

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
PART ONE (B), LOTS 2 THROUGH 27, INCLUSIVE,
AND LOTS 32 THROUGH 47, INCLUSIVE,
AND LOTS 64 THROUGH 69, INCLUSIVE,
PROVIDENCE SUBDIVISION
MADISON COUNTY, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS: that Landmark of Madison, LLC, a Mississippi limited liability company, is the owner of real property located in Madison County, Mississippi, more particularly described as follows:

Lots 2 through 27 inclusive, and Lots 32 through 47, inclusive, and Lots 64 through 69, inclusive, Part One (B), PROVIDENCE SUBDIVISION as shown by a map or plat thereof, which has been filed with the Chancery Clerk of Madison County, Mississippi, and is recorded in Cabinet D, Slot 183, of the plat records of said county reference to which map or plat of this description, the same being a part of Section 24, Township 8 North, Range 1 East, Madison County, Mississippi,

(hereinafter, the "subdivision") does hereby publish and declare that the real property shown on this plat shall be held, conveyed, sold, leased, used, occupied and improved subject to the covenants, conditions and restrictions incorporated herein.

It is the intent of Landmark of Madison, LLC, to develop this property, as a residential subdivision to be known as Providence Subdivision, Part One (B). To provide for preservation of values and amenities in this development and for the maintenance of certain common areas and facilities to be developed within it, the Developer desires to subject the real property as herein described to the covenants, conditions and restrictions contained in this Declaration, each and all of which are for the benefit of the Developer and any person or other entity purchasing or otherwise

acquiring an ownership interest therein, their respective heirs, legal representatives, successors, or assigns. For the purpose of preserving the values and amenities of the development, the Providence Property Owners Association, Inc, a not for profit corporation under the laws of the State of Mississippi has been formed to have the powers and duties of owning, operating, maintaining and administering the common areas, facilities and services within Providence Subdivision, administering and enforcing the covenants, conditions and restrictions contained herein and imposing the associated charges and assessments in payment therefor by all lot owners.

The covenants, conditions and restrictions contained in this Declaration shall be deemed to run with and bind the land. The lots in this Subdivision are identified as lot numbered 2 through 27 inclusive; 32 through 47, inclusive; and 64 through 69, inclusive, and all dimensions are shown in feet and inches on the final, recorded plat. All public streets and utility easements specifically shown or described on the plat are dedicated to the County of Madison for their usual and intended purposes. Easements and sites reserved for the common use and enjoyment of the property owners are dedicated to the Providence Property Owners Association, Inc. as indicated on the plat. The covenants, conditions and restrictions contained in this Declaration shall inure to the benefit of and be enforceable by Landmark of Madison, LLC, its successors and assigns, and any person acquiring or owning an interest in said property. Developer in order to provide for the imposition upon Providence, Part One (B), (Expansion Property), of mutually beneficial restrictions and covenants for the benefit of all Owners in Providence Subdivision and to provide for reciprocal restrictions and easements among and for the benefit of all Owners, hereby declares all Lots 2 through 27 inclusive; 32 through 47, inclusive; and 64 through 69, inclusive, designated as Providence, Part One (b) to

be "Expansion Property" as defined in Article II, Property Subject to This Declaration; Section 2, "Expansion Property" of the Declaration of Covenants, Part One (A), Lot 1 and Lots 48 through 63 Inclusive, and Lot 70 and Lots 193 through 211, Inclusive, and Lots 297 through 303, Inclusive, Providence Subdivision, as recorded in the Office of the Chancery Clerk of Madison County, Mississippi, at Book 1847, Page 249, and First Amendment to Declaration of Covenants, Conditions and Restrictions, Part One(A), Providence Subdivision, as recorded in the Office of the Chancery Clerk of Madison County, Mississippi, at Book 1863, Page 536. The Developer, Landmark of Madison, LLC, hereby desires and elects that Providence, Part One(B) shall be considered "Expansion Property" and come under the terms and conditions of the Declaration. In regard to this election, all Lots (2 through 27 inclusive; 32 through 47, inclusive; and 64 through 69, inclusive) designated as Providence, Part One(B), shall be subject to the covenants, restrictions, rules and regulations of the Providence Property Owners Association, Inc.

