STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

STATE OF MISSISSIPPI
PEARL RIVER CO.
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED

2002 JAN 14 PM 2:56

IN BK & PAGE SHOWN BELOW
WITNESS MY HAND & SEAL

CHANCERY CLERK

BOOK 783 PAGE 557

Prepared by & return to:
Gulf Title Company, Inc.
RETURN TO: 2208 Hwy 11 N.
Picayune, MS 39466
(601) 749-4778 Tel.

DECLARATION OF PROTECTIVE COVENANTS FOR ALEX PLACE SUBDIVISION

THIS DECLARATION made, executed, and declared upon the date hereinafter set forth by MARK SUMMERS, the owner of ALEX PLACE SUBDIVISION, as per official map or plat on file in the office of the Chancery Clerk of Pearl River County, Mississippi:

PURPOSE

The purpose of these restrictions is to create a Highway Commercial Subdivision. The covenants which apply within this Subdivision are designed to a) encourage the formation and continuance of a compatible environment for highway oriented uses; b) insure adequate and properly designed means of ingress and egress; and c) discourage any encroachment by industrial, residential or other uses capable of adversely affecting the specialized commercial character of the subdivision; and d) the use of the property for attractive commercial purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of this business with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for commercial purposes will not be permitted.

DECLARATION

We the undersigned fee owners of the hereinabove described real property, hereby make the following declarations as to limitations, restrictions, and uses to which the land and/or parcels thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding on all parties and all persons claiming any right, title, or interest in said land, and all persons claiming under them, to-wit:

The following restrictions in Items #1 thought #6 are the minimum requirements as set forth by Pearl River County for subdivisions and this portion only will be enforceable by Pearl River County.

1. No building permit shall be issued before the sewage and water systems are approved by the appropriate governing authority. Whenever a subdivision is served by a community, central water supply systems, no private water supply may be drilled or otherwise constructed on any lot for the purpose or supplying potable water to any building or structure, except for the purpose of irrigation, and in no event shall there be a physical connection between any such source and any element of the community, central water supply system.

2. Construction of any nature is prohibited in county drainage easement or streets right of way.

3. Lots may not be used for the storage of trash or junk or abandoned vehicles

4. The minimum finished floor elevation required in areas subject to periodic inundation, flood zones A, shall be indicated.

5. No lot may be further subdivided without approval of the Board of Supervisors and Chancery Clerk for Pearl River County.

6. Driveways on corner lots shall not be located any closer than (60') sixty feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two streets right of ways intersect.

7. All lots shall be used for commercial purposes

8. No lot shall be divided into smaller parcels except to provide a larger building site. The minimum size for any lot on which a building may be constructed shall be on (1) acre.

9. No building or improvement of any type shall be erected, place or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the Developer, Mark Summers, until all lots are sold, then the Property Owners Association (POA) will assume this duty.

10. The Developer, Mark Summers, shall monitor all construction to see these Covenants, Conditions, and Restrictions are complied with; however, he is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof or any component of any structure or other improvement, whether caused by defective material or defective workmanship.

11. All buildings constructed on any lot shall be constructed of generally accepted building material, and according to conventional methods of constructions, using conventional materials and must be completed within six (6) months from the date construction is commenced.

12. No structure of a temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, barn, or other out building), shall be used on any lot, at any time as a temporary business.

13. No structure shall be constructed or placed nearer than forty (40) feet from the front boundary line and twenty-five (25) feet from the side and rear boundary lines. No signs shall be placed nearer that fifteen (15) feet from the front boundary and ten (10) feet from the side and rear boundary.

14. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.

15. No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.

16. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and sightly appearance within Alex Place. The Developer and the P.O.A. reserves and shall have the right to cut the grass for which the lot Owner shall pay the Developer and/or the P.O.A. (whichever is applicable), not less than $100.00 for each cutting of their lot up to twelve (12) cuttings per

year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Developer and/or the P.O.A. and agrees that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.

17. All garbage, trash or other waste of any kind shall be kept in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building material, scrap equipment, old washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding and old tires.

19. No large animals, livestock, goats, swine, or poultry shall be bred, kept or raised on any lot.

20. All contractors must keep all lots free from trash and debris and must maintain a portable outdoor toilet on the lot during the construction period,. The contractor
and lot owner shall be jointly and severally liable for adherence to this covenant.

