

RESTRICTIVE AND PROTECTIVE COVENANTS
TIDE WATER, PART TWO4192
INDEXED

WHEREAS the undersigned, Tide Water Properties, a Mississippi General Partnership composed of Northpointe, Inc., a Mississippi Corporation and Treasure Cove Development Co., Ltd., a Mississippi Limited Partnership; and Caraway Enterprises, Inc., a Mississippi Corporation are the owners of that certain parcel of land lying and being situated in Madison County, Mississippi being more particularly described as Lots 1 through 76 of Tide Water, Part Two a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Cabinet B in Slot 74; and

WHEREAS said owners do desire to impose certain restrictive and protective covenants upon said land in addition to the protective covenants placed on said property by Treasure Cove Development Co., Ltd. dated April 2, 1981 and recorded in the aforesaid Chancery Clerk's office in Book 480, at Page 500 and also those covenants dated January 21, 1983 and of record in the aforesaid Chancery Clerk's office in Book 527 at Page 513.

NOW THEREFORE in consideration of the premises and other good and valuable consideration the undersigned owners do hereby covenant and agree with all future owners of a lot or lots in said Tide Water, Part Two, that the following Protective Covenants shall apply to all lots in said subdivision, to-wit:

1. There shall be no minimum side yard lot set-back lines however no building (residence, detached garage, etc.) shall be situated on any lot closer than 10 feet to any building located on any adjacent lot, and not nearer than 15 feet from the front lot line nor 20 feet from the rear lot line.

2. (a) The Plat of Tide Water, Part Two dedicates certain driveway easements across the rear of certain lots as shown on the aforesaid Plat and said easements for ingress and egress are hereby granted and established for all present and future owners of any lot in said subdivision that is burdened by any of said easements as shown on the aforesaid recorded Plat and includes ingress and egress over common area "A" for the owners of Lots 1 through 9 inclusive and all parties entitled to the use of Common Area "B".

(b) The ten foot easement on the south side of Lots 16, 17, 18, 33, 34, 35, 36, 37, 52, 53, 54, 55, 56 and 57 shall also be for the benefit of the owners of Lots 21 through 32 inclusive of Tide Water, Part I and subject to that certain Easement Agreement dated June 23, 1983 and of record in the aforesaid Chancery Clerk's office in Book 188 at Page 483.

(c) All of the above easements hereby created shall be maintained by the owners of the lots burdened by said easements and each lot owner shall be responsible for the upkeep and maintenance of that portion of the private drive as constructed upon their respective lot or lots. Common Area "A" shall be maintained by Tidewater Homeowner's Association, Inc. Should any owner fail to properly maintain his portion of said private drive then, and in that event, Tidewater Homeowner's Association, Inc., the Property Owners Association referred to in Paragraph 24 of the Protective Covenants dated April 21, 1981 and of record in the office of the aforesaid Chancery Clerk in Book 483 at Page 500 and further referred to in the aforesaid Protective Covenants dated January 21, 1983 and filed for record in the aforesaid Chancery Clerk's office in Book 527 at Page 513 is hereby authorized and delegated on behalf of each of the owners of lots situated in Tide Water, Part Two burdened by any of said easements the authority and power to perform maintenance on behalf of any defaulting lot owner and to assess said lot owner for all costs and expenses incurred, including attorney fees and all costs of collection, in connection with repairing or maintaining said private drive, which assessment shall be a lien on the property of the defaulting owner.

3. That no dwelling shall be constructed on any lot having a roof pitch of less than 6 feet-12 feet and the top of the first floor elevation of any dwelling constructed on any of said lots shall be at least 18 inches above ground level at the base of its foundation and the outside perimeters of said 18 inches shall be bricked up.

4. (a) No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or by an architectural sub-committee ("Architectural Control Committee") composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(b) For a period of five (5) years immediately following the date hereof, but not thereafter, all plans and

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specifications required by the preceding subparagraph (a) to be submitted to and approved by the Architectural Control Committee of the Association shall be submitted to and approved in writing also by Tidewater Properties, a Mississippi General Partnership composed of Northpointe, Inc., and Treasure Cove Development Co., Ltd., ("Declarant") which approval by the Declarant shall be obtained at least two (2) weeks prior to the commencement of construction or alteration. During said five (5) year period, a copy of each such set of plans and specifications shall be furnished to the Declarant for its files at no cost to the Declarant.

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5. Within one (1) year after the completion of the initial dwelling constructed on a Lot, the Owner of such Lot shall have planted thereon whatever number of trees is necessary to make the total number of living and healthy trees on the Lot equal to at least three (3), and thereafter shall do whatever is reasonably necessary and appropriate to maintain at least three (3) living and healthy trees on the Lot.


6. No structure of a temporary nature, such as a tent, shack, garage or other outbuilding shall be permitted on any Lot in Tide Water, Part Two at any time, nor shall any house trailer or other movable living quarters be located on any Lot in said Subdivision at any time unless the same shall be stored in a closed garage. Likewise, no boat shall be permitted on any Lot in said Subdivision unless the same shall be stored in an enclosed covered storage area.

7. No animals will be permitted to be or remain in Tide Water, Part Two except dogs and cats as pets, and no fowl or poultry shall be allowed to be or remain therein except birds that are caged as pets inside a dwelling. All pets shall be kept on their Owner's property, shall not be allowed to roam unattended, and shall not be allowed to molest or annoy domestic servants, postmen, yard workers or passersby.

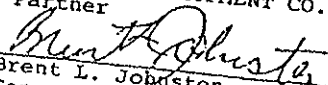
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 18th day of February, 1985.

TIDE WATER PROPERTIES, a
Mississippi General Partnership

By: NORTHPOINTE, INC., Partner

By: 
Raymond R. Hudson, III,
President

By: TREASURE COVE DEVELOPMENT CO.,
LTD., Partner

By: 
Brent L. Johnston,
General Partner

(Signatures continued on Page 4)