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DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS,  
COVENANTS, AGREEMENTS, LIENS AND CHARGES  
DIAMONDHEAD, PHASE 1

THIS DECLARATION, made this 17 day of June, 1970, by  
DIAMONDHEAD PROPERTIES, INC., a Delaware Corporation,  
hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real  
property located in Hancock County, Mississippi, as set forth on  
that certain survey map or plat entitled "Diamondhead, Phase 1" con-  
sisting of eleven (11) sheets (hereinafter sometimes referred to as  
"map"), which map or plat is recorded in Plat Book 4, at pages 1 to  
11, inclusive, in the office of the Chancery Clerk of Hancock County,  
Mississippi, said property also being particularly described on said  
map; and

WHEREAS, it is the desire and intention of Declarant to sell  
the above-described real property and to impose upon it mutual,  
beneficial restrictions, conditions, easements, covenants, agreements,  
liens and charges under a general plan or scheme of improvement for  
the benefit of all the said lands and the future owners of said lands;

NOW, THEREFORE, Declarant hereby declares that all of the  
property described above is held and shall be held, conveyed, hypothec-  
ated or encumbered, leased, rented, used, occupied, and improved  
subject to the following provisions, restrictions, conditions, easements,  
covenants, agreements, liens and charges, all of which are declared  
and agreed to be in furtherance of a plan for the subdivision, improve-  
ment, and sale of the said real property and are established and agreed  
upon for the purpose of enhancing and protecting the value, desirability  
and attractiveness of said real property and every part thereof, and all  
of which shall run with the land and shall be binding on all parties having  
or acquiring any right, title or interest in the described lands or any  
part thereof;

I

TERM

All of the provisions, restrictions, conditions, easements,  
covenants, agreements, liens and charges set forth herein shall  
affect each and all of the above-described lots delineated on said map,  
shall run with the land and shall exist and be binding upon all parties,  
and all persons claiming under them for a period of fifty (50) years  
from the date of recordation hereof, unless sooner annulled, amended,  
or modified pursuant to the provisions of Article XXI hereof.

II

MUTUALITY OF BENEFIT AND OBLIGATION

All of said restrictions, conditions, easements, covenants, provisions, agreements, liens, and charges set forth herein are made for the mutual and reciprocal benefit of each and every lot shown on said map and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all other lots shown on said map; to create reciprocal rights between the respective owners of all the lots shown on said map; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall as to the owner of each lot in said subdivision, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in said subdivision and their respective owners.

III

LAND USE

All lots, tracts and parcels of the subdivision shall be used only as herein set forth and zoned, and such designated usage can be changed only by the approval of the Architectural Committee as provided for herein. All lots of the subdivision shall be used only for single family residence, except those lots whose use is specifically indicated for purposes other than single family as set forth herein, except that nothing contained in this Declaration shall be construed to prevent Declarant or its successors or assigns, from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the development and sale of the subdivision while the same or any part thereof is owned by the Declarant, its successors or assigns.

IV

USE AND IMPROVEMENT

Each and every one of the lots and tracts of the subdivision described above shall be improved, occupied and used for the respective purposes and permitted uses as designated in the following Zoning Classifications:

- A. ZONE RSG Recreational - Scenic - Green  
Zone RSG defined:

A lot or tract devoted to the preservation of the existing natural characteristics of the region, or improved as a landscaped scenic area or park, or improved as an open recreation area for games, hiking, equestrian trails, botanical gardens, fossil study, golf courses, beaches, lagoons, landscaped median planters, landscaped buffer strips for vision, acoustical

and wind control and such other uses as may be determined to be compatible with the uses permitted in this zone.

1. Structures to be erected on Zone RSG are restricted to those of a non-residential type and shall be specifically designed for serving a recreational orientated activity directly related to the same lot or tract on which they are constructed.

2. Permits and/or approvals for the construction of improvements on properties zoned RSG shall be issued only as a result of a thorough review of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:

(A) Site development plan, including drives, paths, fences, decks, patios and all proposed improvements in connection with such building.

(B) Landscaping plans to include all trees, bushes and various plantings, etc.

(C) Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.

3. The following tracts are zoned RSG and shall be improved only in strict conformance with the definition and restrictions of that zoning classification:

Unit 1

Lot A

B. ZONE PCD Planned Community Districts  
Zone PCD defined:

Tracts within the boundaries of the development "Diamondhead, Phase 1" that are reserved for future use to be determined by Diamondhead Properties, Inc.

1. A use permit, building permit, or other legal document which shall be construed as an approval to construct improvements on, alter, or otherwise affect the existing grades, vegetation, or other natural characteristics of property zoned PCD cannot be issued by any party other than Diamondhead Properties, Inc.

