

**Declaration of Covenants, Conditions and Restrictions for  
Water's Edge Development  
Of Warren County, MS  
At Eagle Lake**

This Declaration is made on this, the 14th day of June, A.D., 2000, by Sidney Malone, owner of Water's Edge Development (hereinafter called the "Declarant"):

**WITNESSETH:**

**WHEREAS**, Declarant is the sole owner of certain real property situated in Warren County, Mississippi, described as Water's Edge Development being properties of Declarant lying between Eagle Lake Shore Road and Eagle Lake; and

**WHEREAS**, Declarant desires to create and develop thereon a residential community, for the benefit of the community, (hereinafter referred to as the "Property");

**NOW, THEREFORE**, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the platted easements and the following restrictions, covenants and conditions which shall run with the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. **RESIDENTIAL USE:** All lots in Water's Edge Development shall be known, used and described as residential single family lots, with only one dwelling per lot. The Declarant may maintain and use one or more lots or dwellings for promotional or for display purposes, such as a "model home" or "sales office".
2. **MINIMUM SQUARE FOOTAGE:**
  - A> **WATER'S EDGE PART 1 (Lots 1-17):** No single story dwelling shall be permitted on said property having a ground floor area of the main structure less than 1800 square feet, heated and cooled, exclusive of porches, garages, carports, terraces, breezeways, steps or other appurtenances  
  
WATER'S EDGE PART 2 (Lots 18-90): No single story dwelling shall be permitted on said property having a ground floor area of the main structure less than 1400 square feet, heated and cooled, exclusive of porches, garages, carports, terraces, breezeways, steps or other appurtenances
  - B> No residence constructed on any lots shall consist of more than two (2) stories.
3. **LOT SIZE:** Lot lines and dimensions of lots may vary in the development, provided, however, that all lots must consist of a width on the waterfront of no less than 100 lineal feet.
4. **SETBACKS:** No home or building shall be located on said property nearer than thirty (30) feet from the lot line on Eagle Lake Shore Road, or nearer than eight (8) feet to the side lot lines, of nearer than ninety feet (90') from the water's edge. For the purpose of these covenants, all porches, garages, eaves and outbuildings of every nature and description shall be considered as a part of the building and subject to setback and side lot line restrictions herein contained. All plans and specifications, including placement on lot, will be submitted to Sidney Malone for approval or rejection.
5. **ANTENNAS:** No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and

enclosed within a dwelling located upon a particular parcel, and with further exception of satellite dishes no larger than eighteen inches (18") attached directly to a dwelling. Without limiting the generality hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as large "satellite dishes" and any short wave or other transmitting devices, including but not limited to antennas and serial towers.

6. **SCREENED AREAS:** Each property shall provide a screened area to serve as a service yard in an area in which garbage receptacles, fuel tanks or other similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.
7. **FENCES:** No fences shall be erected in the development without the prior written consent and approval of Sidney Malone.
8. **PETS:** No animals, livestock, or poultry of any kind shall be raised, bred, staked or pastured on any lot, except dogs, cats, birds, or any other household pets. In no event shall any animal be kept for breeding or other commercial purposes on any lot.
9. **NUISANCES:** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants nor animals nor devices nor things other than household pets, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the development or the owners thereof. No trash, ashes or other refuse may be thrown or dumped on any of said lots.
10. **SIGNS:** Except as may be utilized by Declarant in the sale and development of Declarant's properties, and except as may be required by legal proceedings, no signs or advertising of any kind shall be maintained or permitted within the windows, on the exterior of any windows, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the expressed written permission of Sidney Malone. If any such sign or advertising device is approved, it shall not exceed one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) square feet in area.
11. **MAINTENANCE OF PROPERTY:** Weeds, grass and vegetation on each of said lots sold shall be kept mowed and landscaping maintained at regular intervals so as to maintain the same in a neat and attractive manner.
12. **BOUNDARIES:** No wall, fence, hedge, shrub, tree, flower or other planting be placed, or afterward grow as to encroach upon the adjoining property. Such encroachment shall be promptly removed upon the request of the owners of adjoining property. Should any encroachment be upon a right of way or easement, it shall be removed promptly upon request of Sidney Malone, his successors or assigns, and such encroachment is wholly at the risk of the owner.
13. **EXCAVATIONS:** No excavations, except such as are necessary for the construction of improvements for swimming pools or for lake front retaining walls shall be permitted, nor shall any well or hole be dug on said lots, without the written consent of Sidney Malone, his successors and assigns.
14. **UTILITIES:** Sidney Malone, his successors and assigns, exclusively reserve the necessary easements and rights of way for himself, his successors and assigns, over, under and across the aforesaid property for the purpose of constructing, maintaining, repairing, locating and relocating the system or systems of electrical, power, telegraph, cable television or telephone line or lines, gas, water, drainage, sewers or any other utility that Sidney Malone, his successors and/or assigns, deems proper in his discretion to install across said lots. The location of said easements shall be



inside an area within the first thirty (30) feet of said property measured from Eagle Lake Shore Road.

