

WB 2 B 260 PG 1 10

PROTECTIVE COVENANTS FOR CIRCLE G ESTATES

In order to protect the health, safety, and general welfare of the owners of the property within Circle G Estates, the following covenants will run with each deed or link. Subdivision restrictions one thru five shall be enforceable by Hancock County.

1. **BUILDING PERMITS** No building permit shall be issued before the Mississippi State Board of Health approves the sewage and water systems. Whenever the subdivision is served by community (central water system), no private water supply may be drilled or otherwise constructed on any lot for the purpose of 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 well source and any element of the community water system.
- *2. **CONSTRUCTION** Construction of any nature is prohibited in County drainage easements or street right of way, Mailboxes and streets - driveway to in are allowed and excluded from this restriction.
3. **NO JUNK** 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 discarded automobiles, trucks, trailers, 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 tires, machinery, signs, paper, hose or bending, and old tires.
4. **NO SUBDIVIDING** No lots shall be subdivided without prior written approval of the Board of Supervisors and Chancery Court of Hancock County, Mississippi. Notwithstanding the foregoing, the minimum size for any lot which a dwelling may be constructed shall be one (1) acre.
5. **SINGLE-FAMILY DWELLINGS** All lots shall be used for single family residential purposes. Provided however, developer and his agents shall have the right to use a lot and put a mobile home on such lot as a temporary sales office for marketing and development purposes until the development is completed and sold.
6. **ONE ACRE MINIMUM PER LOT** No lots shall be re-subdivided without the prior written approval of the Board of Supervisors of Hancock County, Mississippi. Notwithstanding the foregoing, the minimum size for any re-subdivided lot on which a dwelling may be constructed shall be one (1) acre.
7. **ONE HOUSE PER LOT** No residence may be built or placed on less than one (1) lot and only one (1) residence may be built or placed on one (1) lot.
8. **FENCING** Front yard fences are not to exceed forty-five (45) inches in height and shall be made of wood, vinyl, masonry, stone, or metal and are to be decorative in nature. Chain link fences are not allowed in the front yards of any lots. Fences in the back yard shall be made of wood, vinyl, masonry, masonry, metal, or chain link only. No other type of wire fencing shall be allowed.
9. **CONVENTIONAL DESIGN AND MATERIALS** All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to Southern Building Code Standards and must be completed within six (6) months from the date construction is commenced. All utilities shall be provided underground.
10. **MINIMUM HEATED AND COOLED AREA - 1,600 SQUARE FEET** Each dwelling shall be constructed with at least 1,600 square feet of heated and cooled living area under roof.

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excluding deck, basement, attached garage, and unattached porch. The minimum pitch of the roof on the main body of all dwellings shall be 3/7 and 12 pitch.

11. DUPLICATED HOMES PRIOR TO OUTBUILDINGS No structures of a temporary character (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, barn, or other building), shall be used on any lot, at any time as either a temporary or permanent residence. The use, parking or storage of a large trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited.

12. WOULD OUTBUILDINGS TO REAR OF HOME Any separate structure such as equipment shed, animal shelter, greenhouse, or storage buildings must be placed to the rear of the dwelling. Such structures shall not be constructed or used until the dwelling on the lot is completed or under construction. A "ramp shed" is not to be considered an outbuilding; and as such, shall not be required to be placed to the rear of the home. "Ramp sheds" are not to exceed 5' x 5' (total of 25 square feet).

13. NO COMMERCIAL OR INDUSTRIAL USE PERMITTED No dwelling or necessary structure, erected or to be erected, shall be used directly or indirectly for trade or business. Commercial or industrial use of any part of the property is prohibited. Circle G Riding Stable, LLC is the only exception to this regulation and only until the subdivision is fully present (8/1/09) developed. After the eighty percent (80%) completion, Circle G Riding Stable, LLC and all its accomplishments will cease and desert operations and shall be entirely dismantled from Circle G District.

14. SET BACKS No structure shall be constructed or placed nearer than forty (40) feet from the front boundary line and ten (10) feet from the side boundary lines and twenty (20) feet from the rear boundary line. This restriction shall not apply to driveways, mailboxes, or fences.

15. SWYPOD SYSTEMS Individual average disposal systems shall be installed in accordance with the Mississippi State Board of Health regulations.

16. PUBLIC NUISANCE 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.

17. LOT MAINTENANCE Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and slightly appearance within Circle G District. Developer, or its agent, reserves and shall have the right but not the obligation to cut the grass for which the owner shall pay the developer 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 agrees that any unpaid charges will constitute cause for the developer to impress a lien against their lot with the County Clerk and file suit in the appropriate court, to recover all charges, including all the attorney fees and reasonable costs of collection incurred.

18. GARAGE MAINTENANCE All garages, sheds, or other waste of any kind shall be kept in sanitary condition. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19. ANIMALS No large animals (to include horse/ponies), livestock, goats, swine, or poultry shall be bred, kept, or raised on any lot except that dogs, cats, or other household pets may be kept, provided they are not used, kept, or raised for any commercial purpose; but, rather for the personal enjoyment of the lot owner or family residing thereon. All animals which are permitted under this clause shall be kept under adequate fences and sanitary conditions so that they will not cause any damage, nuisance, or inconvenience to the neighbors.

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20. FIREARMS The discharge of firearms within Circle G Estates is expressly prohibited.

21. CONTRACTIONS All contractors must keep all lot 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.

22. DAMAGED STRUCTURES In the event a dwelling or appointment 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.

23. UTILITY EASEMENTS Developer reserves unto itself, its successors and assigns the following non-exclusive perpetual easements or rights of way: utility easements fifteen (15) feet in width along the rear and street boundary lines and ten (10) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utility and fire drainage. This reservation of such utilities is for the purpose of providing for the practical installation 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.

24. EASEMENTS (A) Developer reserves unto itself, its successors and assigns a non-exclusive perpetual easement or right of way for drainage, utility, and access purposes across any other lot identified on said plat filed of record in the office of the Chancery Clerk of Hancock County, Mississippi. (B) No lot shall be purchased for the purpose of providing access to other property not located within Circle G Estates.

25. LOT OWNER RESPONSIBLE FOR MAINTENANCE OF POND & DAM The following covenant applies only to the owner of Lot 9. (A) Owner of Lot 9 shall be responsible for the maintenance and upkeep of their pond and dam. (B) Only the owner of Lot 9 and their guests shall have the right to use the area covered by water for swimming, boating and fishing only. (C) No motorized boats shall be allowed in the pond at any time for any purpose. (D) Covenant "1/25" applies only to the owner of Lot 9, Circle G Estates and is in addition to and not in lieu of the remaining Protective Covenants for this subdivision contained herein.

26. DURATION OF COVENANTS These covenants shall remain in full force and effect for twenty-five (25) 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 (66.66%) of the lot owners is filed for record in the Office of the Chancery Clerk of Hancock County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions.

27. INVALIDATION OF COVENANTS Invalidation of any covenant by judgment or court order shall in no way affect the validity of other restrictions which shall remain in full force and effect.

STATE OF MISSISSIPPI
COUNTY OF HANCOCK



I, **MATTHEW A. KELLAR**, Clerk of the Chancery Court of said County, hereby certify that the foregoing instrument of twenty-five (25) 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 (66.66%) of the lot owners is filed for record in the Office of the Chancery Clerk of Hancock County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions.
WITNESSE my hand and Seal of said Court, this 20 day of August, 2008 at 10:30 o'clock A.M.
Witness my hand and Seal of said Court, this 21 day of August, 2008.

MATTHEW A. KELLAR, Chancery Clerk
By: *Matthew A. Kellar*