

**RESTRICTIVE COVENANTS**  
**OF**  
**CREEKSIDE ESTATES**

**PHASE ONE, LOTS 1-53**

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

2008 11035  
Recorded in the Above  
Deed Book & Page  
05-08-2008 12:59:21 PM  
Timothy A Keller  
Hancock County

The following restrictive and protective covenants are hereby established and set forth upon the use of all the property located within PHASE ONE of CREEKSIDE ESTATES SUBDIVISION in Hancock County, Mississippi. The restrictive and protective covenants set out herein are, and shall be a part of each and every contract and deed executed conveying such property, or any part thereof, as though set fully and incorporated verbatim therein; further, the said restrictions and protective covenants are declared to affect each parcel filed of record for the benefit of each and every parcel and the owners thereof and their heirs, assigns and successors of title, and shall constitute covenants running with the land. Such restrictions and protective covenants are now set forth as follows, to-wit:

1. No lot shall be used except for residential purposes, with the exception of Lot 84, Phase One, which shall be used for utilities purposes only. No parking of any vehicles shall be permitted to park along side of any lots on streets or roadways.

2. No Commercial or Industrial use of any part of this property is prohibited. 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 except when making deliveries.
3. No construction and building shall be permitted prior to the Hancock County governing entity, the Mississippi State Department of Health and the Mississippi State Environmental Quality Department approving the sewage and water systems. 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. A Development fee of \$3,800.00 per lot will be collected by the developer/owner, or their assigns. Any sewage system/grinder pump fee and/or any maintenance thereof shall be the responsibility of each lot purchaser. No construction on any lots conveyed or sold will be permitted until the Development fee of \$3,800.00 for each lot has been collected by developer/owner, or their assigns, and the sewage system/grinder set-up has been approved by the

- governing entity and paid for by the lot purchaser, with said lot purchaser executing any necessary easement rights-of-way unto the governing entity. All residences constructed on any parcel of the above described lots shall be fully finished dwellings of generally accepted building materials, having 75(%) percent of brick veneer, constructed according to conventional methods of construction, using conventional and brick materials, and completed within six (6) months from the day construction is commenced.
4. A reconnection fee in the amount of \$150.00 will be charged if sewer service is disconnected due to non-payment of account; provided however, that a reconnection fee of \$450.00 will be charged if TESI is required to dig up the sewer main and cap it. A reconnection fee of \$350.00 will be charged if the customer's grinder pump is disconnected for any reason. A fee of \$150.00 will be applicable when a new customer account is set up at an existing service.
5. All residences having lots numbering 1-7, 14-46, and 50-53 must have a minimum square footage under beam of 1,100-1,400 square feet of heated and cooled floor area, exclusive of basement, porches, garages or carports. All other lots numbered in Phase One must have a minimum of 1,400-1,800 square feet of heated and

cooled floor area, exclusive of basement, porches, garages or carports.

6. No mobile homes shall be located on the above described property at any time. However, a modular home that meets the requirements and approval in writing, along with the required permits, from the Hancock County Planning and Zoning Committee and all governing entities may be permitted to be erected on a lot as a permanent dwelling.
7. No travel trailers, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence. Any separate structure such as equipment sheds, animal shelters, barns, greenhouses, outbuildings or storage buildings must be placed in the rear of the dwelling, and shall not violate the easement rights-of-way or any setback requirements thereof.
8. All utilities must run underground. Purchaser of each lot will be responsible to run all utilities from the street to the house at their expense.
9. No structure on regular street frontage lots shall be constructed or placed nearer than twenty-five (25) feet from the front, and twenty (20) feet from the rear property line, and ten (10) feet from the property sidelines. This restriction shall not apply to

driveways, mailboxes or fences. No structure on corner lots shall be constructed or placed nearer than twenty-five (25) feet from the street frontage, twenty (20) feet from the property sideline of the side street, ten (10) feet from the property sideline, and twenty (20) feet from the rear property line. Driveways on corner lots shall not be located any closer than forty (40) feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two street rights-of-way intersect. All driveways must be constructed of a continuous placement or layer of concrete, asphalt, brick or other similar material, and shall not be solely composed of dirt, sand, clay, gravel or any other loose aggregate.

10. No fences shall be allowed in the front yards of any lots. Fences may only be constructed to the rear and side easements of the lot. Fences shall be made of treated wood, vinyl, masonry, stucco, wrought iron, or chain link only. No other type of wire fencing shall be allowed. The minimum height shall be four (4) feet, and the maximum height shall be six (6) feet. Fences can never obstruct drainage in any way. A non-exclusive perpetual right-of-way or easement is reserved across the common area as depicted on the estates plat for

upkeep and maintenance.

