

Protective Covenants for East Pointe Estates, Hancock County

2006 10998
Recorded in the Above
Deed Book & Page
07-28-2006 04:33:17 PM
Timothy A Keller
Hancock County

In order to protect the health, safety and general welfare of the owners of the property within East Pointe Estates, the following covenants shall run with the land. The first 10 covenants 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. Once the estates is served by community water (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 such source and any element of the community water system. A permit fee of \$1200 will be conveyed to the property owner's association for utilities connection and architectural review of the proposed site plan and building plans. No construction permits will be issued until fees are received by the East Pointe Estates Property Owners Association.
2. **EASEMENTS:** Construction of any kind is prohibited in County drainage easements or streets right of way.
 - a. **Conserving Wildlife Areas:** There shall be no construction activities or disturbance of natural habitats in the areas described as conservation areas. However, storm damaged or unhealthy trees may be removed.
3. **RUBBISH AND 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 automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building material, scrap equipment, old washing machines, dryer tanks, cans, boxes, barrels, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding, old tires, etc.
4. **SET BACKS:** No structure shall be constructed or placed nearer than 50 feet from the front boundary line, 15 feet from the side boundary lines and 120 feet from the rear boundary line. This restriction shall not apply to driveways, mailboxes, or fences (see #11 concerning placement of fences).
5. **RE-ESTATES:** No lots shall be re-subdivided.
6. **DRIVEWAYS:** Driveways on corner lots shall not be located any closer than 60 feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two street rights-of-way intersect. All driveways must be constructed of a continuous placement or lay of concrete, asphalt, brick or other similar material; no dirt, gravel, or other loose aggregate will be allowed to compose a driveway.
7. **SINGLE FAMILY HOMES ONLY:** All lots shall be used for single family residential purposes. Provided, however, the developer and his agents shall have the right to put a sales office on a lot for marketing and development purposes until all lots in this estates are sold.
8. **ONE RESIDENCE ONLY:** No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
9. **BOARD OF DIRECTORS:** The owner and developer shall appoint the initial Board of Directors which shall have three members. The initial Board shall be appointed with one, two, and three year terms respectively; each appointee shall serve until replaced by a person elected by the lot owners of record. The first election of members to the Board of Directors shall be held one year from the date of the sale of the last lot, or at the first annual Property Owners Association meeting to be held on July 1, 2008, whichever occurs first. A person to be elected to the Board of Directors must be a lot owner of record. The ownership of each lot shall have one vote, but there shall be only one vote per lot. This Board shall have authority to enforce these covenants and take action against anyone who is in violation of any covenant. There shall be only one Board of Directors for East Pointe Estates. This Board shall also have the authority to receive, consider, grant or deny variances of and from these covenants. Any judgments rendered against any property owner for violation of these covenants as well as attorney fees or other necessary expenses incurred for enforcement of these covenants shall constitute a lien against the property in question.

10. **PLAN APPROVAL:** No building, fence, mailbox, or improvements of any type shall be erected, placed or altered on any lot in this estate until the building plans, specifications, and plot plan showing the location of such building, fence, mailbox, or improvement have been approved in writing by the Board of Directors and a building permit has been issued if required by law. No approval shall be required for driveways.
11. **FENCES:** No fences shall be allowed in the front yards of any lots. Fences may only be constructed to the rear and side easements of the lot. Fences in the back and side yards shall be made of wood, vinyl, masonry, stucco, metal, or chain link only. No other type of wire fencing shall be allowed. Fences can also never obstruct drainage in any way. A non-exclusive perpetual right-of-way or easement is reserved across the common areas as depicted on the estates plat for upkeep and maintenance.
12. **COMPLIANCE:** The Board of Directors shall monitor all construction to see that these Covenants, Conditions, and Restrictions are complied with; however, this Board is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof, or any component of any house or other improvement, whether caused by defective material or defective workmanship.
13. **CONSTRUCTION:** All residences constructed on any lot shall be fully finished dwellings of generally accepted building materials and constructed according to International Building Code and must be completed within six months of commencement of construction. All utilities shall be provided underground per the requirements of the local service providers.
 - a. **Exterior Wall Sheathing:** Exterior wall sheathing must be composed of at least 75% mason products.
14. **SIZE:** Total square foot, under beam must be at least 2400 square feet. Each dwelling shall be constructed with at least 1,800 square feet of heated and cooled living area under roof, excluding attached garage and unenclosed porches. The minimum pitch of the roofs of the main body of all dwellings shall be 8 and 12 pitch. All garages must be enclosed. Attached garages shall be a minimum of 400 square feet. Detached garages are permitted and must be a minimum of 500 square feet and must have similar architectural features as the main dwelling.
15. **IMPROVEMENTS:** No structures of a temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, barn or other out building), shall be used on any lot, at any time as either a temporary or permanent residence. The use, parking or storage of a house trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited.
16. **OTHER IMPROVEMENTS:** Any separate structure such as equipment sheds, animal shelters, green houses 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.
17. **PROPERTY USE:** No dwelling or accessory structures, erected or to be erected, shall be used directly or indirectly for trade or business. Commercial or industrial use of any part of this property is prohibited.
18. **WATER SERVICE:** All lot owners shall be required to obtain water utility service from the local water association. Each lot owner shall connect each residence to their respective water line interface in accordance with the specifications set forth by the water association having jurisdiction and control of same. Likewise, each lot owner shall follow the rules and regulations of said water association. If water is not available from the local water association at the time construction is to commence, property owners shall be allowed to drill wells on their respective lots as per approval of the Mississippi Department of Health.
19. **SEWER SERVICE:** Each lot owner shall provide for their own sewer service by means of an individual on site waste water disposal system as required and approved by the Mississippi Department of Environmental Quality and Hancock County, Mississippi.
20. **NUISANCE ACTIVITY:** 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.
21. **LOT MAINTENANCE:** Property owners shall maintain their lots by periodic mowing of their grass to maintain a clean and dignify appearance within East Pointe Estates. Developer, Property Owner's Association, and the Board of Directors each reserve and shall have the right but not the obligation to cut the grass for which the lot owner shall pay no less than \$100.00 for each cutting.

