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STATE OF MISSISSIPPI  
COUNTY OF PIKE

**DECLARATION OF COVENANTS AND RESTRICTIONS.  
FOR  
RUSLAND VILLAGE**

THIS DECLARATION made and executed on this the 22<sup>nd</sup> day of July, 2004, by Ron Rushing, Managing Member of Rusland, LLC (Developer):

WITNESSETH as follows, to-wit:

WHEREAS, the Developer is the owner/developer of certain real property located in Pike County, Mississippi, being more particularly described as follows:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 7 EAST, PIKE COUNTY, MISSISSIPPI;

THENCE SOUTH ZERO (00) DEGREES, SIXTEEN (16) MINUTES, FIFTY-SEVEN (57) SECONDS WEST AND ALONG THE EAST LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, 1441.28 FEET; TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 48 (A STATE HIGHWAY) SAID POINT BEING ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF ELEVEN (11) DEGREES, THIRTEEN (13) MINUTES, THIRTY-EIGHT (38) SECONDS, A RADIUS OF 3044.35 FEET, A CHORD BEARING OF NORTH THIRTY-THREE (33) DEGREES, TEN (10) MINUTES, THIRTY-SEVEN (37) SECONDS WEST AND A CHORD DISTANCE OF 595.60 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, AND EAST RIGHT-OF-WAY LINE NORTHWESTERLY 596.55 FEET;

THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH FORTY (40) DEGREES, FIFTY-SIX (56) MINUTES, FORTY-FIVE (45) SECONDS WEST, 714.12 FEET;

THENCE NORTH SEVENTY (70) DEGREES, THIRTY-SEVEN (37) MINUTES, FOURTEEN (14) SECONDS EAST, 385.36 FEET;

THENCE NORTH THIRTEEN (13) DEGREES, TWENTY-SEVEN (27) MINUTES, EIGHTEEN (18) SECONDS WEST, 396.55 FEET;

THENCE NORTH SIXTY-SEVEN (67) DEGREES, THIRTY-SEVEN (37) MINUTES, TWENTY-SEVEN (27) SECONDS EAST, 560.17 FEET;

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THENCE NORTH ZERO (00) DEGREES, FOUR (04) MINUTES, THIRTY (30) SECONDS EAST, 988.18 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27;

THENCE NORTH EIGHTY-NINE (89) DEGREES, FOURTEEN (14) MINUTES, FORTY-TWO (42) SECONDS EAST AND ALONG THE NORTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 1,318.16 FEET TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27;

THENCE SOUTH ZERO (00) DEGREES, EIGHTEEN (18) MINUTES, FORTY-SIX (46) SECONDS EAST AND ALONG SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 1,325.94 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27;

THENCE SOUTH EIGHTY-NINE (89) DEGREES, FIFTY-ONE (51) MINUTES, SEVENTEEN (17) SECONDS WEST AND ALONG SAID SOUTH LINE TO THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, POINT ALSO KNOWN AS THE POINT OF BEGINNING (POB);

SAID PARCEL OF LAND IS LOCATED IN THE EAST 1/2 OF SECTION 28 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, ALL IN TOWNSHIP 3 NORTH, RANGE 7 EAST, PIKE COUNTY, MISSISSIPPI AND CONTAINS 56.10 ACRES MORE OR LESS.

**LESS AND EXCEPT:**

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 7 EAST, PIKE COUNTY, MISSISSIPPI;

THENCE SOUTH ZERO (00) DEGREES, SIXTEEN (16) MINUTES, FIFTY-SEVEN (57) SECONDS WEST, AND ALONG EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28 1,331.28 FEET TO THE POINT OF BEGINNING (POB);

THENCE CONTINUE SOUTH ZERO (00) DEGREES, SIXTEEN (16) MINUTES, FIFTY-SEVEN (57) SECONDS WEST AND ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, 109.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MISSISSIPPI HIGHWAY 48 (A STATE HIGHWAY), AND A POINT ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF TWO (02) DEGREES, TWENTY-ONE (21) MINUTES, FIFTY-FIVE (55) SECONDS, A

RADIUS OF 3044.35 FEET, A CHORD BEARING OF NORTH TWENTY-NINE (29) DEGREES, TWENTY (20) MINUTES, TEN (10) SECONDS WEST AND A CHORD DISTANCE OF 125.67 FEET;

THENCE NORTHWESTERLY AND ALONG SAID CURVE TO THE LEFT, AND EAST RIGHT-OF-WAY LINE, 125.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28;