11. Construction of any kind is prohibited in the drainage easements or street rights-of-way.
12. All required individual sewerage disposal systems and grinder pump systems shall be installed at purchaser's expense and shall be maintained in accordance with the Mississippi State Department of Health and the Mississippi State Environmental Quality Department, and must comply with any and all regulations and requirements as set forth by any and all Hancock County regulatory commissions and/or boards.
13. Each lot shall be kept in a clean condition and attractive appearance, thereby being free of litter, debris and inoperable vehicles. There shall be no automobile/vehicle repair and/or construction of any automobiles/vehicles allowed on any lot/tract.
14. No lot shall be used as a junkyard. The dumping, storing or accumulation of trash, animal waste, junk or junk vehicles on this property is prohibited. A junkyard is defined as having one (1) or more inoperative vehicles, the dumping of rubbish or junk, such as, but not limited to inoperative vehicles, or parts thereof, scrap building material, scrap equipment, old washing machines, dryer tanks, cans,

bottles, boxes, barrels, drums, piping, tin glass, old iron, machinery, rugs, paper, beds or bedding, old tires, etc.

15. All garbage, trash or waste of any kind shall be kept in sanitary containers.

16. Developer, or their assigns, shall have the right, but not the obligation, to clean up debris, trash junk, cut grass or take any other action as its deems necessary to enforce these restrictions and protective covenants. If developer or their assigns, is required to take such action and incurs expenses thereof then the developer, or their assigns shall be entitled to impress a lien on the defaulting owner's land in the office of the Chancery Clerk of Hancock County, Mississippi, and file suit in the appropriate court of law to recover all expenses incurred. Property owners who have not started building a residence shall maintain their lots by periodic mowing of the grass to maintain a clean and attractive appearance. The developer or their assigns shall have the right but not the obligation to cut the grass for which the owner shall pay no less than one hundred (\$100.00) for each cutting of their lot up to twelve (12) cuttings per year. The lot owners agree to pay for the grass cutting within 10 days of receipt of statement rendered by developer, or their assigns, and

agree that any unpaid charges together with all the attorney fees, court costs, publication fees, and reasonable costs of collection will constitute a lien against their lot until paid.

17. No chickens, ducks, swine, goats or other livestock shall be permitted on this property.

18. A maximum number of two (2) large dogs and two cats shall be allowed per lot and must be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to the neighbors or public. Lot owners may never use their property for the purposes of breeding and selling animals or pets.

19. No noxious, immoral, illegal or offensive activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to neighbors or the public.

20. This property may not be re-subdivided. Only one (1) living unit shall be allowed on each tract.

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



22. Developer and lot owners must abide by the statutes of the state of Mississippi for real property deemed as wetlands as defined in the Coastal Wetlands Protection Law, Section 49-27-1 of the Mississippi Code Annotated, 1992, supplemented and amended. PRIOR TO WORK ON REAL PROPERTY DEEMED AS WETLANDS, THE LOT/HOMEOWNER(S) MUST CONTACT THE MOBILE DISTRICT CORPS OF ENGINEERS REGULATORY DIVISION TO DETERMINE IF A DEPARTMENT OF THE ARMY PERMIT IS REQUIRED FOR THE PROPOSED WORK IN ACCORDANCE WITH SECTION 404 OF THE CLEAN WATER ACT.

BUYER/LOT OWNER SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_


23. The restrictions and protective covenants shall run with the land, and shall inure to the benefit of and be enforceable by the owner of any part or parcel of the hereinabove described land, their representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date of this instrument and shall be automatically renewed for successive periods of ten (10) years thereafter, prior to any renewal date an instrument signed by not less than two-thirds (2/3) of the lot owners and filed for record in the office of the Chancery Clerk of the Hancock County, Mississippi, hereby modifying, amending or terminating any one of these covenants, conditions and restrictions.