2. Permits and/or approvals for the construction of

improvements, on properties zoned PCD shall be issued only as a result of a thorough review and thereafter approval by Diamondhead Properties, Inc. and the Architectural Committee of a complete and detailed set of construction plans for the proposed construction, which shall include the following:

- (A) Site development plan to include drives, paths, fences, decks, patios, signs and all proposed improvements.
- (B) Landscaping plan to include all trees, bushes, etc.
- (C) Complete and detailed construction plans to include all exterior elevations, materials, and colors.
- (D) Concept sketch in color to include the entire subject site and peripheral areas illustrating the plan as it will appear in its completed state.

3. The following tracts are zoned PCD and shall be improved only in strict conformance with the definitions, restrictions, and procedures of that zoning classification:

- UNIT 1  
Lots B, C, D, E, F and G; Block 14; Lot 16
- UNIT 5  
Lot A
- UNIT 7  
Lots A, B, C, and D
- UNIT 8  
Lots A and B

C. ZONE R-S-1-2, 000 - Residential - Single Family - One-story - 2,000 Sq. Ft. Zone R-S-1-2, 000 defined:

- 1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single family residence.
- 2. Residences within this zone shall be limited to one story in height wherein a single story shall be defined as any floor level which does not lie at an elevation of more than five (5) feet above any other floor level within the same residence.

3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.

4. A residence within this zone shall contain not less than two thousand square feet (2,000 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports and other out buildings and shall be computed from faces of exterior walls.

5. Permits and/or approvals for the construction of improvements on properties zoned R-S-1-2, 000 shall be issued only as a result of a thorough review of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval of the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:

(A) Site development plan, including drives, paths, fences, decks, patios and all proposed improvements in connection with such building.

(B) Landscaping plan to include all trees, bushes, and various plantings, etc.

(C) Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.

6. The following lots are zoned R-S-1-2, 000 shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

UNIT 6

Block 1; Lots 17-33 inclusive

D. ZONE R-S-1-1, 600 - Residential - Single Family - one-story - 1, 600 Sq. Ft.

Zone R-S-1-1, 600 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single family residence.

2. Residences within this zone shall be limited to one story in height wherein a single story shall be defined as any floor

level which does not lie at an elevation of more than five (5) feet above any other floor level within the same residence.

3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellisses, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.

4. A residence within zone shall contain not less than sixteen hundred square feet (1,600 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports and other out buildings and shall be computed from faces of exterior walls.

5. Permits and/or approvals for the construction of improvements on properties zoned R-S-1-1, 600 shall be issued only as a result of a thorough review of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval of the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:

(A) Site development plan, including drives, paths, fences, decks, patios and all proposed improvements in connection with such building.

(B) Landscaping plan to include all trees, bushes, and various plantings, etc.

(C) Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.

6. The following lots are zoned R-S-1-1, 600 shall be imposed only in strict conformance with the definitions and restrictions of that zoning classification:

UNIT 6

Block 1; Lots 11-16 inclusive

E. ZONE R-S-1-1, 400 Residential - Single Family - One Story - 1,400 Sq. Ft.  
Zone R-S-1-1, 400 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single family residence.

2. Residence within this zone shall be limited to one story in height wherein a single story shall be defined as any floor level which does not lie at an elevation of more than five feet above any other floor level within the same residence.

3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will visibly affect the appearance of said buildings and structures.

4. A residence within this zone shall contain not less than one thousand four hundred square feet (1,400 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings and shall be computed from faces of exterior walls.

5. Permits and/or approvals for the construction of improvements on properties zoned R-S-1-1, 400 shall be issued only as a result of a thorough review of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:

(A) Site development plan, including drives, paths, fences, decks, patios and all proposed improvements in connection with such building.

(B) Landscaping plan to include all trees, bushes, and various plantings, etc.

(C) Complete and detailed construction plans and specifications to include all exterior elevations; materials to be used and colors.

6. The following lots are zoned R-S-1-1, 400 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

UNIT 1

- Block 1: Lots 1-29 inclusive; Block 2: Lots 1-10 inclusive;
- Block 3: Lots 1-12 inclusive, 37-39 inclusive, 49-57 inclusive; Block 5: Lots 3-11 inclusive; Block 6: Lots 7-10 inclusive; Block 7: Lots 28-35 inclusive; Block 8: Lots 1-26 inclusive; Block 9: Lots 4-15 inclusive, 34-44 inclusive & Lot 45; Block 10: Lots 1-17 inclusive; Block 12: Lot 1;
- Block 13: Lots 1-24 inclusive; Block 14: Lots 1-15 inclusive;
- Block 15: Lots 1-9 inclusive.

