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STATE OF MISSISSIPPI  
PEARL RIVER CO.  
CERTIFY THE INSTRUMENT  
WAS FILED FOR RECORD

2005 FEB -3 AM 9:12

**PROTECTIVE COVENANTS FOR NORTH POINTE SUBDIVISION**

In order to protect the health, safety and general welfare of the owners of the property within North Pointe Subdivision, the following covenants will run with each deed or title. The first six subdivision restrictions shall be enforced by Pearl River County:

1. No building permit shall be issued before the Mississippi State Board of Health approves the sewerage 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 such source and any element of the community water system.
2. Construction of any nature is prohibited in County drainage easements or streets right of way.
3. 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.
4. No structures of any type may be built or located within the designated 100 - year flood plan (Zone A) or wetland as designated on the plat.
5. No lots shall be subdivided without prior written approval of the Board of Supervisors and Chancery Court of Pearl River County, Mississippi. Notwithstanding the foregoing, the minimum size for any lot on which a dwelling may be constructed shall be one (1) acre.
6. Driveways on corner lots shall not be located any closer than sixty (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.
7. 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 and developer and his agents shall have the right to use Lot #18 for an equipment barn for a period of ten (10) years after all lots in this development are sold. Developer shall have the right to erect a storage building on Lot #17 not to exceed seventy by fifty feet (70' x 50').
8. 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. 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 (1) year from the date of the sale of the last lot, or at the first annual Property Owners' Association meeting to be held in December 2005, 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 (1) vote but there shall be only one (1) vote per lot. This Board may enforce these



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covenants and take action against anyone who is in violation of any covenant.

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. No building, fences, or improvements 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, fence, 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 or mailboxes. No structure of any type may be built or located within an area designated as flood land.
11. No fences shall be allowed in the front yards of any lots. Fences in the back yard shall be made of wood, vinyl, masonry, stucco, metal, or chain link only. No other type of wire fencing shall be allowed.
12. 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. 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.
14. Each dwelling shall be constructed with at least 1,900 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches. The minimum pitch of the roofs on the main body of all dwellings shall be a 7 and 12 pitch.
15. 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. Any separate structure such as equipment sheds, animal shelters, greenhouses, or storage buildings must be placed to rear of the dwelling. Such structures shall not be constructed or used until the dwelling on the lot is completed or under construction.
17. 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. No structure shall be constructed or placed nearer than thirty-five (35) feet from the front boundary line and twenty-five (25) feet from the side and rear boundary lines. This restriction shall not apply to driveways, mailboxes or fences. This restriction for Lot # 3 is thirty (30) feet from the front boundary line and twenty-five (25) feet from side and rear boundary lines.
19. Individual sewerage disposal systems shall be installed in accordance with the Mississippi State Board of Health regulations.

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20. 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. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and signly appearance within North Pointe. Developer, Property Owners' Association and the Board of Directors, each, reserves and shall have the right but not the obligation to cut the grass for which the lot owner shall pay the Property Owners' Association 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 Board of Directors 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.
22. 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 shall be painted or white washed.
23. All garbage, trash or other waste of any kind shall be kept in sanitary containers. All equipment used for the storage of disposal of such material shall be kept in a clean and sanitary condition.
24. 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 damage, nuisance or inconvenience to the neighbors.
25. The discharge of firearms within North Pointe is expressly prohibited.
26. Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling:
  - a. Owner's sign,
  - b. Realtor's "For Sale" sign,
  - c. General Contractor's sign,
  - d. Lender's sign.These signs must be professionally made and shall not be larger than three (3) feet square. Developer, it's agents and it's lender shall have the right to place larger signs at the entrance to North Pointe until all lots in this development are sold.
27. 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.
28. 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.
29. Developer reserves unto itself, its successors and assigns the following non-exclusive perpetual easements or rights-of-way: utility easement fifteen (15) feet in width along the rear and street boundary lines and seven and one half (7 ½) 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 purpose of providing for the practical installation of such utilities as and

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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:

30. 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 lots identified on said plat filed of record in the office of the Chancery Clerk of Pearl River County, Mississippi.
- B) No lot shall be purchased for the purpose of providing access to other property not located within North Pointe Subdivision.
- C) Access into North Pointe shall be from Hwy. 11 unto Julianne Drive. Use of any other access is expressly prohibited.
31. Property Owners' Association:
- a) Membership: By acceptance of the deed to property located within North Pointe, the lot owner becomes a member of the North Pointe Property Owners' Association.
- b) Purpose: The purpose of the North Pointe Property Owners' Association shall be to enforce these protective covenants and to maintain the common areas as identified on the subdivision plat. Developer shall not be responsible for the enforcement of the protective covenants.
- c) Annual Meeting: The first annual meeting of the North Pointe Property Owners' Association shall be held on a date and at a time and place set by the Developer in December, 2004. Future annual meeting date, time and locations shall be determined at that time. For purposes of carrying on business of the property owners' association, the owner or owners of each lot shall have one (1) vote per lot. One-Third (1/3) present all lot 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 Owners' 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 by certified mail, return receipt requested, at least fifteen (15) days prior to the date of a meeting. For purposes of carrying on business of the Property Owners' Association, the owner or owners of each lot shall have one (1) vote per lot. Two-Thirds (2/3) present of all lot owners shall constitute a quorum. A Two-Thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the association.
- e) Fees and Assessments: The annual assessment shall not exceed \$100.00 per year per lot through calendar year ending December 31, 2005, and thereafter the amount of the annual assessment shall be set by the Property Owners' 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 on January 1<sup>st</sup> 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 than any unpaid charges, together with attorney fees, and reasonable collection costs will constitute a lien against their lot until paid. Developer shall be responsible for paying annual assessments for any lots that remain unsold after December 31, 2009.


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32. 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 a successive period 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 Pearl River County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions.

33. Invalidation: Invalidation of any covenant by judgment or court order shall in no way effect the validity of the restrictions which shall remain in full force and effect.

WITNESS the signature of C.M. Lisenbea, Owner, Developer, upon this, the 5<sup>th</sup> day of Nov, A.D., 2004.

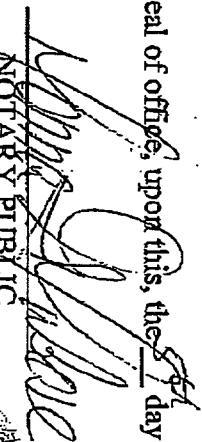
NORTH POINTE SUBDIVISION

BY   
C.M. Lisenbea  
Owner, Developer

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named C.M. Lisenbea, who acknowledged to me that he is the owner/developer of North Pointe Subdivision, and as it acts and deed, he 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 official seal of office, upon this, the 5<sup>th</sup> day of Nov, A.D., 2004.

  
NOTARY PUBLIC

My Commission Expires:

5-17-05

Prepared By:

C.M. Lisenbea  
P.O. Box 275  
Picayune, MS 39466  
(601)798-5720

