

*Handwritten signature*

RESTRICTIVE COVENANTS  
OF  
JOURDAN RIVER SHORES SUBDIVISION

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STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

KNOW ALL MEN BY THESE PRESENTS: That we, GUARANTY PROPERTIES, INC., a Louisiana Corporation, as owner of, and Ledoux R. Provosty, Jr., and Guaranty Realty Corporation as trustee and beneficiary, respectively, in a deed of trust covering, certain real property situated in Hancock County, Mississippi, consisting of those lots listed on Exhibit A hereto in Jourdan River Shores Subdivision, Phase 1 and Phase 2, according to the official plats thereof, on file with the Chancery Clerk of Hancock County, Mississippi, and recorded in Plat Book 3, pages 61 and 64, do hereby agree and covenant with the purchasers and future owners of the lots on Exhibit A hereto, that the lots in Exhibit A shall be limited and restricted in use as follows:

I.

All of the lots shall be known and described as residential lots. No structure shall be built, altered, placed or permitted to remain on any of the said lots except one single family residential building, a private garage for not more than two cars, and other buildings incidental to residential use of the lots. All residences shall be new construction, built on site.

II.

No business or profession of any kind shall be conducted or permitted on any lot subject to these covenants. No trucks, trailers, or automobiles bearing advertisement and no commercial vehicle shall be parked or stored on any lot or on streets or roadways adjacent to any lot subject to these covenants except when making deliveries.

No dwelling shall be erected having an area, exclusive of open porches, garages and carports, of less than 600 square feet on the lowest living level.

## IV.

No building, no portion thereof, and no attachment thereto, other than fences, shall be located on any lot nearer to the front lot line than 20 feet or nearer to the rear property line than 10 feet or nearer to any side lot line than 5 feet. No fence of any kind shall be erected on any portion of the premises from the front lot line to the front sill line of the main building on any lot, nor nearer than 10 feet to the rear lot line nor nearer than 5 feet to any side lot line.

## V.

No building shall be erected or placed on any lot having a width, depth or total area less than that shown on the official plat of said subdivision. No lot as shown on the plat shall be further subdivided.

## VI.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown and described on the plats.

## VII.

No illegal, noxious, or offensive activity shall be conducted or permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of any lot subject to these covenants.

## VIII.

For the purpose of keeping the subdivision in an orderly condition at all times, each lot owner shall maintain his lot in a presentable condition, keeping the grass and overgrowth trimmed neatly. No unsightly boxes, cans, rags, or other debris shall be stored or kept on the property within view of other lot occupants and the community in general. Trash and garbage receptacles shall be covered at all times, except during collection or disposal, and maintained in a sanitary condition.

No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence at any time under any conditions.

## X.

No sign of any kind shall be permitted to be placed on the property by anyone except the fee owner. The fee owner may display to the public view, on his lot, one sign of not more than three feet square advertising the property for sale or rent. This restriction does not apply to signs used by a builder to advertise the property during construction and sales period.

## XI.

Piers, docks and wharves constructed or maintained along navigable water frontage, of the property hereby conveyed, shall in no case extend into the water more than four feet from the shoreline, and no such structure shall be roofed. All structures on or over water or marshland must have required governmental permits prior to beginning of construction.

## XII.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or similar household pets not exceeding a total of two per lot may be kept provided they are not kept, bred or maintained for any commercial purpose.

## XIII.

No lot owner or holder of a contract on any lot shall commence construction of any improvement on said lot, including driveways and fences, unless he shall first have submitted to Guaranty Properties, Inc., or its designated representative, and received approval of, a plan showing:

- A. The perimeter outline of his lot to scale;
- B. The nature, size and location of all proposed improvements;
- C. The distances from all proposed improvements to all lot lines;
- D. Floor plans showing the dimensions of the finished floor area.

If Guaranty Properties, Inc., or its designated representative finds the plan to be not in violation of the other provisions of these covenants or the plat, it shall approve the plans. Failure to reject the plans because of violation of covenants or plat restrictions within 45 days after submission shall be considered approval of the plan.

