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**PREPARED BY AND RETURN TO:**

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**INDEXING:**

Lots 1 through 5,  
Crossroads Subdivision,  
Plat Cabinet \_\_\_\_\_,  
Slides \_\_\_\_\_ and \_\_\_\_\_,  
Madison County, MS

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND  
RESTRICTIONS OF CROSSROADS SUBDIVISION**

The Declaration of Protective Covenants, Conditions, and Restrictions of Crossroads Subdivision ("Declaration") is made and entered into as of \_\_\_\_\_, by David Dwight Kennedy and Kimberly Pugh Kennedy (together "Declarant").

**RECITALS**

**WHEREAS**, the Declarant is the developer of the residential subdivision known as Crossroads Subdivision consisting of Lot 1 through Lot 5 (the "Property") which is comprised of certain real property situated in Madison County, Mississippi as described in **Exhibit "A"** attached hereto.

**WHEREAS**, the Declarant is the current fee owner of record of the Property and all of the Lots; and

**WHEREAS**, the Declarant desires to hereby establish and impose covenants, conditions, and restrictions appurtenant upon and to run with the Property, and any and all parts and Lots thereof, for the mutual benefit of and to be binding upon the Declarant and all future owners of any part of the Property or Lots. "Owner" "Owners", as used herein, means the current owners of any part of the Property or Lot and any future owners of any part of the Property or Lot.

**NOW, THEREFORE**, in consideration of the mutual benefits and advantages that this Declaration will provide to the Declarant and all future owners of any part of the Property or Subdivision, the Declarant declares the Property and all Lots in the Subdivision are subject to the following covenants, conditions, restrictions, and easement appurtenanton.

**1. Intent of Neighborhood: Uses.**

The Subdivision is intended to be an estate-lot residential community. As such, the Property and all Lots shall be used for single-family, residential purposes only. No commercial activity or business of any kind or nature may be conducted on any Lot; provided, however, that the use of a portion of a dwelling as a home office by any owner is permissible so long as such home office does not create regular or continual customer or business traffic and is not advertised as a place of business.

**2. Subdivision of Lots.**

No Lot shall be subdivided or its boundary lines changed, except with the prior written consent of the Declarant or, at such time as the Declarant ceases to own any Lots, then prior written consent signed by the fee owners of a majority of the other Lots. Notwithstanding the foregoing, Declarant expressly reserves the right to subdivide or re-plat any Lot or such Lots owned by the Declarant and to take such other action as may be reasonably appropriate, convenient or necessary

to make such re-platted Lot or Lots suitable for use as a building site for a dwelling, including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of such re-platted Lots.

**3 Approval and Construction of Improvements.**

a. Dwellings. Only one single-family dwelling may be constructed on any one Lot. No dwelling shall be constructed, altered, placed, or permitted to remain on any Lot unless it contains a minimum of two thousand (2,000) square feet of heated and cooled living floor area. The floor area of the garage, attic, basement or open porches of a dwelling shall not be counted for this purpose. No mobile homes or modular homes shall be constructed, placed, or permitted to remain on any Lot. Barndominiums are allowed. Other than the one dwelling permitted under this Section 3 (a) and the one out-building permitted under Section 3 (b), no other structures shall be constructed, placed or permitted to remain on any Lot.

b. Out-Buildings and Temporary Structures. A barn, metal shed, storage shed or workshop may be constructed or placed on any one Lot, provided that the design and materials for such out-building must be approved by the Declarant. Any such out-buildings shall be located behind a line extending from the rear wall of the dwelling to the side lot lines.

c. Fences. Chain link or barbed wire fencing may be constructed, placed, or permitted to remain on any Lot if approved by Declarant. Wood, wrought iron and masonry may also be used for a fence if approved by Declarant.

d. Antennas and Satellite Dishes. Any antennas or satellite dishes shall be affixed on the side of the dwelling facing away from the nearest road.

e. Utility Lines. All telephone, electrical, cable television, and other similar lines

located outside and between any building on any Lot and any power transmission or other lines shall conform to existing electrical codes.

f. Signs. No sign of any kind shall be exhibited in any way, on or above any part of a Lot, except for signs marking the sale of a Lot and construction activity signs not exceeding nine (9) square feet.

g. Setbacks As reflected on the Plat, no dwelling or any other structure on any Lot shall be constructed or located any nearer than 50 feet from the front boundary line, 50 feet from the rear boundary line, or 25 feet from any side boundary line of such Lot.

