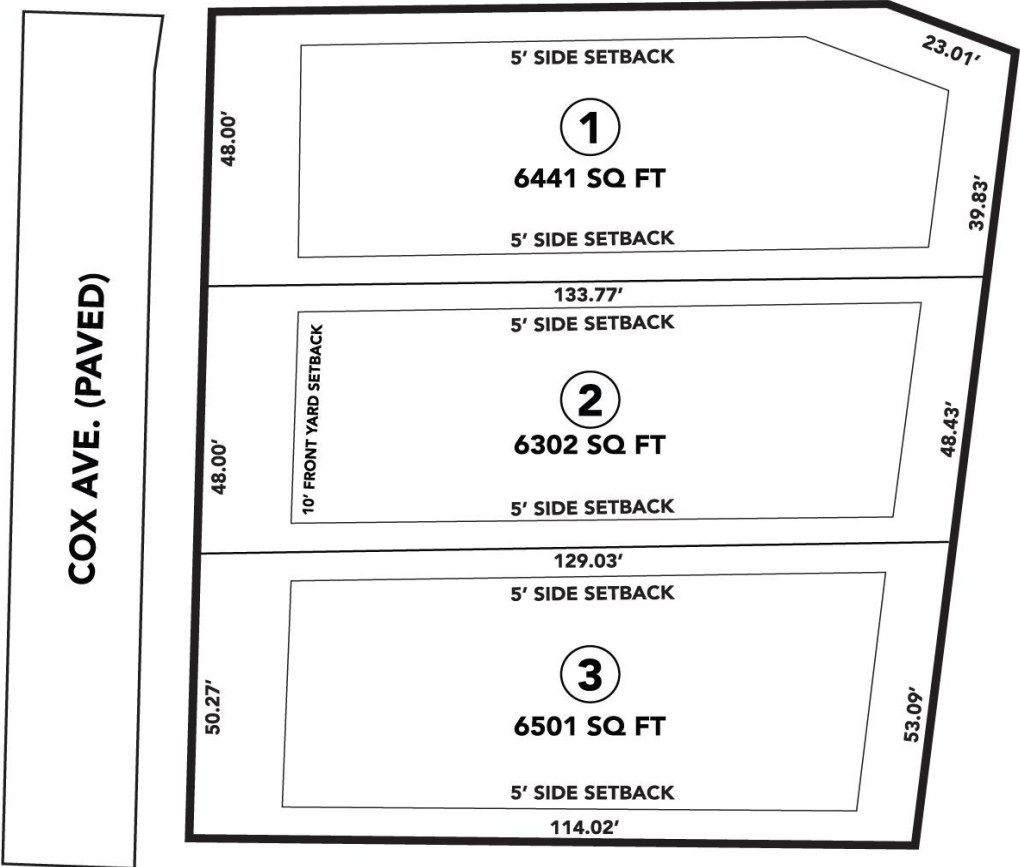


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**CONDITIONS AND RESTRICTIONS
FOR ROSETTI PARK**

(To be filed upon receipt of final plat approval)

THIS DECLARATION is made this (date), by Applewhite Properties, LLC, a Mississippi Limited Liability Company, for itself, its successors, grantees and assigns, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Jackson County, Mississippi, which is more particularly described as follows, to-wit:

Lots 1 through 7, inclusive, ROSETTI PARK (PHASES 1 AND 2), a subdivision in Ocean Springs, Mississippi, according to a plat thereof recorded in Plat Book __ at Page __ of the public records of Jackson County, Mississippi.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to numbered Lots 1 through 3 as illustrated and shown on the plat of Rosetti Park, as recorded in the public records of Jackson County, Mississippi.

Section 4. "Building Site" shall mean those fractional parts of adjacent lots or one or more lots and all or a portion of an adjacent lot, which are more particularly described and defined in Section 20 of Article VI of this Declaration.

Section 5. "Home" or "dwelling" shall mean and refer to the principal building situated upon a Lot which is designated and intended for use and occupancy as a residence by a single family.

Section 6. "Living Unit" shall mean and refer to a Lot and the Home constructed thereon.

Section 7. "Declarant" shall mean and refer to APPLEWHITE PROPERTIES, LLC, a Mississippi Limited Liability Company, and its successors, assigns and nominees.

Section 8. "Outbuilding" shall mean an accessory structure on a lot primarily used for storage, parking, or similar activities that is not designed or intended for occupancy as a dwelling unit.

