



## **TIERRA LAGO, PICAYUNE MS** **PROTECTIVE COVENANTS**

1. Lots shall be used for residential purposes only.
2. All residences constructed on any parcel of the above described property shall be fully finished dwellings of general acceptance building material and constructed according to conventional methods of construction, using conventional materials, and completed within six (6) months from the date construction is commenced.
3. All residences must have a minimum of 2000 square feet of heated and cooled floor area, exclusive of basements, porches, and garages.
4. No mobile homes shall be located on the above described property at any time.
5. No travel trailer, basement, tent, shack, garage, barn or other out-building shall be used as a residence. Any separate structure such as equipment sheds, animal shelters, barns, green houses, out buildings or storage buildings must be placed to the rear of the dwelling.
6. Commercial or industrial use of any part of this property is prohibited.
7. No structure shall be constructed or placed nearer than fifty feet from front boundary line or twenty-five feet from the side and rear boundary lines. This restriction shall not apply to driveways or mailboxes.
8. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.
9. The dumping, storing, or accumulation of trash, debris, junk or junk cars on this property is prohibited. Junkyard is defined as two (2) or more inoperative vehicles.
10. No chicken, swine, or goats shall be permitted on this property. A reasonable number of pets may be kept on each parcel, provided they are not allowed to become a nuisance or hazard to other property owners.
11. No noxious, immoral, illegal or offensive activity shall be carried on upon any lot nor shall anything be done hereon which may be or become an annoyance or nuisance to the public.
12. No parcel may be divided. Only one living unit shall be allowed on each tract.
13. Each lot shall be kept in a clean and sightly condition.
14. Developer, or its assigns, shall have the right, but not the obligation, to clean up debris, trash, junk, cut grass or take any other action as it deems necessary to enforce these covenants. If developer, or its assigns, is required to take such action and incurs expenses therefore, developer shall be entitled



Copy Provided by Michelle Fradella, Broker - Pinnacle Real Estate Services, LLC

to impress a lien on the owner's land in the office of the Chancery clerk and file suit in the appropriate court, to recover all damages incurred.

15. Developer reserves unto itself, its successors and assigns an easement or right of way over a 10 foot strip inside the side, rear and street boundary lines of all lots for the purpose of installation and maintenance of utilities. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of developer to supply such services.
16. Fires must be enclosed, contained and carefully supervised.
17. All lots shall have rights and use of the entire lake for fishing or boating. No gasoline power boats or "jet skis" will be allowed on the lake. Lake can be used by lot owners and guests only, but guest must be accompanied by lot owner.
18. Piers may be constructed on waterfront lots as long as they do not extend over 10 feet into the lake.
19. These covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any part or parcel of the herein above described land, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date of this instrument and shall be automatically renewed for successive ten (10) year periods thereafter unless modified, amended or terminated by a 77 2/3 percent majority vote of the lot owners.
20. The developer will form a non-profit owners association for the sole purpose of providing funds necessary for the maintenance of all roads throughout property and entrance gates, plus dam and lake. An initial fee of \$50.00 per year shall be assessed to provide funds for the above described maintenance and shall be due at closing and on the first day of July of each year thereafter. These dues shall be payable to the treasurer of the Property Owners Association to be elected in the future. In the interim, fees will be managed by the developer. The obligation and duty to pay association dues shall constitute a lien on each member's land and failure to pay dues shall entitle the association to impress a lien on the member's land and enforce same in the office of the Chancery Clerk of Pearl River County, MS.

***If you have any questions about these covenants, please contact  
Michelle Fradella at Pinnacle Real Estate Services – 601-569-0075 or [michelle@prchomes.com](mailto:michelle@prchomes.com)***