

COVENANTS

BIENVILLE PLACE OWNERS ASSOCIATION, INC

A COVENANT CONTROLLED COMMUNITY

ARTICLE I DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as Security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property first hereinabove described.

Section 3. "Lot" shall mean and refer to any one of the several parcels into which the Properties shall be divided on the plat of the Properties referred to above.

Section 4. "Declarant" shall mean and refer to not only L & S Partnership (Phases I, II, and III) or Bienville Place Phase IV, Inc. (Phase IV) but also to its successors or assigns (whether immediate or remote) as successor developer of all or a substantial portion of the Lots in the undeveloped state, but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "Developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, and "Undeveloped Lot" is any Lot which is not a developed lot.

Section 5. "Owner's Association" shall mean and refer to an association to be composed of Lot owners having as its purpose the health, safety, and common good welfare of the residents of the subdivision; provided, however, that (a) L & S Partnership (Phases I, II, and III) or Bienville Place Phase IV, Inc. (Phase IV), or its successor (represented by a designated officer or employee) shall be an ex officio member of any such association, (b) the owner of each lot within the subdivision shall be a member of the association, (c) each dwelling unit within the subdivision shall be entitled to no more than one membership in the association and no more than one vote on any matter coming before the association for consideration, and (d) on all matters coming before the association for consideration and/or action, the will of a majority of the members shall constitute the action of the association. The association shall have control and responsibility for purposes of maintenance and upkeep of the common areas, entry fence, sign and any land or property contained within the boundaries of the subdivision (as shown by the official map of plat thereof) which does not constitute a lot or property appurtenant thereto and which is not part of

the streets, easements and rights-of-way dedicated to the City of Ocean Springs. Each owner of each of the Lots of this subdivision shall have a like interest in all of the common areas of this subdivision. Which said interest shall transfer automatically with title to each such lot.

Section 6. "Architectural Review Board" shall mean and refer to a committee of three individuals designated as hereafter provided, vested with the power to control the buildings, structures and other improvements placed on each Lot, which power is expressly reserved by Declarant, for the purpose of further ensuring the development of the Properties as an area of high standards.

The Declarant shall designate annually, three persons to serve as members of the Architectural Review Board, each of whom shall serve for a term of one year from the date of such designation, and until their successors shall be designated. After all Lots in Bienville Place Subdivision (Phases I, II, and III) and Bienville Place Subdivision, Phase IV (Phase IV), have been sold by Declarant, all privileges, powers, rights, and authority of the Declarant shall be exercised by and be vested in the owners of a majority of the Lots in said subdivision.

Such Board shall have the power to control the buildings, structures and improvements placed on each Lot, as well as to make such exceptions to these covenants, conditions and restrictions as such Board shall deem necessary and proper. Any exceptions so made shall be made in writing and shall take effect only from the date the same are recorded in the office of the Chancery Clerk of Jackson County, Mississippi.

ARTICLE II USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two (2) stories in height, a private garage for no more than three (3) cars and bona fide servants' quarters which latter structures shall not exceed the main dwelling in height and which structures may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises. No room(s) in the dwelling and no space in any other structure shall be leased or rented and said structures in their entirety shall be used as a single residence of one family or person. No carports will be allowed without prior written approval by the Architectural Review Board.

Section 2. Approval of Plans. Whether or not provision therefore is specifically stated in any conveyance of a Lot made by the Declarant, the owner or occupant of each and every Lot, by acceptance of

title thereto, or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefore and plot plan have been approved in writing by the Architectural Review Board as hereinafter provided. Each such building, wall or structure shall be placed on the premises only in accordance with the plans, specifications and plot plan so approved. Refusal of approval of plans and specifications may be based on any ground or grounds, including purely aesthetic grounds, non-conformity with these covenants or the location of buildings with respect to topography and finished ground elevations, which in the sole discretion of the Architectural Review Board shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no Architectural Review Board exists or if the Board shall fail to approve or disapprove any plans, specifications and plot plan within seven working days after the same have been submitted, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained. One complete set of plans and specifications shall be furnished to the Architectural Review Board when applying for approval, which shall be retained by the Board for its record, and such plans and specifications shall include the following information:

- A. Nature, kind and shape of structure.
- B. Floor plan.
- C. Type of materials of which structure is to be constructed.
- D. Finishes and colors of all exterior surfaces, including roof coverings.
- E. Exact location on Lot.
- F. Front, side and rear elevations.
- G. Location of drives and parking areas.
- H. Finished main floor level elevation and street level elevation.