UNIT 2

- Block 1: Lots 1-27 inclusive; Block 2: Lots 1-28 inclusive;
- Block 3: Lots 1-23 inclusive; Block 6: Lots 1-17 inclusive

UNIT 5

Block 1: Lots 1-17 inclusive; Block 2: Lots 1-17 inclusive; Block 3: Lots 1-33 inclusive; Block 4: Lots 1-50 inclusive

UNIT 6

Block 1: Lots 1-10 inclusive, 34-37 inclusive; Block 2: Lots 1-30 inclusive; Block 3: Lots 1-5 inclusive

UNIT 7

Block 1: Lots 1-19 inclusive; Block 2: Lots 1-23 inclusive

F. ZONE R-S-1-1, 200 - Residential - Single Family - One Story - 1, 200 Sq. Ft. Zone R-S-1-1, 200 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single family residence.
2. Residences within this zone shall be limited to one story in height wherein a single story shall be defined as any floor level which does not lie at an elevation of more than five (5) feet above any other floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellisses, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than twelve hundred square feet (1, 200 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings and shall be computed from faces of exterior walls.
5. Permits and/or approvals for the construction of improvements on properties zoned R-S-1-1, 200 shall be issued only as a result of a thorough review of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval of the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:



- (A) Site development plan, including drives, paths fences, decks, patios, and all proposed improvements in connection with such building.
- (B) Landscaping plan to include all trees, bushes, and various plantings, etc.
- (C) Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.

6. The following lots are zoned R-S-1-1, 200 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

UNIT 1.

- Block 3: Lots 13-36 inclusive, 40-48 inclusive & 58;
- Block 4: Lots 1-52 inclusive; Block 5: Lots 1 & 2;
- Block 6: Lots 1-6 inclusive, 12-15 inclusive; Block 9: Lots 1-3 inclusive, 16-33 inclusive, 46-61 inclusive

UNIT 2.

- Block 2: Lots 29-33 inclusive; Block 4: Lots 1-41 inclusive; Block 5: Lots 1-9 inclusive

UNIT 3

- Block 1: Lots 1-20 inclusive, 85-94 inclusive

UNIT 7

- Block 3: Lots 1-26 inclusive; Block 4: Lots 1-24 inclusive

G. ZONE R-S-1-1, 000 - Residential - Single Family - One-story - 1,000 Sq. Ft.  
 Zone R-S-1-1, 000 defined:

- 1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single family residence.
- 2. Residences within this zone shall be limited to one story in height wherein a single story shall be defined as any floor level which does not lie at an elevation of more than five (5) feet-above any other floor level within the same residence.
- 3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences,

walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.

4. A residence within this zone shall contain not less than one thousand square feet (1,000 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed and unroofed porches, terraces, garages, carports and other outbuildings and shall be computed from faces of exterior walls.

5. Permits and/or approvals for the construction of improvements on properties zoned R-S-1-1,000 shall be issued only as a result of a thorough review of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval of the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:

- (A) Site development plan, including drives, paths, fences, decks, patios and all proposed improvements in connection with such building.
- (B) Landscaping plan to include all trees, bushes, and various plantings, etc.
- (C) Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.

6. The following lots are zoned R-S-1-1,000 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

UNIT 1

Block 7: Lots 1 & 2; Block 11: Lots 1-26 inclusive;  
Block 12: Lot 2

UNIT 8

Block 1: Lots 1-21 inclusive; Block 2: Lots 1-24 inclusive

H. ZONE R-S-1-720 - Residential - Single Family -

One-Story - 720 Sq. Ft.  
Zone R-S-1-720 defined:

- 1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single family residence.
- 2. Residences within this zone shall be limited to one story in height wherein a single story shall be defined as any floor

level which does not lie at an elevation of more than five (5) feet above any other floor level within the same residence.

3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.

4. A residence within this zone shall contain not less than seven hundred twenty square feet (720 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports and other out buildings and shall be computed from faces of exterior walls.

5. Manufactured housing may be placed on lots zoned R-S-1-720, subject to the restrictions herein contained, and the following conditions and limitations:

(A) The space between ground level and the bottom of the manufactured home must be enclosed in a manner suitable to the Architectural Committee.

(B) The exterior of the manufactured housing must be completely enclosed by a material of wood finish.

(C) The manufactured housing must be modified by a wood structure or otherwise so it will not have a flat roof in its finished form.

(D) The Architectural Committee must be satisfied that the manufactured housing in its finished form has such an appearance that it does not have the appearance of manufactured housing.

(E) The Architectural Committee shall have absolute discretion in granting or rejecting permits and/or applications for the placement of manufactured housing.

