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Book: 2024 Page: 8754-8763  
**DEED**  
RCD: 04/22/2024 @03:35:13 PM  
Rankin County, MS - Chancery Clerk  
**MARK S. SCARBOROUGH**

PROTECTIVE COVENANTS FOR BARKSDALE RIDGE, PHASE 1, A SUBDIVISION  
ACCORDING TO A MAP OR PLAT THEREOF OF RECORD IN THE OFFICE OF THE  
CHANCERY CLERK IN BRANDON, MISSISSIPPI IN PLAT CABINET E AT  
SLOTS 395-396

KNOW ALL MEN BY THESE PRESENTS, BERG LAND DEVELOPMENT, LLC (hereinafter sometimes referred to as "the Developer"), being the owner of all certain land and property lying and being situated in Rankin County, Mississippi, consisting of lots 1 through 18, of Barksdale Ridge, Phase 1, (hereinafter sometimes referred to as "the Development") a subdivision according to a map or plat thereof on file and of record in the office of the Chancery of Rankin County at Brandon, Mississippi, in Plat Cabinet E at Slots 395-396 thereof, and being of desirous of imposing certain protection for itself and all future owners and purchasers of all of said residential lots, (inclusive and consisting of lots 1 through 18), lying within Barksdale Ridge, Phase 1, the following protective covenants shall apply to each and every one of the lots therein, to-wit:

1. Each lot shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot other than single family dwellings, not exceeding two (2) stories in height above the first floor building foundation, together with a garage and a detached accessory building with the exception of Barndominiums as approved by the Developer. All buildings erected on any lot shall be new construction site built. No log homes, kit homes, manufactured homes, mobile homes or modular homes or off-site built structures of any kind shall be permitted on any lot. For the purpose of these covenants, a "Barndominium" is defined as a standalone metal structure that has load bearing walls on the exterior of the structure allowing for flexible interior design, used solely for residential purposes only. A Barndominium shall be of new construction, constructed on site, with aesthetically pleasing curb appeal, approved by the Developer.

2. The owner of a lot that is being built upon, shall, during the time of construction, be required to weekly clean the majority of debris off the lot in order to keep a scenic or natural look of the general area. Further, no trash, debris, trees or under-brush cleaned off one lot may be moved onto another lot, or allowed to remain on the lot being cleared for a length of time exceeding thirty (30) days. The burning of construction material is prohibited. Any owner not removing the trash from their lot under construction within thirty (30) days will be required to repay the Developer the cost of removing the same. In this respect, the owner of any lot under construction grant the Developer permission to go upon a lot under construction for the purposes herein provided.

3. Subsequent to construction of a residential structure on any lot, grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals (not to exceed three weeks), so as to maintain the same in a neat and attractive manner. Well-maintained native lawns that use native wildflowers, grasses and landscaping may be maintained in their natural state except to the extent that the same shall not cause or create a nuisance or otherwise require action by the governmental entity having jurisdiction thereof to clean the property. Prior to construction of a residential structure on any lot, the lot shall be routinely bush hogged and

maintained to prevent the over-accumulation of underbrush and debris. At all times, trees, shrubs and plants which die shall be promptly removed. The Developer may, at its option, and in its discretion, have a dead tree or trees removed from the any lot and mow and remove debris, and the owner of such lot shall be obligated to reimburse the Developer for the cost of such work. Should an owner refuse or neglect to comply with the terms of this paragraph, said cost shall be a lien imposed against the lot.

4. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished. The owners shall correct any such condition of disrepair. The Developer may proceed to remedy the condition, if after having given the owner written notice thereof and a period of time, not less than thirty (30) days to remedy the condition, and the owner fails, in whole or in part, to remedy the condition. The cost of same shall constitute a lien upon such property.

