

# The Legacy

STATE OF MISSISSIPPI  
PEARL RIVER CO.  
CERTIFIED THE FOREGOING  
WAS FILED JAN 27 2003

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*David Earl Post*

CHANCERY CLERK



## A Residential Development As Recorded At The Court House

### Protective covenants for The Legacy Development

In order to protect the health, safety and general welfare of the owners of the property of The Legacy Development, the following covenants will run with each deed or title. The following restrictions in items #1 through #6 are the minimum requirements as set forth by Pearl River County for subdivisions and this portion only will be enforceable by Pearl River County.

1. No building permit shall be issued before the sewage and water systems are approved by the Appropriate governing authority. Whenever a subdivision is served by a community, central water supply may be drilled or otherwise constructed on any lot for the purpose of supplying portable 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, central water supply system.
2. Construction of any nature is prohibited in county drainage easement or streets right of way.
3. Lots may not be used for the storage of trash or junk or abandoned vehicles.
4. The minimum finished floor elevation required in areas subject to periodic inundation, flood zones A, shall be indicated.
5. No lot may be further subdivided without approval of the Board of Supervisors and Chancery Court for Pearl River County, Mississippi.
6. Driveways on corner lots shall not be located any closer than (60') sixty feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two streets right of ways intersect.

The purpose of these covenants are to insure by setting a standard, that The Legacy Development will be one of the most exclusive and desirable well maintained developments in Pearl River County for many years to come.

7. Lot # 31 shall not be bound nor shall it be restricted by the restrictive covenants of The Legacy subdivision.
8. The roads, streets, easements and all info structure including the entrance way within The Legacy Development shall be private and all to be maintained by the property owners association of The Legacy development.
9. Dues. There will be a \$1,000.00 dollar one time membership fee paid on all lots purchased. This fee will be paid directly to The Legacy home owners association. The purpose of this fee is for the maintenance of the roads. All lot owners must sign a road maintenance agreement. An annual due of \$250.00 dollar per year per lot will be paid for the purpose of maintaining the entrance, all easements, pond area, electric bills and miscellaneous expense for the development.
10. The air strip. Here at The Legacy development there is a private air strip used for the purposes of operating private aircraft this air strip has been here for several years. This air strip will always be an air strip. By purchasing a piece of property within The Legacy development you hear by acknowledge this will always be an air strip for the purpose of taking off and landing private aircraft.
11. Aircraft on roads. Mr. Hank Billeaud who owns a 2 acre parcel (tax map #616521000001901) of land at the entrance of the development will be the only person with rights to taxi aircraft on the road way. This privilege will terminate upon expiration of the use agreement that was signed prior to the developers purchase of the property. Only lots 1, 2, 3, 16, 17, 18, 19, 30, will be permitted to have aircraft hanger privileges and runway access.
12. Set backs will conform to county codes and ordinances.
13. Mail boxes, must be built from brick that matches the brick on the home constructed on the lot that the mailbox serves. On Legacy drive no mailbox shall not be placed closer than 5 feet from finished asphalt street.
14. All lots shall be used for single-family residential purposes. Provided, however, Developer and his agents shall have the right to use a lot as a temporary sales office for marketing and development purpose until this development is completed and sold. Home offices are permitted.
15. This property may not be re-subdivided. Only one living unit shall be allowed on each tract.

16. The owner and developer shall appoint the initial Architectural Control Committee, which shall have (3) members. The initial committee 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 Architectural Control Committee shall be held (1) year from the date of the last lot sold, or January 15, 2006 whichever comes first. A person, to be elected to the Architectural Review Committee Control, must be a lot owner of record. The ownership of each lot shall have one (1) vote but there shall be only one (1) vote per lot. This committee may enforce these covenants and take action against anyone who is in violation of any 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.
17. No building or improvements of any type shall be erected, placed on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or improvements have been approved in writing by the Architectural Control Committee and a building permit has been issued if required by law.
18. The Architectural Control Committee shall monitor all construction within The Legacy to see that these Covenants, Conditions, and Restrictions are complied with. However, the committee 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 improvements, whether caused by defective material or workmanship.
19. All residences constructed on any parcel of the above described property shall be fully finished dwellings of generally accepted building material and constructed according to congenital methods of construction, using conventional materials, and completed within ten (10) months from the date construction is commenced. No accessory building shall be constructed or used unless the dwelling on the lot is complete or under construction.
20. Each dwelling will have an enclosed garage and shall be constructed with at least 2,500 square feet of heated and cooled living area under beam, with an additional 1000 square feet including attached garage and unenclosed porches. Minimum total square footage will be 3500 square feet.
21. No structures of a temporary character, (including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other out building), shall be used on any lot, at any time as either a temporary or a permanent residence. The use, parking or storage of a house trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited. Any separate structure such as equipment sheds, animal shelters, barns, greenhouses, out buildings, or storage building must be placed to the rear of the dwelling.

