

RESTRICTIONS

BOOK # 3 PAGE 93

SP-12

11. 2/11/11  
H. D. Boy III  
Bobby Boy III

1. These restrictions pertain and apply to, and include, all lots in Belle Isle Subdivision. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from the date that 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.

2. Not more than one residence shall be built on one lot as shown upon the map hereon, nor shall any building be located nearer than five (5') feet to any adjoining property line. No lot shall be re-numbered, nor lose its identity. No lot shall be re-subdivided for private sale or otherwise. No building of any type shall be constructed nearer than fifteen (15') feet to the street R.O.W. line. No building, with the exception of a boat house, shall be located nearer than fifteen (15') feet to the rear line or bank of the waterway.

3. Sewage disposal shall be effected by septic tank or other means in accordance with recommendations and/or regulations of local, State and Federal Agencies and upon completion shall meet with the approval of the Hancock County Health officer. No sewage effluent is to be allowed to empty directly into drainage ditches or waterways. All well over-flow water must be piped solid to bayou, river or ditch. No garbage, trash or refuse of any kind is to be dumped into the waterways. Driveways and walkways leading from the street to the property shall be constructed in such a manner so as not to obstruct drainage and shall meet with the approval of the Board of Supervisors of Hancock County, Mississippi.

4. No dwelling shall be permitted on any lot at a cost of less than \$40,000.00 based upon cost levels prevailing on the date these covenants are recorded. No corrugated metal roofing or building material of sheet aluminum or sheet iron of any material, commonly referred to as "tin" shall be permitted to be used in the construction of the main dwelling. Supplies and building materials shall not be stored or piled in the open on owner's lot for a period exceeding two (2) months prior to their use. The haphazard piling or storing of materials such as: lumber, sheet metal, piling, scrap metal, scrap metal or other unsightly materials is expressly prohibited.

5. Boat landings, piers, wharfs, docks, etc shall not project more than four (4') feet beyond proper bank into waterways. No boathouses shall be constructed on waterways. Boathouses may be constructed on slips leading into the waterways providing that the bank of such slip shall not encroach within five (5') feet of adjacent property lines, and that the structure shall not project beyond the proper bank of the waterway. Boathouses shall not be constructed of corrugated metal. Whenever boat slips are dug, dirt from excavations shall be leveled to conform contour of land and shall not obstruct natural drainage.

*BELLE ISLE*

6. No double cottages, duplexes or apartment houses shall be erected, but the structures or residences shall be confined to single family dwellings not to exceed two stories in height, together with the usual and appropriate out-buildings and garages. All out-buildings except garages, although they may be constructed of a different material, shall follow the same general exterior design as the principal building or residence.
7. No featheredge, plain board, chicken wire or barbed wire fence may be erected.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, camper-motor home, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.
9. Neither the purchaser, nor his successors or assigns shall ever use or permit to be used, any land, or houses, to be erected on said property heretohove described either directly or indirectly, for trade or business or any purpose other than that of a private residence.
10. Easement and servitudes for installation and maintenance of utilities in front of property are reserved for access at all times to comply with local utility company specifications.
11. No boathouse or boat docked in a boathouse or in Belle Isle Bayou, shall be used as a residence either temporarily or permanently.
12. There shall be no raising of poultry or livestock in Belle Isle Subdivision.
13. No unusable junk vehicles shall be permitted to remain on premises over thirty (30) days.
14. All lots with homes shall be kept free of weeds, bushes, and trash at all times, and the homes shall be kept in good repair.
15. All driveways that cross ditches must have approved culverts, cement or metal, at least twelve (12") inches in diameter.
16. There will be no discharging of firearms in Subdivision of any kind.
17. Speed limits in Belle Isle Subdivision are restricted to 15 M.P.H.
18. Boats in Belle Isle Bayou shall move at a speed to create no wake and will be enforced.
19. Free flowing artesian wells shall be prohibited.
20. Should any of these restrictions be violated or should any attempt be made to violate the covenants and restrictions contained herein, any and all persons owning any property in a tract or subdivision in which the heretohove described property is located, are hereby granted the right and privilege to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the said covenants or restrictions. Imposition of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

STATE OF MISSISSIPPI,  
COUNTY OF HANCOCK

I, E. MICHAEL NEGAISE, Clerk of the County Court of said County, certify that the within instrument was filed for record in my office on this 15 day of October, 1985, at 1110 o'clock A. M., and duly recorded in Deed Record Book No. AA93, Page No. 93-94, 1985, at April, 1985.

WITNESS my hand and seal of Office, this 16 day of

April, 1985.

E. MICHAEL NEGAISE, COUNTY CLERK

By: Shelia Daniels, D. C.