21. In the event a building or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair, replace or completely remove the damaged or destroyed dwelling or structure within nine (9) months from the date of occurrence.

22. Developer reserves unto itself, its successors and assigns an easement or right of Way fifteen (15) feet in width along the rear and street boundary lines and seven and one half (7 ½) feet in width along the side boundary lines of all lots for the Purposed of installation and maintenance of utilities and for drainage. Additionally, easements reserved on the recorded plats shall be reserved for installation and maintenance of utilities, fire protection, beautification and drainage. This reservation of such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of the developer to supply such services.

23. Property Owners Association:

a.) Purpose: The Alex Place Property Owners' Association, Inc. shall review plans submitted by Lot Owners for all improvements in Alex Place and to give written approval or disapproval . The POA may enforce these covenants.

b.) Membership: By acceptance of the deed to property located in Alex Place, the lot owner becomes a member of Alex Place Property Owners Association. The ownership of each lot shall have one (1) vote but there shall be only one (1) vote per lot.

c.) Formation of Alex Place Property Owner's Association: An annual meeting to be held on January 15, 2003 at which time election of officers, by-law, fees and assessments, etc. shall be addressed.

d.) Fees and Assessments: To be established at Annual Meeting

24. These covenants shall remain in full force and effect for twenty (20) years from the date hereof and shall be automatically extended for successive periods of ten

(10) years thereafter unless, prior to any renewal date an instrument signed by not less than 2/3 of the Lot Owners is filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending, or terminating these covenants, conditions and restriction.

25. Invalidation of any covenant by judgement or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.

Agreed and Accepted by:

C. MARK SUMMERS

JAMES E. FLEMING

MARY F. FLEMING

PAUL S. REESE

STACY S. REESE

BANK PLUS

BY: KEN HALL, President

Witnessed this the 14 day of January, 2002.

Notary

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 23, 2004
BONDED THRU STEGALL NOTARY SERVICE

EXHIBIT A

Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 00 degrees 15 minutes 57 seconds West 343.79 feet for the point of beginning; thence South 00 degrees 15 minutes 57 seconds West 750.86 feet; thence North 53 degrees 09 minutes West 186.96 feet; thence South 00 degrees 12 minutes West 5.0 feet to the P.C. of a curve to the right having a radius of 303.52 feet; thence along said curve an arc distance of 194.15 feet (CD = S 18 degrees 31 minutes 30 seconds West 190.85 feet) to a point on the North right of way of Mississippi Highway No. 43; (SW corner of Paul Reese tract) thence North 51 degrees West along said margin 60.0 feet (SE corner Fleming tract) thence leaving highway and along a curve to the left having a radius of 243.52 feet an arc distance of 155.77 feet (CD = N 18 degrees 31 minutes 30 seconds East 153.13 feet) thence North 00 degrees 12 minutes East 169.43 feet; thence North 59 degrees 04 minutes 05 seconds West 74.28 feet; thence South 31 degrees 10 minutes 49 seconds West 288.02 feet, more or less, to a point on the North margin of Mississippi Highway No. 43, point located in a curve; thence along said curve to the left an arc distance of 826.94 feet (CD=N 60 degrees 25 minutes 14 seconds West 826.85 feet) thence leaving highway North 44 degrees 55 minutes East more or less, along the East margin of McCormick Lane 261.0 feet; thence leaving lane South 60 degrees 07 minutes 14 seconds East 305.56 feet; thence North 46 degrees 17 minutes 48 seconds East 257.02 feet; thence North 43 degrees 42 minutes 13 seconds West 301.33 feet to a point on the East margin of McCormick Lane; thence North 45 degrees 49 minutes East along said margin 20.0 feet; thence leaving lane South 43 degrees 42 minutes 13 seconds East 301.54 feet; thence North 46 degrees 17 minutes 48 seconds East 361.52 feet; thence South 49 degrees 05 minutes 38 seconds East 307.41 feet, more or less, to the point of beginning, this parcel containing 12.561 acres, more or less, and being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi.