22. No dwellings or accessory structure 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.
23. Building set backs will conform to county codes and ordinances which are 25' in the front, 10' on the sides & 15' in the rear.
24. No noxious, immoral, illegal or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the public.
25. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean sightly appearance within The Legacy Development. The Developer and the Architectural Control Committee each reserves and shall the right to cut the grass for which the lot owner shall pay the Architectural Control Committee not less than \$60.00 for each cutting of their lot up to six (6) cuttings per year. The lot owner agrees to pay for the cutting of the grass within ten ( 10) days of receipt of statement rendered by Architectural Control Committee.
26. No trees may be cut or removed without the prior written approval of the Architectural Control Committee, which may impose reasonable conditions or restrictions for the tree removal. No tree shall be painted or white washed unless approved by the Committee.
27. 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 and sanitary condition.
28. 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 parts thereof, scrap equipment, old washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding and old tires.
29. No large animals, livestock, goats or poultry shall be kept or raised on any lot. Dogs, cats and other house hold pets, may be kept provided that they are not bred, kept or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. All animals, which are permitted under this clause, shall be kept under adequate fence and sanitary conditions that they will not cause any damage, nuisance or inconvenience to the neighbors.
30. The discharge of firearms within The Legacy is expressly prohibited.

31. No sign of any kind shall be displayed to the public view on any lot except two (2) professionally made signs of not more than one (9) square foot advertising the property for sale or signs used by our builder to advertise the property during the construction or sale period.
32. Any home constructed within The Legacy development must have a minimum of not less than 70% masonry construction (stucco is considered masonry) no vinyl siding will be permitted on the front of any home, vinyl siding will only be permitted for use in the rear of the home and on the soffit and fascia board.
33. Roof Design for any home within The Legacy shall have a minimum main roof pitch of not less than 8 on 12.
34. Only twenty-five (25 or more) year dimensional shingles will be permitted on the homes with in this development. No three tab asphalt shingles or corrugated metal will be permitted.
35. Driveway construction is a requirement of on all lots with home and must be of either concrete or asphalt with curb.
36. Out buildings must be constructed to bear the same look of the exterior of the home.
37. Only three types of fence will be permitted with in this development. Iron fence, which will not exceed (6) feet in height and must be painted black and must be maintained in good condition on all sides. Brick, which will not exceed (7) feet at the columns and (6) feet at the main walls and must be maintained in good condition on all sides. Wood 1"x 6" Dog-ear fence boards made of wood, which will not exceed six (6) feet in height, will be permitted. Only natural or stained wood may be used. (No multi-colored fences are permitted.) No fences shall exceed the centerline of house.
38. In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of god, owner shall repair, replace or completely remove the damaged or destroyed dwelling or structure within nine (9) months from the date of occurrence.
39. Developer reserves unto itself, its successors and assigns an easement or right of way over a five (5) foot strip inside the side, rear and street boundary lines of all lots for the purpose of installation and maintenance of utilities. This reservation of such utilities as and when any public or private 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. Will conform to county codes and ordinances.

40. 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 instrument signed by not less than 2/3 of the lot owners is filed in the office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending or terminated these covenants, conditions, and restrictions.

41. Invalidation of anyone of these covenants, servitude's or restrictions by judgment, decree, or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

*I, the undersigned, do hereby understand and agree to the said covenants for The Legacy Development located in Pearl River County, MS.*

*Tyron E. Gill* Located at P.O. box 1566 Piquette, MS 39466  
Tyron E. Gill of Gill & Associates

**STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER**

**PERSONALLY** came before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Tyron E. Gill, who acknowledged to me that they signed, executed, and accepted the Protected Covenants for The Legacy Development, on the day, in the year, and for the purposes therein contained.

**GIVEN** under my hand and official seal of office, upon this, the 25<sup>th</sup> day of JUNE, 2003 A.D.

*Madeline D. Jones*  
NOTARY PUBLIC

PREPARED BY:  
TYRON E. GILL  
P.O. Box 1566  
Piquette, MS 39466  
Phone # (601)798-9819

Notary Public State of Mississippi At Large  
My Commission Expires: January 20, 2007  
Bonnie Thru-Holden, Brooks & Garland, Inc.