#### XIV. WATER AND SEWER

A. No septic tank, cesspool, or other method of waste disposal other than collection and treatment offered by the holder of the certificate of public convenience and necessity for any lot subject to these covenants may be used in connection with any lot subject to these covenants more than 45 days after notice to the owner or contract purchaser by the holder of the certificate of public convenience and necessity for sewage collection and treatment that sewage collection and treatment facilities are available to that lot.

B. Any dwelling erected on any lot subject to these covenants which has available sewage collection and treatment facilities from the holder of a certificate of public convenience and necessity for those services shall connect to and use the certificated sewage collection and treatment facilities.

C. No source of water for potable purposes may be used on any lot subject to these covenants other than that offered by the holder of the certificate of public convenience and necessity for water service to that lot more than 45 days after notice to the owner or contract purchaser by the certificate holder that potable water is available to that lot.

#### XV. COMMON AREAS

A. Each person or other entity owning a lot subject to these covenants, or holding a contract to purchase one of the lots in which contract the purchaser has the right of possession during the contract period, shall have a right of easement, use and enjoyment of certain Common Areas and the facilities thereon and shall be obligated to pay assessments for their maintenance, repair and operation as set out hereinafter. Such person or entity is hereafter referred to as a "Proprietor."

B. The Common Areas shall consist of that part of Square 5, Phase 1, Jordan River Shores Subdivision, containing the clubhouse, pool, tennis court and other facilities hereon as described on Exhibit 'B' hereto, and such other land, facilities, easements or other amenities which shall later be so designated by written instrument filed with the Chancery Clerk of Hancock County and executed by Guaranty Properties, Inc., hereafter referred to as "Declarant", or by the non-profit corporation whose members are the Proprietors under this covenant, hereafter referred to as the "Association."

C. Declarant hereby covenants and agrees, and each Proprietor by acceptance of a deed or contract to purchase containing the right of possession shall be deemed to and shall thereby covenant and agree, to pay to Declarant or Association, whichever holds fee title to the Common Areas at the time, such sums as may be assessed for maintenance, repair and operation of the Common Areas. Each such assessment shall be the personal obligation of each Proprietor, but not a lien upon the land. Each such assessment, together with interest at the rate of eight per cent per annum, beginning 30 days after due date, costs and reasonable attorneys' fees, may be collected by Declarant, or, after transfer of the Common Areas, by the Association, by suit if necessary. Jurisdiction of any such suit shall be Hancock County, Mississippi, where the action shall be deemed to have accrued.

D. The personal obligation for delinquent assessments shall not pass to successors in title, but no successor in title may use any Common Area until all delinquent assessments, and interest, costs, and attorney's fees have been paid. Any Proprietor who has an assessment delinquent over 60 days may not use the Common Areas until his assessment payments are current. Declarant, or after transfer of title to the Common Areas, the Association, may waive interest, costs and attorneys' fees when appropriate.

E. Prior to transferral of the Common Areas and facilities to the Association, Declarant shall set the assessment, collect all assessments, and pay for the maintenance, repairs and operation of the Common Areas from said assessments. The assessment at the time of filing of these covenants is \$60.00 per year. Any increases in assessments for maintenance,

repair and operation prior to conveyance of the Common Areas to the Association are limited and cannot exceed percentage-wise the increases in the Cost of Living Index occurring after January 1, 1977, using a \$5.00 a month or \$60.00 a year as a base. The assessment is payable in monthly, quarterly, semi-annual, or annual installments as designated by the Declarant. If there are surplus funds from assessments, they may be used for Common Area acquisition or capital improvements to Common Areas.

