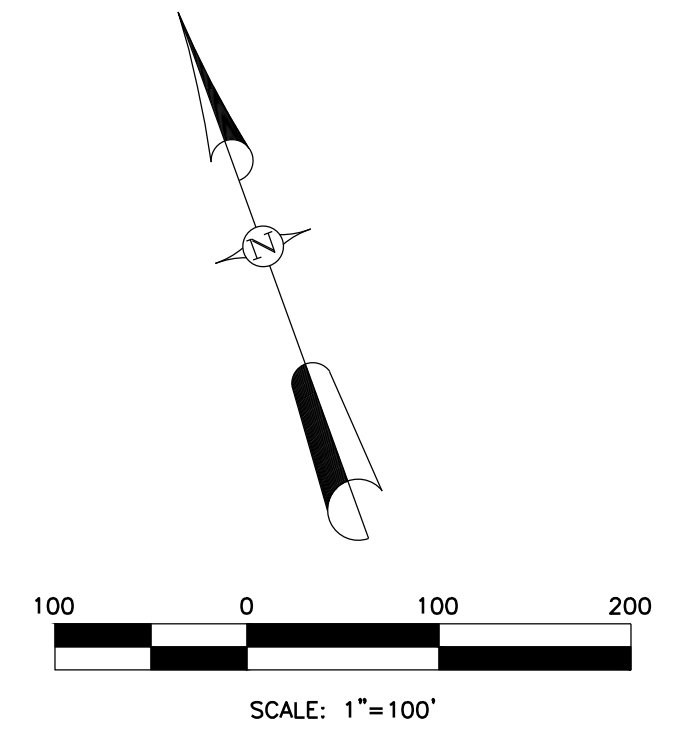
Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2018, within my jurisdiction, the within named Paul Hopper who acknowledged he is Member of Lone Oak Estates, LLC, and that in said representative capacity he executed the above and foregoing instrument after first having been duly authorized so to do.

Notary Public



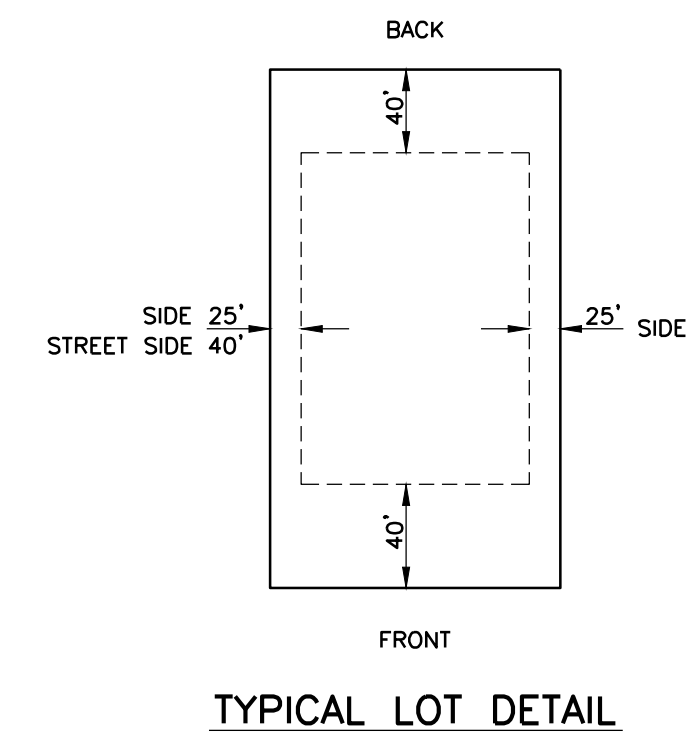
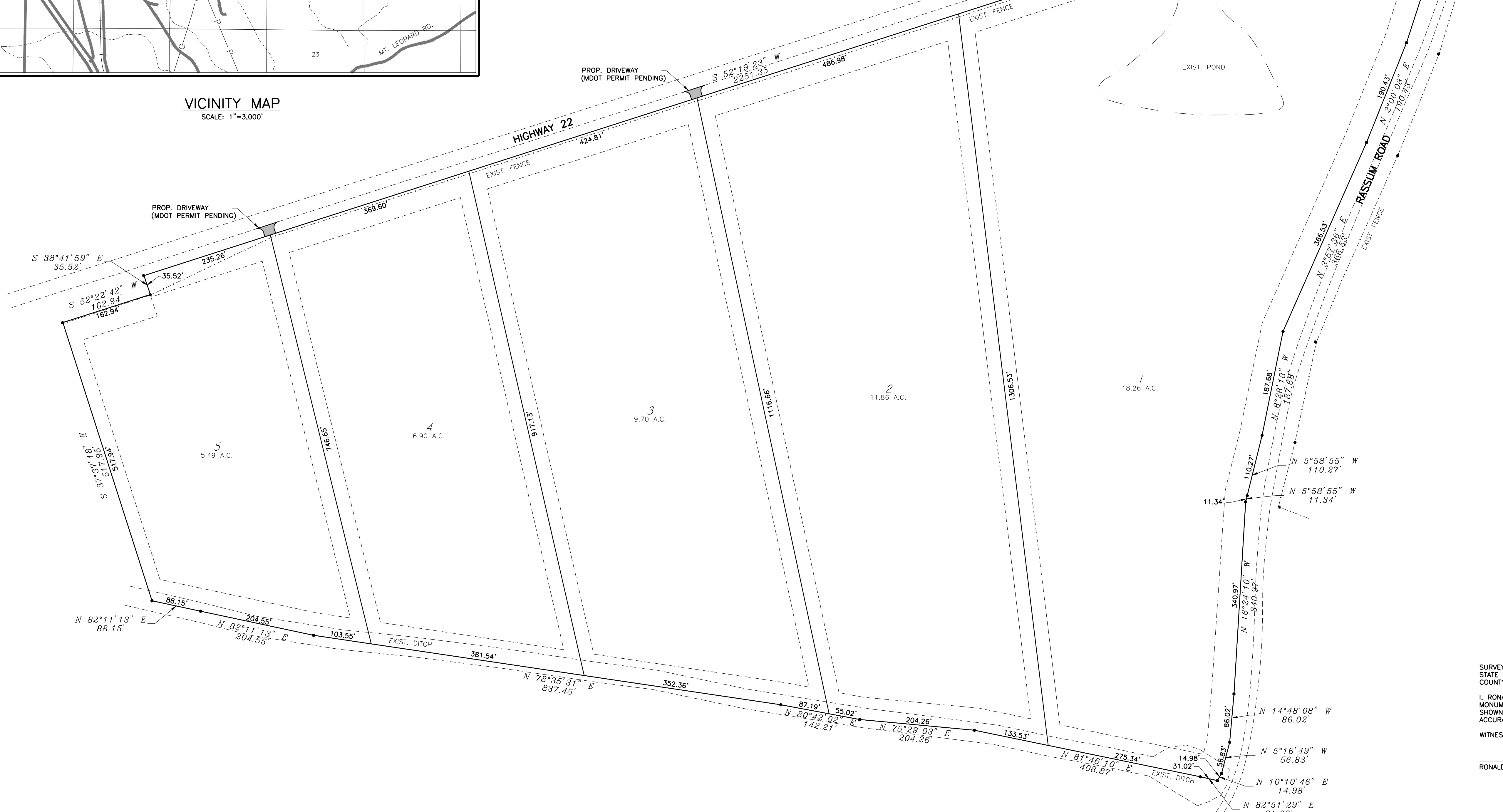
VICINITY MAP
SCALE: 1"=3,000'

