

Amended

Protective Covenants for Savannah Heights

STATE OF MISSISSIPPI
PEARL RIVER CO.
CERTIFY THE INSTRUMENT
NO RECORD

2006 DEC - 16 AM 8:37



In order to protect health, safety, and general welfare of the owners of the property of Savannah Heights, the following covenants will run with each deed or title. The following restrictions in items #1 through #5 are the minimum requirements as set forth by Pearl River County for subdivisions and this portion only will be enforceable by Pearl River County.

Item #1: No building permit shall be issued before the sewage and water systems are approved by the appropriate governing authority. Whenever a subdivision is served by a community, central water supply 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 such source and any element of the community, central water supply system.

Item #2: Construction of any nature is prohibited in county drainage easement or streets right of way.

Item #3: Lots may not be used for the storage of trash or junk or abandoned vehicles

Item #4: The minimum finished floor elevation required in areas subject to periodic inundation, flood zones A, areas designated as the 100 year flood plain shall be indicated.

Item #5: No lot will be further subdivided without approval of the Board of Supervisors and Chancery court of Pearl River County, Mississippi.

Item #6 Driveways on corner lots shall not be located closer than (25) twentyfive feet from the corner of said property closest to the intersection as measured from the corner of the property where the said two street right-of-way intersects.

Item #7: Single-family dwelling homes only will be allowed. Only one home per lot allowed. No mobile homes. Modular homes will be allowed if they meet IBC codes.

Item #8: No structure shall be constructed or placed nearer than (40) forty feet from the front and rear boundary lines or twenty feet from the side boundary lines. This restriction shall not apply to driveways or mailboxes

Item #9: All residences must have a minimum of 1,300 square feet of heated and cooled floor area, exclusive of basements, porches and garages.

Item #10: All residences constructed on any parcel of the above described property shall be fully finished dwellings of generally accepted building materials and constructed according to conventional methods of construction, using conventional materials and completed within six months from the date construction is commenced. No sheds or outbuildings can be built until house is under construction. All sheds or outbuildings must be built in the rear of the house or back yard.

Item #11: No commercial raising of pets or animals allowed. No pigs, goats, or chickens.

Item #12: Dogs and cats, no more than 3 (three) per home, will be allowed as pets. All must be restrained or kept in a manner that will not be a nuisance or produce obnoxious odors that will be annoying to other property owners.

*These covenants have been amended. Item #7 has been changed to allow modular homes that meet the IBC codes. 11-30-2006

Item #13: Lots are for residential use only, except commercial corner on plat. This parcel shall be classified as neighborhood commercial.

Item #14: No parking of 18-wheelers in subdivision.

Item #15: Each lot shall be kept in a clean and sightly condition. The developer, or its assigns, shall have the right, but not the obligation, to clean up debris, trash, junk, and cut grass or take any other action, as it deems necessary to enforce these covenants. If developer, or its assigns, is required to take such action and incurs expenses therefore, developer shall be entitled to impress a lien on the owners land in the office of the Chancery Clerk and file suit in the appropriate court, to recover all damages incurred.

Item #16: All fences must be built out of wood or plastic, no wire fence of any kind. The fence must be maintained and kept up.

Item #17: No noxious, immoral, illegal, or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.

Item #18: The minimum set back lines are front 40ft, rear 40ft, and sides 20ft.

Item #19: Individual sewerage disposal systems (septic systems) shall be installed in accordance with the Mississippi State Board of Health regulations.

Item #20: Developer reserves into itself, its successors and assigns an easement or right-of-way over a 10 foot strip inside the side, rear and street boundary lines of all lots for the purpose of installation and maintenance of utilities. This reservation 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. All utilities must be run underground.

Item #21: These covenants shall remain in 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 a majority of lot owners is filed for record in the office of the Chancery Clerk of Pearl River County, MS; altering, amending, or terminating these covenants, conditions, and restrictions. There shall only be one vote per lot.

Item #22: Enforcement shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any covenant, either to restrain violations or to recover damages.

Item #23: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Witness the signature of the undersigned on this the 30 day of Nov, 2006.

Deep South Land Development L.L.C.

Ret
Kenneth R. Allison
Prepared by: Kenneth R. Allison, Member
P.O. Box 538
Kiln, MS 39556
(228)469-0270

STATE OF MISSISSIPPI
COUNTY OF Winn

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Kenneth R. Allison, who acknowledged that he is a member of seep South Land Development, L.L.C, and that he signed, sealed, and delivered the foregoing instrument of writing on the day and year therein mentioned, as the act and deed of the said Deep South Land Development, L.L.C.

Given under my hand and seal of office this, the 30 day of Nov, 2006.

Carrie Sora
Notary Public

My Commission Expires _____

My Commission Expires: June 18, 2008