6. Permits and/or approvals for the construction of improvements on properties zoned R-S-1-720 shall be issued only as a result of a thorough review of a complete and detailed set of construction plans of the proposed building by the Architectural

Committee (construction shall thereafter commence only upon receipt of written approval of the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:

- (A) Site development plan, including drives, paths, fences, decks, patios and all proposed improvements in connection with such building.
- (B) Landscaping plan to include all trees, bushes, and various plantings, etc.
- (C) Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.

7. The following lots are zoned R-S-1-720 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

- UNIT 4
- Block 1: Lots 1-66 inclusive; Block 2: Lots 1-22 inclusive;
  - Block 3: Lots 1-26 inclusive; Block 4: Lots 1-13 inclusive;
  - Block 5: Lots 1-68 inclusive; Block 6: Lots 1-33 inclusive;
  - Block 7: Lots 1-27 inclusive; Block 8: Lots 1-30 inclusive;
  - Block 9: Lots 1-55 inclusive; Block 10: Lots 1-21 inclusive;
  - Block 11: Lots 1-15 inclusive

1. ZONE R-S-2-1, 600 Residential - Single Family - Two-story - 1, 600 Sq. Ft. Zone R-S-2-1, 600 defined:

- 1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single family residence.
- 2. A residence within this zone shall be limited to a maximum of two stories in height wherein a second story shall be defined as any floor level which lies at an elevation of more than five (5) feet but less than twelve (12) feet above any other floor level within the same residence.
- 3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings and other such surfaces, projections and appendages as will visibly affect the appearance of said buildings and structures.
- 4. A residence within this zone shall contain not less than sixteen hundred square feet (1, 600 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be

exclusive of roofed or unroofed porches, terraces, garages, carports and other out buildings and shall be computed from faces of exterior walls.

5. Permits and/or approvals for the construction of improvements on properties zoned R-S-2-1, 600 shall be issued only as a result of a thorough review of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall there- after commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architec- tural Committee for approval shall include the following:

- (A) Site development plan, including drives, paths, fences, decks, patios and all proposed improve- ments in connection with such building.
- (B) Landscaping plan to include all trees, bushes and various plantings, etc.
- (C) Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.

6. The following lots are zoned R-S-2-1, 600 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

UNIT 1

Block 7: Lots 3-27 inclusive

J. ZONE R-S-2A-1, 600 Residential (Airport) - Single Family - Two-story - 1, 600 Sq. Ft.  
Zone R-S-2A-1; 600 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single family residence.
2. A residence within this zone shall be limited to a maximum of two stories in height wherein a second story shall be defined as any floor level which lies at an elevation of more than five (5) feet but less than twelve (12) feet above any other floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will visibly affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than sixteen hundred square feet (1, 600 sq. ft.) of fully enclosed

Floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports and other out buildings and shall be computed from faces of exterior walls.

5. Aircraft may be brought on to and parked on lots zoned R-S-2A-1, 600.

6. Permits and/or approvals for the construction of improvements on properties zoned R-S-2A-1, 600 shall be issued only as a result of a thorough review of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:

- (A) Site development plan, including drives, paths, fences, decks, patios and all proposed improvements in connection with such building.
- (B) Landscaping plan to include all trees, bushes, and various plantings, etc.
- (C) Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.

7. The following lots are zoned R-S-2A-1, 600 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

UNIT 3

Block 1, Lots 21-84 inclusive

K. APPROVAL TO BUILD

Property owners wishing to construct residences in any classification must submit three (3) sets of plans as set forth above for each classification prior to and well in advance of the time they intend to commence construction, as it is not permissible to proceed with construction until such a time as written authorization and approval of such plans submitted have been received from the Architectural Committee. Plans for approval should be mailed to Architectural Committee, c/o Diamondhead Properties, Inc., Bay St. Louis, Mississippi.

L. BUILDING SETBACK - Standards

Setbacks on each side from the side property line of all residential lots shall be a minimum of ten (10) feet. Front

setbacks shall be a minimum of twenty (20) feet from the front of each lot. Rear set backs shall be a minimum of twenty (20) feet from the rear of each lot (with the exception that there is no minimum setback requirement from the rear property line on waterfronts lots). In the event of any conflict between these requirements and any others later imposed by any governmental authority, such other shall govern.

M. MINIMUM BUILDING ELEVATIONS

No living area of any building shall be constructed with a finished floor level at an elevation of less than Plus ( + ) 12.5 feet above sea level without written notification to the Architectural Committee by the owner of the lot on which the building will be built, that the owner has familiarized himself as to the changes of water elevations. The Architectural Committee has the right to disapprove any plans which, in locating the finished floor elevation, will impair an adjacent lot's view.