Section 3. Minimum Square Footage within Improvements. The heated & cooled living area of the main residential structure (exclusive of porches, garages and servants quarters) shall be not less than two thousand (2,000) square feet. Two exceptions to this minimum square footage are **(Phase II and III)**:

A. Lots 25, 26, 32 & 33 may be five percent (5%) less than stated above. **(Phase II)** Lots 101, 102, 103, 104, 105, 106, 107, 108 and 109 may be five percent less than the 2,000 sq. ft. requirement above. **(Phase III)**

B. Lots 27, 28, 29, 30, & 31 may be ten percent (10%) less than stated. **(Phase II)**

The Architectural Review Board, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances, which in its sole judgment such deviation would result in a more common beneficial use. Such approvals must be granted in writing, and when given will become part of

these restrictions to the extent of the particular Lot involved.

Section 4. Building Location. No main building or any extension thereof (excluding air conditioning compressors) shall be erected on any lot in the subdivision nearer than twenty-five feet (25') from the front lot line, or nearer than twenty feet (20') from any side street lot line, or nearer than ten feet (10') from an interior side lot line, or nearer than twenty-five (25') from the rear lot line, or (in the case of waterfront lots) nearer than fifty feet (50') from the water's edge. The eaves of buildings located within the setback lines provided in this paragraph may extend across the setback lines, but shall not extend across any lot lines. Accessory buildings, when detached from the Main building on said lot; and as hereinafter noted, such accessory buildings) shall not be located nearer than ten feet (10') from the rear side lot line. In the case of bayou front lots, an accessory building, other than a boat house, shall not be located nearer than thirty-five (35') from the water's edge. Boathouses on the bayou may be built up to the property line where such line is contiguous with such water frontage. On corner lots, any accessory building must be erected on the side of the lot opposite the street line.

Section 5. Composite Building Site. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one single-family residential building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Review Board.

Section 6. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easement.

Section 7. Prohibition of Trade and Offensive Activities. No activity, whether for profit or not, shall be carried on any lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 8. Use of Temporary Structures. No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Buildings used for accessory or storage purposes shall be limited to approval of the Architectural Review Board.

Section 9. Storage of Automobiles, Boats, Trailers and other Vehicles. No boat trailer, boat, travel trailer, inoperative automobile, camper, or vehicle of any

kind shall be semi-permanently or permanently stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or within an approved storage facility.

Section 10. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any oil wells, oil tanks, oil tunnels, mineral excavation, or shaft be permitted upon or in any lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 11. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) animals are kept.

Section 12. Sidewalks. Before the dwelling unit is completed and occupied, the Lot Owner shall construct a concrete sidewalk four (4') feet in width parallel to the street curb two (2') feet back from the boundary lines between the Lot and the street right-of-way and/or street curbs in the case of corner Lots. Owners of corner Lots shall install a sidewalk both parallel to the front Lot line and parallel to the side street Lot line. Such sidewalks should comply with all Federal, State, County, and Municipal regulations respecting construction and/or specifications, if any. All such sidewalks shall have a maximum slope or grade of two (2") inches for every four (4') feet of width.

Section 13. Walls, Fences and Hedges.

No wall, fence or hedge shall be erected or maintained nearer to the front Lot line than the rear building line on such Lot, nor on corner Lot nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. Metal fences will not be permitted on any lot. **(Phase I, II, III)**

On any lot that is on the lake, no fence shall be erected or maintained nearer than thirty (30) feet from the normal lake water line. Said fence may only extend toward the lake a maximum of thirty (30) feet from the rear building line, and must extend straight back from the rear building line within the perpendicular projections from the sides of the house. Exceptions to the above requirement for a thirty (30) foot setback from the normal lake water line are for Lots 66, 71, and 72, which a maximum of twenty (20) feet may extend toward the lake from the rear building line, and must extend straight back from the rear building line within the perpendicular projections from the sides of the house. Any fence on the lake lots will not exceed four (4) feet in height. **(Phase I, II, III)**

No wall or fence shall be erected or maintained nearer to the front Lot line than front sill line of the residence. No wall or fence shall be more than six (6) feet in height. No chain link fences will be permitted on any lot. **(Phase IV)**

Section 14. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2') and six (6') feet above the surface of the streets within the triangular area formed by the curb line to curb line at points twenty-five (25') feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner Lots.

Section 15. Lot Maintenance. The Owner or occupants of all Lots shall, at all times, keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash, or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited.

Section 16. Visual Screening of Lots. The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, wood piles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

Section 17. Signs, Advertisements and Billboards. No signs, advertisements, billboards or advertising structures of any kind shall be placed, maintained or displayed to the public view on any Lot, except one sign for each building site, of not more than five (5') square feet, advertising the property for sale or rent. Declarant, or its assigns, may maintain upon the property owner by it in the Bienville Place Subdivision, **Phase I, II, III, or IV (Phase I, II, III, or IV)** such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and Declarant may use, and permit such builders who are at the relevant time building and selling houses in the Bienville Place Subdivision **Phase I, II, III, or IV (Phase I, II, III, or IV)**, to use residential structures, garages or other permitted accessory buildings for sale offices and display purposes but all rights of Declarant and of any builder acting with Declarant's permission under this sentence shall be operative and in effect only during the construction and initial sales period within the area composed of the Bienville Place Subdivision **Phase I, II, III, or IV (Phase I, II, III, or IV)** **Phase I, II, III, or IV (Phase I, II, III, or IV)**, and subsequent sections of Bienville

Place Subdivision.

