RESTRICTIVE COVENANTS

"-

OF.

CREEKSIDE ESTATES

PHASE ONE, LOTS 1-53

STATE OF MISSISSĮPPI

COUNTY OF HANCOCK

2008 11035
Recorded in the Abdve
Deed Book & Pase
05-08-2008 12:59:21 PM
Timothy A Kellar
Hancock County

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

used lots No lot with the exception of Lot 84, vehicles on streets for shall be shall utilities <u>о</u> р or used permitted roadways. purposes arcept ţ for residential only. Phase One, park along side ŏ parking which purposes, shall Ç, Q Hi any any De e

- N ď this making deliveries vehicle automobiles Commercial property shall be parked ő roadways adjacent bearing is prohibited. g industrial use advertisement or stored ť No trucks, trailers any and o of Hot any D T any except lot commercial part when or O_H g
- any and will purpose Environmental 0 developer/owner, purchaser. No construction on any lots conveyed or sold thereof Bewage collected system. structure, except for the purpose of irrigation, drilled or system/grinder \$3,800.00 event shall there be a physical connection construction such source and any element water **9**d Department Hancock system/grinder pump fee and/or of Þ shall by the Development permitted supplying potable water for eystems. otherwise Quality County governing entity, эd and building get-up each developer/owner, O_F or the No **Health** until their constructed on any lot H H H H Department 10t private water has responsibility 0 and the assigns, ម្មទម្ព shall \$3,800.00 been the of the or their assigns. approving the sewage Development: been to any building Эd Mississippi approved and any maintenance permitted per lot will supply may community water the Mississippi of. collected the each for λq between and sewage State prior Any lot the рe эq or γď

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

- Δ customer's grinder pump is disconnected for any reconnection fee of \$450.00 will be charged if payment account is set up at an existing service. reconnection required charged reconnection fee in the amount of \$150.00 will Off if sewer service is disconnected due Q Hi \$150.00 will be applicable when a new customer Ç fee gig account; ď'n O_F the \$350.00 provided sewer Will main e d however, and charged to nonif the reason. <u>;</u>-ьe
- ů. 50-53 have carports. All other lots numbered 1,100-1,400 residences a minimum of 1,400-1,800 square must have a minimum square footage under beam of exclusive square having lots numbering 1-7, OH: feet of heated and basement, porches, Ħ feet of heated and Phase cooled garages One must

garages or carports. cooled floor area, exclusive G H basement, porches,

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

five lots feet lots driveways, feet (10)property intersect. intersection as other loose aggregate. brick continuous placement shall from feet from from the shall not be located any closer than forty (25)or other composed the property sideline of the side street, where feet be constructed or placed nearer bi mailboxes or All driveways corner of said property rear from the property sideline, and twenty (20) of dirt, the said two similar measured. property line. Driveways on corner the Ö, fences. No street frontage, layer material, must gand, from Ö 90 the corner clay, street structure and concrete, constructed closest gravel shall rights-of-way than twentytwenty asphalt, O, t o not or any Off. (20) (40) ten the a D

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

upkeep and maintenance

- ዞ ዞ Construction of any kind is prohibited in the drainage easements or street rights-of-way.
- . 5 muet Mississippi State Environmental Quality Department, A11 grinder regulatory commissions and/or boards. requirements as set Mississippi expense and shall be maintained in accordance with required individual sewerage disposal systems comply pump systems shall be installed at purchaser's State with forth by any Department any and all Ċ Hs and all Hancock County Health regulations and and the and the and
- <u>.</u> Bach automobile/vehicle repair and/or construction automobiles/vehicles allowed on any lot/tract. attractive lot and shall appearance, inoperable ф С kept thereby being free of vehicles. ij There clean shall condition and of any litter, ø, ou
- <u>1</u> junk N O inoperative vehicles, the junkyard storing or accumulation of trash, animal waste, junk equipment, lot 98 vehicles shall thereof, but g H old washing machines, not defined be used as 9 limited this встар S) (a) property is ţ dumping building having a junkyard. inoperative vehicles, O_{ff} dryer one material, rubbish prohibited. The (1) tanka, or junk, dumping, cans, gerap or F OH ×