#### **4. Maintenance, Upkeep, and Appearance.**

a. Unightly Conditions and Nuisances. Each Owner and other occupant of a Lot shall have the responsibility to maintain the Lot and any improvements thereon in a clean and neat condition and to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Lot which may tend to decrease the beauty or aesthetic characteristics of any portion of the Property, including the Lot. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate or remain upon any Lot or other portion of the Property. All rubbish, debris, or trash of any kind shall be regularly disposed of in sanitary containers designed for regular pickup by local sanitation services. No nuisance or odors shall be permitted to exist, operate or remain upon or arise from any Lot or any other portion of the Property which are unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portion of the Property. No noxious or offensive activities shall be permitted or conducted in or on any Lot or dwelling or any portion of the Property. Each Owner, his family, invitees, and all other persons on a Lot shall refrain from any act or use of a Lot, the dwelling or other structures on the Lot or the Property, which

might cause disorderly, unsightly, or unkempt conditions which might cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Property or which would be in violation of any law, governmental code, or regulation. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells or other sound devices used exclusively for such purposes shall be permitted. Any Owner or other person who dumps or places, or permits his family or invitees to dump or place, any trash or debris upon any portion of the Property shall be liable to the other Owners for all costs and expenses for the removal of such trash or debris incurred or paid by the other Owners which shall be payable immediately upon demand by or from the other Owners.

b. Animals. Horses, livestock and no more than ten caged chickens for eggs, may be raised, bred, kept, or pastured on any Lot or any portion of the Property, and dogs, cats, birds, or other household pets for non commercial purposes and which are kept in a dwelling and are not a source of annoyance or a nuisance to the Property are allowed. Permitted household pets should be restrained within fenced areas or under leash. Pets shall be attended at all times and shall be registered, licensed, and inoculated as required by law. No commercial kennels or stables shall be constructed, placed, or permitted to remain on any Lot. Any animal creating a nuisance in the neighborhood, be it from excessive noise, trespassing onto another Owner's Lot, chasing people or the like, shall constitute a nuisance and may be removed through legal action or by local animal control.

c. Vehicles. All vehicles (automobiles, ATVs, boats, etc.) machinery, tractors, mowers, trailers, and the like shall be parked or stored in enclosures which screen the vehicle from street-view or in the rear of the dwelling such the item is not visible from the street or any neighboring Lots. No

owner or other occupants of any Lot shall repair or restore any vehicle of any kind on any Lot except within enclosed garages or workshops.

d. Storage. All personal property shall be stored within an enclosed structure and hidden from public view. Each Owner shall provide a screened area to serve as a service yard and a storage area for trash or garbage receptacles, fuel tanks, or similar storage receptacles, electric or gas meters, air conditioning equipment and other similar or unsightly objects in order to conceal such objects from view from the roads and adjacent Lots.

e. Clothes Lines. No clothes lines or other clothes drying apparatus shall be permitted on any portion of the Lot or exterior of the dwelling.

## **5. Enforcement.**

a. General Enforcement. This Declaration shall be enforceable by a proceeding at law or in equity. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other person, then each of the other Owners or the Declarant, jointly or severally, in addition to all other rights at law, in equity or otherwise, shall have the right, but not the obligation, to proceed at law or in equity; (i) to compel compliance with this Declaration; (ii) to prevent the continuing or threatened violation or breach of the provisions of this Declaration; (iii) to recover damages caused by any breach or violation of this Declaration; (iv) to recover on any lien created by this Declaration; (v) to recover any amounts owed under this Declaration. Any Owner, Declarant, or other person entitled to file or maintain a legal action or proceeding to seek the enforcement of this Declaration or due to an actual or threatened violation or breach of this Declaration, shall be entitled to recover attorney's fees and all other costs and expenses attributable to such action or proceeding, and the Declarant shall be entitled to recover and receive any other

amounts specified in Section 5b. All remedies hereunder are cumulative and non-exclusive.