LESS AND EXCEPT: Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 00 degrees 04 minutes 44 seconds West along the East boundary of the SE 1/4 of the NE 1/4 of said Section 3 a distance of 523.70 feet to a point; thence South 46 degree 17 minutes 48 seconds West a distance of 990.40 feet to a point; thence South 43 degrees 42 minutes 12 seconds East of 320.48 feet to a point; thence South 40 degrees 16 minutes 43 seconds East a distance of 139.58 feet to the true Point of Beginning; thence South 00 degrees 07 minutes 41 seconds West a distance of 81.70 feet to a point; thence South 88 degrees 34 minutes 06 seconds West a distance of 83.11 feet to a point; thence North 44 degrees 49 minutes 30 seconds East a distance of 118.12 feet to the Point of Beginning; said parcel contains 3394.08 square feet or 0.08 acres, more or less, and is located in the NE 1/4 of the SE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi.

ALSO LESS AND EXCEPT: A non-exclusive, perpetual right-of-way easement for purpose of ingress and egress on, over and across the following described real property, to-wit:

Commence at the SE corner or the SE 1/4 of the NE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 00 degree 04 minutes 44 seconds West along the East boundary of the SE 1/4 of the NE 1/4 of said Section 3 a distance of 523.70 feet to a point; thence South 46 degrees 17 minutes 48 seconds West a distance of 990.40 feet to a point; thence South 43 degrees 42 minutes 12 seconds East a distance of 3.76 feet to a point located on the center of a small gravel road for the true Point of Beginning; thence South 43 degrees 42 minutes 12 seconds East a distance of 316.72 feet to a point; thence South 40 degrees 16 minutes 43 seconds East a distance of 139.58 feet to a point; thence South 44 degrees 49 minutes 30 seconds West a distance of 28.44 feet to a point; thence North 00 degrees 07 minutes 41 seconds East a distance of 12.85 feet to a point; thence North 40 degrees 16 minutes 43 seconds West a distance of 131.02 feet to a point; thence North 43 degrees 42 minutes 12 seconds West a distance of 316.44 feet to a point located in the center of said small gravel road; thence North 45 degrees 29 minutes 25 seconds East along the center of said small gravel road a distance of 20.00 feet to the Point of Beginning; said parcel contains 9171.76 square feet or 0.21 acres, more or less, and is located in the NE 1/4 of the SE 1/4 of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi.

AND ALSO
Commencing at the Northeast corner of the Southeast Quarter of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi;
thence South 00 degrees 12 minutes West 816.94 feet;
thence North 89 degrees 48 minutes West 210.0 feet for the Point of Beginning (point located on the West margin of a proposed road)
thence South 00 degrees 12 minutes West along said margin 169.43 feet to the P.C. of a curve to the right having a radius of 243.52 feet;
thence along said curve an arc distance of 155.77 feet (CD S 18 degrees 31 minutes 30 seconds W, Dist 153.13') to the P.T. of said curve (point located on the North margin of Mississippi Highway No. 43)
thence North 53 degrees 09 minutes West along said margin 62.43 feet to a concrete right-of-way marker;
thence North 58 degrees 40 minutes 03 seconds West 104.93 feet;
thence North 59 degrees 04 minutes 05 seconds West 28.0 feet;
thence leaving highway North 31 degrees 10 minutes 49 seconds East 288.02 feet;
thence South 59 degrees 04 minutes 05 seconds East 74.28 feet to the Point of Beginning, this parcel containing 1.0 acres, more or less, and being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi.

AND ALSO
Commencing at the Northeast corner of the Southeast Quarter of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi:
thence South 00 degrees 12 minutes West 1,094.44 feet for the Point of Beginning;
thence South 00 degrees 12 minutes West 230.82 feet to a concrete right-of-way marker located on the North margin of Mississippi Highway No. 43;
thence North 53 degrees 09 minutes West along said margin 261.75 feet to a point located on the East margin of a proposed road (point being the P.C. of a curve to the left having a radius of 303.52 feet)
thence along said curve an arc distance of 194.15 feet (CD N 18 degrees 31 minutes 30 seconds E, Dist 190.85') to the P.T. of said curve;
thence North 00 degrees 12 minutes East 5.0 feet;
thence leaving proposed road South 53 degrees 09 minutes East 186.96 feet to the Point of Beginning, this parcel containing 1.0 acres, more or less, and being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi.