N. SEWAGE DISPOSAL & WATER SYSTEM

1. Owners of homes completed prior to the completion of the central sewage system and/or water system must make connection to such systems within thirty (30) days after completion of each such system.

2. No permits and/or approvals for the construction of improvements on any lots shall be granted or approved by the Architectural Committee unless and until the property owner desiring such approval shall have made satisfactory financial arrangements with a licensed plumber, approved by Declarant, for making connections from the central sewer system and the central water system for such property owner's lot.

O. TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, trailer, camper, garage, or any other outbuilding shall be used on any lot at any time as a permanent or temporary residence, or dwelling, except under a temporary written permit which may be granted, upon specific time limitations of such use, in the discretion of the Declarant. Nor shall such be placed on or erected on any lot or lots, provided, however, that the Architectural Committee may grant permission for such temporary buildings or structures for the storage of materials during construction by the persons doing such work.

P. CONSTRUCTION PERIODS

The work of constructing, altering or remodeling any building on any lot or lots shall be pursued diligently from the commencement until the completion thereof.

Q. LOT GRADING AND FILLING

1. All planned lot grading shall be approved in advance by the Architectural Committee.
2. No lot may be filled to a point higher than the highest point on the lot in its natural state. All lot filling shall be approved in advance by the Architectural Committee.

R. NUISANCES

No noxious or offensive activity shall be carried on upon any of the development, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

S. REFUSE

No lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved by the Architectural Committee before installation or use.

T. BOAT AND TRAILER STORAGE

No boat, boat trailer, travel trailer, camp trailer, house trailer, or other similar property shall be stored on any of the development without prior written approval of the Architectural Committee.

U. RADIO AND TELEVISION ANTENNAE

No television or radio antennae or towers may be erected or maintained anywhere upon the development without prior written consent of the Architectural Committee.

V. LAUNDRY

All drying of wash must be done in an area approved for that purpose by the Architectural Committee, except that a folding drying rack not more than four feet in height may be placed at the rear of any lot, and shall be stored when not in use.

W. PETS AND OTHER ANIMALS

No livestock of any description may be kept or permitted on the property (except those lots zoned R-S-R1-1, 000) with the exception of dogs, cats, and other animals which are qualified household pets, and which do not make objectionable noise or constitute a nuisance or inconvenience to owners of other lots



nearby. No raising, breeding, training or dealing in dogs, cats, or any other animals may be permitted on or from any lot. Horseback riding shall be limited to approved equestrian trails.

X. SIGNS

No signs, billboards, or advertising structures of any kind shall be allowed on any of the lots, except with written permission from the Architectural Committee.

Y. OIL DRILLING

Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying, shall not be permitted upon, in or under any of the lots, nor shall oil wells, exposed oil or gas tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the lots. Notwithstanding the restrictions set forth in the preceding sentence, Declarant may carry on such restricted activities, in its discretion.

V

ARCHITECTURAL COMMITTEE

A. All plans and specifications for any building, swimming pool, fence, wall or other structures whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof, and any remodeling, reconstruction, alterations, or additions to any building or other structures on any lot shall be subject to and shall require the approval, in writing, of the Architectural Committee, as the same is from time to time composed; before any such work is commenced.

B. The Architectural Committee is composed of the following three (3) members as appointed by Declarant:

- W. H. Maurer
- R. M. Prince
- P. H. Hector

C. Any vacancy shall be filled by the remaining member or members of said Architectural Committee. The Architectural Committee may appoint advisory committees from time to time to advise it on matters pertaining to the subdivision. There shall be submitted to the Architectural Committee three (3) complete sets of plans and specifications of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as

herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed color scheme for roofs and exteriors thereof.

D. The Architectural Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. Two (2) sets of said plans and specifications and details with the approval, or disapproval, endorsed thereon, shall be returned to the person submitting them, and the other copy thereof shall be retained by the Architectural Committee.

E. The Architectural Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of this Declaration, if the design or color schemes of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in the event the Architectural Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare, or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Architectural Committee. The decisions of the Architectural Committee shall be final.

F. Neither the Architectural Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

VI

WATERWAYS

A. No boat deck, pilings or bulkhead shall be placed on any residential site without the prior written consent and approval of the Architectural Committee.

1. Any boat dock, pilings or bulkheads constructed shall be constructed in such a manner as to accommodate the mooring of vessels parallel to the shoreline only and such boat dock, pilings or bulkheads shall not extend or lie into the water in such a manner or such a length so as to interfere with navigation on such navigable waterway.

