

2020 6732
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06-25-2020 10:53:24 AM
Timothy A Keller
Hancock County

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

PREPARED BY/RETURN TO:

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Page, Mannino, Peresich & McDermott, PLLC
759 Howard Avenue,
Biloxi, Mississippi 39530
228-374-2100

GRANTOR:

Gerald J. Nielsen
3838 North Causeway Blvd., Suite 2850
Metairie, LA 70002
504-837-2500

GRANTEE:

The Public

INDEXING INSTRUCTIONS: SW 1/4 of the NW 1/4 of Section 9, Township 6S, Range 15W

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

INDEXING INSTRUCTIONS: SW 1/4 of the NW 1/4 of Section 9, Township 6S, Range 15W

THIS DECLARATION, made on the date hereinafter set forth by Gerald J. Nielsen (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, Gerald J. Nielsen is the owner of that certain tract of land situated in Hancock County, Mississippi which is more particularly described as (hereinafter the "Property"):

COMMENCING at a found 1/2" iron rod for the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 9, Township 6 South, Range 15 West, Hancock County, Mississippi; thence S 89°36'21"W 11.51 ft.; thence S 01°49'25"W 9.08 ft. to a found 1/2" iron rod for the POINT OF BEGINNING; thence S 01°41'18"W 120.25 ft. to a found 1/2" iron rod; thence S 01°11'13"E 729.78 ft. to a found 1/2" iron rod; thence S 79°36'53"W 730.01 ft. to a found 1/2" iron rod on the east margin of Lectown Road; thence along said margin for the following three courses: thence N 34°46'07"W 281.03 ft. to a found 1/2" iron rod; thence N 30°18'52"W 145.46 ft. to a found 1/2" iron rod; thence N 23°57'28"W 684.59 ft. to a found 1/2" iron rod on the south margin of William Road; thence along said margin, N 89°47'13"E 526.79 ft. to a found 1/2" iron rod; thence S 00°07'37"E 209.91 ft. to a found 1/2" iron rod; thence N 89°56'14"E 209.60 ft. to a found 1/2" iron rod; thence N 00°06'45"W 209.96 ft. to a found 1/2" iron rod on the said south margin of William Road; thence along said margin, S 89°39'31"E 481.71 ft. to the POINT OF BEGINNING; Containing 884495.24 square feet or 20.31 acres, more or less, and being part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Township 6 South, Range 15 West, Hancock County, Mississippi.

Declarant has obtained approval to subdivide the Property into five (5) parcels and Declarant desires to impose upon the Property its covenants, conditions and restrictions herein set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, and which shall constitute covenants running with the land, shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any part of the Property.

Section 2. "Property" shall mean and refer to the real property described on page 1 of this declaration.

Section 3. "Subdivision" shall mean the proposed division of the Property as drawn on The Plat of Survey by James J. Chiniche, PA, Inc. dated May 6, 2020. A copy of the aforementioned plat is attached hereto as Exhibit "A".

Section 4. "Lot" shall mean and refer to any one of the five parcels depicted on the Subdivision. In the event any owner combines adjoining Lots as contemplated by Article II Section 4. the Lots, as combined, shall constitute one Lot.

Section 4. "Declarant" shall mean and refer to, not only Gerald J. Nielsen, but also to his successors or assigns.

ARTICLE II

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling, a private garage for not more than three (3) cars, and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structure may be occupied only by a member of the family occupying the main residence on the Lot or by domestic servants employed on the Lot and no room(s) in the dwelling and no space in any other structure shall be let or rented.

This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person. All accessory buildings shall be of construction and architecture compatible to the dwelling.

Section 2. Minimum Building Location. The living area of the main residential structure (exclusive of porches, garages and servants' quarters) shall be not less than one thousand seven hundred fifty (1,750) square feet.

Section 3. Residential Building Location. No residential building shall be located nearer than seventy-five (75) feet to the front property line or nearer than twenty (20) feet to an interior property line or nearer than twenty-five (25) feet to the rear property line. On a corner lot, no residential building shall be nearer than forty (40) feet to the side street. For the purpose of this covenant, eaves, steps, and open porches shall not be considered a part of the building provided, however, that this shall not be construed to permit any portion of the building, eaves, steps or patios to extend closer than fifteen (15) feet to a property line. All accessory buildings shall be set back seventy-five (75) feet from the front property line and twenty (20) feet from rear and side property lines.