ROADWAY EASEMENT MAINTENANCE AGREEMENT

WHEREAS, C. Mark Summers, herein referred to as "SELLER", is the owner of that certain parcel of land described in Exhibit "A" being attached hereto and made a part hereof, and

WHEREAS, Seller desires to convey a parcel of land to prospective Owners, hereinafter referred to as "BUYER", a portion of the property described in Exhibit A, the exact description of the roadway being described on Exhibit "B", the owners of the property adjacent to and immediately West and North of PAINTER'S property, said property being described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the roadway shall be conveyed to as many Buyers as is necessary to sale all the property is Exhibit A, those certain Buyers that have been identified having joined herein, that the Seller will not sale any parcel of land less than one acre in size; that a percentage interest in the land described in Exhibit B shall be conveyed to the prospective Buyers based on frontage of the property described in Exhibit B; that the exact portion of the property in Exhibit A is unknown at this time but the Seller desires to induce the Board of Supervisors of Pearl River County, Mississippi, in granting permits for development of the property in Exhibit A for construction and increase of the tax basis for the County of Pearl River;

WHEREAS, Seller has obtained permission and preliminary approval from the County Health Department that the property can be divided and sold and that a private well and septic can be placed on the properties to be divided by Seller, a copy of which is attached hereto as Exhibit "C"; that Seller has also obtained a survey describing the joint roadway as described in Exhibit B and the initial division of the property, a copy of which is described and shown of the survey attached hereto as Exhibit "D"; and

WHEREAS, the Seller shall have future Buyers of the property in Exhibit A sign this maintenance agreement at the time of the purchase of the property and that upon execution hereof, they shall agree to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of mutual benefits and promises contained herein, the parties hereto agree as follows:

I.

The Seller acknowledges and represents that he shall install a roadway on the property described in Exhibit B to the standards and requirements of the County Code with the exception of installation of water and sewer lines; that the ownership of the roadway described in Exhibit B shall be transferred to the Buyer on a percentage basis and that the Buyer shall maintain the roadway at the Buyer's expense on said percentage basis; and

II.

That the County Code requires that each parcel of land shall meet certain requirements in size and that each parcel of land shall have access and abutt a public roadway; that the property described herein in Exhibit B is 60 feet wide on the public road known and identified as MS Hwy 43; that said 60 feet is in excess of the frontage necessary

to meet the County Code requirements; that having said frontage meets the requirements of the County; that no property shall be granted a building permit until it is shown that the property divided is in excess of the minimum amount of square footage (it being believed that all lots will exceed one (1) acre of land or more); and

III.

That each Buyer will pay a monthly or annual fee into a joint account for the future maintenance of the roadway constructed by the Seller and that said fee shall be apportioned to a 1/7th per each Lot sold; and

IV.

That for and in consideration of the County's issuance of building permits without further access requirements, the parties having access on the property described in Exhibit B to the public roadway shall and do hereby **release and hold harmless** the County of Pearl River, the Board of Supervisors, the City (if annexed) and any and all other parties from further requirements of maintenance of the roadway and private driveway on the property described in Exhibit B; and

V.

That in the event that a single Buyer should damage the roadway on Exhibit B by the use of large trucks or otherwise, said Buyer shall bear the sole costs of repairs of the roadway; such repairs shall be done to bring the roadway back to County standards; and

VI.

That in the event that all of the Buyers desire to dedicate the roadway to the County for maintenance in the future, that the roadway, water, sewer and other code requirements at that time shall be installed by the Buyers at the Buyer's sole expense and at no expense to the County; that after approval of said roadway, the County may require a warranty period before the County accepts future maintenance and that the Buyers shall continue such maintenance until such warranty period is complete; and

VII.

That the payment of the fees for such improvements and maintenance of the roadway by Buyer is such an important part of the continued maintenance of the roadway that all Buyers of a portion of the property in Exhibit A and therefore the Buyers agree that such fees as assessed shall be a lien on their individual property if such fee is not paid and that the remaining Buyers who have paid their fees may execute on the property of the unpaid Buyer's property for collection of the fee; that such assessment shall run with the land of each Buyer and shall have priority of lien from the time of acceptance of this agreement; that such execution on unpaid fees shall be collected in the same manner as condominium dues and assessments; and

VIII.

In the event that the Buyers of the property in Exhibit B should decide that preventive maintenance is necessary and if two thirds (2/3) of the Buyers desire to use a portion of the fees collected or set a special assessment, such decision shall be effective on all property described in Exhibit A; in the event that two thirds (2/3) of the Buyers of a portion of Exhibit A desire to change and alter this agreement, such change and alteration shall be effective on the whole property including Exhibits A & B; the Buyers agree that no change or alteration herein shall be binding or effective against the County unless the County joins in and accepts the proposed change, alteration and/or additions of the Buyers; and

IX.