b. Declarant's Special Enforcement Rights. Upon an Owner's failure to maintain or upkeep any structures, other improvements or landscaping on a Lot in accordance with Section 4 of this Declaration, the Declarant shall have the right, but not the obligation, after giving the Owner thirty (30) days written notice, to perform such required maintenance or upkeep on behalf of the Owner. If any structure or other improvement located on any Lot violates any provision of this Declaration, then the Declarant shall have the right, but not the obligation, after giving the Owner thirty (30) days written notice, to enter upon the Lot to abate or to remove such structure or other improvement at the sole cost and expense of the Owners of such Lot. Any such entry and abatement or removal incurred by the Declarant under this Section shall be assessed against the Owner, the Lot and the improvements thereon, and shall be billed to the Owner of said Lot. Such Owner hereby grants unto the Declarant a lien against said Owner and said Lot and the improvements thereon in the amount of such costs, plus the attorney's fees and legal expenses incurred in connection with the matter. If the Owner fails to pay the Declarant for said costs within thirty (30) days from the billing thereof, then the Declarant may file a notice of said lien in the records of the Madison County, Mississippi Chancery Clerk's office and enforce said lien against the Owner, the Lot or improvements thereon according to the laws of the State of Mississippi.

c. Injunctive Relief. In addition to all other rights and remedies, injunctive relief may be awarded for breach of this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. Therefore, Declarant and each Owner waives and agrees not to assert and claim or defense that injunctive relief

or other equitable relief is not an appropriate remedy.

**6. Appurtenant Nature of Declaration.**

This Declaration shall be appurtenant to and run with the Property and all Lots are subject to this Declaration. This Declaration shall inure to the benefit of and be binding upon the Declarant, the Owners and their respective heirs, legal representatives, devisees, successors, grantees, and assigns or any other subsequent owners of any part of the Property or Lot.

**7. Term.**

This Declaration shall remain in effect for a period of ten (10) years from the date this Declaration is recorded. After such date, this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Lot Owners terminating this Declaration is recorded in the Madison County Chancery Clerk's office at least one-hundred eighty (180) days prior to the effective date of such termination.

**8. General Provisions.**

a. Severability. Invalidation of any provision of this Declaration by judgement or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

b. Amendment. This Declaration may be amended, modified, and/or changed only by either the Declarant properly filling for record a written amendment hereto prior to September 1, 2032, and, thereafter, only by a written amendment signed by Owners of at least seventy-five (75%) of the Lots. (One Owner per Lot)

c. Waiver. Failure by any person to complain of any action, non-action or default of any other person with respect to compliance with this Declaration shall not constitute a waiver of such

action, non-action or default hereunder unless expressed in writing executed by an officer of the person against whom such waiver is asserted. Waiver by any person or any default under this Declaration, including a waiver determined to occur as the result of an action or inaction, shall not constitute a waiver of any other right such person or a waiver of any subsequent default of the same obligation of any other default under this Declaration, past, present, or future.

d. Governing Law. This Declaration shall be governed by the laws of the State of Mississippi.

e. Notice. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when delivered to the dwelling on the Owner's Lot, or deposited in the United States mail, postage prepaid, addressed to the Owner's last known address according to the land rolls maintained in the Tax Assessor's office of Madison County, Mississippi.

**IN THE WITNESS WHEREOF** the Declarant has caused this Declaration to be duly executed effective for all purposes as of the date first referenced above.

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**David Dwight Kennedy**

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**Kimberly Pugh Kennedy**

**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, **2024**, within my jurisdiction, the within named **David Dwight Kennedy and wife, Kimberly Pugh Kennedy**, who acknowledged that **they** executed the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_  
(SEAL)