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PREPARED by
Schwartz, Orgler & Jordan, PLLC.
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Return to :c/o
Schwartz, Orgler & Jordan, PLLC.
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Gulfport, MS. 39503
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Declaration of Covenants Conditions and Restrictions

for

Riverfront Addition City of Pascagoula

dated

October 11, 2022

executed by

Elliott Land Developments, LLC
1402 Pass Road
Gulfport, MS 39501
(228) 257-9914

Indexing:

Units / Lots 6-14, Phase B "Replat of Lot 1, Block D, Riverfront Addition City of Pascagoula"
Jackson County, MS

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE "REPLAT OF LOT 1, BLOCK D, RIVERFRONT ADDITION CITY OF
PASCAGOULA", PHASE "1-B"**

THIS DECLARATION is made this the 14th day of October, 2022, by Elliott Land Developments, LLC a Mississippi Limited Liability companies, for itself, its successors, grantees, and assigns, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Jackson County, Mississippi, which is more particularly described as follows, to-wit:

UNITS

Lots 6-14, Phase 1-B "Replat of Lot 1, Block D, Riverfront Addition City of Pascagoula" Jackson County, Mississippi, according to a plat thereof recorded in Plat Book 25 at page 1 of the Land Deed Records of Jackson County, Mississippi.

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

ARTICLE 1
DEFINITIONS

- Section 1: **"Declarant"** shall mean and refer to Elliott Land Developments, LLC which is the Owner of Phase 1-B at the Courtyards at City Dock.
- Section 2: **"Declaration"** means these Restrictive Covenants for Phase 1-B on the Courtyards at City Dock.
- Section 3: **"Lot"** shall mean and refer to Lots 6-14, Phase 1-B "Replat of Lot 1, Block D, Riverfront Addition City of Pascagoula" as recorded in the public records of Jackson County.
- Section 4: **"Member"** shall mean and refer to the record owner of a residential lot within the Courtyards at City Dock, Phase 1-B.
- Section 5: **"Owner"** shall mean and refer to the record owner of a fee simple title of any lot in Courtyards at City Dock.

ARTICLE 2
PUBLIC USE

- Section 1: **Public Use Standards.** The City of Pascagoula may inspect private infrastructure and require repairs necessary to ensure that the same are

maintained to acceptable standards for use by emergency and service vehicles. Access to the private entrances or parking must be granted at all times for emergency vehicles, utility personnel, the U.S. Postal Service and governmental employees in pursuant of their official duties. All Subdivision water and sewer improvements and services shall be constructed to City of Pascagoula standards as defined in the current subdivision regulations.

ARTICLE 3
PROPERTY RIGHTS

Section 1: **Ownership Interests.** Each Owner shall own his/her/ Lot in fee simple.

Section 2: **Easements.** The following easements are hereby created (in addition to any easements affecting the property and recorded in the Public Records of the County):

- A. **Encroachments and Support.** Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs as designated or constructed on the Property. An easement for said encroachments and for the maintenance of same shall continue in force and effect, so long as they stand and/or continue to exist. In the event that any Building which is part of the Property is partially or totally destroyed and then rebuilt, the Owners of the Lots thereby affected agree that minor encroachments on parts of the Lots or Common Area which shall result from such construction shall be permitted and that a valid easement for such encroachments and the maintenance thereof shall exist.
- B. **Utilities, Etc.** There is hereby granted a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to, water, sewer, telephone communication systems and electricity. Notwithstanding anything to the contrary contained in this subsection, no sewer lines, electrical lines, television antennas, cable communication systems, water lines, or other utility equipment or appliances may be installed or relocated on the Property except as initially designed, designated and approved by the Declarant.
- C. **Drainage.** Easements are reserved in favor of the Declarant, employees, contractors and assigns under, through and over the Property as may be required from time to time for drainage facilities in order to serve the Property, the respective Lots and/or Lot Owners. An Owner shall do nothing within or outside his or her Lot that interferes with or impairs, or may interfere with or impair, the provisions of such drainage facilities or the use of these easements
- D. **Temporary Construction Easement.** There is hereby granted to the Declarant, its successors, or assigns, such temporary easements which are reasonable and necessary for construction and/or improvements within the Property. Such easements shall commence upon the beginning of any such renovation and/or construction and shall endure until such construction is completed. Such easements shall allow for ingress and egress and temporary storage of construction material, equipment, vehicles, and personnel, over and across all roadways, driveways, parking

areas, lawns, sidewalks, and other Common Area: provided that such rights shall not interfere unreasonably with the use and enjoyment of any Lot.