This agreement shall be binding on the parties hereto and on their successors in title and this agreement will "run with the land" and shall be binding on the Buyers, their successors and assigns in title, at all times and because of the joint ownership of Exhibit B and the importance that said Exhibit B plays to the accessability to the lots in Exhibit A, this agreement shall not expire; and

X.

That while the County Code allows the parties to divide the property described in Exhibit B to provide ownership of a portion of Exhibit A to the public road, the Seller and Buyer agree that the County has accepted this agreement as requirement on the Buyers for future maintenance of the roadway for the future issuance of building permits to Seller and Buyers and the parties effected by this agreement and any present or future owner of a portion of Exhibit A & B agree to "**hold harmless**" the County, or City (if annexed), from any claim or liability arising out of the maintenance of the roadway to be constructed by Seller on Exhibit B.

ENTERED INTO AND AGREED on this the 14 day of January, 2002.

BUYERS IDENTIFIED:

C. Mark Summers
C. MARK SUMMERS, SELLER

James E. Fleming
JAMES E. FLEMING, BUYER

MARY E. FLEMING, BUYER

Paul S. Reese
PAUL S. REESE, BUYER

Stacy Reese
STACY S. REESE, BUYER

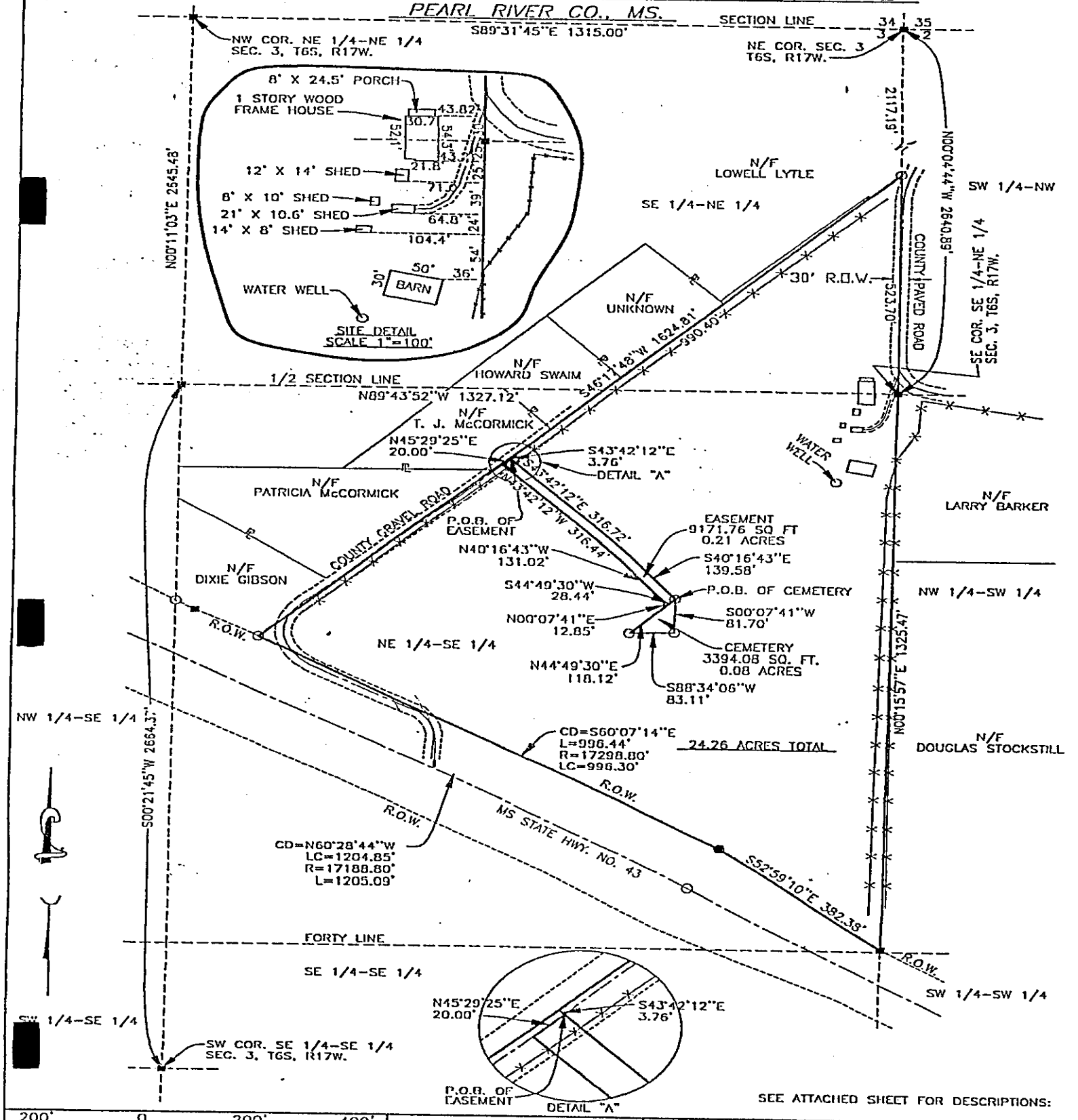
THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, C. MARK SUMMERS, who acknowledge that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14 day of January, 2002.

