"PROPOSED COVENANTS"

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

Chancery Clerk's Office
Pearl River County, Mississippi
I certify the instrument
was filed and recorded
OCTOBER 23 2008 03:23:00PM
Book 0976 Page 606 Thru 615
Instrument 200814760 Page 1 of 10
Witness my hand and seal
David Earl Johnson

RESTRICTIONS, COVENANTS AND CONDITIONS FOR ANCHOR LAKE SUBDIVISION, UNIT I BY DECLARATION OF THE MAJORITY OF THE LOT OWNERS

KNOW ALL MEN BY THESE PRESENTS:

The owners of the lots located in Anchor Lake Subdivision, Unit I, as recorded in plat or map now on file in the land records of the Office of the Chancery Court of Pearl River County, Mississippi, do hereby impress each of the lots set out the plat of Anchor Lake Subdivision, Unit I, with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the subject premises, to-wit:

AUTHORITY TO IMPRESS COVENANTS, CONDITIONS AND RESTRICTIONS

1. That Article 9. of the Covenants, Conditions and Restrictions set out on the Plat of Anchor Lake Subdivision, Unit I, of record in the Office of the Chancery Clerk of Pearl River County, Mississippi, states as follows, to-wit:

> "TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of not to exceed eight years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of eight years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part."

TABULATION OF LOT OWNERS

1. Number of Lots in Anchor Lake Subdivision, Unit I: 135

Lot #1
ALPOA
PO Box 237
Carriere MS 39426

2. Number of Lot Owners in Anchor Lake Subdivision, Unit I, in favor of adopting these Restrictions, Covenants and Conditions: _____

3. Percentage of Lot Owners in favor of adoption: _____

4. The undersigned being a majority of the Lot Owners in Anchor Lake Subdivision, Unit I, under the authority hereinabove recited, have and do by this instrument impress each of the lots set out the plat of Anchor Lake Subdivision, Unit I, with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the subject premises, to-wit:

RECISSION OF PRIOR RESTRICTIONS, COVENANTS AND CONDITIONS

1. If this document is signed by a majority of the Lot Owners of Anchor Lake Subdivision, Unit I, as aforesaid, then, in that event, the restrictions, covenants and conditions applicable to Anchor Lake Subdivision, Unit I, dated April 6, 1973, as recorded on the face of the Plat of Anchor Lake Subdivision, Unit I, now of record in the Office of the Chancery Clerk of Pearl River County, Mississippi, are replaced in their entirety by these restrictions, covenants and conditions effective at midnight at _____.

RESTRICTIONS, COVENANTS AND CONDITIONS OF ANCHOR LAKE SUBDIVISION, UNIT 1

1. **LAND USE:** No lot shall be used for other than residential purposes (except as elsewhere herein provided), and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for

clearing the foundation site for construction; any additional cutting of trees shall be done only upon written approval of _____.

2. **DWELLING QUALITY, BUILDING TYPE, AND SIZE:** The main structure, exclusive of open porches and garages/carports shall be not less than 1200 square feet living area heated and cooled. Plans shall be subject to approval by the Anchor Lake Property Owner's Association ("ALPOA") and/or its designated building committee prior to commencing construction. All residences constructed on any lot shall be fully finished dwellings of generally accepted building materials and constructed according to conventional methods of construction, using conventional materials and must be completed within twelve (12) months from the date construction is commenced. All residences must comply with Pearl River County building codes and regulations. Temporary housing, mobile homes, modular houses (prefabricated), manufactured homes, FEMA trailers and/or FEMA/Katrina Cottages shall not be allowed. No travel trailer, camper, recreational vehicle, tent, shack, garage, or other out buildings or storage buildings shall be used as a residence and/or shall be allowed at any time. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the current Mississippi State Board of Health / Pearl River County, and PRC Utility Authority regulations and appropriate permits will be posted during construction.