THENCE NORTH EIGHTY-NINE (89) DEGREES, FIFTY-ONE (51) MINUTES, SEVENTEEN (17) SECONDS EAST AND ALONG SAID NORTH LINE 61.71 FEET TO THE POINT OF BEGINNING (POB);

SAID PARCEL OF LAND IS LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 7 EAST, PIKE COUNTY, MISSISSIPPI AND CONTAINS .077 ACRES MORE OR LESS.

and;

WHEREAS, the Owner/Developer wishes to create and carry out an orderly and uniform plan of development of the above referenced property, and hereinafter referred to at times as "Rusland Village", to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Developer desires that each time said properties are sold or leased that all improvements erected thereon, whether by Developer or any other Owner, shall comply with the protective covenants contained herein and other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the Properties covered herein; and

WHEREAS, the purpose of such Covenants and Restrictions is to enhance the charm and beauty of the surroundings, to insure the property development and use of each building site within said property, to protect the Owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient set-backs from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep, not provided by the County of Pike of street or streets running through said properties; and in general to provide for a high quality of improvement on said property in accordance with orderly development plans, and;

NOW, THEREFORE, Developer does hereby public and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations

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shall be deemed to run with the land described herein and shall be a benefit and a burden to Developer, its successors, and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. **LAND USE AND BUILDING TYPES:** No lot shall be used for any purpose other than residential. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private detached building for use as a garage, utility building, or wood working shop. Such a building shall be constructed to be compatible with the main structure. No portable buildings. No commercial establishments or commercial advertising (other than signs advertising the property for sale) shall be placed thereon and no activity that creates a nuisance shall be allowed.

2. **ARCHITECTURAL CONTROL:** No fence or wall shall be erected or placed in the front yard of any lot, or on any lot nearer to any street than the minimum building set back line as specified in this document. No fence or wall situated on interior portion of Rusland Village shall be placed on any portion of a lot higher than seven (7) feet from the ground. Fences shall be constructed of wood, brick, or other approved material. No chain link, barbed wire or cyclone fences are allowed.

3. **DWELLING COST, QUALITY AND SIZE:** No residence shall be constructed on any lot in Rusland Village which contains less than 1,800 square feet of heated floor space, exclusive of open porches, garages, patios, breezeways, etc. All carports, or sides of carports which face the street, must be enclosed and have garage doors. Driveways must be constructed of concrete, wash rock, gray rock, or asphalt.

4. **BUILDING LOCATION AND DESIGN:**

A. No building shall be erected on any lot nearer to the front lot line than sixty (60) feet, nor nearer the side lot line than thirty (30) feet. Developer may allow an exception in situations where lot size or design requires an exception.

B. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C. All buildings shall face the street, except that on corner lots, the building may face either street, or may be set so as to face the corner made by the two streets.

D. No building may be used as a dwelling or residence prior to the exterior wall and roof being covered and finished with building material generally accepted in the surrounding area as a finished material. Finished materials shall include brick, building blocks, wood (except plywood), vinyl siding or stucco, but shall not be limited to these materials. Wood, when used as a part of the exterior wall or roof shall not be considered finished material until it has been stained or painted with the proper number of finished

coats of paint or stain.

E. All fireplace chimney exteriors extending from the roof must be enclosed within a mortar, brick material, or wood chaise.

F. In constructing or causing to be constructed a residence on any lot or parcel in Rusland Village, a lot or parcel Owner shall not substantially duplicate the exterior elevation, design or architecture of any other residence whether existing or in the process of being constructed in Rusland Village. The plans for the residential structure to be constructed on all lots and parcels in Rusland Village shall be submitted to Developer for his approval, and such approval shall be required prior to the commencement of the construction, such approval shall not be unreasonably withheld. A copy of such plans shall be furnished to the Developer for his files without cost to him.

G. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of the construction for an unreasonable period of time.

H. It is contemplated that a water system shall be constructed by Developer. In the event no water system is available, water wells shall be permitted temporarily, only until such time as a water system is available. No water well shall be permitted on any lot after a water system is available, and the lot owner must join said water association and obtain water from said association. This restriction shall not prevent the Developer from designating any part of the property described herein for the purpose of developing a community water system thereon to serve the property or other property in close proximity of the property or dedicating any such property to some other authority or company for the purpose of developing a water system to serve the property. Septic tanks shall be used for sewerage purposes only so long as no community sewer system is available to serve the property. All septic tanks must meet Mississippi State Board of Health specifications with regards to location, etc. prior to the construction of a dwelling.