5. No building shall be located nearer than 25 feet to any side property line of the lot upon which it is constructed. No building shall be located nearer than 50 feet to a rear property line, nor 100 feet to a front property line of the lot upon which it is constructed. Variances may be given by the Developer, in its sole discretion. Any such variance shall be in writing and must include a specific site plan showing the approved variance. However, such authority does not supersede any applicable set back requirements of Rankin County and accordingly in the event a variance from these set back requirements is obtained from the Developer, it is the sole responsibility of the owner to determine if a variance is also required from Rankin County and if so, the owner is solely responsible for obtaining the same.

6. No one story dwelling house or residence shall be erected or maintained upon any lot containing less than 2400 square feet of ground floor heated and cooled living area. No two story dwelling house or residence shall be erected or maintained upon any of said lot containing less than 2400 square feet with less than 1800 square feet of ground floor heated and cooled living area. For the purpose of determining the heated and cooled living area, porches, garages and storage areas shall not be included.

7. All dwellings constructed on any of the aforesaid described property shall have a concrete slab foundation.

8. Only one residence shall be erected and maintained at any time upon any lot. However, nothing in any of the restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence only thereon and locating the same as if said contiguous lots were but one single lot. It is the sole responsibility of the owner to determine if a variance is required from Rankin County in this respect, and if so, the owner is solely responsible for obtaining the same. No lot in the subdivision shall be subdivided.

9. Each residence must provide off-street parking in the form of a concrete, asphalt, or concrete or brick paver, drive extending at a minimum thirty (30) feet from the garage and except as otherwise provided in paragraph 10 below, with the remainder to be of the same material or limestone or gravel. Each residence shall have at minimum a two (2) car (full size) side-facing attached garage. No garage shall face Barksdale Road. No attached garage shall be

converted to use other than as originally constructed unless a replacement garage, as approved by the Developer, is constructed.

10. All fences shall be approved by the Developer. Except as otherwise provided herein, no fence shall be placed on any lot closer to the front property line than ten (10) feet behind the front corners of the house of said lot. Fences that extend to Barksdale Road beyond ten (10) feet from behind the front corners of any house of said lot and along the front of the lot are permitted; however, such fences shall not be of solid construction and shall be wood rail of cedar or treated pine construction, or wrought iron or decorative aluminum fencing manufactured to look like wrought iron fencing. Should a hedge, shrub, tree, flower, or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed. Variances may be given by the Developer as to the height and set back requirements of any fence, in its sole discretion; however, all such variance must be in writing and include an approved site plan reflecting the approved fence. Owner acknowledges that such authority of Developer in this respect does not supersede any applicable fence height and set back requirements of Rankin County and accordingly in the event a variance from these height and set back requirements is approved by the Developer, it is the sole responsibility of the owner to determine if a variance is also required from Rankin County and if so, the owner is solely responsible for obtaining the same. Further each residence shall have a designated and visual screened area for the keeping of garbage cans or other trash containers, the same to be subject to approval by the Developer, its successors and/or assigns. In all cases, trash cans, cans or trash of any kind must be kept in the attached garage and/or in the back yard and out of view, to the extent practical, of all adjoining lots and Barksdale Road. Trash cans shall not be taken to the street for collection more than 24 hours prior to the scheduled trash pick-up day and shall be retrieved not more than 24 hours after the trash pick-up.

11. All improvements shall be painted upon erection, unless they are constructed of material such as brick, stone or wood cedar, which do not require painting. The Developer shall make the determination in this respect. No metal material, except for soffits and fascia shall be permitted as part of the exterior veneer on any structure, dwelling or accessory building, on any lot, except for use with accessory buildings and Barndominiums as approved by Developer. No aluminum foil, reflective film or similar treatment shall be placed on any windows or glass doors and. No window or wall type air conditioners which are visible from any public street shall be permitted to be used, placed or maintained on or in any structure in any part of any lot.