2. All boat docks shall be of permanent finished construction, and no temporary or make-shift type boat dock,

shall be erected, placed or maintained on said premises, nor shall any unfinished boat docks be used or permitted to remain in such condition. No automobile or other tires shall be used as bumpers on docks or anywhere in the subdivision, either permanently or temporarily.

3. No substantial repairs, construction or reconstruction of boats beyond those normally and customarily personally performed by the owners of pleasure boats generally shall be carried on or performed on any residential boat dock.

B. No vessel or boat shall be anchored in any of the canals or waters within the development or in waters adjacent to the development so that the same shall in anywise interfere with navigation. No vessel, boat, or person shall use any of the canals or other waters of the development in any manner which would be in violation of reasonable rules and regulations, with respect to the use thereof promulgated as hereinafter provided. Such rules and regulations may place reasonable restrictions upon the speed of boats and vessels in all or any part of such waters and upon the size and types of boats and vessels permitted to navigate in such waters or any part thereof, may regulate or prohibit anchorage in all or any part of said waters, may regulate or prohibit water skiing, skin diving, swimming and fishing in all or any part of such waters, and the use thereof by aircraft, and may impose such other rules and regulations for the safety, protection and enjoyment of said waters as may from time to time be deemed necessary or desirable. The aforementioned reasonable rules and regulations may be, at the option of Declarant, promulgated and enforced by Declarant. Such rule and regulation making power and the enforcement of such rules and regulations may be assigned by Declarant to the Diamondhead Country Club and Property Owners Association and/or any appropriate governmental authorities.

C. No cut or change in the shoreline of the canals in the development shall be made, nor shall any boat canal be dug or excavated, nor shall any fill be made in any canal or other waters in the subdivision, without the prior written approval of the Architectural Committee.

-VII-

BOAT DOCKS AND PIERS

All boat docks and piers will be kept in a clean, sightly and wholesome condition. It is required that the Architectural Committee approve all docks and piers in regard to size, design and type to be used and placement on lot in regard to location on lot and proximity to the water.

Permits and/or approvals for the construction of boat docks and piers shall be issued only as the result of a thorough review of complete and detailed construction plans of the proposed structure

(facility) by the Architectural Committee. Construction shall thereafter commence only upon receipt of written approval by the Architectural Committee.

VIII

PARKING REQUIREMENTS

- A. There shall be a minimum of two (2) automobile parking stalls of at least eight (8) feet by eighteen (18) feet each for each single family residence or dwelling unit constructed on any lot or tract.
- B. Said two (2) parking stalls shall be constructed entirely within the building setback area as defined herein, and at least one stall of same shall be sheltered.

C. Enclosures, shelters, screens and other improvements constructed for the purpose of automobile parking and other vehicles shall be attached to and a part of the structure of the house constructed on any lot.

IX

VARIANCES

A. The Architectural Committee may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof; and, provided, also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustments of height, size and setback requirements may be granted hereunder.

B. The Architectural Committee may also determine and allow in the respective classifications of lots, additional uses which are of the same character.

C. In the event there shall be governmental regulations which conflict with or prevent works of construction or improvements in the manner as required by the within regulations, these circumstances shall be deemed to constitute practical difficulties justifying allowances of variances and adjustments of said regulations in order to prevent unnecessary hardships; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to property or improvements in the neighborhood.

X

FENCES AND BOUNDARY PLANTING

A. No wall, coping or fence exceeding six (6) feet in height measured from the adjoining ground surface inside the wall may be erected or maintained on any lot except as hereinbefore provided. Boundary planting along side and rear lot lines, except trees with single trunks, shall not be permitted to grow higher than eight (8) feet.

B. No wall, coping or fence may be constructed on any lot which adjoins the golf course.

C. No wall, coping, fence or boundary planting on any lot may be constructed, grown or maintained in such a manner as to interfere with vision of drivers at any intersection of streets or roads.

XI

UTILITY AND DRAINAGE EASEMENTS

A. The right is reserved to construct and maintain public utilities on the streets and roads of the subdivision either above or below ground and to make all necessary slopes for cuts or fills upon the lots shown on the herein referred to survey map in the original grading of said streets and roads; and Declarant reserves perpetual utility easements under, over and across a strip five (5) feet (unless otherwise noted on the survey map herein referred to, in which case said map shall govern) in width adjacent to and along the side yard lines of each lot for the purpose of placing, laying, erecting, constructing, maintaining and operating, or of authorizing the placement, laying, erection, construction, maintenance and operation of utilities (including, without limitation, sewage, water, electricity, gas, telephone and telegraph); and Declarant reserves perpetual easements under, over and across a strip ten (10) feet (unless otherwise noted on the survey map herein referred to, in which case said map shall govern) in width adjacent to and along the front and back yard lines of each lot for the purpose of placing, laying, erecting, constructing, maintaining or operating or of authorizing the placement, laying, erection, construction, maintenance and operation of utilities and drainage systems. No change in the natural drainage shall be made by any lot owner without prior written approval from the Architectural Committee.