- E. **General.** The easements provided for in ARTICLE 3 shall in no way affect any other recorded easement on the Property.

ARTICLE 4 HOMEOWNER MAINTENANCE

Section 1: **Owner's Obligations.** Each Owner, shall maintain, repair, and replace at his own expense, all portions of his Lot and the improvements thereon, including all fixtures, equipment, appliances and all plumbing, heating, air conditioning and electrical systems. Furthermore, each Owner agrees, and covenants as follows:

- A. Not to make any addition or alteration to his Lot or to do any act that would impair, the structural soundness, safety, or overall design scheme of any part of the Property or that would impair any easement or right of an Owner without the prior written consent of the Owners affected thereby.

Section 2: **Utilities.** Utilities shall be supplied to the Lots through one or more meters. Each Owner shall be required to pay all charges for utilities consumed in such Owner's Lot.

Section 3: **Party Walls and Similar Structures.**

- A. **General Rules of Law to Apply.** Each wall, fence, driveway, or similar structure built as a part of the original construction on the Lot which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- B. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.
- C. **Damage and Destruction.** If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.
- D. **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

ARTICLE 5
USES, CONSTRUCTION AND RESTRICTIONS

- Section 1: **Residential Purposes.** Each Lot shall be used exclusively for single-family dwelling purposes not to exceed three stories with attached garage and no structure shall be erected on any Lot other than one single-family residence. No garage shall be used as living quarters. Short term rentals are allowed.
- Section 2: **Construction.** All construction of any single-family home or Lot shall be in strict accordance with architectural plans supplied by Declarant. All construction related decisions will be made by Declarant.
- Section 3: **Approval of All Plans and Specifications.** To ensure the development of the Property as a residential community of the highest quality in which all improvements are harmonious in architectural design and aesthetic appearance, the Declarant has the exclusive power and discretion to control and approve all improvements placed on any lot owned by an owner.
- Section 4: **Temporary, Movable Structures.** Other than temporary construction sheds and sanitary toilet facilities used during construction of a residence and other buildings permitted on any Lot, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. No structure other than a single-family dwelling shall be used as a residence at any time under any conditions.
- Section 5: **Exterior Maintenance.** The Owner of any Lot shall maintain their premises in a manner satisfactory to the local city ordinances. to the Board of Directors, the Association, following an affirmative vote of the Board of Directors, shall have the right, through its agents and employees, to enter in and upon such Lot and to repair, maintain, and restore the appurtenant portion of the exterior of the building in which the said Lot is located. The cost of such exterior maintenance shall be assessed to the Lot and Lot Owner pursuant to ARTICLE 8, Section 6.

ARTICLE 6
GENERAL COVENANTS/RESTRICTIONS

- Section 1: **Nuisances.** No illegal, noxious or offensive activities shall be carried on upon any lot; nor shall anything be done thereof which is or may become a nuisance or annoyance to the occupants of any Lot subject to these covenants.
- Section 2: **Trash.** Burning of trash, rubbish, garbage, leaves or other materials in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Lot, or Roadway. Oversized items shall be placed in bags to enable pick up by the City of Pascagoula. However, no items are to remain longer than 7 days at which time the owner must

dispose of the items.