12. Outside clothes lines are permitted only where they are not exposed to view by the public or side or rear neighbors.

13. The keeping, maintaining or storing of a mobile home, either with or without wheels, on any parcel of property covered by these covenants is prohibited. Vehicles such as boats, ski motorized craft or other similar waterborne vehicles, travel trailers, campers, motor home, or other major pieces of recreational equipment may be maintained, stored or kept on a lot only if parked completely within a garage or within an accessory structure which has been approved by the Developer or in a fenced back yard and not maintained, stored or kept within any required side or rear lot set back.

14. No obnoxious or offensive trade or activity shall be carried out in the subdivision nor shall anything be done on any lot which may become any annoyance or nuisance to the neighborhood.

15. No firearms or other devices of a similar nature which may be classified as weapons shall be used or operated within or on any lot.

16. Except as otherwise provided herein, no basketball goal, soccer goal, volleyball net, trampoline, batting cage, or other sports improvements or equipment shall be placed or located on any lot other than in the back yard thereof and shall not be so placed as to encroach upon the required side and back set-backs for dwellings and other approved structures. Basketball goals shall be permitted on the off-street parking required in paragraph 9 hereinabove, except that they shall not be located any nearer than the front side corner of the residence and shall at all times be maintained in good condition. No advertising or other signs of any type, except those advertising the property for sale, shall be placed on any lot. No for rent shall be placed on any lot or placed on or in any structure. Political campaign signs are allowed in accordance with the applicable ordinances of Rankin County.

17. The Developer assumes no responsibility or liability for accidents, illnesses, injuries, or damages of any kind or character occurring on any property in the subdivision.

18. Each owner hereby warrants, represents, covenants and agrees that they, their contractors and subcontractors shall take all necessary measures to prevent or mitigate sediment from leaving the individual lot which they own, including the installation of silt fencing, and will maintain the lot which they owns in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water and to insure full compliance with all federal, state and county laws, ordinances and regulations in relation thereto. This requirement will be in effect from the beginning of site preparation and shall continue through the establishment of permanent vegetative cover and/or as otherwise required by federal, state and/or county laws, ordinances and regulations in relation thereto. Each owner further acknowledges and agrees that the Developer is not responsible for any non-compliance by owner and/or damages which may be caused and/or suffered by such owner, their contractors and subcontractors or other lot owners, or their contractors or subcontractors, and each lot owner hereby agrees to hold the Developer, its successors and/or assigns, harmless and to defend and indemnify the Developer of and from any claims for damages and/or other relief arising from, caused or related to, in whole or in part, by the conduct of the owner in this respect. Furthermore, each owner shall be responsible for maintaining the detention area (open ditch), if any, located on their lot to the extent the same is required by federal, state or county laws, ordinances and/or regulations in relation thereto.

19. The Developer shall have the right of absolute architectural control including site-plan approval. The Developer may delegate the authority herein to an Architectural Review Committee appointed by the Developer. The intent of this provision is to permit the Developer to control the compatibility of architectural design of improvements within the subdivision by vesting in it the authority to approve or reject all plans and building specifications prior to the

start of construction for any dwelling, structure or other permanent improvement on any lot. With regard to the authority of the Developer herein, the Developer and its designees, shall have the authority to go upon any lot to investigate works in progress. All plans and building specifications must be submitted to Developer by email in PDF format. In the exercise of this authority, only approved brick, stone, cedar, or hardy board will be approved for use on the exterior veneer of any residence constructed on any lot, except in unusual cases and then solely at the discretion of the Developer. Not more than three (3) neutral colors may be used on any part of any residence or other structure constructed on any of said lots and all exterior color schemes must be approved by the Developer. In order to carry out the intent of this clause, no improvements of any character shall be erected or the erection begun, nor shall any changes be made in the exterior design thereof after the original construction on any lot, until the site-plan, house plans and building specifications, including veneer colors and roofing material have been submitted to the Developer, its successors and/or assigns, for review and approval. NO CONSTRUCTION OF ANY IMPROVEMENTS IN THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO ANY RESIDENCE, STRUCTURE AND/OR ACCESSORY BUILDING SHALL BE STARTED UNTIL PLANS AND SPECIFICATION FOR THE SAME HAVE BEEN PROPERLY SUBMITTED TO AND APPROVED IN WRITING BY THE DEVELOPER, ITS SUCCESSORS AND/OR ASSIGNS. In the event the Developer, its successors and/or assigns, does not take any action to approve or disapprove, in whole or in part, the plans and building specifications properly submitted to it within thirty (30) days after such plans and specifications have been submitted for review, approval of the plans and specifications as submitted shall be considered given by the Developer and this paragraph shall be deemed to have been fully complied with by the owner, its successors and/or assigns. No roof other than architectural shingles shall be permitted on any residence, structure and/or accessory building on any lot, except as approved by the Developer. Metal roofs, subject to the approval by the Developer, may be approved.