CH = S 52°51'21" W
R = 7870.43
ARC = 214.21'
CHORD = 214.20'



OWNER:
HOPPER PROPERTIES
12 WOODGATE DR., STE. A
BRANDON, MS 39042
PH. 601-724-1435

NOTES:
THE TOTAL AREA FOR THIS PARCEL IS 52.22 ACRES.
THIS PARCEL OF LAND IS SITUATED IN FLOOD ZONE X, WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, ACCORDING TO F.I.A. COMMUNITY PANEL NO. 28089C0390F AND NO. 28089C0370F, MADISON CO., MISS. DATED MARCH 17, 2010.
BUILDER(S) SHALL MAKE EVERY EFFORT TO KEEP EXISTING PUBLIC ROADS FREE AND CLEAN OF DEBRIS DURING CONSTRUCTION.
BUILDER SHALL CONTACT MISSISSIPPI ONE CALL SYSTEM TO LOCATE AND MARK ALL UNDERGROUND UTILITIES BEFORE ANY EXCAVATION IS PERFORMED ON SITE.



SURVEYOR'S CERTIFICATE OF COMPLIANCE
STATE OF MISSISSIPPI
COUNTY OF MADISON
I, RONALD C. McMASTER, JR., PROFESSIONAL ENGINEER AND SURVEYOR, DO HEREBY CERTIFY THAT THE MONUMENTS AND MARKERS SHOWN HEREON ARE IN PLACE ON THE GROUND AND THE PLAN AND PLAN SHOWN AND DESCRIBED HEREON ARE A TRUE AND CORRECT REPRESENTATION OF A SURVEY TO THE ACCURACY DESIGNATED IN THE SUBDIVISION REGULATIONS FOR MADISON COUNTY, MISSISSIPPI.
WITNESS MY SIGNATURE THIS THE 25th DAY OF MAY, 2018.
RONALD C. McMASTER, JR., PROFESSIONAL ENGINEER AND SURVEYOR

Revisions				
#	Date	Nature	By	Appl.

Project No.	M-2592	Designed By	R.C.M.
Date	5-25-18	Drawn By	C.G.
Scale	SEE ABOVE	Checked By	R.C.M.

LONE OAK ESTATES
MADISON COUNTY, MISSISSIPPI



212 WATERFORD SQUARE
SUITE 300
MADISON, MS 39110
601.605.1090

NOT FOR
CONSTRUCTION

PRELIMINARY PLAT
1