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

- ₽ All garbage, in sanitary containers trash or waste Ö. any kind shall Ф Д kept
- 16. 0 Developer, periodic building suit action H grass not the statement twelve hundred grass for shall have expenses Chancery enforce these restrictions and protective developer Hor defaulting ín or (12) cuttings per year. obligation, (\$100.00) for the Clerk of Hancock incurred. the assigns shall be entitled to impress a lien on take any other Burmom ğ) rendered which the owner or their the incurs appearance. grass residence or their assigns, appropriate court right but not the obligation to cut of owner's cutting within 10 expenses Property owners who have not γď to clean up debris, trash junk, the assigns, each cutting of developer, shall The developer grass action as its land in the County, Mississippi, shall pay thereof shall have maintain to maintain a clean m i---The lot O Hi or required law then the days their no less or their assigns their office deems owners to recover their the 0f assigns, right, developer, receipt covenants necessary take and than agree lots o_f ďn and tud cut and Хq OH,

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

- 17. No chickens, shall be permitted on this property. ducks, swine, goats or other livestock
- 18. A maximum number of two (2) large dogs and two property animals or pets. adequate fence shall neighbors or public. Lot not Ф Д cause any damage, nuisance for allowed per the and səsodınd **Banitary** lot owners may never use their of breeding and and must conditions or inconvenience to þ, 80 tďex that selling cats they
- 19. Ç be done thereon which may be or become an annoyance or shall be carried on upon any parcel nor shall anything nuisance to neighbors or the public. noxious, immoral, illegal OH. offensive activity
- о О This property may not be re-subdivided. living unit shall be allowed on each tract. Only one <u>E</u>
- 21. In the event shall repair, damaged or destroyed by fire destroyed from the date of occurrence. replace or completely remove the damaged a dwelling dwelling Ŏ K or appurtenant structure or act of God, within six structure 6)

22. ARMY 1992, ACCORDANCE WITH SECTION 404 OF THE CLEAN WATER ACT. REGULATORY DIVISION TO DETERMINE IF A DEPARTMENT OF the CONTACT PROPERTY Developer State Section 49-27-1 PERMIT Supplemented and as defined in DEBMED HHE and lot of Mississippi for real SH MOBILE ĀS REQUIRED owners WETLANDS, of: DISTRICT amended. the Coastal Wetlands the Mississippi must FOR HHI abide HHI PRIOR LOT/HOMBOWNER(S) CORPS property PROPOSED by the Ö Code Ö WORK statutes Annotated, Protection deemed ENGINEERS WORK Q Z MUST of. 벑

	PRINTED NAME:	BUYER/LO
	NAME:	r owner
•		BUYER/LOT OWNER SIGNATURE:
•	נל	and the state of the construction of the state of the sta
	DATE:	manani di di sere ye dibbî " deşeredibbi dibbî ye. Ye. di se

ស យ • the these covenants, conditions and restrictions the Chancery Clerk of the Hancock County, instrument signed by not hereinabove enforceable with the land, (25) · years automatically renewed lot restrictions successors and assigns for a term of twenty-five modifying, owners and filed from the date by the owner thereafter, described and shall inure to the benefit and amending protective land, prior for 1688 of any part for for of this or terminating successive record in than two-thirds (2/3) ç their Yms instrument covenants or parcel renewal representatives, periods the office Mississippi, any and Of. shall date one Ö, Q Hh and be ten the run Ö of.

which shall remain in full force and effect. in no way affect any other provision hereof, restrictions by judgment, decree or court order Invalidation one O.F these servitude(s) O.f. 0

OWNER AND DEVELOPER

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CREEKSIDE ESTATES SUBDIVISION

DANIEL R. LADNER

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STATE OF MISSISSIPPI

COUNTY O¥. HANCOCK

authority personally day Ħ pre LADNER, year came for who therein mentioned. the the and acknowledged aforesaid appeared band foregoing jurisdiction, before ģ and instrument me, before the the me, within undersigned Of that writing named ЭЦ

GIVEN under hand and seal of office this the

A.D., 200B.

commission

TEDA expires:

CERY CLA News X

COUNTY OF HANCOCK

MISSISSIPPI

I certify this instrument was filed on 05-08-2008 12:59:21 PM Harkock County recorded in Deed Book 3 at pages 11035 - 110 11045

imothy A Kellar

signed and authority Personally þ in and and delivered the above for came Othw the and acknowledged aforesaid jurisdiction, mentioned appeared and foregoing ö before and instrument before me, the the me, within named undersigned Ċ that writing she