- of their lot up to 12 cuttings per year. The lot owners agree to pay for the grass cutting within 10 days of receipt of statement rendered by Board of Directors and agree that any unpaid charges together with all the attorney fees and reasonable costs of collection will constitute a lien against their lot until paid.
22. **TREES, TREE REMOVAL:** No trees may be cut or removed except for building sites and other improvements without the prior written approval of the Board of Directors which may impose reasonable conditions or restrictions for tree removal. No tree may be painted or white washed.
23. **TRASH AND WASTE:** All garbage, trash, or other waste of any kind shall be kept in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.
24. **PARKING:** No vehicles may be parked on any public streets or any rights-of-ways of any public streets.
25. **ANIMALS:** No large animals, 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 that they are not bred, 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 fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to the neighbors.
26. **FIREARMS:** The discharge of firearms within East Pointe Estates is expressly prohibited.
27. **SIGNAGE:** Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling:
- a. Lot owner's sign
 - b. Realtor's "For Sale" sign
 - c. General Contractor's sign
 - d. Lender's sign
 - e. These signs must be professionally made and shall not be larger than 3 feet square. Developer, its agents and its lenders shall have the right to place larger signs at the entrance to East Pointe Estates until all lots in this development are sold.
28. **CONTRACTORS:** All contractors must keep all lots 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.
29. **DWELLING DAMAGE:** In the event a dwelling or apartment structure is damaged or destroyed by fire or act of God, the owner shall repair, replace, or completely remove the damaged or destroyed dwelling or structure within 6 months from the date of occurrence.
30. **RIGHTS OF WAY:** Developer reserves unto itself, its successors and assigns the following non-exclusive perpetual easements or rights-of-way:
- a. Utility easement 15 feet in width along the rear and street boundary lines and seven and one half (7 1/2) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. This reservation of such utilities is for the purposes 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.
 - b. 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 lots identified on said plat files of record in the office of the Chancery Clerk, Hancock County, Mississippi.
31. **ACCESS:** No lot shall be purchased for the purpose of providing access to other property not located within East Pointe Estates.
32. **SWIMMING POOLS:** No above ground swimming pools may be constructed or erected in East Pointe Estates. In ground swimming pools may be installed within the construction setbacks with Property Owners Association Board Approval.
33. **PONDS AND LAKES:** No ponds, lakes or dams may be constructed at any time in the East Pointe Estates. The following covenant applies only to owners of lots that are contiguous to a pond, lake or dam:

- a. All owners of land that is contiguous to a pond, lake or dam shall be responsible for the maintenance and upkeep of the pond, lake or dam. A perpetual easement is hereby reserved on, over, and across the dam of said lake for this maintenance and upkeep.
 - b. All owners of land that is contiguous to a pond, lake or dam and a maximum of 2 guests per lot shall have the right to use all of the area covered by water for boating and fishing only. Each owner or guest shall enter and exit the water from their respective lot only. Any such owner or guest that enters or exits the water from another person's lot shall be considered trespassing and in violation of this covenant.
 - c. No motorized boats shall be allowed on any pond or lake at any time for any purpose.
- 34. PROPERTY OWNERS' ASSOCIATION:**
- a. **Membership:** By acceptance of the deed to the property located within East Pointe Estates, the lot owner becomes a member of the East Pointe Property Owner's Association.
 - b. **Purpose:** The purposes of the East Pointe Property Owner's Association shall be to enforce these protective covenants and to maintain the common areas as identified on the estates plat. Developer shall not be responsible for the enforcement of the protective covenants.
 - c. **Annual Meeting:** The first annual meeting of the East Pointe Property Owner's Association shall be held on a date and at a time and place set by the developer which shall be 1 year from the sale of the last lot or July 1, 2008, whichever comes first. Future annual meeting dates, times and locations shall be determined at that time. For purposes of carrying on business of the property owner's association, the owner or owners of each lot shall have 1 vote per lot. Twenty-five percent (25%) present or all owners shall constitute a quorum. A simple majority of fifty-one percent (51%) of those present shall be sufficient to pass on any matters of business before the association.
 - d. **Special Meetings:** A majority of the lot owners may call a Special Meeting of the Property Owner's Association at any time by filing with the Secretary of the Association a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the Special Meeting must be sent to all lot owners of record to be discussed at the Special Meeting 15 days prior to the date of a meeting. For purposes of carrying on business of the Property Owner's Association, the owner or owners of each lot shall have one (1) vote per lot. Two-thirds (2/3) majority of those present shall be sufficient to pass on any matter of business before the association.
 - e. **Fees and Assessments:** The annual assessment shall not exceed \$200.00 per year, per lot, through calendar year ending December 31, 2008, and thereafter the amount of the annual assessment shall be set by the Property owner's Association. The annual assessment or the pro-rata part thereof shall be paid at the time of each lot purchase. Thereafter, the annual assessment shall be due in advance of January 1 of each calendar year thereafter. All said lot owners agree to pay said maintenance charges within thirty (30) days of receipt of statement rendered by the Board of Directors and agree that any unpaid charges, together with attorney fees, and reasonable collection costs will constitute a lien against their lot until paid. Developer shall not be responsible for paying annual assessments for any unsold lots.
- 35. DURATION:** 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 two-thirds (2/3) 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.
- 36. INVALIDATION:** Invalidation of any covenant by judgment or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.
- 37. VEHICLES:** Only vehicles that require a state license to travel on public streets shall be permitted to operate within East Pointe Estates. All unlicensed vehicles including, but not limited to, all-terrain vehicles, go-carts, and other unlicensed motorized vehicles shall not be allowed to be operated on any street, lot or common area or on any other property within East Pointe Estates.

Hancock County Mississippi
Board of Supervisors
Office of Chancery Clerk
Office of Planning and Zoning

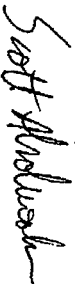
Reference Final Plat of East Pointe Estates

This letter comes in reference to the East Pointe Estates subdivision located in Hancock County. Every effort has been made to develop the subdivision according to Hancock County's Subdivision and Plat Regulations. However, a minor deviation has been made in regard to the location of cul-de-sacs. It is specified that cul-de-sacs be located every 600 feet on roads that do not have a means of egress. East Pointe Estates Drive, the road servicing the entire development, has no means of egress other than the point of entry. Therefore, three cul-de-sacs are placed along the drive for turnaround and egress for emergency vehicles, school buses and others. For protection of character, as mentioned in Section III, Paragraph E of the Regulations, the cul-de-sacs are located at approximately 750 feet, 1550 feet and 2400 feet from the entrance. This allowed the natural drainage of the land to be tied into the cul-de-sacs utilizing existing topographical contours. All cul-de-sacs will have a paved inside radius of 40 feet, as per Section III, Paragraph C, Number 4.

Section II, Paragraph C, Number 1 indicates that a scale of one hundred feet to the inch be used unless another is more accommodating. In this case, it is requested that a scale of 200 feet to the inch be used. This variation allows all information to be posted on one single sheet with adequate legibility.

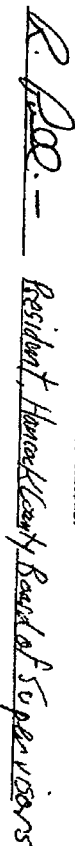
If these variances are acceptable to Hancock County, please acknowledge by signature below. Should these requests need further justification, or modification, I will make changes as necessary.