NOTARY

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 23, 2004
BONDED THRU STEGALL NOTARY SERVICE

SURVEY PLAT FOR
JAMES FLEMING AND PAUL REECE
PEARL RIVER CO., MS.



SEE ATTACHED SHEET FOR DESCRIPTIONS:

200' 0 200' 400'

SURVEY UPDATED:

N/F DENOTES NOW OR FORMERLY

CHECKED BY:

DRAWN BY: TIM LAWRENCE

□ = FOUND L.W. STAKE
■ = FOUND CONC. MONU.
○ = SET IRON PIN
● = FOUND IRON PIN

INDEXING INSTRUCTIONS: NE 1/4 OF THE SE 1/4 AND IN THE SE 1/4 OF THE NE 1/4 OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 17 WEST, PEARL RIVER COUNTY, MISSISSIPPI.

ALL BEARINGS WERE DETERMINED BY: ■ SOLAR OBSERVATION □ DECLINATION COMPASS □ RECORDED BEARING

D.B. BOOK _____ PAGE NO. _____ CLASS OF SURVEY: □ A □ B ■ C □ D FILE NAME: B:\1253.DWG

DAN R. O'NEAL REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR STATE OF MISSISSIPPI

SURVEYED: 10/99

O'NEAL-BRELAND ENGINEERING, INC.
P.O. BOX 369 WIGGINS MS. 39577
TELEPHONE # (601) 928-7390
FAX # (601) 928-5526

Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 00 degrees 15 minutes 57 seconds West 343.79 feet for the point of beginning; thence South 00 degrees 15 minutes 57 seconds West 750.86 feet; thence North 53 degrees 09 minutes West 186.96 feet; thence South 00 degrees 12 minutes West 5.0 feet to the P.C. of a curve to the right having a radius of 303.52 feet; thence along said curve an arc distance of 194.15 feet (CD = S 18 degrees 31 minutes 30 seconds West 190.85 feet) to a point on the North right of way of Mississippi Highway No. 43; (SW corner of Paul Reese tract) thence North 51 degrees West along said margin 60.0 feet (SE corner Fleming tract) thence leaving highway and along a curve to the left having a radius of 243.52 feet an arc distance of 155.77 feet (CD = N 18 degrees 31 minutes 30 seconds East 153.13 feet) thence North 00 degrees 12 minutes East 169.43 feet; thence North 59 degrees 04 minutes 05 seconds West 74.28 feet; thence South 31 degrees 10 minutes 49 seconds West 288.02 feet, more or less, to a point on the North margin of Mississippi Highway No. 43, point located in a curve; thence along said curve to the left an arc distance of 826.94 feet (CD=N 60 degrees 25 minutes 14 seconds West 826.85 feet) thence leaving highway North 44 degrees 55 minutes East more or less, along the East margin of McCormick Lane 261.0 feet; thence leaving lane South 60 degrees 07 minutes 14 seconds East 305.56 feet; thence North 46 degrees 17 minutes 48 seconds East 257.02 feet; thence North 43 degrees 42 minutes 13 seconds West 301.33 feet to a point on the East margin of McCormick Lane; thence North 45 degrees 49 minutes East along said margin 20.0 feet; thence leaving lane South 43 degrees 42 minutes 13 seconds East 301.54 feet; thence North 46 degrees 17 minutes 48 seconds East 361.52 feet; thence South 49 degrees 05 minutes 38 seconds East 307.41 feet, more or less, to the point of beginning, this parcel containing 12.561 acres, more or less, and being a part of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 West, Pearl River County, Mississippi.