GIVEN under hand and seal of office this the

Ġ

2008

Áм NOTARY commission DITENA

expires

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
Timothy A Kellar
Hancock County

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

used lote with No lot vehicles the Ö for shall be streets or exception of Lot 84, shall utilities e d used permitted roadways. purposes ежсерс ç for residential only. Phase park along side one, Š parking which purposes, shall be 0 O_{Fi} aпу any

'n Ö making deliveries streets vehicle automobiles this Commercial property is prohibited. shall be parked or roadways adjacent bearing advertisement Or industrial or stored No to any use trucks, on any and no of. lot except trailers lot commercial part when ö of

ω

Ö no and to the Hancock County governing entity, any such source and any element structure, except for the purpose of irrigation, purpose drilled **Environmental** Will purchaser. No construction on any lots conveyed or sewage system/grinder pump fee and/or any maintenance thereof collected by the system. system/grinder developer/owner, \$3,800.00 event shall there be a physical construction and building water p e Department of OH, Þ shall Development permitted until supplying potable water to any building ayatems. otherwise for Quality рe set-up each developer/owner, or their assigns. Ġ, 9 eut No Health their constructed on any lot for fee of Department lot private water has responsibility and the Mississippi \$3,800.00 per lot will be the shall be assigns, hag been of the approving the sewage Development been connection approved and permitted supply may be community water the Mississippi O Ha collected the each Λq H (P (P between and sewage State prior Ąmy the the ÅФ Of.

with XŢS generally described residences easement rights-of-way unto governing conventional and brick materials, and completed within conventional <u>(8</u> ваіф months from the day construction is commenced. of. lots shall entity accepted lot constructed brick methods Purchaser and paid veneer, building 9 0 ğ fully Off for any the constructed materials, executing Уd parcel governing entity. finished construction, the any lot of, according having dwellings Purchaser, necessary 75 (%) using rt Q

- reconnection charged customer's grinder reconnection required reconnection if sewer service is disconnected due to nonto \$150.00 will be applicable when a new customer O. set up at an existing service. fee of \$400.00 will be charged if Hee e dig account; H 0 Ċ, ď'n pump is disconnected for any in the amount \$300.00 the provided sewer main will O be however, \$150.00 and charged cap will be that TESI reason. if the it. M ø
- (Jī 50-53 have 1,100-1,400 carports. area, residences a minimum of 1,400-1,800 must exclusive All other lots have a minimum square footage under beam **square** having O_H feet of heated and basement, lots numbered numbering 1-7, **square** porches, μ̈́ feet Phase of heated cooled garages 14-46, One must and and S S

garages or carports. cooledfloor area, exclusive of basement, porches,

- . თ property No mobile homes shall be located permanent entitles may be permitted to be erected Planning with the meets the at any time. and dwelling. requirements and approval in writing, required permits, zoning However, a Committee from on the above and the Hancock modular home a11 on a described lot governing County along that 9 9 9
- ö separate setback requirements thereof. and shall not violate the easement rights-of-way or buildinge shelters, other travel trailers, outbuildings shall be used as a must be placed in the rear structure barns, greenhouses, outbuildings or storage basement, auch **13** tent, equipment sheds, shack, of the dwelling, residence. garage, animal barn Any
- ÷ ⇔ lot All utilities must street to the house at their will be responsible to run all utilities run underground. expense. Purchaser from the O,
- ç constructed or placed nearer No structure sidelines. line, front, This on regular and ten and restriction twenty street (10) than twenty-five (20) feet feet from the frontage shall not from lots apply (25) feet the rear shall be property t o

lots five feet feet (10) feet driveways, brick property continuous intersect. intersection solely shall from shall from the property sideline feet (25)from a Loose OH H composed other where the mailboxes from the feet from be constructed or placed nearer than twenty-A11 not placement aggregate. D D corner rear be located any closer driveways must the gaid two gimilar of dirt, measured from property line. property of said property or fences. the street O, material, layer gand, sideline, of: No O H frontage, Ď street clay, gravel or any the the Driveways on corner structure on corner constructed and concrete, gide than forty corner closest and twenty rights-of-way shall twenty street, o t not (20)the the 9 0

10. gide the maximum height shall be chain link only. No other type of wire fencing shall treated wood, vinyl, masonry, the never allowed. fences common easements of the lot. Fences obstruct The minimum height shall shall right-of-way or easement is area may only be constructed to drainage S S be allowed in the front depicted on the estates 'n any Fences shall Bix stucco, way. be four <u>6</u> wrought feet. Fences can A non-exclusive reserved yards (4) the rear þe plat feet, and iron, made ofi Aue and O H od or,

upkeep and maintenance.