No lot owner or holder of a contract on any lot shall commence construction of any improvement on said lot, including driveways or fences, unless lot owner

shall first have submitted in duplicate to the ALPOA building committee or its designated representative, and received approval of a plan showing:

A. The perimeter outline of the lot to scale;

B. The perimeter outline with measurements and height of all proposed improvements;

C. The distances of all proposed improvements to all lot lines;

D. Floor plans showing the dimensions of the finished floor area;

E. A drawing of the front elevation showing exterior materials, colors, roof design and slope, shutters, awnings, porches and other attachments.

If the ALPOA building committee, or its designated representative finds the plan to be (1) not in violation of the other provisions of these covenants or the plat, and (2) not so out of character and unharmonious with existing residences within the Anchor Lake area, in particular with residences on lots subject to these covenants, as to adversely affect property values or the aesthetic quality of the neighborhood, ALPOA may approve the plans. If the plan is rejected, the reason shall be given in writing. After correcting the objections, a plan may be resubmitted.

3. **BUILDING LOCATION:** No building shall be located on any lot nearer than twenty (20) feet to the front line, or nearer than ten (10) feet to the side line, nor nearer than ten (10) feet to the rear lot line. For the purpose of these covenants, eaves, open porches and steps shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No structure of a temporary

character, trailer, camper, travel trailer, recreational vehicle, mobile home, modular home, manufactured home, tent, shack, garage or other outbuilding shall be used as a residence at any time under any conditions.

4. **LOT AREA AND WIDTH:** No residential dwelling shall be erected or placed on any lot having a width of less than fifty (50) feet at the minimum building setback line nor shall any residential dwelling be erected or placed on any lot having an area of less than 20,000 square feet. Only one residential dwelling per lot is allowed. No lot can be re-subdivided without written permission from: (1) the ALPOA Board; and, (2) the Pearl River County Board of Supervisors and/or the Pearl River County Chancery Court.

5. **EASEMENTS:** ALPOA reserves for itself, successors and/or assigns all easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats or recorded on deeds.

6. **LOT MAINTENANCE:** Lot owners shall maintain all lots by periodic mowing of the grass to maintain a clean and sightly appearance free of debris, trash, or 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, boats, tractors, and other such vehicles and parts thereof, scrap building materials, scrap equipment, old washing machines, dryers, tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or

bedding, old tires, etc. Owners of vacant lots shall maintain their property in a reasonable, safe and clean condition, and shall prevent and/or remedy any condition to exist on said lot which poses a hazard or danger. In the event a lot owner fails to maintain his or her lot as described above, after written notification to the last known address, ALPOA reserves the right, to assess the lot owner an administrative penalty in an amount of not less than $25.00 per day per each violation until the lot owner eliminates and/or remedies each such violation. The lot owner shall pay such administrative penalty(ies) within ten (10) days of receipt of written statement rendered by ALPOA; and, that any unpaid amounts assessed as administrative penalties shall constitute a lien against subject lot. ALPOA may initiate suit in the appropriate court seeking any legal relief, equitable relief, declaratory relief, damages, fees, administrative penalties, costs, and any other charges assessed against the subject lot, including all the attorney fees in an amount of not less than $3,700.00, together with cost of collection incurred.

7. **NUISANCES:** No illegal, noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the occupants of any lot subject to these covenants. No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot (other than horses in place as of August 1, 2007). A reasonable number of common household pets, i.e. (dogs/cats/birds) may be kept on each parcel, provided they are not allowed to become a nuisance or hazard to other

property owners. Trash and garbage receptacles shall be covered at all times, except during collection or disposal, and maintained in a sanitary condition.

8. **DAMAGED AND/OR DERELICT STRUCTURES:** In the event a dwelling or appurtenant structure is damaged, destroyed by fire or act of nature, or abandoned for a period of twelve (12) months and not maintained in a reasonably safe condition so as to constitute a health hazard to the neighborhood, or deemed uninhabitable by county ordinance; then, in that event, the lot owner shall repair, replace, or completely remove the damaged, destroyed and/or abandoned dwelling or structure within twelve (12) months from the date of occurrence.