20. All construction (including landscaping) must be completed within nine (9) months from commencement of construction and/or after issuance of a building permit, whichever occurs first. The Developer shall have the authority to grant a variance to provide for additional time for the completion of construction taking into consideration the size of the structure, reasonable delays occurring beyond the reasonable control of the owner acting in good faith to achieve completion.

21. No animals, except dogs and cats as pets, and no birds, except birds that are caged as inside pets, shall be kept or maintained on any part of any property within the subdivision. No lot owner shall allow any such pets to roam freely within the subdivision. All pet dogs and cats shall, while outside, be kept either on proper leashes or within fences or within areas controlled by electronic invisible fencing. No lot owner shall keep or maintain or allow the keeping or maintaining on its lot more than three dogs and three cats of any age, with not more than a total of five cats and dogs combined. Chickens may be kept, subject to applicable ordinances of the governmental entity having jurisdiction thereof, except that not more than six chickens may be maintained at any one time and they must be kept in a well-kept chicken coop,

approved by the Developer, with such chicken coop located in the back yard behind the home and no closer than 100 feet to any side or back lot line.

22. No pet pens or enclosures shall be erected or located except those that are totally concealed from Barksdale Road and must be located in the back yard and within 15 feet from the back wall of the residence. No such pen and or enclosure shall be located so as to encroach upon the required side and/or back yard set-back requirements provided in paragraph 5 herein-above. All such pens or enclosures must be approved by the Developer.

23. No farm machinery equipment, trailers, recreational vehicles (RV's), tractors, boats, vehicles unable to move under their own power or trucks larger than one-ton pickup trucks shall be permitted to be parked or left standing overnight on any lot, street, county right of way, or utility or drainage easement, unless such vehicles are kept in the back yard of the home no closer than 25 feet to any side or back lot line. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, or temporary services or maintenance for the benefit of residences in the subdivision, or in the construction of any residence or other improvement on any lot. Further no cars, trucks, trailers, equipment, boats, motorcycles, jet skis, or other waterborne vehicles, or vehicles of any type shall be left parked for any period of time in the front or side yard of any lot.

24. No junk of any kind or character or any accessories, parts of any cars, boats, buses, trucks, house trailers, appliances, or the like shall be kept on any part of any lot other than in an approved garage or an approved enclosed building in back yard. The accumulation and/or dumping of trash, ashes, rubbish or other debris on any part of any lot is prohibited.

25. Inoperative vehicles may not be abandoned in or on any lot in the subdivision. Inoperative vehicles are defined as any vehicle which meets one or more of the following: (1) not having a current license tag; (2) does not have an engine in proper working order; (3) does not have all four tires on the vehicle and properly aired up; (4) the body of the vehicle is in need of repairs customarily done by a body shop; or (5) such vehicle is obviously not an asset to the surroundings.

26. No mechanical equipment such as a filter system or vacuum system for swimming pools, etc., shall be located so as to be visible from Barksdale Road. No air conditioning compressor may be located on the front of any structure facing Barksdale Road.