F. Declarant shall cause to be formed or shall designate a non-profit corporation (the Association) which shall be composed of owners and purchasers of lots subject to these covenants, and to which Declarant shall convey absolutely all Common Areas and facilities at a time of its choosing but not later than January 1, 1985, after which time the rights and responsibilities of establishing and collecting assessments, and of maintaining, repairing, improving, adding to, operating and exercising all other incidents of ownership concerning the Common Areas and facilities shall belong to and be exercised by the Association in the form and manner the members thereof shall determine, subject however to the limitations and requirements of these covenants which include, but are not limited to, the following:

1. Membership in the Association shall be appurtenant to and may not be separated from proprietorship of any lot which is subject to assessment. No Proprietor may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his lot.
2. Proprietors shall be entitled to one vote for each lot owned or contracted for. When there is more than one proprietor for a lot, they shall determine among themselves how to cast their one vote.
3. Assessments shall be uniform and equal as to each lot subject to these covenants.
4. No Common Area or facility may be sold, leased, donated, mortgaged or otherwise disposed of or encumbered except with the affirmative vote of the Proprietors of two-thirds of the lots subject to these covenants.

XVI.

Guaranty Properties, Inc., its successors and assigns and the owner of any lot subject to these restrictions shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants and conditions imposed or contained herein, except the payment of assessments under No. XV, which may be enforced only by Declarant or the Association. Failure of any party to enforce any covenant or restriction at any particular time shall in no event be considered a waiver of the right of that party or any other party to do so thereafter.

XVII.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

XVIII.

The covenants and restrictions herein contained shall run with and bind the land until January 1, 2001; prior to that date these covenants and restrictions may be amended only by instrument in writing filed with the Chancery Clerk of Hancock County containing the notarized signatures of fee owners of 90 percent of the lots subject to these covenants and restrictions. From and after January 1, 2001, these covenants and restrictions shall run for successive periods of 10 years each unless amended in the form above by owners of a majority of the lots subject hereto.

XIX.

Other lots in Jordan River Shores Phase 1 or Phase 2 may be brought under the provisions of these covenants and restrictions by the filing of an instrument in writing containing the notarized signatures of all owners of such lots agreeing that they and their lots shall be bound by these provisions. In the event that other lots are so added, they shall be counted in determining percentages for amendment as set out in No. XVIII above.

1977.

WITNESS the signatures of the parties, this 6 day of April.

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GUARANTY PROPERTIES, INC. (OWNER)

BY [Signature]

GUARANTY REALTY CORPORATION  
(BENEFICIARY)

BY [Signature]

[Signature]  
LEDoux R. PROVOSTY, JR., (TRUSTEE)

STATE OF LOUISIANA

PARISH OF RAPIDES

Personally appeared before me, the undersigned authority in and for the above parish and state, Lawrence W. McIntosh, President of Guaranty Properties, Inc., who acknowledged to me that he signed and delivered the foregoing instrument on behalf of said corporation, he being duly authorized so to do, on the day and date therein stated.

Given under my hand and official seal, this the 6 day of April, 1977.

[Signature]  
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF RAPIDES

Personally appeared before me, the undersigned authority in and for the above parish and state, Lawrence W. McIntosh, President of Guaranty Realty Corporation, who acknowledged to me that he signed and delivered the foregoing instrument on behalf of said corporation, he being duly authorized so to do, on the day and date therein stated.

Given under my hand and official seal, this the 6 day of April, 1977.

[Signature]  
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF RAPIDES

Personally appeared before me, the undersigned authority in and for the above parish and state, LeDoux R. Provosty, Jr., who acknowledged to me that he signed and delivered the foregoing instrument on the day and date therein stated.

Given under my hand and official seal, this the 6<sup>th</sup> day of April, 1977.

[Signature]  
NOTARY PUBLIC



EXHIBIT A

JOURDAN RIVER SHORES, Phase 1, Plat Book 3, Page 61,  
Chancery Clerk's office, Hancock County, Mississippi.

SQUARE 1

Lots 2, 4, 6, 8, 9, 11, 12, 13, 14, 16, 18, 20, 21, 25, 26,  
27, 28, 29, 30, 31, 32, 35 and 38.

SQUARE 2

Lots 1 - 9 inclusive, 12-27 inclusive, 29, 30, 31, 36, 37,  
40, 41, and 42.