- 11. Construction of any kind is prohibited in the drainage easements or street rights-of-way.
- 12, requirements as set forth by any and all Hancock County Mississippi State Environmental Quality Department, Mississippi regulatory commissions and/or boards. grinder pump systems shall be installed at purchaser's All required individual sewerage disposal systems expense and shall be maintained in accordance with comply State with Department any and **al**1 O.f. Health and regulations and and the
- 13 automobiles/vehicles allowed on any lot/tract. automobile/vehicle debris attractive lot and shall appearance, inoperable vehicles. e Ç repair and/or construction of any kept thereby being free of litter, in clean There shall condition þ, and no
- 14. such equipment, old washing machines, dryer tanks, junkyard inoperative vehicles, the storing or accumulation of trash, animal waste, junk or a.63 vehicles shall be used as thereof, but not limited Đ. defined as no scrap this property dumping of rubbish or to inoperative vehicles, or building having a junkyard. one ω Ή. material, prohibited. A (1) The dumping, junk, cans, scrap

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

- 15. All garbage, in sanitary containers. trash or waste of any kind shall be kept
- 16 Developer, or their assigns, Ħ to enforce these restrictions and protective grass or take any other action as not the grass guit action Chancery hundred (\$100.00) for each cutting attractive periodic building expenses statement rendered by developer, pay for twelve (12) developer or their in defaulting for and obligation, the incurred. Property owners who have not the appropriate court of law Clerk of Hancock County, Mississippi, assigns mowing נמ which incura appearance. cuttings per year. grass cutting within 10 residence right but not the obligation to cut of, owner's shall be entitled to impress a lien on the owner expenses the to clean up debris, assigns, shall The grass land in the shall thereof then developer shall have maintain 18 ö The lot owners agree pay no less OH, maintain required to its of their days their or their deems trash t 0 office their the the developer, Off. a clean and recover assigns, right, covenants. junk, receipt necessary 1ot up take such than one and file lots O.F. assigns cut but the the γď O Hi t O

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

- 17. No shall be permitted on this property. chickens, ducks, swine, goats or other livestock
- 18. the animals or pets. property adequate A maximum number of two (2) large dogs neighbors фe cause fence for allowed or public. the purposes any damage, and sanitary per lot tot nuisance owners of breeding and must conditions so may never use or inconvenience be kept and and selling that two under their cats
- . 6 7 Ö Q Q nuisance to neighbors or the public. shall be done thereon which may be or become an annoyance noxious, carried immoral, illegal on upon any parcel nor OK. offensive shall anything activity o R
- ა 0 This property may not living unit shall be allowed on each tract be re-subdivided. ATUO one (1)
- 21 months from the date of H damaged the destroyed repair, or destroyed by fire or event replace a dwelling or appurtenant dwelling or completely remove occurrence. OF structure act of God, the owner within structure the damaged 91X (6)

ARMY Developer ACCORDANCE WITH SECTION 404 OF THE CLEAN WATER ACT. REGULATORY DIVISION TO DETERMINE IF A DEPARTMENT OF PROPERTY wetlands as defined in the Coastal Wetlands CONTACT the State Section 49-27-1 of Supplemented and PERMIT DEEMED HHT and of Mississippi S lot MOBILE ASREQUIRED owners WETLANDS, amended. DISTRICT the must for real FOR Mississippi HHI abide HH PRIOR LOT/HOMEOWNER(S) MUST CORPS property by the PROPOSED O.L. Code O_k WORK ON REAL statutes Annotated, Protection deemed ENGINEERS WORK Of. S) D)

The restrictions and protective covenants shall run	PRINTED NAME:	BUYER/LOT OWNER SIGNATURE:
		IGNATT
nrotective		JRE:
covenants	DATE:	
shall		
run		

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

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

OWNER CINIA DEVELOPER

OF

CREEKSIDE ESTATES NOISIVIGEOR

DANIEL ₩, LADNER

ACNOB

LADNER

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

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