

DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS OF
STILL WATER SUBDIVISION

Robert E. Bledsoe and Carolyn C. Bledsoe, husband and wife, owners of all of the lots in the Still Water Subdivision to the City of Greenville, Washington County, Mississippi, being the property shown upon a map or plat of said Subdivision filed for record in the Office of the Chancery Clerk of Washington County, Mississippi, contemporaneously with this instrument, for the purpose of maintaining the residential character and use of the property, and for the purpose of maintaining fair and adequate property values in said Subdivision, do by these presents dedicate said Subdivision to said City subject to the following restrictive covenants and conditions:

1.

All of the lots in said Subdivision are bounded on the South-west sides thereof by a private lake owned by the undersigned, which lake is not dedicated hereby for use by the general public but shall remain the private property of the undersigned subject to the rights, privileges and obligations of purchasers of lots in said Subdivision as follows:

So long as said lake remains in existence, every owner of a lot or lots in said Subdivision shall have a right and easement of enjoyment in and to the lake frontage adjacent to his property, and in and to use of the lake itself for swimming, fishing and boating purposes, and the like, which easement shall be an inseparable appurtenance to and shall pass with title to each lot in said Subdivision; provided, however, no owner of any lot shall use or permit to be used in or on said lake any boat equipped with any sort of motor or engine except electric trolling motors, nor shall any lot owner build any pier or similar structure adjacent to or on said lake or lake shore except in conformity with plans which are approved in writing by the undersigned or their designee, assignee, heirs or devisees. Every lot owner shall be responsible

for keeping the grass neatly mowed on his lot or lots down to the waterline of the lake to maintain the natural beauty of the lakefront, and no lot owner shall deposit any refuse, trash or effluent of any kind into the waters of said lake, or do or permit to be done any other thing which would be obnoxious or a nuisance to the other lot owners or which would detract from the scenic beauty of the lake. Except to the extent of the rights herein granted to lot owners, the undersigned shall have and retain full ownership and control of said lake, including the right to drain and/or fill same, change the size, character and aspect of same, and do any and all other things with respect thereto.

2.

No lot shall be subdivided unless for the purpose of providing a building lot greater in area than the lot or lots subdivided. There is an old protection levee along and upon the Northeast side of the lots in said Subdivision, and no owner of any lot or lots shall remove, tear down, or change the height of said levee except to the extent reasonably necessary for constructing private driveways onto their respective lot or lots.

3.

No dwelling (except garages, guest house, or similar auxiliary buildings) shall be erected with an enclosed heated area of less than 1500 square feet, exclusive of porches, terraces, storage areas and attached garages, with the following exceptions: (a) two-story single family dwellings must provide such an enclosed heated area with not less than 800 square feet being on the ground level; and (b) one-and-one-half story single family dwellings must provide such an enclosed heated area with not less than 1000 square feet being on the ground level.

4.

No dwelling shall be erected upon any lot for a cost less than \$50,000.00 (exclusive of lot cost) based upon the cost level prevailing at the time that these covenants are filed for record,

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and only single family dwellings shall be permitted in the Subdivision.

5.

All dwellings in said Subdivision shall be constructed so that the front thereof faces southwest, toward the lake, and so that the rear thereof faces northeast, toward the old protection levee and county road. The front of all dwellings shall not extend further south than the sewerage and utility easement as shown on the aforesaid plat, and the rear of all dwellings shall not be closer than 20 feet from the centerline of the old protection levee (except as to Lot 6, upon which the dwelling shall not extend closer than 10 feet from the centerline of the old protection levee). No dwelling shall be erected nearer than 15 feet to any outside or interior side lot line. No dwelling shall be erected or constructed in any manner which would interfere with the old protection in violation of Paragraph 2 hereof, anything in this Paragraph 5 to the contrary notwithstanding.

6.

An auxiliary building may occupy no more than 800 square feet. A permitted auxiliary building shall be located a minimum of 20 feet from the principal building and a minimum of 5 feet from a side lot line. A detached garage shall be located a minimum of 20 feet from the centerline of the protection levee (except as to Lot 6 where any such garage shall be a minimum of 10 feet from the centerline of said levee), and a minimum of 15 feet from any side line. Provided, however, no auxiliary building may be constructed in any manner which would interfere with the protection levee, in violation of Paragraph 2.

7.

All easements reserved for utility purposes, as shown upon the plat filed herewith, shall remain unobstructed.

8.

No structures of a temporary character, including, but not limited to, trailers, shacks and tents shall be permitted to be erected, placed, parked, or otherwise, for use for residential purposes, either temporarily or permanently.

9.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

10.

These covenants shall run with the land and shall be binding upon the owners of each and every lot, and their successors in interest, for a period of 25 years from the date of this instrument, and shall be automatically extended thereafter for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots in this Subdivision shall have been placed of record, prior to the expiration of the said period of extension thereof, terminating or changing, in whole or in part, these protective covenants. These covenants may be amended at any time by an instrument signed by not less than two-thirds (2/3) of the lot owners.

11.

In the event of a violation or attempted violation of any of these covenants or restrictions, any person, firm or corporation owning any one or more lots in this Subdivision may institute proceedings in any Court of competent jurisdiction against any person, firm or corporation violating or attempting to violate the same, either to restrain such violation or attempted violation, or to recover damages therefor, if any shall have been sustained, or for both.

12.

Should any one or more of the foregoing covenants and restrictions be invalidated by Court action, or otherwise, the

remaining covenants or restrictions shall not be thereby affected, but shall remain in full force and effect according to their respective terms.

WITNESS our signatures, this the 16 day of December, 1977.

Robert E. Bledsoe M.D.
Robert E. Bledsoe

Carolyn C. Bledsoe
Carolyn C. Bledsoe

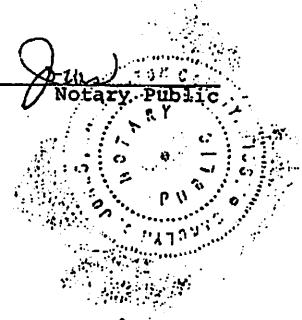
STATE OF MISSISSIPPI
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Robert E. Bledsoe and Carolyn C. Bledsoe, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned and for the purposes therein stated.

Given under my hand and official seal, this the 16 day of December, 1977.

Carolyn B. Jones
Notary Public

My Commission Expires:
4/18/78



STATE OF MISSISSIPPI, County of Washington:

I, R. L. Taylor, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of Jan, 1978, at 8:50 o'clock A. M., and was duly recorded on the 4 day of Jan, 1978 Book No. 1380 on Page 745 in my office.
Witness my hand and seal of office, this the 4 day of Jan, 1978
By R. L. Taylor Clerk
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