27. Antenna for transmission or reception of television or radio signals must be affixed to the rear of the main residence and shall not extend beyond the highest peak of the roof of the residence on the lot such that the same is not visible from the front of the residence. Concave dishes or receivers for reception of satellite signals, commonly referred to as satellite dishes not to exceed 30" in diameter may be installed to the rear of the main residence on a satellite pole, but may not be installed in the front of the residence, on the side of the residence or on the roof of the residence. No radio or television signals nor any other electromagnetic

radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.

28. All outbuildings of any kind constructed or placed on any lot must be approved by the Developer, including but not limited to the location, veneer, color scheme, roof and pitch eaves, windows and doors, and landscaping. The Developer intends that all such outbuildings be in harmony with the residential structures and the pattern of development of the lots within the Subdivision.

29. All dwelling connections for all utilities including, but not limited to, water, sewage, electricity, telephone, cable, data and television shall be the responsibility of the lot owner and shall be run underground from the property connecting points to the building structure in such a manner as to be acceptable to the governing utility authority, state department of health and the Developer. The installation, connection and cost for all utilities to and within any lot shall be the sole responsibility of the lot owner and not the Developer. The owner of each lot shall be solely responsible for the costs associated with the operation, maintenance and replacement of the necessary sewer service, i.e. individual waste-water treatment system. The owner shall insure that the outflow from the individual waste-water treatment system remains wholly on the owner's lot. Septic tanks are specifically prohibited.

30. All the provisions herein shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the lots, their successors, and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with such lot owners, their successors in title, and with each other, to conform to and observe and to enforce all the tenants and conditions contained herein.

31. No part or portion of a Lot or dwelling (as distinguished from the entire Lot or dwelling) shall be rented for any period. The entire dwelling and all the improvements on the Lots must be leased and then only for a minimum term of twelve (12) months. No Lots or dwellings shall be leased or rented under any time-sharing, time interval, or right-to-use programs. All lease or rental agreements shall be in writing and shall contain, or shall be deemed to contain, a provision to the effect that the rights of the tenant to use and occupy the dwelling shall be subject and subordinate in all respects to the provisions of this Declaration. Such lease agreement shall further provide that any failure by the tenant to comply with any of the same shall be a default under the lease agreement. Only the Owners of a Lot who have occupied and resided in the dwelling located thereon for at least twelve (12) months as their homestead, as reflected in the records of the Rankin County Tax Assessor, may rent their Lot and dwelling thereon, and then only in strict conformance with the terms hereof. The prohibitions of this section shall not be interpreted or construed to prevent the use and occupancy of a dwelling by a member of an Owner's immediate family, related by blood or marriage, during a term of limited duration when the Owner is away for an extended period of time but is expected to return.

32. Except where a greater reservation is made by Developer, Developer hereby reserves the following utility and drainage easements over, under and across all lots upon the property covered hereby:

A. Ten (10) feet adjacent to the front line of each lot and extending along the entire frontage of each lot. Said utility easements are reserved for systems of electrical, power, TV, cable, telephone, lines, gas, water, sewer and any other utility that Developer sees fit in its discretion. Developer reserves the right to release any easement reserved hereby by specific release thereof in any deed covering property upon which such easement lies.

B. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Development.

C. Title conveyed by Developer to purchasers of lots shall not in any event be held or construed to include the title to water, gas, sewer, TV, or other communication transmission cables, electric light, electric power, telephone, telegraph lines, poles, conduits or other utility or appurtenances thereon constructed by Developer, or by any utility company upon said property to serve said property. The right and easement to maintain, sell, repair, or lease such lines, utilities, and appurtenances by Developer to any public service corporation to any other parties is hereby expressly reserved by Developer.

33. The Developer shall have the right and option at any time prior to January 1, 2028, to bring additional property within the scheme of this subdivision development (including without limitation, subsequent sections of Barksdale Ridge) which is contiguous to the property which is subject to this Declaration at the time of such addition, without the consent or approval of the Owners of any lot in the subdivision. In such event the Developer shall record a Notice of Addition of land describing the additional properties to be subject to the terms hereof. With such additional properties, the Developer may supplement or modify this Declaration with such additional covenants, restrictions and conditions as may be appropriate for such properties.