B. The interest conveyed by Declarant to any of said lots by contract, deed or other conveyance, shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, power, telegraph and telephone lines, poles or conduits, or any other utility or appurtenances thereto constructed by Declarant, or its agents, or by any utility company along or upon said lots, or any part thereof, to serve said property. The right to sell, convey or lease water and sewer lines and their appurtenances erected by or on behalf of Declarant is hereby expressly reserved in Declarant.

XII

APPEARANCE OF LOTS, REMOVAL OF TREES

A. Each lot, at all times, shall be kept in a clean, slightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot or road, except as necessary during a period of construction.

B. All service yards, woodpiles and storage piles shall be walled in or kept screened by adequate solid fencing or walls in such manner as to conceal them from neighboring lots and roadways.

C. No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will, or might, disturb the peace, quiet, comfort or serenity of the occupants of nearby lots.

D. No trees shall be removed without first obtaining written consent of the Architectural Committee.

XIII

EASEMENT FOR USE OF STREETS

Declarant hereby grants, conveys and assigns and sets over unto the owners of all lots reflected on the referred map and affected hereby, an easement and full and mutual right of use of, for the purpose of access, ingress and egress, all of the areas designated as streets upon said map referred hereinabove. The Declarant reserves the right at any time hereafter to convey such streets to Diamondhead Country Club and Property Owners Association or to dedicate and convey such streets to any appropriate governmental body or to the Public.

XIV

TRAFFIC REGULATION

Declarant shall have the right and power and option to establish and enforce rules and regulations governing the operation of vehicles and conveyances, motor powered or otherwise, on the streets and roads of the subdivision. Such rule and regulation making power and option shall include, but is in no way limited to, the establishment and enforcement of

speed limits, stop signs, yield signs, no parking zones, traffic control signals, safety zones and other traffic control and safety devices, rules and regulations together with reasonable remedies, including fines for violations of such rules or regulations. The right and power and option herein given to Declarant in this Article may be assigned to Diamondhead Country Club and Property Owners Association and/or to any appropriate governmental body or authority.

XV

CHARGES AND ASSESSMENTS BY  
DIAMONDHEAD YACHT AND COUNTRY CLUB, INC.  
AND/OR  
DIAMONDHEAD COUNTRY CLUB AND  
PROPERTY OWNERS ASSOCIATION, INC.

Each purchaser of a lot or lots in the subdivision shall by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from Declarant or a subsequent owner of such lot or lots binds himself, his heirs, personal representatives, and assigns, to pay all charges and assessments as shall be determined and levied upon such lot and/or purchaser by the Diamondhead Yacht and Country Club, Inc. and/or Diamondhead Country Club and Property Owners Association, Inc., including interest on such charges and assessments and collection costs thereof, if any, including attorneys' fees; and the obligation to pay such charges, assessments, interest and costs thereby constitutes an obligation running with the land.

All liens herein provided for shall be enforceable by appropriate legal proceedings, in the manner provided by law. No proceedings for enforcement of any such lien or liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien becomes due and payable.

Liens of first mortgages and/or first trust deeds placed upon any of said lots for the purpose of constructing a residence or other improvement thereof and recorded in accordance with the laws of the State of Mississippi, shall be, from the date of such recordation, superior to any and all liens provided for herein. Declarant may, if requested, execute instruments to subordinate any and all liens provided for herein to such liens of first mortgages and/or first trust deeds.

Declarant may, at its option, by appropriate written instrument recorded in accordance with the laws of the State of Mississippi, subordinate any and all liens provided for herein to the liens of other mortgages, deeds of trust and/or other encumbrances.

XVI

REMEDIES FOR VIOLATIONS

A. All provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges herein shall be binding on all of the lots in the subdivision and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that Declarant, or its successors or assigns, or any other property owners, shall have notified in writing the owner or resident in possession of the lot upon which or as to

which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall warrant the Declarant, its successors or assigns, or other lot owner, to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted, the court may, in its discretion, award to the plaintiff in such action reasonable expense in prosecuting such suit, including attorney's fees.

