



In presence
 Gabrielle L. Martinez
 FOR SWAN LAKE ESTATES, LLC.
 P.O. Box 236
 Pass Christian, Ms. 39571
 228-832-8555

STATE OF MISSISSIPPI
 COUNTY OF HARRISON
 FIRST JUDICIAL DISTRICT

**PROTECTIVE COVENANTS FOR
 SWAN LAKE ESTATES SUBDIVISION
 PHASE II, UNIT I**

KNOW ALL MEN BY THESE PRESENTS:

That Swan Lake Estates, L.L.C. is a Mississippi Limited Liability Company, being the Owner in possession of SWAN LAKE ESTATES, PHASE II, UNIT I a subdivision situated in Section 22, township 6 South, Range 11 West, in the First Judicial District of the County of Harrison, State of Mississippi, according to the official Map or Plat thereof on file and of record in The Office of the chancery Clerk thereof, in plat Book 41 at Page 23 does hereby agree to apply, And does hereby impose the following Protective Covenants on all lots in the aforesaid Subdivision, said Covenants running with the land, as follows, to-wit:

1. The Restrictions and covenants contained herein shall apply to PHASE II, UNIT I
2. All lots in the aforesaid subdivision shall be known and no building shall be used for any purpose other than a residence. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached residential dwelling not to exceed three (3) stories in height and must include a carport or garage adequate for housing at least two automobiles and other out buildings incidental to residents in use of said lot except as provided in Clause 10.
3. The size of any dwelling, meaning the enclosed or heated area of the main structure exclusive of open porches, garages, carports, or storage areas shall not be less than 1900 square feet on non-water front lots and 2400 square feet on all lots that abut the lake or Little Biloxi River. The ground or first floor area of a multi-story house shall contain not less and 1200 square feet exclusive of open porches, garages, carports or storage areas.
4. All residences, garages, carports, outbuildings, fences and other structures incidental to the residential use of said lot shall conform in design, materials, styles and quality of workmanship, including the type of exterior wall surfaces and roofs to the approval of the architectural committee. All roofs must have a minimum roof pitch of 8/12. Two sets of plans and specifications for said property shall be submitted to the committee before any construction of any nature is begun, and of the two sets of plans, one must be approved by the said committee before beginning of construction and the other is to remain with the committee for reference. The approval is valid for a period of 12 months from the date it is granted. Construction must then begin within 12 months of approval and construction must be completed within (12) months after approval unless the time is extended by written approval of the architectural committee. If this approval is not given within 30 working days after delivery of the said plans to the said committee, the delay may be considered as approval and construction may proceed immediately. Said Architectural Committee shall be composed of 3 members appointed by Swan Lake Estates, L.L.C., its successors or assigns. The initial committee members, until replaced are Monte Luffey, Gary Intravia and Kelly McHugh. Swan Lake Estates, L.L.C., its successors and assigns has the right to remove any committee member and appoint a successor.
5. The use of vinyl siding is restricted to no more than twenty-five percent (25%) of the front or side elevations of the house. It is the intention of this covenant to limit the use of vinyl siding to gables, soffit and under porches.
6. The owner or builder, in building or causing to be built the original house on any lot shall not substantially duplicate the exterior elevation or design of any other house then existing or in the process of construction in said subdivision within five hundred (500) feet of said lot.
7. Each lot shall be a single dwelling site and not lot may be split to provide two or more building sites. In the event, however, any person shall purchase two or more adjacent lots and shall desire to construct a single dwelling on said adjoining lots as one building site, then the restrictions of these covenants shall apply to said lots as if that dwelling had been constructed on a single building lot. Lots between lots may be split between adjacent lot owners with the same effect.
8. No building shall be located nearer than 35 feet to the front line or nearer than 25 feet to any side street. No building shall be located nearer than 10 feet to an interior lot line nor nearer than 15 feet to the rear lot line.