9. **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION:** Upon the execution of a sales contract, acceptance of a deed and/or otherwise being vested with title to any lot(s) located within the Anchor Lake Subdivision, Unit I, each lot owner shall become a member of the Anchor Lake Property Owner's Association, a corporate enterprise, Its successors or assigns. Such membership shall be conditioned upon observance of the rules and regulations established by ALPOA for the benefit and general welfare of its members and for the efficient operation thereof. Said membership shall also be conditioned upon the payment, when due, of such dues, fees, administrative penalties, and charges ALPOA shall find necessary.

10. **MAINTENANCE FEES:** Fees for maintenance of Anchor Lake Properties are mandatory and shall be used for, but not limited to, the boat launch, spillway,

pavilion, signs, buoys, markers, Dam, inspection of Dam, dredging of lake/canals as well as a legal fund to be used as necessary to enforce covenants. Fees shall be assessed and due by the end of February of each year. Maintenance fees shall be assessed per family, not per lot. Each person or other entity owning a lot subject to these covenants, or holding a contract to purchase one of the lots in which contract the purchaser has the right of possession during the contract period, shall have a right of easement, use and enjoyment of certain Common Areas and the facilities thereon and shall be obligated to pay assessments for their maintenance, repair and operation as set out hereinafter. Such person or entity is hereinafter referred to as "proprietor"

A. Membership of the Association shall be appurtenant to and may not be separated from proprietorship of any lot which is subject to assessment. No proprietor may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of such lot.

B. Proprietors shall be entitled to one vote for each lot owned or contracted for. When there is more than one proprietor for a lot, they shall determine among themselves how to cast their one vote.

C. Assessments shall be uniform and equal as to each lot owner subject to these covenants.

11. **USE OF PROPERTY:** No dwellings or accessory structures, erected or to be erected, shall be used directly for trade or business. Commercial or industrial use of any part of this property is prohibited.

12. **TERM:** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of not to exceed eight years from the date these Covenants are recorded. After which time said Covenants shall be automatically extended for successive periods of eight years unless an instrument in writing filed with the Chancery Clerk of Pearl River County containing the notarized signatures of the fee owners of a majority of the lots subject to these covenants and restrictions has been recorded agreeing to change such Covenants in whole or in part.

13. **ENFORCEMENT:** Anchor Lake Property Owner's Association, its successors and assigns and the owner of any lot subject to these restrictions shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants and conditions imposed or contained herein, except the payment of charges, administrative penalties, charges, dues and/or fees set forth in Articles 6., 9. and 10. above, which may be enforced only by ALPOA. Failure of any party to enforce any covenant or restriction at any particular time shall in no event be considered a waiver of the right of that party or any other party to do so thereafter. Enforcement shall be in a court of law. Costs and attorneys fees in amount not less than $3,700.00 shall be assessed against and paid by the lot owner against whom enforcement of these restrictions, covenants and restrictions is sought, including the collection of any charges, administrative penalties, charges, dues and/or fees ALPOA.

14. **SEVERABILITY:** Invalidation of any one of these restrictions, covenants and conditions by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Executed this the 23rd day of October, 2008.

ANCHOR LAKE SUBDIVISION, UNIT 1

BY: William F. Burns
William F. Burns, Vice President

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority in and for the said jurisdiction aforesaid, the within named, **Anchor Lake Subdivision (ALPOA),** by and through its authorized agent and Vice President, **William F. Burns,** who acknowledged to me that he, signed and executed the foregoing Restrictions, Covenants And Conditions for Anchor Lake Subdivision, Unit 1, on the day, in the year, and for the purposes therein contained, after being duly authorized to do so.

GIVEN under my hand and official seal of office, upon this, the 23rd day of October, A.D., 2008.

NOTARY PUBLIC

My commission expires:
1/16/2010

PREPARED BY:
Nathan S. Farmer, P.A.
120 Goodyear Blvd.
P.O. Box 1608
Picayune, MS 39466
PH: 601-749-8745
FAX: 601-749-7045

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