Section 9. "Accessory Cottage" shall mean an accessory living unit located on the same lot as a principal structure.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No building, fence, wall, swimming pool, mailbox, decorative objects placed in yards, Landscaping, or other structure shall be commenced, erected

or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials, roof, 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 Architectural Control Committee composed of at least two (2) and not more than five (5) representatives appointed as herein provided. In the event said 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.

Section 2. Architectural Control Committee. The initial Architectural Control Committee shall be composed of Roger Dale Applewhite and Victoria Rosetti-Applewhite. Upon the death or resignation of a member or members of the committee, the remaining member or members shall have full authority to designate successor members. The Declarant shall have the authority to appoint committee members in addition to the two (2) original members. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Section 3. Granting of Variances. When a building or other structure has been erected or its construction is substantially advanced and the building is located on any lot or building site in a manner that constitutes a violation of these covenants, conditions and restrictions or the building setback lines shown on the recorded plat, or if the Architectural Control Committee, in its sole discretion, determines that a variance is desirable in order to best accommodate the location of a planned building on a particular lot, the Architectural Control Committee may release the lot or building site, or parts of it, from any part of the covenants, conditions and restrictions, or setback

lines, that are violated. The Architectural Control Committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion. Provided, however, that the Architectural Control Committee shall have no authority to grant a variance of Ocean Springs ordinances, zoning regulations or Unified Development Code, including, but not limited to, those that may be contained in these covenants, conditions and restrictions. Neither the declarant, nor the Architectural Control Committee, nor any of the respective members, shall in any way be liable or be held liable to any Owner, the Association, or any other person or entity resulting from its good faith exercise of the discretionary authority conferred by this Section.

ARTICLE III

DUTY TO CLEAR A LOT IF OWNER

ELECTS NOT TO REBUILD AFTER DESTRUCTION

In the event of damage to or destruction of any Home on the Properties by fire, windstorm, water, or other cause whatsoever, and the Owner elects not to rebuild the Home, then the Owner shall be required to clear the Lot within ninety (90) days after the damage or destruction to the Home. The Owner shall be required to maintain the Lot in a clean and presentable manner, free from all trash and rubble, and to maintain the Lot so that it is in harmony with the surrounding property.

ARTICLE IV

RESTRICTIONS AS TO USE,

OCCUPANCY AND APPEARANCE

Section 1. General. All of the Lots shall be used and occupied as single family residences and no structures shall be erected, altered, placed or permitted to remain other than one single

family dwelling with a private garage for not more than three (3) vehicles and one (1) storage or outbuilding. No building, fence, wall, swimming pool or other structure shall be erected or placed on any Lot, except in accordance with the provisions of this Declaration, including written permission of the Architectural Control Committee. No alteration to the exterior (appearance) of any Home, Lot, building, fence, landscaping, or other structure shall be made without the written permission of the Architectural Control Committee created hereunder. No vinyl siding or E.I.F.S. (exterior insulation and finish system – synthetic stucco) shall be permitted. Each Owner shall be responsible for his/her own exterior maintenance, landscaping, and maintenance of the landscaping, so long as it does not interfere with the adjoining Lot Owners, and is consistent with these Covenants, Conditions and Restrictions, and harmonious with the surrounding improvements.

Section 2. Building Setback Requirements.

No building shall be located on any lot in the subdivision nearer than ten (10) feet to the front lot line, nearer than five (5) feet to any interior lot line, and nearer than ten (10) feet to the back or rear lot line. For the purpose of these covenants, conditions and restrictions, eaves, steps and open patios shall not be considered a part of the building. If a condition is in conflict with regulations of the City of Ocean Springs, the stricter regulation shall prevail.

Section 3. Dwelling Size. The dwellings on Lots 1 to 3 of Phase 1 and 4 to 7 of Phase 2, inclusive, shall have a minimum of 1800 square feet of heated and cooled living area if a single story residence and 2800 square feet of heated and cooled living area if a two story residence. All lots shall have a (covered or enclosed, attached or detached) vehicle storage area (if the storage area is only covered, it shall be located behind $\frac{3}{4}$ of the footprint of the principal structure) for at

least two (2) vehicles. For purposes of determining heated and cooled living area, porches (other than glass-enclosed porches), garages, and storage areas shall not be included.

Section 4. Fences. All fences to be constructed on any lot shall be no greater than six foot high, constructed of high quality materials such as aluminum, wrought iron, stucco, living walls, and other artistic expressions and must be approved by the Architectural Control Committee. No other fences will be allowed. Furthermore, fences shall not be painted or stained and the materials shall not be altered in any way. Expenses for repair or replacement of fences located on common property lines shall be shared equally by the respective property owners.