9. All driveways and aprons and off street parking areas must be finished with a top layer of concrete. Gravel may only be used as the surface layer during the construction of a home, but not permitted after the home is completed. All driveways must have a culvert approved in size by the Harrison County Road Department. However, if the builder does not properly install the culvert, he will be notified by Swan Lake Estates, LLC and failure to correct the same within fifteen (15) days of notice will result in Swan Lake Estate, LLC correcting same and the assessment of this cost to the lot owner or builder.
10. No noxious or offensive activity shall be carried on upon a lot, nor anything be done thereon which shall be or may become an annoyance or nuisance to the neighborhood.
11. No junkyard may be established on the property and a junkyard is to be defined as an accumulation of one or more inoperative automotive vehicles, automobiles and/or trucks, nor shall there be any accumulation of scrap iron, junk or trash on the premises.
12. No structure of a temporary character (trailer, basement, tent, shack, garage, barn, or other out buildings) shall be used on any lot at any time as a residence whether 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 and conformed to the general design of the existing dwelling. Swan Lake Estates, L.L.C., may construct a building without restriction as to size or construction, provided that such building is used as a sales office by Swan Lake Estates, L.L.C., only for the purpose of selling lots or new houses in the subdivision, and this use to be continued only so long as said building is used for said purpose.
13. Whenever buildings are erected on any lot or parcel and constructed completely or in part of concrete, concrete blocks, or other masonry block units, such block shall be covered with brick, natural stone, stucco, or other exterior surface material approved by the architectural committee, over the entire surface exposed above finished grade.
14. The front yard of each lot shall be landscaped in an appropriate manner. The owner or builder shall have a period of six months after completion of the dwelling to landscape and grass the front yard. Landscaping shall include, but not be limited, to shrubs and flowering plants.
15. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
16. No animals, birds, or fowl shall be kept or maintained on any part of the property except for dogs, cats, and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose.
17. No mobile homes or modular homes may be placed on any lot at any time except by the Developer to be used as a sales office as provided under Item 10.
18. No lots shall be used or maintained as a dumping ground for rubbish or trash, and garbage and other waste materials shall not be kept except in sanitary conditions. No accumulation, storage or burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement located upon any lot, for periods deemed reasonable by Swan Lake Estates, L.L.C.
19. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except immediately prior to and after scheduled garbage pick up times.
20. No, individual on-site sewage disposal systems shall be permitted on any lot. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers, and/or utility easements as designated herein, or as may hereafter appear on any plat or record in which reference is made to these covenants.
21. No owner shall install or cause to be installed any mailbox except as approved by the Swan Lake Estates, L.L.C. The Swan Lake Estates, L.L.C., reserves the right to require standardized mailboxes for all lots, which will be supplied by Swan Lake Estates, L.L.C., for the cost thereof. No owner shall install or cause to be installed any exterior lampposts or "street lighting" except as approved by Swan Lake Estates, L.L.C. The Swan Lake Estates, L.L.C., reserves the right to require standardized lighting by electrical or gas lit lamp posts, which will be supplied by Swan Lake Estates, L.L.C., for the cost thereof.