- Section 3: **Antennas.** No excessive radio or television aerial or antenna shall be installed.
- Section 4: **Signs.** No signs of any kind shall be displayed to the public view on any Lot. However, nothing herein shall be construed to restrict in any manner a member from (1) placing one sign not more than 18" x 24" in size advertising the Property for sale or rent and (2) placing election campaign signs pursuant to the Association election campaign sign policy.
- Section 5: **Parking; Storage; Repairs.** Non-operational vehicles are prohibited. Recreational vehicles (including, but not limited to boats, boat trailers, travel trailers, camp trailers, motor homes, cargo trailers) or any similar vehicle shall not be kept on any part of the property unless in a specific designated parking area. No repairing or overhauling of any vehicle is allowed on any part of the property. All vehicles have to be parked on driveways or in the garages, or in the communal parking.
- Section 6: **Business/Commercial vehicles.** Truck(s) 3/4-ton or larger, cargo van(s), cargo trailer(s), heavy equipment, shall not be allowed on the property.
- Section 7: **Condition of Lots.** Each owner shall maintain in good condition his entire Lot at all times, including keeping the grass and growth neatly trimmed and edged. No trash, garbage, rubbish debris, refuse, or unsightly object shall be allowed to be placed, accumulated, or suffered to remain anywhere on the Lot.
- Section 8: **Animals.** All pets must be kept for the pleasure and use of the Owner, and not for commercial purposes, and must not be permitted to run free. Owners shall abide by the City leash laws. No other animals, livestock or poultry of any kind shall be kept on any Lot. All owners are responsible for cleaning up after their pets.
- Section 9: **Pools.** No swimming pools, either inground or above ground shall be permitted.
- Section 10: **Sewage/ Pollutants.** The use of privies, septic tanks, and cesspools for the disposal of sewage is prohibited. No activities shall be permitted which discharge or threaten to discharge pollutants into adjacent lands and/or waters or noxious odors into the air.
- Section 11: **Weapons.** No guns, firearms, or weapons of any kind (including, but not limited to, BB guns, pellet guns, slingshots, and bows and arrows) shall be discharged anywhere within the property.
- Section 12: **Rental Properties.** Members who lease/rent out their dwellings are responsible for ensuring that their tenants and or guests are aware and abide

by the restrictive covenants and rules.

ARTICLE 7
INSURANCE AND CASUALTY LOSSES

Section 1: **Owners Insurance.** By virtue of taking title to a Lot, each Owner agrees to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible.

Each Owner further agrees that in the event of damage to or destruction of structures on the Lots, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition. The Owner shall pay any costs which are not covered by insurance proceeds.

ARTICLE 8
MISCELLANEOUS

Section 1: **Term.** The terms and provisions of these Declarations shall run with the title to the Property and any part thereof and shall bind all persons in interest, lot owners and their heirs, legal representatives, successors and assigns until January 2032, at which time this Declaration shall be automatically extended for successive periods of 10 years.

Section 2: **Invalidity of Part.** The invalidation of any one of the terms and provisions of this Declaration shall in no wise affect any other provisions, which provisions shall remain in full force and effect.

Section 3: **Headings.** The headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions, interpretation, or construction.

Section 4: **Enforcement.** Any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

- A. In the case of a Lot owner who has leased his Lot and the tenant is in violation of any of the use restrictions or any other rules or regulations, the owner may be held responsible for the action of the tenant.
- B. If it becomes necessary to hire an attorney to enforce the provisions of this Declaration, the successful party shall be entitled to an award of all costs including attorney's fees.

Section 5: **Severability.** The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, paragraph, clause, phrase or

word, or other provision of this Declaration, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect..

Section 6: **Governing Law.** Should any dispute or litigation arise between any of the parties whose lights or duties are affected or determined by this Declaration, said dispute or litigation shall be governed by the laws of the State of Mississippi.

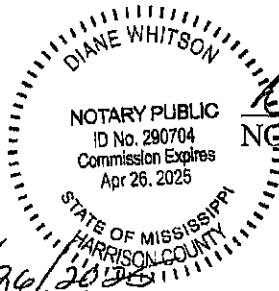
WITNESS ITS SIGNATURE on this the 14th day of October, 2022.

ELLIOTT LAND DEVELOPMENTS, LLC.

BY: _____

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, on this 14 day of OCTOBER 20 22, the within named JOSH FLEMING, as REPRESENTATIVE of Elliott Land Developments, LLC, a Mississippi LLC, who signed, executed and delivered for and on behalf of said LLC, and as its own act and deed, the above and foregoing instrument of writing on the date first above written, he having been first duly authorized so to do.



Diane Whitson
NOTARY PUBLIC

My Commission Expires 04/26/2025

EXHIBIT "A"

Unit Six (6), Unit Seven (7), Unit Eight (8), Unit Nine (9), Unit Ten (10), Unit Eleven (11), Unit Twelve (12), Unit Thirteen (13), Unit Fourteen (14), Replat of Lot 1, Block D, Riverfront Addition, Phase 1B, City of Pascagoula, Jackson County, Mississippi.