Thank you for your consideration of these variations. Your time is much appreciated.



Scott Alsobrooks
Managing Partner
GSS Properties, LLC

Hancock County approves the aforementioned variances.



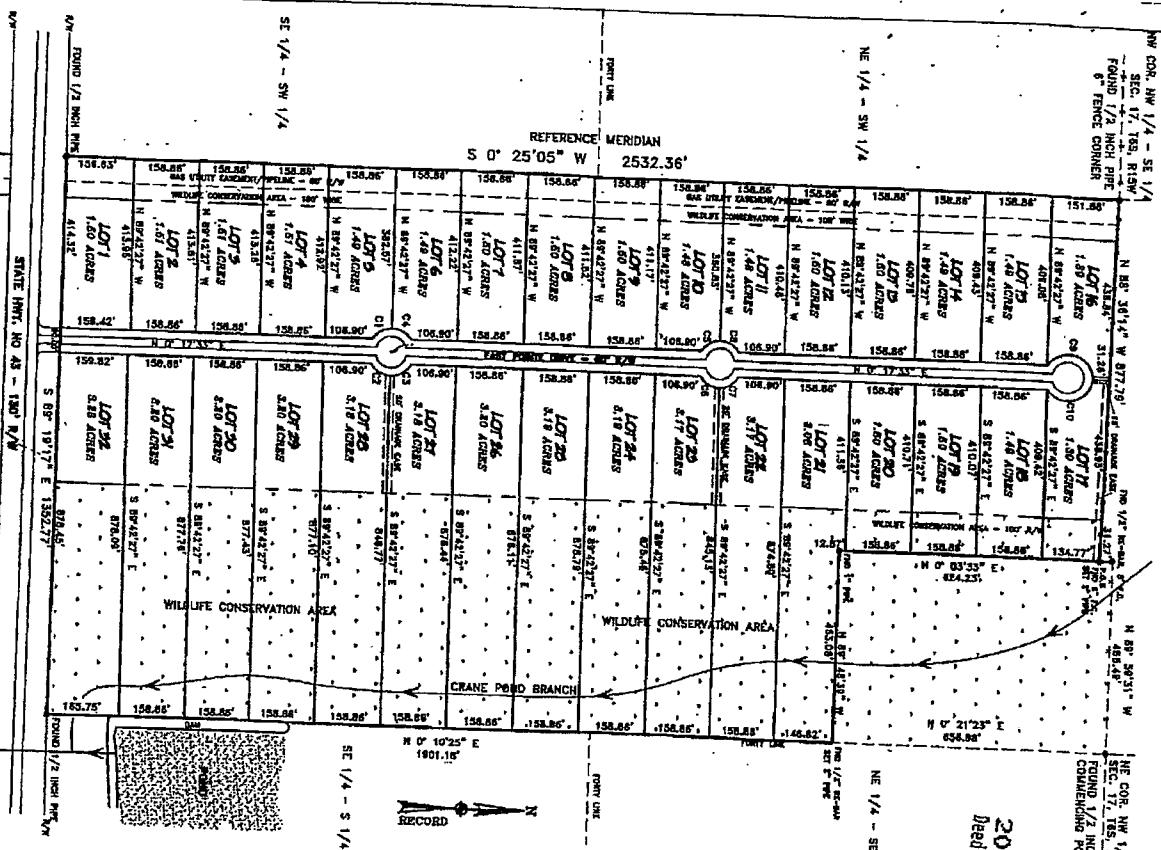
Hancock County Representative(s)

NW COR. NW 1/4 - SE 1/4
 SEC. 17, T6S, R15W
 FOUND 1/2 INCH PINE
 & FENCE CORNER

N 89° 30' 31" W
 488.45'

NE COR. NW 1/4 - SE 1
 SEC. 17, T6S, R15W
 FOUND 1/2 INCH PINE
 & FENCE CORNER

2006 11003
 Deed Book & Page



STATE HMT. NO. 43 - 130' N/W

FOUND 1/2 INCH PINE

FOUND 1/2 INCH PINE

H HAZZITA WAY
 BEYOND THE POINT
 BEYOND THE FUTURE

NO.	DESCRIPTION	BY	DATE



DESIGNER
Hazzita

PLAT
 Copy
 \$10

Slide B Page 212
EAST POINTE ESTATES - FINAL PLAT
 1" = 200'



Hancock County
 I certify this instrument was filed on
 07-28-2006 04:53:17 PM
 and recorded in Deed Book
 2006 34/pages 10998 - 11003
 Thaddeus A Keller
Thaddeus Keller