



MISSISSIPPI
PEARL RIVER

BOOK - 743 PAGE 229

MISSISSIPPI
PEARL RIVER CO.
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED

2000 AUG 14 AM 9:07



DECLARATION OF PROTECTIVE COVENANTS FOR
DIXIE LAKES SUBDIVISION, PHASE 1 AND PHASE 2

DECLARATION made, executed and delivered upon the date
hereinafter set forth by Howard Glenn Dossett and wife, Dixie
Maddonald Dossett, the owners of the property designated as Phases
1 and 2 of Dixie Lakes Subdivision, in Pearl River County,
Mississippi.

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PURPOSE

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

DECLARATION

We, the undersigned fee owners of the hereinabove described real property, hereby make the following declarations as to limitations, restrictions, and uses to which the land and/or parcels thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding on all parties and all persons claiming any right, title, or interest in said land, and all persons claiming under them, to-wit:

1. All lots shall be used for single family residential purposes. Provided, however, developer and his agents shall have the right to use a lot as a temporary sales office for marketing and development purposes until all phases of this development are completed and sold.
2. No lot shall be divided into smaller parcels.
3. No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
4. The owner and developer shall act as an Architectural Review Committee until a Property Owners Association has

been established and an Architectural Review Committee has been elected by the Association. The initial committee 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. A person, to be elected to the Architectural Review Committee, must be a lot owner of record. The ownership of each lot shall have one (1) vote but there shall be only one (1) vote per lot. This committee may enforce these covenants and take action against anyone who is in violation of any covenant. 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. Until such time that the Architectural Review Committee has been elected by the Property Owners Association, the owner and developer Howard Glenn Dosselt and wife, Dixie Macdonald Dosselt shall have full powers vested in the Architectural Committee and shall make such decisions herein granted to such committee.

5. No building or improvement of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Review Committee and a building permit has been issued if required by law.

6. The Architectural Review Committee shall monitor all construction to see that these Covenants, Conditions, and Restrictions are complied with; however, this committee 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.

7. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to conventional methods of construction, using conventional materials and must be completed within twelve (12) months from the date construction is commenced.

8. Each dwelling to be constructed on lots bordering on George Wise Road must have at least 1500 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches. Each dwelling to be constructed on lots bordering on the lake must have at least 2000 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches. All dwellings constructed on all other lots not bordering on the lake or on George

- Wise Road will be constructed with 1800 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches.
9. No residence will be raised more than 3½ feet above the highest ground level point on the lot where it is constructed.
 10. No structures of a temporary character, (including but not limited to a trailer, mobile home, modular or premanufactured 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. A recreational vehicle may be parked on a lot after a dwelling is completed if parked appurtenant to the existing residence.
 11. No satellite dishes will be allowed in the front yard of a residence and must be placed in the rear of the residence.
 12. Any separate structure such as equipment sheds, animal shelters, greenhouses, out buildings, 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.
 13. No dwellings 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.
 14. No structure shall be constructed or placed nearer than fifty (50) feet from the front boundary line and fifteen (15) feet from the side and rear boundary lines. This restriction shall not apply to driveways, mailboxes or fences.
 15. All lot owners owning property bordering on the lake shall have the right to construct piers and docks but such piers and docks shall not extend more than 30 feet into the lake. All construction of piers, docks, bulkheads and boathouses shall be approved by the Architectural Review Committee.
 16. Fishing and swimming will be allowed in the lake and outboard motor boats will be allowed in the lake but speed of such boats will be restricted to five miles per hour. No water skiing or jet skiing on the lake will be allowed.
 17. Individual sewage disposal systems (septic tanks) shall

- be installed in accordance with the Mississippi State Board of Health regulations.
18. 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.
19. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and slightly appearance within Dixie Lakes Subdivision. Developer and the Architectural Review Committee, each, reserves and shall have the right to cut the grass for which the lot owner shall pay the Architectural Review Committee 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 Architectural Review Committee and agrees that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.
20. No trees may be cut or removed except for building sites and other improvements without the prior written approval of the Architectural Review Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or white washed.
21. 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.
22. 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 dilapidated automobiles, trucks, tractors, 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 iron, machinery, rugs, paper, beds or bedding and old tires.
23. No large animals, livestock, horses, 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.
24. The discharge of firearms within Dixie Lakes Subdivision is expressly prohibited.
25. Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling:
- 1.) Owner's sign,
 - 2.) Realtor's "For Sale" sign,
 - 3.) General Contractor's sign,
 - 4.) Lender's sign.
- These signs must be professionally made and shall not be larger than three feet square.
26. 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.
27. In the event a dwelling or appurtenant 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.
28. Developer reserves unto itself, its successors and assigns an easement or right of way ten (10) feet in width along the rear and street boundary lines and seven and one half (7½) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. Additionally, easements reserved on the recorded plats shall be reserved for installation and maintenance of utilities, dams, fire protection, beautification and drainage. This reservation 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.
29. 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 2/3 of the lot owners is filed for record in the office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions.

30. Invalidation: 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.

WITNESS our signatures upon this the 27 of January, 1999.

Howard Glenn Dosssett
Howard Glenn Dosssett

Dirie Macdonald Dosssett
Dirie Macdonald Dosssett

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for the said county and state, the within named, **Howard Glenn Dosssett and wife, Dirie Macdonald Dosssett**, who acknowledged that they signed, executed and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned, on the day and year therein mentioned.

GIVEN under my hand and seal of office, on this 27 day of January, 1999.

Kimberly Binge
NOTARY PUBLIC

My Commission Expires:

Notary Public State of Mississippi - At Large
My Commission Expires: November 12, 2000
BONDED THRU HEIDEN-MARCHETTI, INC.

Prepared by: Williams, Smith & Stockstill
P. O. Box 1076
Piscayune, MS 39466
601-798-2382