B. Violation of any of the foregoing provisions, restrictions, conditions, easements, covenants, agreements, liens and charges shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or portion thereof in the subdivision but such provisions, restrictions, conditions, easements, covenants, agreements, liens and charges shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

C. In the event of violation or breach of any of said provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained, Declarant and also the owners of each of the other lots shall have the right to enter upon the lot or lots on which, or as to which such violation or breach exists, and summarily to abate or remove, at the expense of the owner thereof, any structure, thing or condition that may exist therein contrary to the intent and meaning hereof, and, Declarant, and its successors and assigns, shall not nor shall any other of the lot owners be deemed guilty of any manner of trespass for or by reason of such entry, abatement or removal.

XVII

ACCEPTANCE OF DECLARATION

Each purchaser and grantee of any of the properties included within this Declaration, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained, and also the jurisdiction, rights and power of this Declarant, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent, and agree to and with the Declarant, and to and with the grantees, and subsequent owners of each of said lots within the subdivision to keep, observe, comply with and perform said provisions, restrictions, conditions, easements, covenants, agreements, liens and charges and each thereof.



XVIII

NO RIGHTS WAIVED BY DELAY

No delay or omission on the part of the Declarant, or its successors or assigns in interest or the owner or owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Declarant, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, restrictions, conditions, easements, covenants, agreements, liens and charges which may be unenforceable.

XIX

PARTIAL INVALIDITY

In the event that any one or more of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein set forth shall continue unimpaired and in full force and effect.

XX

REMEDIES CUMULATIVE

The various rights and remedies of Declarant and the owners of lots as heretofore set out are and shall be cumulative. All of them may be used, relied upon, resorted to and enforced without in any way affecting the ability of Declarant or the said property owners to use, rely upon, resort to or enforce the others, or any of them.

XXI

AMENDMENTS

Any or all of the provisions of these restrictions, conditions, easements, covenants, liens and charges may be annulled, amended or modified at any time by the consent of the owner or owners of record of eighty-five percent (85%) of the lots in Diamondhead, Phase 1.

XXII

CAPTIONS

The captions of the various paragraphs of this Declaration are

for convenience only and are not a part of the Declaration, and do not in any way limit or amplify the terms or provisions thereof.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed the day and year first above written.

DIAMONDHEAD PROPERTIES, INC.



(Affix Corporate Seal)

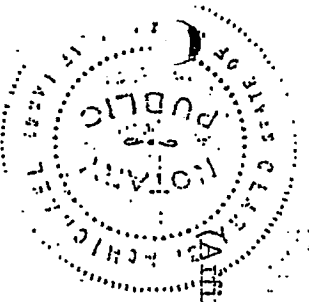
By Marshall J. Demouy  
MARSHALL J. DEMOUY  
Secretary

STATE OF ALABAMA )  
COUNTY OF MOBILE )

I, the undersigned Notary Public in and for said County in said State, hereby certify that MARSHALL J. DEMOUY, whose name as Secretary of DIAMONDHEAD PROPERTIES, INC., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and official Notarial Seal this 17<sup>th</sup> day of June, 1970.

Clara S. McMichael  
Notary Public, State of Alabama at Large



(Affix Notarial Seal)

CERTIFICATE OF SECRETARY

V 8 5112

I, MARSHALL J. DEMOUY, Secretary of DIAMONDHEAD

PROPERTIES, INC., hereby certify that the following resolution is a true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation at a special meeting, duly called and held in the City of Mobile, Alabama, on the 17th day of June, 1970, and I do further certify that a quorum was present and acting throughout the said meeting and the said resolution has not been modified, rescinded or amended and is in full force and effect.

WHEREAS, this Corporation desires to impose upon certain of its real property in Hancock County, Mississippi, mutual, beneficial restrictions, conditions, easements, covenants, agreements, liens and charges under a general plan or scheme of improvement for the benefit of all the said lands and future owners of said lands; and

WHEREAS, there has been presented to the meeting an instrument entitled "DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS, COVENANTS, AGREEMENTS, LIENS AND CHARGES DIAMONDHEAD, PHASE 1" relating to that real property in Hancock County, Mississippi, owned by Declarant, more particularly described on that certain survey map or plat consisting of eleven (11) sheets and recorded in Plat Book 4, at pages 1 to 11, inclusive, in the office of the Chancery Clerk of Hancock County, Mississippi, and it is the desire of the Board that the instrument presented to the meeting be executed and recorded on behalf of the Corporation;

NOW, THEREFORE, BE IT RESOLVED that Marshall J. DeMouy, Secretary of this Corporation be, and hereby is, authorized to execute, for and on behalf of this Corporation, the Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges presented to the meeting, and to cause the same to be filed in the office of the Chancery Clerk of Hancock County, Mississippi.

IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary and have caused the Corporate Seal of said Corporation to be affixed this 17th day of June, 1970.

*Marshall J. DeMouy*  
SECRETARY

