

RESTRICTIVE COVENANTS

1. These covenants, restrictions and limitations are to run with the land, and shall be binding on all parties and all persons claiming under them.
2. If the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions and limitations herein, it shall be lawful for any other person or persons owning any real estate situated in the subdivision to promote any proceedings at law or in equity against the persons violating or attempting to violate any such covenants, restrictions and limitations, and either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants, restrictions, and limitations by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
4. All numbered lots are to be known and described as residential lots only.
5. No obnoxious or offensive trade or activity shall be carried on upon any lot in the subdivision, nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood.
6. All construction begun in this subdivision shall be continuously carried through to completion within twelve months except in those instances where delay is caused by a natural disaster or by an act of God.
7. No inoperative or unlicensed vehicles, or parts of same, shall be permitted. No motor vehicle or any other vehicle including a boat, motor, boat trailer, lawn mower, tractor, or similar vehicle may be stored on any lot for the purposes of repair and no A-frame or motor mount may be stored on any lot. No repair of automobiles or any other vehicles on, including those enumerated in any of the restrictions shall take place on any lot where such repairs constitute or are done for commercial purposes.
8. All buildings must comply with building set back lines as shown on the plat of the subdivision and with the building setback requirements of Tate County.
9. No dumping or accumulation of trash, garbage, discarded personal effects, or other debris shall be permitted.
10. Buyer is responsible for his own driveway culvert at road right-a-way and must have installation approved by Tate County Highway Department.
11. Each lot shall be for single family residential use with customary outbuildings and/or agricultural use with no structure being used for any type of business or commercial enterprise other than a "Home Business" as permitted by Tate County.
No more than one residence may be located on any lots of 5 acres in size and smaller. Any lot 5 acres and larger may have more than one residence (equal to restrictive covenant #16) and this only in compliance with the requirements of the Tate County Planning Commission and Health Departments.
12. The owner and/or its heirs, successors, or assigns assume no responsibility or liability for any accidents, illnesses, or any damage of any kind or character occurring on any property belonging to said owners and/or their heirs, successors or assigns in said subdivision.
13. All improvements located on said lots shall be painted or stained upon erection unless they are constructed of material such as brick, etc. which do not require the same.
14. All waste disposal and sewage handling and treatment systems must be approved by and meet all State of Mississippi and Tate County Health Departments. No waste of any kind shall be allowed to accumulate or drain into any street or stream.
15. Left blank intentionally.
16. All residences erected on the property must contain a minimum of 1200 square feet of ground floor indoor heated area, and shall be constructed of new material and completed within twelve months after construction begins. Other permitted residences shall include double wide mobile homes, sectional mobile homes, or modular homes which have a minimum of 1200 square feet and shall be no older than 1 year at the time of placement on the property. No other mobile homes are permitted. No single wide mobile homes may be joined together or have additions built on to them for the purpose of meeting the minimum square footage requirement. All homes must be firmly anchored and fully under-skirted with masonry or siding that matches the siding of the home within forty-five days after moving the home onto said property. Concrete block houses are prohibited.
17. No incomplete or shack type structures shall be permitted on the property, and no camper type trailer, tent or shack may used either temporarily or permanently as a dwelling.
18. No animals may be raised or kept for commercial purposes. Household pets may be kept provided they are not kept, bred, or maintained for commercial purposes and must be kept and maintained in accordance with Tate County and all applicable laws. All swine, goats and cattle are prohibited. Horses will be permitted on lots of 3 acres and larger with no more than one animal per acre.
19. The area designated on this plat as park area on recorded plat is hereby dedicated/ designated as a common area to be for the exclusive use of the residents of Bennett Place Subdivision, and it shall be utilized by the residents as a park area for their general use and enjoyment.

For the consideration of the dedication and use of this park area for residents of Bennett Place Subdivision as stated above, the residents of Bennett Place Subdivision and their invites shall indemnify and hold harmless the owners/developers of Bennett Place Subdivision from any claims, demands or causes of action of any type or nature whatsoever, arising out of their use of this dedicated common area.