**ARTICLE I
PROTECTIVE COVENANTS
LOTS 2 THROUGH 27, INCLUSIVE,
AND LOTS 32 THROUGH 47, INCLUSIVE,
AND LOTS 64 THROUGH 69, INCLUSIVE
PART ONE (A), PROVIDENCE SUBDIVISION**

SECTION 1. LAND USE AND BUILDING TYPE. All lots shown on the recorded plat of Providence, Part One (B) , Lots 2 through 27 inclusive; Lots 32 through 47, inclusive; and Lots 64 through 69, inclusive), the "Subdivision", shall be known, described and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots herein designated in said Subdivision other than one single family residential unit constructed for the

purpose of housing not to exceed one family, not exceeding two (2) stories in height along with customary outbuildings, such as garage, carport or storage building, either separated with or in connection with the main dwelling.

SECTION 2. RESIDENTIAL PURPOSE. The term "residential purpose" shall generally be defined as single-family homes, and shall exclude any and all home occupations and commercial and professional uses, and among other things, group quarters, beauty parlors, mechanics, auto or lawn mower repair shops, garage apartments, apartment houses, duplex and multifamily residences, profit or nonprofit nursing homes, churches, schools, and other similar private or charitable enterprises. Any and all such usages of this property are hereby expressly prohibited. However, this paragraph shall not prohibit use of a portion of a residence as a part-time professional office, provided that no signs advertising such use are posted on or about the premises, no person other than members of the family residing on the premises shall be engaged in such occupation; there is no change in the outside appearance of the premises or other evidence of such home occupation; no equipment or process is used in such home occupation which creates noise, vibration, glare, fumes, odors, electrical interference detectable to the normal senses of the lot; no additional traffic is generated in the Subdivision because of such use, and an annual permit for such use is obtained from the appropriate governing authority. No noxious or offensive trade or hobby activities, including automotive repair visible from the front street, shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to other property owners within the Subdivision.

SECTION 3. TIMELY CONSTRUCTION. The exterior of all structures and grounds related thereto within the Subdivision must be substantially completed in accordance with the plans and specifications approved by the Developer within twelve months after construction of the same is commenced, except where such completion is impossible or is the result of matters beyond the control of the Developer or builder, such as strikes, casualty losses, national emergencies or acts of God.

SECTION 4. EROSION CONTROL. The Lot Owner, whether it be the home builder during construction or home owner, is responsible for control of soil erosion from his lot onto any public street within the Subdivision.

SECTION 5. BUILDING LOCATION. No building, or extension or part thereof (excluding exterior air conditioning equipment), shall be erected on any residential lot in the Subdivision nearer than thirty (30) feet from the front lot line; or nearer than twenty (25) feet from the rear lot line; or nearer than ten (10) feet from the side lot line of such lots, as shown on the recorded Plat. Driveways shall not be considered as an extension of the structure for the purposes of setbacks. Driveways may intrude upon the front, side and rear setback requirements. Eaves of buildings located within the setback lines provided in this paragraph may extend across setback lines, but shall not extend across any other lot lines.

SECTION 6. DWELLING SIZE. Heated and cooled living area minimum square footage for main residential structure in the Subdivision shall be not less than one thousand six hundred (1,600) square feet. The Developer may approve up to a ten-point- three percent (10.3%) square foot minimum variance at its discretion. For the purpose of determining heated and cooled living area,

porches (other than glass enclosed), garages, and storage areas, shall not be included in determination of livable heated and cooled floor area of each residence.

SECTION 7. SIDEWALK REQUIREMENT. All lots shall be required to have a brushed concrete sidewalk at least forty-two (42) inches wide and four (4) inches thick along the property line and set back at least two(2) feet from the back of the curb within the street right-of-way and shall extend along the street frontage. Said sidewalk shall be installed prior to close of final inspection of any house constructed on each lot.

SECTION 8. GARAGES OR CARPORTS. Each single family structure shall be required to have a covered off street parking facility for not less than two automobiles. Any car storage area that is front loading from the street must be in the form of an enclosed garage. If the car storage area is located in the rear of the house, it may be a carport. Any enclosed garage must be equipped with an automatic opening and closing device.

SECTION 9. PRIVACY FENCING. All privacy fencing materials and location must be approved by the Architectural Control Board. Fencing material must be of treated wood and conform to height and design as specified by the Architectural Control Board.

A. Installation of chain-link, cyclone, or other wire fencing is not permitted. No fence, wall or hedge shall be placed on any of the said lots nearer to any street than is permitted for the house on said lot. Developer, or the Association, reserves the right to remove or cause to be removed, at Owner's expense, any fence, hedge, wall or other structure which interferes with the visibility required for the safe flow of vehicular traffic.

