

The Garden District Subdivision

Protective Covenants

Purpose

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

Declaration

The developer hereby makes the following declarations as to limitations, restrictions, and uses to which the land and/or parcels thereof may be put hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding on all of the parties and all persons claiming any right, title, or interest in said land, and all persons claiming under them, to wit:

1. The Developer or his designee shall act as an Architectural Control Committee. It is the intent of the developer to allow architectural style, which is deemed compatible with that found in the Garden District of New Orleans, Louisiana and similar areas in Charleston, South Carolina; Savannah, Georgia; and Mobile, Alabama. No building or improvement of any type shall be erected, placed or altered on any lot until the building plans, specifications, and a plot plan showing the location of such building(s) have been approved in writing by the Architectural Control Committee. A copy of the plans, specifications, and plot plan shall be furnished to the committee; and one copy of each document will be retained by the committee. No construction shall begin until all necessary permits have been issued by the City of Picayune as required by law.
2. The Architectural Control Committee shall monitor all construction to see that all covenants, conditions and restrictions are followed and to insure that the architectural theme of the development is followed. However, the committee is not accountable or liable for the technical design or structural integrity of any component of any house or improvement, whether caused by defective design, materials or workmanship.
3. All construction shall be fully finished and of generally accepted building materials and constructed according to conventional methods of construction and must be completed within nine (9) months of the issuance date of a building permit by the City of Picayune.
4. All exterior materials, including but not limited to brick, siding, shingles, shutters, trim, and colors must be approved by the Architectural Control Committee.
5. Each lot shall be required to erect a front-yard fence to be constructed of wrought iron, wood pickets, or other materials as may be approved by the Architectural Control Committee. Side-yard and rear fencing is optional. For those lots whose front dimensions make fencing impractical, front lot corners should be marked with decorative markers which shall be approved by the Architectural Control Committee.
6. After construction of a dwelling, each homeowner is required to purchase and install a mailbox. All mailboxes are to be of a designated style, color, and material pre-selected by developer. This is to ensure continuity. All mailboxes shall be installed according to U.S. Postal regulations.
7. No temporary structures are permitted.
8. No structure shall be constructed or placed nearer than ten (10) feet from the front boundary line and ten (10) from the rear boundary line. Side yard set backs must total ten (10) feet. This restriction shall not apply to driveways, mailboxes, or fences.
9. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and sightly appearance within the Garden District Subdivision. Developer 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 of their lot 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 their lot until paid.
10. 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 tree removal. Approval for the removal of trees located within the proposed building site will be granted unless such removal will substantially decrease the beauty of the property. No trees shall be painted or white-washed.
11. 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. Garbage containers must be kept in accordance with the rules of the association. Garbage containers should not be visible except on garbage collection days.

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12. Only the following signs may be displayed to the public view during the construction or sale period of a dwelling:
 - owners' sign
 - realtor's for sale sign
 - general contractor's sign
 - lender's sign
13. All contractors must keep lots free from trash and debris and must maintain a portable out-door toilet on the lot during the construction period. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant.
14. 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 six (6) months from the date of occurrence.
15. Automobiles may park in garages or driveways on the lot or in specified areas of the commons. No buses, heavy-duty trucks, recreational vehicles, or unlicensed vehicles shall be permitted. Garage doors must be closed except when entering or exiting garage.
16. No clotheslines shall be permitted.
17. Developer reserves unto itself, its successors, and assigns all easements reserved on the recorded plat for the purpose of installation and maintenance of utilities and for drainage.
18. No large animals, livestock, goats, swine, poultry, or snakes 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.
19. PROPERTY OWNERS ASSOCIATION

Membership: By acceptance of the deed to property located with in The Garden District, the lot owner becomes a member of The Garden District Property Owners' Association.

Ownership: The Garden District Property Owners' Association shall jointly own all common grounds of the development and shall be responsible for the development maintenance, and supervision of the common areas. The association will be responsible for all taxes and fees assessed by any and all governmental bodies.

Purpose: The purpose of The Garden District Property Owners' Association shall be to enforce these protective covenants and to maintain the common areas as identified in the subdivision plat. Developer shall not be responsible for the enforcement of the protective covenants.

Annual Meeting: The first annual meeting of The Garden District Property Owners' Association shall be held on a date and at a time and place set by the Developer. Future annual meeting date, time, and locations shall be determined at that time. For purposes of carrying on business of the property owners' association, the owner or owners of each lot shall have one (1) vote per lot. One-third present of all lot owners shall constitute a quorum. A simple majority of fifty-one percent (51%) of those present shall be sufficient to pass on any matters of business before the association.

Special Meetings: A majority of the lot owners may call a special meeting of the property owners' association at any time by filing with the secretary of the association a written request for such a meeting stating what business is to be addressed at the meeting. A written notice stating what business will be discussed at the special meeting must be sent to all lot owners of record by certified mail, return receipt requested, at least 15 days prior to the date of a meeting. For purposes of carrying on business of the property owners' association, the owner or owners of each lot shall have one (1) vote per lot. Two-thirds (2/3) present of all lot owners shall constitute a quorum. A two-thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the association.

Fees and Assessments: A maintenance fee will be assessed, to be paid quarterly in advance. This fee is for the purpose of maintaining clean, attractive common areas and insuring that they be kept in good repair. The fee will be for the maintenance of landscaping, streets, street lights, fences, gates, and any other items which may be owned by the property owners, as well as a reasonable fee to the developer for overseeing maintenance. After fifteen lots have been sold, the overseeing of maintenance may be handled by the property owners association. The annual fee shall not exceed \$300.00 per year per lot through calendar year ending December 31, 2003, and thereafter the amount of the annual assessment shall be set by the property owners' association. Developer will be responsible for paying annual fees for any lots that remain unsold after December 31, 2007.

20. 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 and instrument signed by not less than 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.
21. Invalidation of any covenant by judgment or court order shall in no way affect the validity of other restrictions which shall remain in full force and effect.

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