

COVENANTS FOR EAGLE HEIGHTS SUBDIVISION, PEARL RIVER COUNTY, MS.

1. **SINGLE FAMILY DWELLING.**
All lots shall be used for single family residential purposes. However, developer and his agents shall have the right to use a lot as a temporary sales office for marketing and development purposes until all phases of this development are completed and sold.
2. **MINIMUM AGREEMENT PER LOT.**
No lot shall be divided into smaller than a one acre parcel except to provide a larger building site. The minimum size for any lot on which a dwelling may be constructed shall be one (1) acre. The term "LOT" in these covenants means a one (1) acre parcel.
3. **ONE HOUSE PER LOT.**
No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
4. **ARCHITECTURAL REVIEW COMMITTEE.**
The owner and developer shall appoint the initial Architectural Review Committee which shall have three 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 Review Committee shall be held one (1) year from the date of the sale of the first lot and an election held on each year thereafter on that same date. A person to be elected to the Architectural Review Committee must be a lot owner of record. The owner 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 covenant. Any judgements rendered against any property owner for violation of these covenants shall constitute a lien against the property in question.
5. **PLOT AND BUILDING PLANS.**
No building or improvement of any type shall be erected, placed or altered on any building site in this development until the building plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Review Committee and a building permit has been issued if required by law.
6. **ARCHITECTURAL REVIEW COMMITTEE LIMITED LIABILITY.**
The Architectural Review Committee shall monitor construction to see that these covenants, conditions and restrictions are complied with. However, this 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 improvement, whether caused by defective material or defective workmanship.
7. **CONVENTIONAL DESIGN AND MATERIAL.**
A residence constructed on any lot shall be a fully finished dwelling of generally accepted building material and constructed according to the laws and codes of the State of Mississippi and of Pearl River County and must be completed within six (6) months from the date construction is commenced.
8. **MINIMUM HEATED AND COOLED AREA.**
Each dwelling shall be constructed with at least 1,500 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches.

9. **NO TEMPORARY STRUCTURES.**
No structures of a temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding), shall be placed or erected on any lot at any time as either a temporary or permanent dwelling.
10. **OUTBUILDINGS.**
Any separate structure such as equipment sheds, animal shelters, greenhouses, outbuildings, or storage buildings must be placed to the rear of the principle dwelling. Such structures shall not be constructed or used until the principle dwelling is under construction or completed.
11. **NO COMMERCIAL OR INDUSTRIAL USES PERMITTED.**
No dwellings 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.
12. **SET-BACKS.**
No structure shall be constructed or placed nearer than fifty (50) feet from the front boundary line and twenty-five (25) feet from the rear and side boundary lines. This restriction shall not apply to driveways, mailboxes or fences.
13. **SEPTIC TANKS.**
Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.
14. **PUBLIC NUISANCE.**
No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the public.
15. **LOT MAINTENANCE.**
Property Owners shall maintain their lots by periodic mowing of the grounds in order to maintain a clean and sightly appearance within Eagle Heights. Developer, Property Owner's Association, and the Architectural Review Committee each reserves and shall have the right to cut the grass for which the lot owner shall pay the Architectural Review Committee not less than \$100.00 for each cutting, up to twelve (12) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Architectural Review Committee and agrees that any unpaid charges, together with all the attorney fees and reasonable cost of collection, will constitute a lien against the lot until paid.
16. **CUTTING OF TREES.**
No trees may be cut or removed except for building sites and other improvements without the prior written approval of the Architectural Review Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or white washed.
17. **GARBAGE MANAGEMENT.**
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.

18. **TRASH AND JUNK.**
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 defined 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, tanks, cans, barrels, boxes, drums, pipes, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding, and old tires.
19. **ANIMALS.**
No large animals, livestock, goats or poultry shall be bred, kept or raised on any lot except that dogs, cats or other household 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 so that they will not cause any damage, nuisance, or inconvenience to the neighbors.
20. **FIREARMS.**
The discharge of firearms within Eagle Heights is expressly prohibited.
21. **SIGNS.**
Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling: (1) Owner's sign (2) Realtor's "For Sale" sign (3) General Contractor's sign (4) Lender's sign. These signs must be professionally made and shall not be larger than three (3) feet square.
22. **CONTRACTORS.**
All Contractors must keep all lots free from trash and debris and must maintain a portable outdoor toilet on the lot during the construction period. The Contractor and lot owner shall be jointly and severally liable for adherence to this covenant.
23. **DAMAGED STRUCTURES.**
In the event a dwelling or appurtenant structure is damaged or destroyed, owner shall repair, replace or completely remove the damaged or destroyed dwelling or structure within nine (9) months from the date of occurrence.
24. **UTILITY EASEMENT.**
Developer reserves unto itself, its successors and assigns, an easement or right of way fifteen (15) feet in width along the rear and street boundary lines and seven and one-half (7½) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. Additionally, easements reserved on the recorded plats shall be reserved for installation and maintenance of utilities, fire protection, beautification and drainage. This reservation for such utilities as and when any public or private utility company may desire to serve said lots is with no obligation on the part of the Developer to supply such service.
25. **DURATION OF COVENANTS.**
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 two-thirds (2/3) of the lot owners is filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending, or terminating these covenants, conditions and restrictions.

26. INVALIDATION OF COVENANTS.

Invalidation of any covenant by judgement or court order shall in no way effect the validity of the remaining covenants, conditions and restrictions all of which shall remain in full force and effect.

DATE September 24th 1997

Thomas L. Giraud

THOMAS L. GIRAUD

Erwin J. Smith

ERWIN J. SMITH

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, ERWIN J. SMITH and THOMAS L. GIRAUD, who acknowledged that they signed, executed and delivered the foregoing instrument of writing on the day, in the year, and for the purposes therein mentioned.

GIVEN under my hand and official seal of office on this the 24th day of September A.D., 1997.

Betty J. Smith
NOTARY PUBLIC

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Dec. 6, 1999.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



PEARL RIVER COUNTY, STATE OF MISSISSIPPI. I hereby certify the foregoing instrument was filed for record in my office on the 8 day of October, 1997 at 2:15 o'clock A. M. and that the same is now duly recorded in Deed Record No. 683 on page 32-36 of Record of Land Deeds in my office. Given under my hand and Seal of office this 8 day of October, 1997.

D.R. Davis
Barbara Long
Chancery Clerk
D. R. DAVIS
PEARL RIVER COUNTY CHANCERY CLERK

Erwin J. Smith
488 Hwy 435
Decatur, MS