15. **VEHICLE REGULATIONS:** The property owner shall provide space for parking vehicles off the street prior to the beginning of construction of any building on said lot. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner. Old jalopy type automobiles shall not be parked on any street or driveway for a period of longer than twenty-four (24) hours. No vehicle shall be torn down for the purpose of repairing, rebuilding or tinkering thereon. No trucks in excess of one and one-half (1 1/2) ton capacity can be parked in any driveway or front yard in the development. A garage adhering to the "Other Buildings and Structures" clause may be constructed by the owner to provide a parking place for trucks over one and one-half ton capacity. Boats and trailers may be parked and stored upon said premises, however the same shall be kept in the garage or in an area located behind the dwelling which shall be screened from view of the public or private road to which the dwelling fronts. No vehicles may be parked on the right of way of Eagle Lake Shore Road.
16. **OTHER BUILDINGS AND STRUCTURES:** In connection with each single family dwelling, a detached garage may be constructed, and, in addition, one other permanent detached out building may be constructed and placed upon the parcel, but all such detached buildings shall be architecturally compatible with the dwelling and none shall be closer than eight (8) feet to the nearest property line of the parcel nor closer than thirty (30) feet to the public road. Any unenclosed garage or carport must be adequately screened from street view. No mobile home shall be placed on any lot or any other area at any time, either temporarily or permanently. No asbestos siding nor concrete block construction shall be permitted for any structures built on said lot. All residences and out buildings must be of brick or high quality siding construction. In addition, no tent, trailer, barn, greenhouse, storage rooms, pool houses or any similar outbuilding or structure shall be placed on any lot or on any other area at any time, whether temporarily or permanently, without prior written approval of Sidney Malone.
17. **TEMPORARY STRUCTURES:** No structure of a temporary character and no mobile home shall be placed upon said property at any time, provided however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these later temporary shelters may not, at anytime be used as a residence or permitted to remain on the lot after completion of construction.
18. **TRASH AND GARBAGE:** No burning of any trash and no accumulation or storage of litter, lumber, scrap metal, refuse, bulk materials, waste, new or used building materials, except during construction, or trash of any other kind shall be permitted on any lot. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerators shall be kept or maintained upon any lot. Garbage, trash, and other refuse shall be placed in covered containers.
19. **LEASING:** A part or portion of a lot or dwelling "as distinguished from the entire lot or dwelling" shall not be leased for any period. Any owner of any lot or dwelling who shall lease such a lot or dwelling, shall promptly, following execution of any such lease, forward a confirmed copy of the lease to the Declarant. All such leases shall be in writing. Any such lease shall contain a provision to the effect to the rights of the tenants use and occupy the premises which are the subject matter of the lease shall be subject and subordinate in all respects to the provision of this Declaration. Any such lease shall further provide that any failure by the tenant to comply with any or the same shall be default under the lease.
20. **RECONSTRUCTION AFTER FIRE OR CASUALTY LOSS:** In the event any dwelling is partially or completely destroyed by fire or other casualty, and in the absence of a resolution to the contrary by the Declarant, the owner of such dwelling shall promptly clear the lot and restore or reconstruct such dwelling at his own expense, in accordance with the original plans and

specifications or in accordance with such amended plans and specifications as may be approved in writing by Sidney Malone at the request of such owner.

21. **DOCKS, PIERS OR SHORELINE IMPROVEMENTS:**

A> An owner of a lot abutting Eagle Lake may erect one dock or pier extending into the water course after first receiving the approval of plans and specifications therefore by Sidney Malone. Any dock or pier so erected must be maintained in sound condition.

B> The property owner covenants and agrees to, within a reasonable time not to exceed 120 days from date of purchase, construct a retaining wall, bulkhead or other similar structure for the purpose of stabilizing the lake bank, and to properly and reasonably maintain such structure. Sidney Malone may, at his option, extend such time for construction, but such extension must be in writing. The plans and specifications for this improvement must be approved in writing by Sidney Malone prior to construction and must be maintained in sound condition after its completion. Broken concrete shall not be used for shoreline improvements appurtenant to said lake lot.

22. **VARIANCES:** The Declarant, its specific successors and assigns, reserve the right to make minor changes or alterations in these Restrictions and Covenants and to waive minor violations of the same including, but not limited to set back requirements, lot width and building size.

23. **ENFORCEMENT:** If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions, or covenants herein contained, then in such event Declarant or any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings whether at law or at equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture of title because of any such violation or attempted violation of any of said conditions, restrictions, or covenants. The owner or claimant of any of said lots who shall violate or attempt to violate any of the conditions, restrictions or covenants herein contained shall be liable for all attorney fees and costs of court incurred in the bringing of said action.

24. **SEVERABILITY:** If one or more of the covenants or restrictions herein contained shall be held by a court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other conditions, restrictions, and covenants herein contained.

25. **TERM:** These Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all parties owning and/or claiming under of them by purchase, inheritance, or otherwise, for a period of twenty-five (25) years from the date which they are executed, and upon expiration of said twenty-five (25) year period, the Covenants shall automatically be extended for an additional successive term of twenty-five (25) years.

**WATER'S EDGE DEVELOPMENT**

By:   
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Sidney Malone, Owner