Section 18. Roofing Material and Pitch. The roofs of all buildings (including any garage or servants' quarters) shall be constructed or covered with either asphalt, fiberglass or composition shingles. No white roofing material shall be permitted on any building. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Review Board upon written request. Roofs of all buildings shall have a minimum roofing pitch of 7 on 12.

Section 19. Antennas and Satellite Dishes.

(Phase I, II, III) No exterior television or radio antennae of any kind, including satellite dishes, shall be constructed or erected on any lot or residence, except that satellite dishes with a diameter of one meter or less, wireless cable antennae with a diameter of one meter or less, or television antennae designed to receive local television signals may be installed upon any lot or residence with written approval from the Architectural Review Board, subject to reasonable restrictions as to location, color, screening etc. that may be imposed by the Architectural Review Board.

(Phase IV) No antennas or satellite dishes will be allowed without the written approval of the Architectural Review Board.

Section 20. Driveways. Driveways will be constructed of concrete material. Any other type of driveway material must be approved by the Architectural Review Board upon written request.

Section 21. Piers and Boat Houses. No building, boathouse, fence or obstruction of any nature shall be erected or maintained nearer than thirty (30') feet from the normal lake water line. Piers shall not extend more than four (4') feet into the lake nor be constructed higher than one (1') foot above the spillway elevation of the dam. All such piers shall have plans submitted to the Architectural Review Board as are all other structures for approval. **(Phases I, II and III)**

Section 22. Boats and Motors. Boats longer than twelve (12') feet will not be permitted for use on the lake. Only electric motors will be allowed on the lake. No type of fuel ignited engines will be permitted. **(Phases I, II and III)**

Section 23. (Section 21 for Phase IV) Duplication of Exterior Elevations. In building or causing to be built a residential structure on any lot in the subdivision, the owner and/or builder shall avoid to every extent reasonably possible the substantial duplication of the exterior elevation or design of any other existing residential structure within five hundred (500') feet of the Lot.

Section 24. (Section 22 for Phase IV) Swimming Pools. No swimming pool shall be erected, placed, altered or allowed to remain on any Lot in the subdivision until the plans and specifications, inclusive

of any fence for the same, along with a plot plan showing its location shall have been approved by the Architectural Review Board. Pools of the type intended, or able to be installed above ground, are strictly forbidden and shall not be placed on any lot in the subdivision. Swimming pools must be constructed, equipped and screened/fenced in accordance with the requirements, standards and recommendations of the subdivision and it shall be the responsibility of the lot owner to so comply.

Section 25. (Section 23 for Phase IV) Maintenance of Dam and Common Landscaped Areas. It shall be the responsibility of the Owners Association to maintain the dam and all common areas. This responsibility shall include payment to the proper authorities for water, electricity and labor.

Section 26. Maintenance of Lake. It shall be the responsibility jointly of all property owners whose property in whole or in part presently constitutes Lake l'berville to maintain such property on a lake front foot cost basis in such a manner so as to ensure that all water surface drains, either natural or manmade are free flowing, unobstructed and properly functioning. **(Phases I, II and III)**

Section 27. (Section 24 for Phase IV) Tree Removal. Tree removal will be regulated under the provisions of any applicable ordinance, rule or regulation of any governmental body having jurisdiction over the subdivision.

Section 28. (Section 25 for Phase IV) Wetlands. Improvements made below the contour line five (5') feet above mean high tide level or within any low elevation area regulated as "wetlands" shall be subject to approval prior to construction or installation by such governmental regulatory body or agency as shall have jurisdiction and/or control thereof; and such improvements shall be limited to walkways across lowland, piers, small roofed structures for recreational use only, grills, boat slips and boat storage facilities for a small boat; and no such improvements shall be permitted which are out of proportion or which tend to unreasonably obstruct the view of the water from other waterfront lots. Any structure to be installed or constructed below the five (5') foot contour shall meet the approval of the Architectural Review Board as provided for other structures within the subdivision.

**ARTICLE III
GENERAL PROVISIONS**

Section 1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for period of twenty- five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to

change said covenants in whole or in part.

Section 2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 3. Severability. Invalidation of any one 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.

Covenants - Phase I - 16 June 1988

Covenants - Phase II - 21 May 1993

Covenants - Phase III - 16 Aug 1994

Covenants - Phase IV - 17 Dec 1997