Section 4. Composite Building Site. Any owner of one or more adjoining Lots may consolidate such Lots or portions into one Lot, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the attached plat.

Section 5. Prohibition of Trade and Offensive Activities. No activity commercial in nature shall be conducted on any Lot. No noxious or offensive activity of any sort shall be permitted on any Lot nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood.

Section 6. Use of Temporary Structures. No structures of a temporary character, including but not limited to a mobile home, trailer, basement, tent, shack, garage, barn or other accessory building shall be erected or used at any time as a residence.

Section 7. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat trailers, boats, travel trailers, automobiles, campers or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the property. No junk yards shall be established on the property, and a junk yard is to be defined as an accumulation of one or more inoperative automotive type vehicles, automobiles, and/or trucks, nor shall there be any accumulation of scrap iron, junk or trash.

Section 8. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except those kept for domestic or recreational purposes. All animals kept on any Lot shall be fenced and maintained in such a manner as to prevent them from becoming a nuisance to any Owner or the public.

Section 9. Walls, Fences and Hedges. No wall, fence or hedge shall be erected or maintained nearer to the front lot line than the front building line of the Lot, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. Any wall, fence or hedge erected on

a Lot by Declarant, shall pass ownership with title to the Lot and it shall be the Owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 10. Property Maintenance. The Owner shall, at all times, keep all weeds and grass cut in a sanitary, healthful and attractive manner and shall not use any Lot for storage of material and equipment except during the construction of improvements thereon as permitted herein. Any portion of any Lot maintained as "pasture" shall be mowed at least quarterly. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such material is prohibited. In the event of default on the part of the Owner in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant has the right, but not the obligation to enter upon the Lot, cut weeds and grass and remove garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place the Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner of the Lot for the cost of the work. The Owner agrees by the purchase or occupation of the property, to pay such statement immediately upon receipt thereof. Nothing contained herein to the contrary shall prevent an owner from maintaining all or a portion of a Lot in its natural state.

Section 11. Visual Screening. The drying of clothes in public view is prohibited, and the Owner of any Lot at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view or neighboring Lots, streets or other property.

Section 12. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on the property except one sign for each Lot, of not more than five (5) square feet, advertising the property for sale or rent. Declarant shall have the right to remove any such sign, advertisement, billboard or structure which is placed on any Lot. Declarant may maintain, as long as it owns any portion of the Property, such facilities as in its sole discretion may be necessary or convenient, including; but without limitation to offices, storage areas, model units and signs, and Declarant may use, and permit builders who are at the time building and selling houses on the Property to use residential structures, garages or other accessory buildings for sales offices and display purposes, but all rights of Declarant and of any builder acting with Declarant's permission under this section, shall terminate once the Property is built out.

Section 13. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving television signals shall be erected, constructed, placed or permitted to remain on any property, house or accessory building. Television antennae may be attached to the house provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Free-standing antennae must be attached to and located behind the rear wall of the main residential structure. All antennae shall be located in a way to keep them screened from the view of the public.

Section 14. Sewer and Water Systems. Sewer and water facilities shall meet the minimum requirements of the Mississippi State Board of Health.

Section 15. Re-Subdivision. No Lot shall be divided unless the portions of the divided Lot are combined with adjoining Lots the net result of which is to reduce the number of Lots on the Property.

Section 16. Commercial Business. No commercial business shall be operated on the Property.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions shall in no way affect any other provisions contained herein which shall remain in full force and effect.

Section 3. Amendment. This Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument executed by not less than sixty percent (60%) of the Lot Owners. Declarant reserves the right to unilaterally modify these covenants at any time provided Declarant owns any portion of the Property. No person shall be charged with notice of or inquiry with respect to any amendment until or unless it has been filed for record in land records of Hancock County, Mississippi.

WITNESS MY SIGNATURE, this the 15 day of June, 2020:


Gerald J. Nielsen

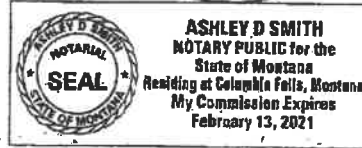
STATE OF MONTANA
COUNTY OF FLATHEAD

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of June, 2020, within my jurisdiction, the within named Gerald J. Nielsen, who acknowledged that he executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:

02/13/2021



Hancock County
I certify this instrument was filed on
06-25-2020 10:53:24 AM
and recorded in Deed Book
2020 at pages 6732 - 6738
Timothy A Keller