B. An exception to the Subdivision standard privacy fencing will be the installation

by Developer of any type of fencing he may choose to enclose certain perimeters of the overall Subdivision or decorative fencing to enhance the visible appearance of the Subdivision

SECTION 10. VISIBILITY OF MECHANICAL EQUIPMENT. No mechanical equipment, such as a filter system or vacuum system for swimming pools, shall be located so as to be visible from the street and must be enclosed by treated wood fencing: except, however, an air conditioning compressor used in connection with the main Living Unit may be located on the side of such dwelling, provided that the unit is screened from street view by shrubbery or by Subdivision standard privacy fencing. No air conditioning compressor may be located on the front of any structure facing the street.

SECTION 11. OUTBUILDINGS. Outside storage buildings are permitted and shall be located to the rear of the main Living Unit: however, there shall be no outside storage building placed on any lot unless the backyard is fully enclosed by privacy fencing. No outside storage building shall exceed a height of seven (7) feet and must be specifically approved by the Architectural Control Board.

SECTION 12. ANCILLARY STRUCTURES. All ancillary structures, including garages, storage buildings, gazebos, hot-houses, and pool or patio covers must be approved by the Architectural Control Board. No garage or outbuilding on said property shall be used as permanent residence or living quarters.

SECTION 13. MAIL BOX REQUIREMENT. All mail boxes shall be of a standard design

as approved by the Architectural Control Board. Said residential mail box shall be installed prior to close or final inspection of any house constructed on any lot.

SECTION 14. LANDSCAPING REQUIREMENT. There shall be a minimum of landscaping installed around each house to be constructed on said Lot. This minimum landscaping shall be determined by the Architectural Control Board.

SECTION 15. LOT APPEARANCE. Each owner shall maintain the appearance of his Lot in high quality condition, and will provide and maintain landscaping on all easements and utility boxes located on his lot. The grass, flowers and shrubbery must be kept in orderly fashion. Grass, weeds and vegetation on each lot owned shall be kept mowed at regular intervals by Owner so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lot. This requirement applies to all Lots owned before and after a home is built upon the Lot. Should any Owner refuse or neglect to comply with the terms of this paragraph, the Developer, or its assign, may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the Owner of such lot shall be obligated immediately to reimburse the Developer, or its assign, for the cost of such work, which cost shall be considered a "Restorative Assessment" and shall constitute a lien upon the Lot.

SECTION 16. EXTERIOR TV AND RADIO APPARATUS. No TV satellite dishes or similar apparatus may be installed on any lot. No radio or TV antennas may be installed which extend above the main structure's roof line. Any deviation from this restriction shall require approval of the Architectural Control Board. Excepted are satellite disks no larger than eighteen (18) inches in diameter.

SECTION 17. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, tent, basement, shack, barn or other outbuilding shall be used on any lot in the Subdivision at any time as a residence, either temporarily or permanently, not shall any such structure be visible from the street.

SECTION 18. LOT SUBDIVISION.

A. No lot or lots platted in the Subdivision may hereafter be subdivided: however, nothing in this paragraph shall prohibit the building of a residence on any lot of said Subdivision as originally platted.

B. In the event an Owner of two or more contiguous lots desires to construct one Living Unit occupying a portion of both lots, then the covenants, conditions and restrictions contained herein shall apply as if the contiguous lots were one single lot.

SECTION 19. EASEMENTS.

A. Easements for installation and maintenance of utilities, drainage facilities and green belt preservation are reserved as shown on the recorded plat.

B. In addition, Developer reserves a five foot easement for utility purposes on all lot lines.

C. Without written approval of the Architectural Control Board: (1) No privacy fencing shall intrude in such easement; and (2) No live trees shall be cut or removed from easements. If an approved fence is placed upon an easement and it becomes necessary for a utility company, County of Madison, Town of Madison to enter that easement, all costs for removal of and replacement of such fence shall be borne by the Lot Owner.

SECTION 20. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats or other household pets may be kept, provided that such are not kept, bred, or maintained for any commercial purpose. All pets must be kept on a leash and under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents. All pets must be properly vaccinated and registered with appropriate public authorities. Any outside enclosures for dogs, cats, or other household pets shall be located behind the rear of the Living Unit, shall be screened from public view and shall be maintained in a sanitary condition, all in accordance with the general rules and regulations of any governing authority.

SECTION 21. VEHICLES & RECREATIONAL EQUIPMENT. Campers, camper trailers, recreational vehicles, boats and/or boat trailers, trailers and trucks shall be stored within the confines of the carport or garage, or behind privacy fencing. All such vehicles and recreational equipment must not be visible from the street.

SECTION 22. COMMON AREAS. All common areas, park and pond areas are under the control of the Association.