SQUARE 3

Lots 3 - 7 inclusive, 9, 10, 12-15 inclusive, 17, 18, 22-25  
inclusive, 28, 30-33 inclusive, 35-38 inclusive.

SQUARE 4

Lots 1, 2, 3, 7, 8, 10, 11, 12, 14, 15, 16, 19, 21-25  
inclusive, 32, 33, 36, 39-46 inclusive, 55, 56 and 57.

SQUARE 6

Lots 1-10 inclusive, 12, 13, 15-21 inclusive, 23, 25, 26, 27,  
37, 38 and 39.

JOURDAN RIVER SHORES, Phase 2, Plat Book 3, Page 64,  
Chancery Clerk's office, Hancock County, Mississippi.

SQUARE 1

Lots 1-6 inclusive and lots 9-16 inclusive.

SQUARE 2

Lots 1, 2, 4-13 inclusive, 15, 16, 19-29 inclusive, 32, 33,  
and 35-43 inclusive.

SQUARE 3

Lots 1-10 inclusive, 12-20 inclusive, 23-30 inclusive, 32-37  
inclusive, 39, 40 and 41.

SQUARE 4

Lots 1, 2, 4, 6, 8-16 inclusive, 18, 20-26 inclusive, 28-32  
inclusive, 34-44 inclusive, 46-52 inclusive.

SQUARE 5

Lots 3-12 inclusive, 14-22 inclusive, 25, 26, 28, 29, 31-50  
inclusive, 52.

SQUARE 6

Lots 1-6 inclusive, 9-10, 12-32 inclusive, 34-42 inclusive, 45-49 inclusive, 51.

SQUARE 7

Lots 1-2, 4-41 inclusive, 43-44, 46-64 inclusive.

SQUARE 8

Lots 1-4 inclusive, 6-7, 9-11 inclusive, 13-19 inclusive, 22-23, 25-27 inclusive, 30-31, 33-52 inclusive, 54-60 inclusive.

SQUARE 11

Lots 1-11, inclusive, 14-19 inclusive, 21, 24-26 inclusive, 28-30 inclusive, 33, 36-40 inclusive

SQUARE 12

Lots 1-2, 4-7 inclusive, 9-16 inclusive, 18-23 inclusive, 25-29 inclusive, 32-34 inclusive, 36, 39-43 inclusive, 45-47, inclusive, 50, 52.

SQUARE 13

Lots 1, 4-6 inclusive, 8, 10-18, inclusive, 20-21, 23-41 inclusive, 43-49 inclusive.

SQUARE 14

Lots 2-4 inclusive, 7-8, 11, 13, 15-20 inclusive, 23, 25-26, 29-32 inclusive.

## Description of Common Area

Beginning at the western corner of Square 5, Jourdan River Shores, Phase I, where Mississippi Highway 603 intersects with Pontiac Drive; running then southerly along the east margin of the right of way of Highway 603 240 feet to a point; then running northeasterly and parallel to the southern side of the parking lot and clubhouse 220 feet, more or less, to a point on the western boundary of the right of way of Choctaw Drive; run thence northerly and northwesterly along the western boundary of Choctaw Drive right of way 280 feet, more or less, to the intersection of the rights of way of Choctaw Drive and Pontiac Drive; then run southwesterly along the south margin of Pontiac Drive right of way 317.48 feet, more or less, to the point of beginning. Said parcel being part of Square 5, Jourdan River Shores, Phase I, and including the clubhouse, tennis court, swimming pool and parking lot west of the clubhouse, but excluding the frame building used as a sales office on the southern portion of Square 5.

STATE OF MISSISSIPPI  
COUNTY OF HANCOCKI, JOHN D. RUTHERFORD, JR., Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office on this the 9<sup>th</sup> day of May, 1922, at 4:43 o'clock P. M., and duly recordedGrand Record Book No. 7226, Page No. 1-54.  
I, WITNESS my hand and Seal of Office, this the 13 day of May, 1922.

JOHN D. RUTHERFORD, JR., Chancery Clerk

BY Amelia M. Hester, D. C.