Section 5. Temporary Structures. No structure of a temporary nature (trailer, shack, tent or other building) shall be moved to, placed upon or used on any Lot at any time, either temporarily or permanently, excepting, however, that during periods of construction, contractors shall be permitted a single storage shed on each separate construction site.

Section 6. Building Condition, General Appearance, Nuisance, and Health Regulations. All premises shall be maintained in good repair, shall be clean and sanitary at all times, and no nuisance and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 7. Noxious and Offensive Trade. No noxious or offensive trade or activity shall be carried out upon the Properties nor shall anything be done thereon which may be or become an annoyance to the other Owners. Floodlights, bells, telephones, music, number or noise level of pets, air pollutants, etc. shall not be such as to constitute a nuisance to or impair the enjoyment of neighboring lots or building sites.

Section 8. Signs. No professional, commercial or other signs of any kind shall be erected or maintained on any Lot or Home by any Owner except with the written permission and direction

of the Association, or except as otherwise required by law, it being understood that the will not grant permission by the ACC unless reasonably necessary to avert serious hardship to an Owner. However, an Owner may place a professionally made "For Rent" or "For Sale" sign no larger than three (3) square feet in size on the Lot. This restriction is not applicable to the Declarant during any such period of time that Declarant owns any Lot and is offering any said Lot, Home or Living Unit for sale.

Section 9. No Clothes Lines. No outside clothes lines or other items detrimental to the appearance of the Properties shall be permitted on any Lot. All personal garbage and trash receptacles which are to be furnished by the Owners must be hidden from view.

Section 10. Animals. No livestock, animals, chickens or fowl of any kind shall be permitted on the Properties except for dogs and cats owned as personal pets which shall not be kept in such number or manner as to interfere with to other Owners' quiet enjoyment of Lots. In addition, no dogs shall be permitted on the Properties except inside a Home or fenced-in area, without being on a leash and under the immediate control of a responsible individual.

Section 11. No lot shall at any time be used for the purpose of any trade, business, manufacture or public amusement. Signage of any kind is strictly prohibited, with the exception of real estate "for sale" signs.

Section 12. Nuisances. No nuisance shall be allowed upon the Properties, nor any use or practice that is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No Owner shall permit clothes, towels, or other items of personal property to be hung, draped, or otherwise displayed on the patio for the purpose of drying or for any other purpose

in a manner which would allow said clothing, towel or other personal property to be viewed by any other person occupying or using the Properties. No Owner shall permit any noise to originate from his Home that would be an annoyance or nuisance to occupants of adjoining Lots, including, but not limited to, radios, record players, stereos, musical instruments, singing, barking of dogs, and meowing of cats.

Section 13. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Properties shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 14. Leasing. Entire Living Units may be rented provided that the Living Unit is used only as a residence; that the lease or rental period is for not less than thirty (30) consecutive days; that the Living Unit is occupied by only one family having no more members than the Living Unit is designed to accommodate; and provided that such use by the tenant or tenants does not create a nuisance. Short-term vacation rentals will be considered in accordance with the City of Ocean Springs ordinances and regulations upon prior written application to the ACC.

Section 15. Parking. No boat, boat trailer, travel trailer, house trailer, motor home, truck, tractor or commercial vehicle of any kind, or any other motor vehicle, machine, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger mini-vans (vans are specifically limited to mini-vans, shall be parked or stored in any driveway or on any Lot in the subdivision. All vehicles belonging to Owners or tenants occupying any dwelling, building site or lot must be operable and not in storage and/or being repaired and must be parked in a garage

or in a driveway. No concrete parking pads other than driveways shall be permitted in any front yard.

Section 16. Maintenance of Vacant Lots or Building Sites. If construction of a residential dwelling is not commenced within 24 months from the date the plat is recorded on any lot or building site, then the Owner (excluding Declarant) shall remove all underbrush and mow and maintain the lot on a regular basis. If any unimproved lot or building site is not so maintained, the Declarant or the ACC shall be empowered to maintain the lot or building site, and the cost of any such shall constitute a lien against the property. Such lien may be enforced by civil action or foreclosure proceeding against the property. Any attorneys fees or costs incurred in the enforcement or collection of any such lien or foreclosure shall be the responsibility of the violating property owner.

