

NEW ARBOR LAKES PROPERTY OWNERS ASSOCIATION, INC. - RESTRICTIONS and COVENANTS

- 1) There shall be no subdivision of the original parcel tracts into tracts less than 5 acres.
- 2) Millennium Oaks, LLC herein referred to as Developer, its successors, assigns and licenses reserves a ten (10) feet wide easement along all road rights-of-way for the purpose of any utilities maintenance that might be required.
- 3) Individual sewage disposal systems shall be installed in accordance with the requirements of Mississippi State Board of Health.
- 4) This property is intended for residential and recreational use only and no parcel shall be used in whole or in part for any commercial or industrial purpose, unless so agreed upon by the Developer and the New Arbor Lakes Property Owners Association, Inc., herein referred to as the Association.

No noxious or offensive activity shall be carried on upon any parcel which may be or become an annoyance or nuisance to the neighborhood, nor shall any parcel be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner or occupant of any other parcel.

All parts of all parcels shall be maintained in a sanitary and neat condition free from rubbish, junk, wrecked or disabled vehicles, trash, debris, unused tools and equipment or other unsanitary materials, to be ruled on by the Association.

- 5) There shall be a Development and Architectural Control Committee for New Arbor Lake herein referred to as the Architectural Committee. Any action voted upon by the Architectural Committee must pass by a minimum majority of two-thirds (2/3) vote.

All Architectural Committee actions shall be presented to the Association prior to being executed for approval. All plans for any structure whatsoever on the New Arbor Lakes development, shall be presented to the Architectural Committee for their approval as set forth above.

All construction must be approved by local government authorities; however, if the structure being built does not require government approval, then the Architectural Committee must approve said construction. No livable structure can be built on the one-acre tract that lies South of Road "A" and is contiguous to the lake.

There shall be no mobile homes allowed on property.

- 6) No structure of a temporary character, camping vehicles, basement, tent, shack, garage, barn, or other out building shall be used on any parcel at any time as a permanent residence.

Approval may be obtained from the Developer and the Association for the use of the property as a temporary camp site, providing any camping vehicle used be commercially manufactured.

The minimum size of a dwelling must be at least 1800 square feet living area; however, the Association's Architectural Committee must approve all house plans. There shall be only one permanent residence allowed on the above-described tract of land.

The spirit of the development is to provide championship bass fishing, with comfortable country surroundings without any visual or environmental pollution. Track-type houses will not be allowed.

- 7) All property owners must keep all ground covers cut beneath ten (10) inches in length. If ground cover is allowed to exceed ten (10) inches in length, property owner hereby agrees to allow Developer and/or Association to cut said vegetation with a five (5) day notice for a minimum of \$250.00.

- 8) The granted right of ways to an individual's property are for ingress and egress only.

Recreational riding of motor bikes, four wheelers and go-carts are not permitted on any right of way roads.

Three wheelers are not permitted anywhere on the development.

- 9) The developer has formed a non-profit property owners association, (New Arbor Lakes Property Owners Association), which has received title to the boat launch and parking area. The parking area is intended for parking only and overnight or extended storage is not allowed. The sole purpose of the Association is to provide funds necessary for the maintenance of all gravel roads throughout property, dams, spillway, lakes, boat launch, parking area and entrance gates.

An initial fee of \$50.00 shall be assessed to provide funds for the above-described maintenance and shall be due at the closing.

Future dues shall be in the amount determined by the Association and payable to the Treasurer of the Association on April 1 of each year thereafter; effective in 2022.

The obligation and duty to pay association dues shall constitute a lien on each member's land and the failure to pay dues shall entitle the Association to impress a lien on the members land and enforce same in the office of the Chancery Clerk of Pearl River County, Mississippi.

- 10) The Developer and/or Association will maintain and cut vegetation on New Arbor Lake dams that are permitted by Mississippi Department of Environmental Quality (Surface Water Impoundment Permit). All property owners adjacent to any dam hereby grants the Developer and/or Association an adequate right of way to maintain and cut vegetation on said dams.

No trees shall be planted on any dam and no structure shall be constructed/erected on any dam without the prior approval of the Developer and/or Architectural Committee.

- 11) Discharging of fire arms on property contiguous with the lake is prohibited. For any shooting that is done in conformity with the restrictions and/or for animal nuisance control only a shotgun and/or archery equipment are permitted.

- 12) All property owners will have common privileges and use of New Arbor Lake including the boat launch and parking area. The Lake Committee, with the approval of the Association, will make rules and regulations to govern the limits on fish and lake management.

No guest may fish from land or boat without accompaniment by landowner or landowner's immediate family. Landowner's immediate family is defined as the landowner's parents, children (son, daughter, son-in-law, daughter-in-law), grandchildren, and siblings (brother, brother-in-law, sister, sister-in-law).

Anyone caught fishing without a landowner or landowner's immediate family will be considered trespassing and prosecuted.

At close of sale, Buyer becomes a member of the Association and will be bound by the laws governing the Association.

13) Fishing from land permitted solely from land owned by the same individual.

14) Water skiing and jet skis are not permitted.

15) Family members of, and owners of this parcel and all other parcels and their guests shall use said lake for fishing and boating only, at their own risk.

16) Boats are prohibited from running past an idle speed or generating a wake at any time. Idle speed and/or no wake is defined as the vessel must operate at the minimum speed that allows you to maintain steering and make headway. This is typically 600 to 900 RPMs depending on your boat.

17) The Association reserves the right to host an invitational championship bass fishing tournament up to twice a year. The tournament will be strictly catch and release unless it is determined by the Lake Committee that it is necessary, for the enhancement of the lake, that a certain size and/or length fish be removed.

All fish will be weighed and identified for future growth studies and monitoring.

18) All covenants and restrictions herein contained are to run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date of recordation hereof.

If the purchasers or future owners, or their heirs, successors or assigns in title, shall violate any of the covenants or restrictions herein during the time said covenants and restrictions are binding as provided herein, then it shall be lawful for any other person or persons owning adjoining property on New Arbor Lake, to prosecute any proceeding law or in equity against such person or persons violating or attempting to violate any covenants or restrictions, to prevent such person or persons from so doing, or to recover damages and/or other incident or remedy provided for such violation.

19) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other of the covenants or restrictions contained herein and shall same remain in force and effect.