

RESTRICTIVE COVENANTS
FOR
DOGWOOD HILLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That **DOGWOOD HILLS GOLF COURSE, INC.** (hereafter sometimes called Declarant), a Mississippi Corporation, being the owner of **DOGWOOD HILLS SUBDIVISION**, located in Section 5, Township 6 South, Range 10 West, First Judicial District of Harrison County, Mississippi, and having platted said land into a subdivision as per plat recorded in Plat Book 41, Page 4, of the Plat Records in the office of the Chancery Clerk of Harrison County, Mississippi, does hereby impose on said land and the lots in the aforesaid Subdivision, the following Restrictive Covenants, it being understood that the land will be used for the purposes set forth only, and the present and future owners covenant and agree on follows:

1. **ALL LOTS** in said subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots herein designated as residential lots other than one residential building constructed for the purpose of housing not to exceed one family, nor to exceed three stories in height and including a garage or carport.
2. **DWELLING:** The enclosed or heated area of the main structure, exclusive of one-story open porches, and garages, shall not be less than 2,000 square feet. The ground or first floor elevation of a multi-story house shall contain not less than 1,100 square feet. The dwelling must be fully connected and ready for occupancy within twelve (12) months after construction is commenced.
3. **ARCHITECTURAL COMMITTEE:** All residences, garages, carports, outbuildings, swimming pools, fences and other structures incidental to the residential use of the said lot, shall conform in design, materials, styles, and quality of workmanship to the approval of Dogwood Hills. The Grantees shall furnish a set of plans and specifications for the said property, before any construction of any nature is began. Project must be approved by Dogwood Hills before the beginning of construction. If, however, disapproval is not given within five days after delivery of the said plans to Dogwood Hills, the delay may be taken as approval and construction may proceed immediately.
4. **BUILDING LOCATION:** No building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 12 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.
5. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 43,650 square feet. No lot may be divided into 2 or more lots, but this shall not prevent Declarant from combining any two or more lots, provided each resulting lot shall not contain less area than lots shown on the aforementioned subdivision plat.
6. **NUISANCES:** No noxious or offensive activity shall be carried on upon a lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No building may be put on any of the described lots other than one dwelling house and any additions made to the dwelling house will be attached to conform to the general design of the dwelling existing. A building without restriction as to size of construction shall be permitted on a lot in the subdivision, provided that such building is used as sales office for the purpose of selling lots or new houses in the subdivision, this use to continue so long as said building is used for the aforesaid purpose.

8. **CONCRETE BLOCK CONSTRUCTION:** Whenever buildings are erected on any lot or parcel and constructed completely or in part of concrete, concrete blocks, cinder block or other fabricated masonry block units, such blocks shall be veneered with brick, natural stone, stucco, or other material approved by Dogwood Hills, over the entire surface exposed above finished grade.

9. **SIGNS:** NO signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. **LIVESTOCK AND POULTRY:** No animals, livestock, poultry or other fowl of any kind may be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided there shall not be kept more than two such pets at only one dwelling.

11. **GARAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary conditions.

12. **SEWER AND DRAINAGE:** Individual on-site sewage disposal system shall be permitted on any lot, but such system must be constructed to conform to Harrison County Code specifications. Drainage flow shall not be obstructed nor be diverted from drainage swells, storm sewers and/or utility casements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants.

13. **FENCES:** Except for decorative fences not over 4 feet high, no fence of any kind shall be erected on any portion of the premises from the front lot line to the front sill line of the main building on any lot, and all such fences shall be chain link, redwood, or equivalent in quality.

14. **INOPERATIVE VEHICLES:** No inoperative vehicles or other vehicles shall be allowed to remain in street, yards or drives.

15. **BOATS, TRAILERS, ETC.** No boat, trailer, recreational vehicle, racing car, or other vehicle of conveyance besides a conventional private passenger vehicle may be kept on a regular basis on or adjacent to any front yard, side yard or driveway visible from the street. It is the intention of this restriction to keep such vehicles and conveyances in garage; or behind solid fences or otherwise out of view from other lots in the subdivision.

16. **TERM:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of lots has been recorded agreeing to change said Covenants in whole or in part.

17. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or to recover damages.

18. **SEVERABILITY:** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the signature of the corporation on this the 18 day of November, 1997

DOGWOOD HILLS GOLF COURSE, INC.

By: Marshall J. Williams
MARSHALL J. WILLIAMS SR., President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me the undersigned authority in and for the said county and state, on this 18 day of November 1997, within my jurisdiction, the within named MARSHALL J. WILLIAMS, SR., who acknowledged that he is President of Dogwood Hills Golf Course, in Mississippi corporation, and that for and on behalf of the corporation, and as its net and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature]
NOTARY PUBLIC

My Commission expires May 23, 2003