Section 17. Flagpoles, Antennas, Satellite Dishes, and Basketball Goals. No flagpoles, ham radio antennas, citizen band radio antennas, television antennas, or any other type of antenna shall be allowed or permitted to be erected or located or to remain on any lot or building site at any time. Any television satellite dishes erected and located on a building in the subdivision (1) shall not exceed eighteen (18) inches in diameter, (2) shall be located on the rear of the building, and (3) shall not be visible from the street. Basketball goals, posts or backboards shall not be erected, altered or permitted on any lot or building site in the subdivision or on any street right-of-way, unless the same is erected behind the dwelling, is of standard size, height and appearance, and is screened from view to the satisfaction of the Architectural Control Committee.

Section 18. Swimming Pools. All swimming pools shall be built and designed for in-ground use only and must be approved by the Architectural Control Committee.

Section 19. Accent and Gas Lighting. Accent lighting on the front of the house and landscaping must be lit from dusk until dawn. Also, the gas lanterns on the mailbox and house must remain lit at all times.

Section 20. Maintenance and Landscaping. Each Owner shall maintain the appearance of his or her lot or building site in high quality condition, the measure of which is within the sole discretion of the ACC, and will provide and maintain landscaping on the lot or building site. Grass, flowers and shrubbery must be kept in an orderly fashion. No bamboo hedges, plant material or hedges (excluding trees), exceeding three (3) feet in height shall be allowed within the required ten (10) front setback area.

Section 21. Adjoining Lots. If one or more lots, or one lot and all or a portion of an adjacent lot, or two or more fractional parts of adjoining lots, within the subdivision, are utilized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest platted lot within the subdivision nor have a width, at the building setback line, of less than the width, at the building setback line, of the smallest platted lot within the subdivision, provided that it is otherwise compliant with applicable zoning regulations of Ocean Springs.

Section 22. Reservation of Easements. Easements for the installation and maintenance of utilities and drainage facilities, for maintenance of brick entrance wall, subdivision entranceways and entrance signs, and for sidewalks are reserved as shown, noted and indicated on the recorded Plat of the subdivision and are hereby adopted as part of this Declaration.

Section 23. Tree Removal. In order to assure that maximum benefit of natural vegetation accrues to the owners of lots within the subdivision, trees may only be removed in accordance with the Tree Ordinance of Ocean Springs, Mississippi, and approved by the architectural review committee. However neither the declarant nor the ACC in any event be responsible for injury to any person, entity, or third party or other action associated with an owner's failure to adequately maintain their trees or other vegetation.

Section 24. Sidewalks. Sidewalks must be installed for every lot prior to occupancy of any dwelling unit, provided that five years from approval of the final subdivision plat by the Ocean Springs Board of Aldermen, the owners of any lot, or lots, for which sidewalks have not been installed shall be required to do so. In the event sidewalks are not installed, as herein prescribed, the appropriate agency of the City of Ocean Springs shall be authorized to cause to have installed said sidewalks, the cost of which shall become a special assessment against the affected property.

Section 25. Storage or Outbuildings. Only one storage or outbuilding, shall be placed, permitted or allowed on each lot. The size and design of any such outbuilding must be approved in writing by the Architectural Control Committee and must conform to all setback requirements contained in Section 2 of Article VI of these covenants and those setback requirements of Jackson County, Ocean Springs, and any other applicable government entity.

Section 26. Regulations. Reasonable regulations concerning the use of the Properties may be made from time to time by the declarant or ACC in a manner consistent with these covenants. Copies of such regulations and amendments shall be furnished by the declarant or the ACC to all Owners and residents on the Properties upon request.

Section 27. Proviso. Provided, however, that until Declarant has completed all of the contemplated improvements and closed the sale of Lots 1 – 3 of ROSETTI PARK, neither the

Owners nor the ACC shall interfere with the completion of the contemplated improvements and the sale of the Lots by Declarant. Declarant may make such use of the unsold Lots if any, as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the Properties and the display of signs.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that a Court of competent jurisdiction shall determine that any lot owner shall have violated or have attempted intentionally or in bad faith violate any of the covenants herein, the owner of the lot or lots causing the violation upon which the violation occurs shall pay all reasonable attorney's fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment, court order or change in applicable law shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

(a) The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of fifteen (15) years from the date this Declaration is

recorded, after which time they shall be automatically extended for successive periods of five (5) years.

(b) This Declaration may be amended anytime during the initial fifteen (15) year period or any extensions thereof by Declarant or its nominees, provided they own at least fifty-one percent (51%) of the numbered lots in the subdivision. Subject to the terms expressed in section 26. Regulations, beginning five (5) years from the date of recordation of the Declaration and for the remainder of the initial fifteen (15) year period or any extensions, the Covenants may also be amended by the written consent of at least seventy-five percent (75%) of the Lot Owners, exclusive of their mortgagees. Any amendment must be recorded.