34. Any owner and/or, the Developer may maintain any legal proceedings to compel or enforcement of any of the terms and conditions set forth herein.

35. Notwithstanding anything to the contrary herein, these covenants shall not be amended whatsoever without the express written consent of the Developer, so long as the Developer owns any lot in the subdivision.

36. Any waiver of any breach or failure of the Developer to enforce any covenant or restriction contained herein shall not effect the validity or enforce-ability of such covenant or restrictions. All restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree or for any reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.



37. If the owner of any lot subject to these protective covenants or their successor in title, or their assigns or devisees, shall violate or attempt to violate any of the covenants herein, the Developer, or any other person or persons owning any of said lots shall have the right to prosecute any proceeding at law or in equity against the person, persons or entity violating or attempting to violate any such covenant. In such an event, the owner of the lot causing or permitting the violation of these covenants shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants, said attorney fees to be fixed by the court, and further, the amount of said attorney's fees, court costs and other expenses allowed and assessed by the court for the aforesaid violation or violations shall become a lien upon the land, as of the date legal proceeding were originally instituted, and said lien shall be subject to foreclosure in such action, so brought to enforce such covenants, in the same manner as other liens upon real estate. Venue for any dispute arising under the provisions herein shall be in the appropriate state court in Rankin County, Mississippi.

38. Definitions:

"Development" shall mean Barksdale Ridge, Phase 1, a subdivision, located in Rankin County, Mississippi and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

"Developer" shall mean Berg Land Development, LLC, its successors and/or assigns.

"Lot" or "Lots" shall mean one or more Lots of lots 1-18 within Barksdale Ridge, Phase 1.

"Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Development, their successors in title, assigns and/or devisees of any lot in the Development.

"Subdivision" shall mean Barksdale Ridge, Phase 1.

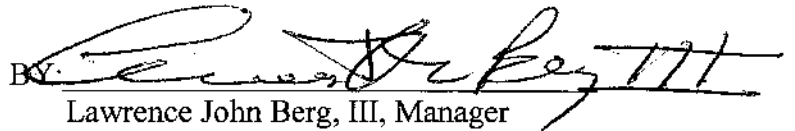
39. Except as otherwise provided herein-above in Paragraph 35, these protective covenants may be amended at any time by a written agreement duly executed by a party or parties owning seventy-five percent (75%) or more of the recorded lots subject to these covenants, at the time said amendment or modification is sought. At any time, after the date hereof, the Developer may amend these protective covenants by written instrument executed and filed in the land records of the Chancery Clerk of Rankin County, Mississippi, provided the Developer owns at least twenty-five (25%) percent of the lots in the subdivision. These covenants are to run with the land and shall be binding on all parties, persons and entities claiming under them for an initial period of twenty-five (25) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless and until an instrument signed by the owner or owners of

seventy-five percent (75%) or more of the above described lots has been recorded in the public records revoking these covenants.

40. Invalidation of any of these covenants by judgment and/or court decree shall in no way effect any of the other provisions which shall remain in force and effect.

WITNESS THE SIGNATURE of the undersigned on this the 22 day of April, 2024.

Berg Land Development, LLC, Developer

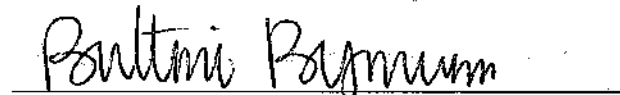
BY:   
Lawrence John Berg, III, Manager

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Lawrence John Berg, III, Manager of Berg Land Development, LLC, who acknowledged to me that for and on behalf of said company, he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after first being authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22<sup>ND</sup> day of April, 2024.



  
NOTARY PUBLIC