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ALSO LESS AND EXCEPT: A non-exclusive, perpetual right-of-way easement for purpose of ingress and egress on, over and across the following described real property, to-wit:

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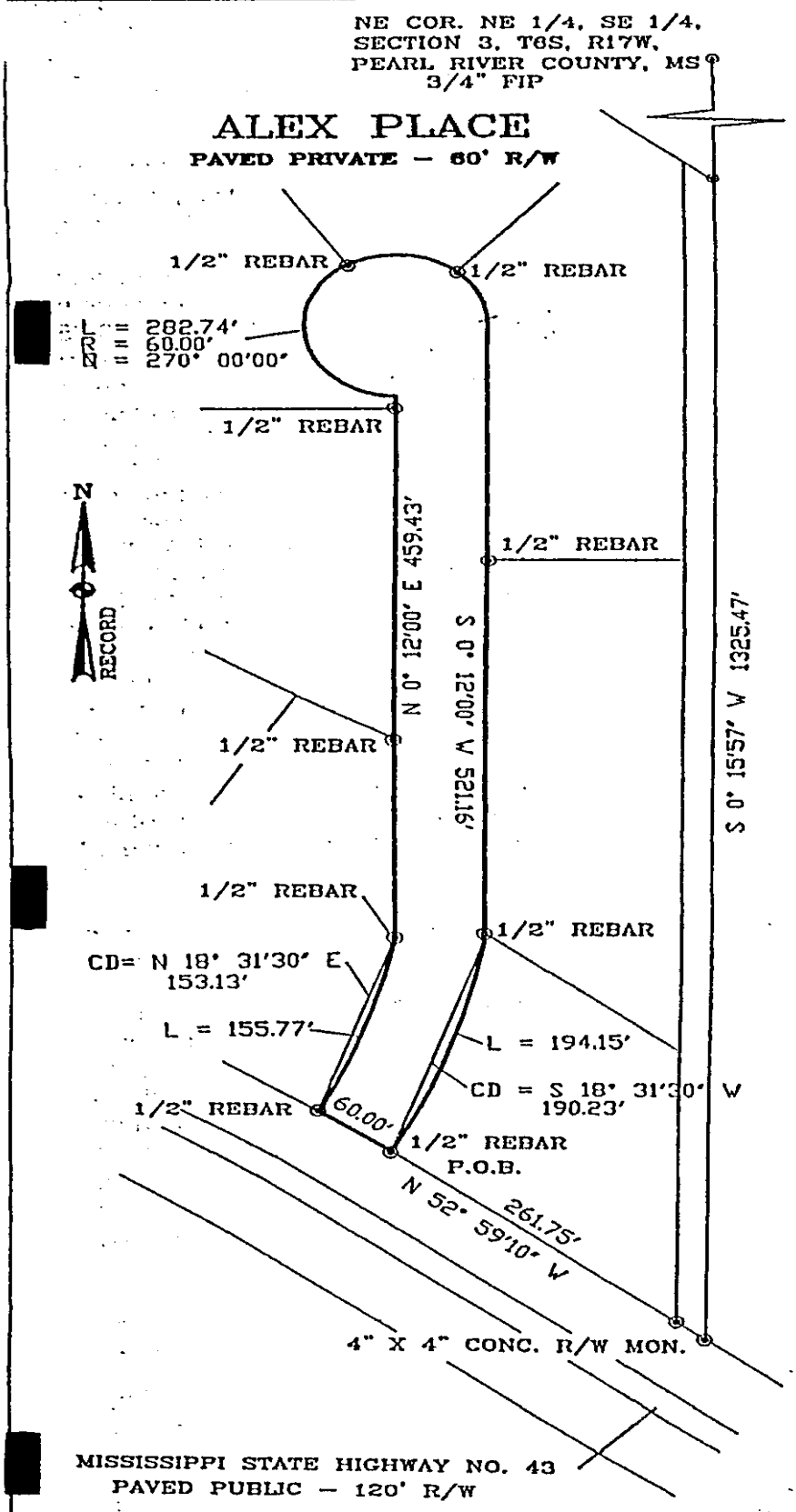

CERTIFICATE: This is to certify that I have made a survey of the following described property and that said survey is true and correct to the best of my knowledge and belief.