5. **LOT AREA AND WIDTH:** No lot on this recorded plat shall be subdivided in any manner, unless lot owner owns more than seven (7) acres and may be subdivided only once in an amount of not less than a three and one-half (3 ½) acre lot.

6. **EASEMENT:** Easements for public utilities and/or drainage are reserved over, across, and under the property. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lots except for

those improvements for which a public authority or utility company is responsible.

7. NUISANCES:

A. No obnoxious or offensive activity 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.

B. The parking of large commercial vehicles in the development on a lot or on the street is prohibited, except for temporary delivery vehicles.

8. TEMPORARY STRUCTURES: No structure such as a trailer, mobile home, tent, shack, garage, barn, or other outbuilding shall be permitted on any lot at any time as a residence permanently. Any temporary structures used during the construction of the main dwelling shall be allowed for a term not to exceed six months.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

10. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Any animals kept as household pets shall be confined to the owner's property and shall not represent a nuisance or threat to neighbors or passersby.

11. GARBAGE AND REFUSE DISPOSAL:

A. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No structure or disposal device may be placed on a lot or the street to store garbage or rubbish except for ordinary storage or trash cans. Any storage or disposal device that is unsightly or a nuisance to neighbors, owners or Developer will not be allowed.

B. Inoperative vehicles or appliances may not be abandoned or allowed to remain on the premises.

C. No toxic or hazardous substances may be placed or stored on any portion of the property.

12. TERMS AND AMENDMENTS: 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 twenty-five (25) years from the date these covenants are recorded, after which time said

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covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Notwithstanding anything contained herein to the contrary, the covenants, Conditions and Restrictions of this Declaration may be amended and/or changed with the consent of seventy five percent (75%) of the Lot Owners if amended and/or changed during the twenty five (25) year period of this Declaration, and thereafter said Covenants may be amended and/or changed or terminated with the consent of at least seventy-five percent (75%) of the Lot Owners, and in each case such amendment shall be evidenced by a document in writing bearing each of their signatures. All amendments, if any, shall be recorded in the Office of the Chancery Clerk of Pike County, Mississippi.

13. **ENFORCEMENT:** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

14. **SEVERABILITY:** Invalidation of any one of these covenants by judgement of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

15. **UTILITIES:** All electrical, cable and telephone service lines from their distribution point, at the right-of-way of the street, to the main distribution panel located at the dwelling, shall be underground. Any other electrical, cable and telephone service lines, located on the interior of any lot or parcel shall be underground.

16. **APPEARANCE:**

A. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment, except air conditioning compressors, shall be located so as to be visible from neighboring houses nor from the street.

B. No television antenna, satellite dish, radio receiver or similar device shall be allowed that is erected in an unsightly manner, nor shall radio or television signals, nor any other form of electromagnetic radiation be permitted to originate from any lot which may unreasonably interfere with the reception or other signals within the property; provided however, that Developer shall not be prohibited from installing equipment necessary for master antenna, security cable television, mobile radio, or other similar systems within the property.

C. All RVs, campers, motor homes, or recreational vehicles must be kept in an enclosed structure.

17. **OTHER RESTRICTIONS:**

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A. Entrance in and exit out Rusland Village shall be by existing and platted roadways only. No Owner will be allowed to build a private road from his property to a public road.

B. No tree shall be removed, except for the construction of a driveway and home site, without prior written approval from Developer.

C. There shall be no construction, fill matter, or fences placed on County drainage right-of-ways without the prior approval of the appropriate county drainage authority.

This the 22nd day of July, 2004.

RUSLAND, LLC

BY: [Signature]  
RON RUSHING, MANAGING MEMBER

STATE OF MISSISSIPPI  
COUNTY OF PIKE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of July, 2004, within my jurisdiction, the within named RON RUSHING, who acknowledged that he is MANAGING MEMBER of RUSLAND, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



My Commission Expires:

[Signature]  
NOTARY PUBLIC

Notary Public State of Mississippi At Large  
My Commission Expires: May 11, 2005  
Bonded Thru Heiden, Brooks & Garland, Inc.



STATE OF MISSISSIPPI  
PIKE COUNTY  
I CERTIFY THIS INSTRUMENT WAS FILED AND RECORDED  
2004 JUL 22 PM 3:54  
IN REPLY TO... OR UCC...  
WITNESSES TO THE HAND SEAL  
[Signature]