

**Pearl River County, MS**

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**Protective Covenants For Payton Place Subdivision**

In order to protect the health, safety and general welfare of the owners of the property within Payton Place Subdivision, the following covenants shall run with the land. The first nine subdivision restrictions shall be enforceable by Pearl River County.

- 1.) The subdivision is served by a community water system (Center Water Association). 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 of 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 defines 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, rugs, paper, beds, machinery, or bedding and old tires.
- 4.) No structures of any type may be built or located within the designated 100 year flood plain (Zone A).
- 5.) No lots shall be re-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 re-subdivided lot on which a dwelling may be constructed shall be no less than 43,560 sq.ft..
- 6.) Driveways on corner lots shall not be located any closer than (50) feet from a corner of said property closest to the intersection as measured from

the corner of the property where the said two streets rights-of-way intersect.

7.) The property owner shall install a driveway culvert at each lot. Driveway crossings street side ditches shall be constructed to at least a twenty foot (20') width with the corrected sized drainage pipe laid to the profile of the ditch invert and the length must be such that the ends of the pipe project at least three feet (3') beyond the length of the driveway pavement. The diameter of the required driveway crossing drainage pipe has been determined for each lot and is provided in Exhibit "A".

8.) Each dwelling shall display the address assigned to the front of dwelling that faces the street. Numerals indicating the official house number shall be posted in a manner legible and distinguishable from the street with no less than three inches (3") in height.

9.) All contractors must keep all lots free from construction trash and debris. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant. Concrete trucks shall not be washed out in roadside ditches, or on lots not owned by the lot owner who is constructing improvements on his lot. Each lot owner shall have absolute responsibility to assure that any concrete trucks are washed out on the owner's lot and that such wash material is retained on such lot and then removed.

10.) All lots shall be used for single family residential purposes.

11.) No residence may be built or placed on less than one lot and only one residence may be built or placed on each (1) lot.

12.) The owner's and developer's 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 at the first annual Property Owners' Association meeting on a date, time and place set by the Developers. 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 per lot. This board shall have authority to enforce these covenants and take action against anyone who is in violation of any covenant. There shall be only one (1) Board of Directors for this entire subdivision. 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.

13.) No building, fences, mailboxes or improvements of any type shall be erected, placed or altered on any lot in this development until the building plans, specifications, and plot plan showing the location of such building, fence, mailbox or improvement have been approved in writing by the Board of Directors and a building permit has been issued if required by law. No approval shall be required for driveways. No structure of any type may be built or located within an area designated as the 100 year floodplain.

14.) No fences shall be allowed in the front yards of any lots. Fences may only be constructed to the rear of the front corners of a house. Fences in the back and side yards shall be made of wood, vinyl, masonry, stucco, metal, or chain link only. No other type of wire fencing shall be allowed. A non-exclusive perpetual right-of-way or easement is reserved across the common areas as depicted on the subdivision plat for upkeep and maintenance.

15.) 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.

16.) All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to

International Building Code for one and two family dwellings and must be completed within six (6) months from the date construction is commenced. All utilities shall be provided under ground.

17.) Each dwelling shall be constructed with at least 1,400 square feet of heated and cooled living area under roof, excluding attached garage and enclosed porches. The minimum pitch of the roofs of the main body of all dwellings shall be a 7 and 12 pitch. All garages shall be attached, enclosed and shall contain a minimum of 400 square feet.

18.) No structures of temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack garage, barn or other outbuilding), 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.

19.) Any separate structure such as equipment sheds, animal shelters, greenhouses, 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.

20.) 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.

21.) No structure shall be constructed or placed nearer than twenty-five (25) 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.

22.) All lot owners shall be required to obtain water utility service from Center Water Association, or its successor in interest. Likewise, all lot owners shall be required to obtain proper testing for septic system from Mississippi State Department of Health. All septic systems are to be

Installed by a licensed installer. Each lot owner shall connect each residence to a proper water and sewer system.

23.) No filling or other impermissible impact on green space area as depicted on the final recorded plat of this subdivision. Without written approval of the Board of Directors and the appropriate governmental agency having jurisdiction over final permitting authority of the same.

24.) 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.

25.) Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and slightly appearance within Payton Place Subdivision. Developers, Property Owners Association and the Board of Directors, each, reserve and shall have the right but not the obligation to cut the grass for which the lot owner shall pay the Property Owners Association not less than \$150 for each cuttings of their lot up to ten (10) cuttings per year. The lot owners agree to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Board of Directors and agree that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.

26.) 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 sanitary condition.

27.) No vehicles may be parked on any public streets or any right-of-ways of any public streets.

28.) Only vehicles that require a state license to travel on public streets shall be permitted to operate within Payton Place Subdivision. All unlicensed vehicles including, but not limited to all terrain vehicles, go carts, and other unlicensed motorized vehicles shall not be allowed to be

operated on any street, lot or common area or on any other property within Payton Place Subdivision.

29.) 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 they are not bred, kept or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner 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.

30.) The discharge of firearms within Payton Place Subdivision is expressly prohibited.

31.) Only the following signs may be displayed to the public view on any lot during the construction sale period of a dwelling: Lot owner's sign, Realtor's "For Sale" sign, General Contractor's sign, Lender's sign. These signs must be professionally made and shall not be larger than three feet square. Developer, it's agents, and its lender shall have the right to place larger signs at the entrance to Payton Place Subdivision until all lots in this development are sold.

32.) All contractors must keep all lots free from trash and debris and must maintain a portable outdoor toilet on the lot during construction period. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant.

33.) In the event a dwelling or appurtenant structure is damaged or destroyed by fire or other act of God, owner shall repair, replace or completely remove the damaged or destroyed dwelling or structure within six (6) months from the date of occurrence.

34.) Developer reserves unto itself, its successors and assigns the following non-exclusive perpetual easements or rights-of-way: (A.) Utility easement fifteen (15) feet in width along the rear and street boundary lines and seven

and one half (7 1/2) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. This reservation of such utilities is for the purposes of providing for the practical installation of such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of the developer to supply such services. (B.) Developer reserves unto itself, its successors and assigns a non-exclusive perpetual easement or right-of-way for drainage, utility and access purposes across any lots identified on said plat files or record in the office of the Chancery Clerk of Pearl River County, Mississippi.

35.) No lot shall be purchased for the purpose of providing access to other property not located within Payton Place Subdivision.

36.) Property Owners' Association:

- a.) Membership: By acceptance of the deed to the property located within Payton Place Subdivision, the lot owner becomes a member of Payton Place Property Owners Association.
- b.) Purpose: The purposes of the Payton Place 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 Meetings: The first annual meeting of the Payton Place Property Owners Association shall be held on a date and a time and place set by the developer. Future annual meeting dates, time and locations shall be determined at that time. For purposes of carrying on business of the property owners association, (1) vote per lot. Twenty percent (20%) present of 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 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 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) majority of those present shall be sufficient to pass on any matter of business before the association.

e.) Fees and Assessments: The initial annual assessment shall not exceed \$100.00 per year, per lot, through calendar year ending December 31, 2018, and thereafter the amount of the annual assessment shall be set by the Board of Directors of 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 of January 1 of each calendar year thereafter. All said lot owners agree to pay said maintenance charges within thirty (30) days of receipt of statement rendered by the Board of Directors and agree that any unpaid charges, together with attorney fees, and reasonable collection costs will constitute a lien against their lot until paid. Developer shall not be responsible for paying annual assessments for any unsold lots.

37.) 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 if filed for record in the Office of the Chancery Clerk of





Prepared By and Return To:

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