(c) Notwithstanding anything herein contained to the contrary, the Declarant reserves and shall have the right for a period of five (5) years from the date of the recording of these Covenants, Conditions and Restrictions to unilaterally amend this Declaration in whole or in part in order to (1) conform this Declaration to the requirements of any governmental agency, federal, state or local, (2) to conform to the requirements of any mortgage lender, or (3) to insure the reasonable development of the property; the determination of the reasonableness concerning the development of the property shall be within the sole discretion of the declarant and the ACC. The Declarant shall retain total control of the property, the development thereof, and the improvements thereon including, without limitation, plan approval, until the development is complete and all of the lots have been sold.

DESIGN GUIDELINES
for
ROSETTI PARK
(To be filed upon receipt of final plat approval)

INTRODUCTION

Pursuant to Article II of the Declaration of Covenants, Conditions, Restrictions and Easements of Rosetti Park, the written approval of the Architectural Control Committee must be obtained before lot clearing or construction may begin on any lot. An applicant seeking such a permit is required to submit to the Declarant/Rosetti Park Architectural Control Committee an application along with a complete set of final plans and specifications. In addition to the specifications laid out in the Declarations of Covenants, Conditions and Restrictions For Rosetti Park on file in the Chancery Clerk's Office of Jackson County, the submittal should conform to the specifications detailed below and must include: (1) fencing detail, if fence is to be constructed; (2) swimming pool detail, if pool is to be constructed; (3) landscape plan including driveways, and walkways (3) construction damage deposit in the amount of \$2,000 payable to Applewhite Properties, LLC. The goal of the Rosetti Park Architectural Philosophy is to establish broad guidelines for architectural control of the homes to be constructed in Rosetti Park. This will allow each individual to express their own ideas and use their creativity to design their home and help maintain the integrity of Rosetti Park.

SPECIFICATIONS:

1. Architectural Design: Home design to reflect contemporary interpretations of Gulf Coast architectural styles such as Acadian-Creole or Craftsman with minimalistic, smooth lines, contemporary fixtures and finishes such as door and window styles, lighting, drives and walkways and must be harmonious with the natural surroundings. Exterior to incorporate natural materials and/or metal, i.e. wood, stone, slate, marble, etc. and at least one roof section must be metal, i.e. the entire roof, a porch roof, etc. No aluminum or vinyl fascia. Homes are strongly encouraged to incorporate a front porch at least eight feet in depths and with a length equal to at minimum one-third of the width of the structure. Exterior color schemes must complement the design and material of the home. An accent color may be used on trim, doors or shutters but may not be fluorescent. At least one architectural feature must be included in the plan, i.e. accent wall, water feature, etc. No one plan may be constructed more than one time in the subdivision unless there is significant change to the front elevation. Overall, artistic expression is encouraged.
2. Exterior Lighting: Exterior lighting to be incorporated into landscaping visible from the street and must be directed downward, diffused or of low wattage. At least one exterior gas lantern must be used on homes, must be visible from the street. All other exterior lighting must be compatible with the home's design and style and used to highlight the home's landscape and exterior features.

3. Mailboxes: All mailboxes and posts must be black or bronze aluminum mailboxes with a wooden or aluminum post to be approved by the Architectural Control Committee
4. Fences: Must be of high quality and complementary to the homes in the subdivision. For example, materials such as aluminum, wrought iron, stucco, living walls and other artistic expressions subject to the approval of the Architectural Control Committee. Wooden fences of picket style or other design must be custom-cut and not 'stock' purchases. The design must be approved by the Architectural Control Committee.
5. Landscaping: The majority of landscaping must be hardscape and plant beds i.e. pavers, gravel, rocks, gardens, decks, etc. Landscape accent lighting and an irrigation system must be included in front yard landscaping. Plant beds with shrubs that are appropriately sized for the structure and that enhance the appearance and curb appeal of the exterior elevation are also required. Irrigation system must be operating on a schedule so as to ensure proper maintenance of landscaped areas. Landscape lighting must be hard-wired (no solar) on a photo cell to ensure dusk to dawn operation and in quantities (13-15) to sufficiently accent the landscaping and exterior of the home.
6. Garage Doors: Front facing garage doors must be complimentary to the style and design of the home. Garages are encouraged to be located to the rear of the home and beyond the midpoint of the house.
7. Changes or Modifications: Any changes or modifications made to existing homes must adhere to the Rosetti Park Covenants, Conditions and Restrictions and the Design Guidelines and must be approved by the Architectural Control Committee prior to the start of such changes or modifications.