DESCRIPTION: Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 6 South, Range 17 West, Pearl River County said point being a 3/4" pipe; thence South 00 degrees 15 minutes 57 seconds West 1325.47 feet to a concrete monument on the north margin of Ms. Hwy. No. 43, a paved public road; thence along said margin North 52 degrees 59 minutes 10 seconds West 261.75 feet to a 1/2" rebar for the point of beginning; thence continuing along said margin North 52 degrees 59 minutes 10 seconds West 60.00 feet to a 1/2" rebar; thence leaving said margin along the west margin and curve of a road having a arc distance of 155.77 feet (chord = North 18 degrees 31 minutes 30 seconds East 153.13 feet) to a 1/2" rebar; thence along said west margin North 00 degrees 12 minutes 00 seconds East 459.43 feet; thence along the margin of a cul-de-sac 282.74 feet having a radius of 60.00 feet to the east margin of said road; thence along said margin South 00 degrees 12 minutes 00 seconds West 521.16 feet; thence along a curve having a arc distance 194.15 feet (chord = South 18 degrees 31 minutes 30 seconds West 190.85 feet) to the point of beginning. This parcel containing 1.15 acres and being a part of the Northeast Quarter of the Southeast Quarter of Section 3, township, Range 17 West, pearl River County, Mississippi.

NOTE: All bearings shown on this plat were based on the record bearing of the original survey by O'Neal-Breland Engineering, Inc.

NOTE: This property is located within Zone X (areas determined to be outside the 500 year flood plain) as per Flood Hazard Map Community Panel No. 28109C0255D, effective May 17, 1990.

REFERENCE MATERIAL:

(1) 24.38 acres survey for James Fleming & Paul Reece by O'Neal-Breland Engineering Inc. dated 10/99.
(2) 2.00 acre survey for James Fleming & Paul Reece by Frank Dunaway dated May 30, 2000.
(3) 12.481 acre survey for James Fleming and Paul Reece by Frank Dunaway dated June 1, 2001.

NOTE: Curve data not available on south portion of 60' road due to insufficient and improper data on surveys by Frank Dunaway. Road bearings were established by Frank Dunaway surveys (excluding cul-de-sac)

⊙ FIP — Found (as listed)
• SIP — Set 3/8" Rebar

HATTAWAY ENGINEERING INC. P.O. BOX 1024 PICAYUNE, MISSISSIPPI 39466		
SCALE 1" = 120'	APPROVED BY:	DRAWN BY: DLH
DATE 12/01/01	DAVID L. HATTAWAY	CLASS "B" SURVE
SURVEY FOR: 60' PRIVATE ROAD — ALEX PLACE		
DAVID L. HATTAWAY, P.E. 12611 BOBBY J. KELLY, R.P.L.S. NO. 2418		DRAWING NUMBER: 69-01A

MINUTE BOARD OF SUPERVISORS NOVEMBER TERM, 2001
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ORDER TO APPROVE SUBDIVISION AND VARIANCE FOR ALEX PLACE SUBDIVISION A COMMERCIAL SUBDIVISION DEVELOPMENT

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve subdivision and variance for Alex Place Subdivision a Commercial Subdivision Development.

Upon motion made by Larry Davis and seconded by Troy Stockstill the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve variance request from Mr. Summers for subdividing the rear portion of property into five one acre lots with access to each through a jointly owned roadway, sixty feet in width fronting on Highway 43. The 60 foot wide roadway accessing the property will be installed by Sommers to County standards. He has agreed to grant unto the County an easement for drainage along the Eastern Twenty feet of his property and adjoining property owner along the roadway has agreed to join in the granting of the easement. He shall place restrictive covenants on the property that will restrict the use of the property for commercial/business use only and that all uses will be in compliance with the Health Department's Guidelines. The roadway accessing the rear lots will not have water/sewer lines installed for joint use but will be located within the one acre lots themselves and in compliance with Health Department Standards. He has agreed that he will assist the County in straightening the existing roadway along the western portion of the property be preforming the "dirt work" for the roadway in compliance with County standards and that the County will preform the asphalt portion of relocation of the existing roadway.

Ordered and adopted, this the 13th day of November, 2001.

Voting AYE: Anthony Hales, Larry Davis, Robert Thigpen and Troy Stockstill.

Voting NAY: None.

Abstain: Charles Ray Perry.

EXHIBIT D

ALEX PLACE

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5 One Acre Lots & Private Road