22. The Swan Lake Estates Architectural Committee will require that all piers on raised houses be faced with a material which is compatible with the building materials of the residence, and that lattice or other material be used to close/skirt in the open area between the piers.
23. All fences must be approved prior to construction by the Swan Lake Estates Architectural Committee for both placement and materials. No fence shall extend beyond the back corner of the house, it being the intention that only rear yards be fenced. Fences should not exceed six (6') feet in height. No barbed wire or other dangerous material can be used. No chain link is allowed on any residential lot.
24. All satellite dish antennae must be located in the rear yard screened from street view.
25. No boat, trailer, recreational vehicle, racing car or other vehicle of conveyance other than 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 in garages or behind solid fences or otherwise out of view from other lots in the subdivision.
26. Clotheslines or similar outdoor drying apparatus shall not be located on the subject property and are expressly prohibited.
27. Each owner of a lot in Swan Lake Estates Subdivision, Phase II, Unit I, shall be a member of Swan Lake Estates Homeowners Association, Inc., (hereinafter known as the "Association") and shall receive one Certificate of Membership in the Association per each lot owned. All common property within the subdivision shall be transferred to the Association.
28. No changes in the elevations or drainage of the land other than changes to meet government regulations, shall be made on the property without prior approval from Swan Lake Estates, L.L.C.
29. Should any property owner fail to properly maintain its property, ground and/or facilities, or in any manner allow its property to become detrimental to the aesthetic scheme of the subdivision, or violate these restrictions in any manner, then the Association, its agent, employees, and/or contractors shall have the right to enter upon the property in order to take such corrective actions as will alleviate the situation. In this instance:
 - A. Such an entry by the Association, its agent, employees, and/or contractors upon the property shall not be deemed to be a trespass.
 - B. Prior to entry upon the property, the Association shall give written notice to the property owner by certified mail, that failure of the owner to remedy the deficiencies complained of within five (5) days of receipt of demand may result in the Association's entry upon the property to remedy the situations complained of.
 - C. The Association shall assess the property owner for the full costs of such work performed for the owner's benefit. The Association shall have the right to continue taking such corrective actions from time to time until the property owner pays the assessment levied and arranged to accomplish the task of rectifying the situation. The cost of the corrective work shall be a lien upon the property as provided in clauses 29 and 32 of these covenants.
30. The lake located within the subdivision is for the exclusive use of the lot owners and their guests. No boats in excess of 12 feet in length shall be allowed on the lake. No inboard motor boats shall be allowed and no gasoline outboard motors, in excess of three and one-half horsepower shall be allowed on said lake. Jet Skis are prohibited.
31. The owner of each lot in Swan Lake Estates Subdivision, Phase II Unit I, shall annually pay an assessment for the purpose of creating a fund to be known as "Swan Lake Estates Subdivision Maintenance Fund". The amount of the annual charge is hereby fixed at \$50.00 per year, per lot. The assessment shall be due in January of each year. The amount of the assessment may be changed from time to time by the Association. The maintenance fund may be used for any purpose in the sole discretion of the Association which shall be for the benefit of the aforementioned lot owners, which purposes among others, may include but not be limited to the upkeep of the entrance ways, public right - of - ways, insect control and employment of watchmen.
32. Each lot owner whether or not it shall be so expressed in his deed is deemed to covenant and agrees to pay to the Association annual assessments on a per lot basis as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable fees, shall also be the obligation of the owner of such lot at the time the assessments fall due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless it is expressly assumed, but the passing of title shall not affect the validity of the lien upon the lot.

- 33. The Owner/Declarant Swan Lake Estates, L.L.C., shall continue to maintain the common areas at it's expense and shall not be obligated to contribute to the Swan Lake Estates Subdivision maintenance Fund until the Association assumes responsibility for maintaining the common areas.
- 34. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage on the property. Provided however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall only extinguish the lien created by assessments prior to such sale or transfer, and no such sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due or from the lien thereof. Upon obtaining title to the property the first mortgage holder an all subsequent Grantee's shall be bound by these covenants and assessments.
- 35. 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 25 years from the date and time these covenants are filed for recording, after which said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the then owners of lots has been filed for recording agreeing to change said covenants in whole or in part, provided however, these covenants may be amended at any time with the written consent of at least 51% of the owners in Phase II, Unit I. For the purpose of amending or extending these covenants, owners of multiple lots shall be granted one vote per lot.
- 36. Enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate any covenants, either to restrain the violation thereof or to recover damages therefor. The owner in violation shall pay all attorney fees and cost of court.
- 37. Invalidation of any one of these covenants by a Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

In witness whereof, the owner has caused this instrument to be duly executed by the authorized officers for and in behalf of Swan lake Estates, L.L. C., on this the 21st day of September, A.D., 1998.

Swan Lake Estates, L.L.C.

By: [Signature]
Authorized Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, on this 21st day of September, A.D., 1998, within said jurisdiction, the within named Monte s. Luffey, who acknowledged to me is the authorized member of Swan Lake Estates, L.L.C., a Mississippi Limited Liability company, and that for and on behalf of the said company, as its official act and deed, he executed the above and foregoing instrument in writing, after first having been duly authorized by said company so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:
NOTARY PUBLIC, STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: June 16, 2000.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

SEAL