SECTION 23. SIGNAGE. No sign of any kind shall be displayed to the public view on any lot without consent of the Developer, except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period, said sign to be located within the confines of the lot.

SECTION 24. GUNS, FIREARMS, WEAPONS. No guns, firearms or weapons of any kind, including but not limited to, handguns, rifles, shotguns, BB and pellet guns, pistols, bows and arrows, sling-shot or other weapons shall be allowed on any street or Common Area or discharged

anywhere within the confines of the Subdivision.

SECTION 25. NUISANCES. No noxious or offensive trade or activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECTION 26. DUMPING OF WASTE. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

SECTION 27. SANITATION. The use of privies, septic tanks, cesspools or disposal plants for disposal of sewerage is prohibited. The use of outdoor toilets is prohibited, except during construction. All homes constructed in the Subdivision must be connected to the existing public sewerage system maintained by Bear Creek Water Association.

SECTION 28. WATER SYSTEMS. No individual water supply systems shall be permitted on any Lot. All homes constructed in the Subdivision must be connected to the installed water supply system operated by Bear Creek Water Association.

SECTION 29. STRUCTURAL ALTERATIONS, ADDITIONS AND EXTERIOR COLOR. If a Lot Owner desires to alter, deviate, change exterior appearance, enclose or incorporate additions of any type, including but not limited to, addition of carport or garage, which deviate from the original plans and specifications as filed with the Developer, or Architectural Control Board, the Lot Owner must submit revised plans and specifications indicating location, materials, color selection, design and location plat to the Architectural Control Board for approval prior to commencement of construction of such alteration, change, deviation, exterior change, enclosure or addition. This

requirement shall also apply to exterior color changes. It is the Developer's intent to maintain an attractive, harmonious appearance to said Subdivision.

ARTICLE II GENERAL PROVISIONS

SECTION 1. SEVERABILITY. All of the conditions, restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any Lot to which they apply shall be construed together; but, if any one of the same shall be held to be invalid by judgment of court decree, or for any reason is not enforced or enforceable, none of the other restrictions or covenants shall be affected or impaired thereby, but shall remain in full force and effect.

SECTION 2. ENFORCEMENT. If any Owner of any Lot, or his heirs, devisees, and assigns or successors shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said Lots in the Subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. In such an event, the Owner of the Lot or Lots causing the violation or upon which the violation occurs, shall pay all attorneys fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants, and regardless of whether suit is actually filed, all such fees, costs and expenses shall be a lien upon the Lot and improvements. Failure by the Developer, or by the Association, or by any Owner to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 3. TERM These covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time these covenants shall be automatically extended thereafter for successive ten (10) year periods. At any time the Developer, or seventy-five per cent (75%) of the Lot Owners in said Subdivision, may by written instrument filed and recorded in the Office of the Chancery Clerk of Madison County, Mississippi, agree that these Covenants shall be terminated or change in whole or in part.

SECTION 4. CONSENT. After a one (1) year period following the sale of the last Lot owned by the Developer, all consents required in this Declaration from the Developer shall be transferred to the Association, whose consent shall be required in lieu of the Developer's consent.

EXECUTED this 12 January, 2005

LANDMARK OF MADISON, LLC



Michael E. Johnson, Manager

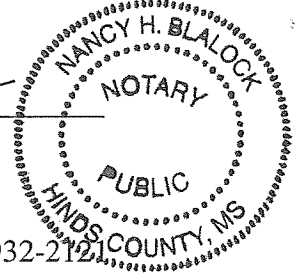
STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for said county and state, on this 12th day of January, 2005, within my jurisdiction, the within named MICHAEL E. JOHNSON, who acknowledged that he is Manager of Landmark of Madison, LLC, a Mississippi limited liability company, and that in said capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public State of Mississippi At Large
My Commission Expires: December 19, 2008
Bonded Thru Heiden, Brooks & Garland, inc.

BOOK 1871 PAGE 0775

Nancy H. Blalock



My Commission expires

*1021
61*

Notary Public

This instrument prepared by:

Landmark of Madison, LLC, P. O. Box 12004, Jackson, MS 39236, telephone: (601) 932-2121

INDEXING INSTRUCTIONS:

NW 1/4 & SW 1/4 of SW 1/4
Section 24, T8N,R1E
Madison County, Mississippi

MADISON COUNTY MS This instrument was
filed for record 2005, Jan 12, at 11:30A.M.

Book 1871 Page 762
ARTHUR JOHNSTON, C. C.

BY: *[Signature]* D.C.