24. Invalidation of any one of these servitude(s) or restrictions by judgment, decree or court order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

OWNER AND DEVELOPER

OF

CREEKSIDE ESTATES SUBDIVISION

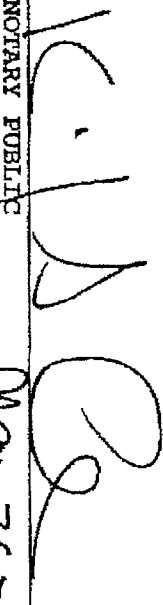
  
\_\_\_\_\_  
DANIEL R. LADDNER

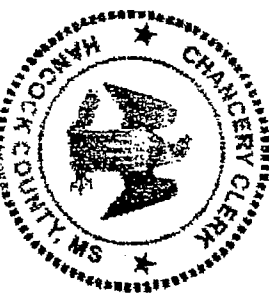
  
\_\_\_\_\_  
HOMER A. LADDNER

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named DANIEL R. LADNER, who acknowledged to and before me, that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and seal of office this the 18th day of April, A.D., 2008.

  
NOTARY PUBLIC  
My commission expires: May 26, 2008



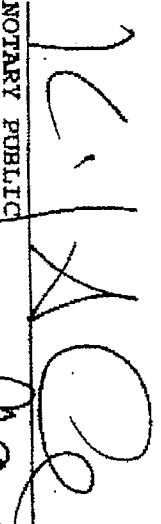
Hancock County  
I certify this instrument was filed on  
05-08-2008 12:59:21 PM  
and recorded in Deed Book  
2008 at pages 11035 - 11045  
Timothy A Kellar

*Shirley Daniels*

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named SONJA A. LADNER, who acknowledged to and before me, that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and seal of office this the 18th day of April, A.D., 2008.

  
NOTARY PUBLIC  
My commission expires: May 26, 2008



RESTRICTIVE COVENANTS  
OF  
CREEKSIDE ESTATES

PHASE ONE, LOTS 1-53

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

2008 9940  
Recorded in the Above  
Deed Book & Page  
04-25-2008 03:51:12 PM  
Tiffany A Keller  
Hancock County

The following restrictive and protective covenants are hereby established and set forth upon the use of all the property located within PHASE ONE OF CREEKSIDE ESTATES SUBDIVISION in Hancock County, Mississippi. The restrictive and protective covenants set out herein are, and shall be a part of each and every contract and deed executed conveying such property, or any part thereof, as though set fully and incorporated verbatim therein; further, the said restrictions and protective covenants are declared to affect each parcel filed of record for the benefit of each and every parcel and the owners thereof and their heirs, assigns and successors of title, and shall constitute covenants running with the land. Such restrictions and protective covenants are now set forth as follows, to-wit:

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3. No construction and building shall be permitted prior to the Hancock County governing entity, the Mississippi State Department of Health and the Mississippi State Environmental Quality Department approving the sewage and water systems. 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. A Development fee of \$3,800.00 per lot will be collected by the developer/owner, or their assigns. Any sewage system/grinder pump fee and/or any maintenance thereof shall be the responsibility of each lot purchaser. No construction on any lots conveyed or sold will be permitted until the Development fee of \$3,800.00 for each lot has been collected by developer/owner, or their assigns, and the sewage system/grinder set-up has been approved by the

governing entity and paid for by the lot Purchaser, with said lot Purchaser executing any necessary easement rights-of-way unto the governing entity. All residences constructed on any parcel of the above described lots shall be fully finished dwellings of generally accepted building materials, having 75(%) percent of brick veneer, constructed according to conventional methods of construction, using conventional and brick materials, and completed within six (6) months from the day construction is commenced.

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BUYER/LOT OWNER SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

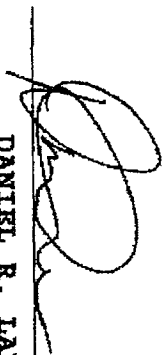
23. The restrictions and protective covenants shall run with the land, and shall inure to the benefit of and be enforceable by the owner of any part or parcel of the hereinabove described land, their representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date of this instrument and shall be automatically renewed for successive periods of ten (10) years thereafter, prior to any renewal date an instrument signed by not less than two-thirds (2/3) of the lot owners and filed for record in the office of the Chancery Clerk of the Hancock County, Mississippi, hereby modifying, amending or terminating any one of these covenants, conditions and restrictions.

24. Invalidation of any one of these servitude(s) or restrictions by judgment, decree or court order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

OWNER AND DEVELOPER

OF

CREEKSIDE ESTATES SUBDIVISION

  
DANIEL R. LADNER

  
SONJA A. LADNER



Hancock County  
I certify this instrument was filed on  
04-25-2008 03:51:12 PM  
and recorded in Deed Book  
2008 at pages 9940 - 9949  
Timothy A Kellar