ANNEXED DECLARATION OF BUILDING AND OWNERSHIP  
RESTRICTIONS OF THE ORIGINAL WHITE ISLE SUBDIVISION,  
HANCOCK COUNTY, MISSISSIPPI

HEREBY, the Building and Ownership Restrictions of the original White Isle Subdivision are of file and on record in the Land Records in the Office of the Chancery Clerk of Hancock County, Mississippi; and

hereby, said Building and Ownership Restrictions provide as follows:

The 2 acre tract app to the title the land and shall be divided in all parties and all persons claiming under the top of parcel of ten acres. Be it the date that those records of records shall be attached for same estate, portions of ten acres, and the instrument signed by a recorded, estate to also a said document in whole or in part.

and

WHEREBY, an amended restriction of Building and Ownership Restrictions of the original White Isle Subdivision, Hancock County, Mississippi, the original of which is attached hereto, including the structures of a majority of the current owners of the lot; has been approved and signed by a majority of the current owners of the lot; all approved to show said easements in whole or in part as described in said document to structure;

THE ORIGINAL, the original recorded restriction of Building and Ownership Restrictions of the original White Isle Subdivision, Hancock County, Mississippi, to have been preserved to the Chancery Clerk of Hancock County, Mississippi, for filing and to be subject and approved by and to be in accordance with all provisions hereof and be subject to be null, void and of no effect;

AMENDED DECLARATION OF BUILDING AND OWNERSHIP RESTRICTIONS  
OF THE ORIGINAL BELLE ISLE SUBDIVISION, HANCOCK COUNTY, MISSISSIPPI

BOOK 23, PAGE 649

THIS DECLARATION, signed by a majority of the current owners of the lots located within Belle Isle Subdivision, Hancock County, Mississippi, agreeing to change the Building and Ownership Restrictions of the above referenced subdivision, and any and all amendments thereto,

\*\*\* WITNESSETH \*\*\*

Declarants are a majority of the current owners of the lots within that certain HEREAS, property located in Hancock County, Mississippi, and described as Belle Isle Subdivision, which map or plat is recorded in the Office of the Chancery Clerk of Hancock County, Mississippi, said property being particularly described on said map and AGREEMENTS, it is the desire and intention of Declarants to impose mutual and beneficial RESTRICTIONS, provisions, conditions, easements, covenants and agreements upon the above described real properties under a general plan of improvement for the benefit of all of the said lands and the current and future owners of said lands; NOW, THEREFORE, It is hereby declared that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following restrictions, provisions, conditions, easements, covenants and agreements, all of which are declared to be in furtherance of a plan for the purpose of enhancing and protecting property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

\*\*\* I \*\*\* All of the restrictions, provisions, conditions, easements, covenants and agreements set forth herein shall affect each and all of the above described lots delineated on said map, shall run with the land and shall exist and be binding upon all parties and all persons claiming under them for a period of ten (10) years from the date of recodation herof, unless sooner annulled, amended or modified pursuant to the provisions hereunder. If not annulled, amended or modified, then at the end of ten years, those provisions, restrictions, conditions, easements, covenants and agreements shall automatically be extended for successive periods of ten (10) years.

\*\*\* II \*\*\* All of said restrictions, provisions, conditions, easements, covenants and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot shown on said map and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all other lots shown on said map to create reciprocal rights between the respective owners of all the lots shown on said map to create a privity of contract and estate between the grantors of said lots, their heirs, successors and assigns; and shall as to the owner of each lot in said subdivision, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in said subdivision and their respective owners.

\*\*\* III \*\*\* All lots, tracts and parcels of the subdivision shall be used only as herein set forth. All lots of the subdivision shall be used only for single family residence, except those lots whose use is specifically indicated for purposes other than single family as set forth herein. No owner of any lot, his heirs or assigns shall ever use or permit to be used, any house or houses located in the subdivision, for any commercial activity. Not more than one residence may be built on any one lot on the above referenced subdivision, nor shall any building be located nearer than five (5) feet to any adjoining property line. No lot shall be renumbered, nor lose its identity. No lot shall be subdivided for private sale or otherwise. No building of any type shall be constructed nearer than fifteen (15) feet to the street right of way line. No building, with the exception of a boat house, shall be located nearer than fifteen (15) feet to the rear line or bank of the bayou.

EXCEPTIONS: Lot Numbered SB, 1B, 1C, 1D, 1E, 6E, 12B, 15B, and 16 shall be excluded from the above restrictions in this paragraph but buildings shall be located not less than three (3) feet from the adjoining property lines and street and shall be located not less than ten (10) feet from each end of the property line and water frontage.

**DONKEYS STAGE 6:0**

**EXCEPTIONS:** Lot Numbered H3 and H4 are deemed to Belle Isle Property Owners Improvement Association, Inc. and are specifically designated for limited use by the property owners with provisions which exclude residential and/or commercial activities.

**\*\*\* IV \*\*\*** Easements and servitudes for the installation and maintenance of utilities on the front property line of each lot are reserved for access at all times to comply with local utility company specifications.

**\*\*\* V \*\*\*** Sewage disposal shall be effected by septic tank, or other means, in accordance with recommendations and/or regulations of local, state or federal agencies, and upon completion shall meet with the approval of the Hancock County Board of Health and/or other authorized agencies. No untreated sewage effluent is to be allowed to empty directly or indirectly into drainage ditch or water ways. All wall overflow water must be piped or solid to bayou or ditch. No sewage, trash or refuse of any kind is to be dumped into the bayou, bays, bays and all ways leading from the street to the property shall be constructed in such manner so as not to obstruct drainage and shall cast with the approval of the Board of Supervisors of Hancock County, Mississippi, and/or other authorized agencies.

**\*\*\* VI \*\*\*** No dwelling house shall be permitted on any lot at a value of less than thirty five thousand and 00/100 Dollars (\$35,000.00) based upon the property value levels prevailing as of the date these restrictions are filed. For subsequent years, the inflation or deflation of the value shall be based upon the cumulative effect of U.S. Government C.P.I. annual figures. No corrugated metal roofing or building material or sheet aluminum or sheet iron of any material commonly referred to as "tin" shall be permitted to be used in the construction of the main dwelling house except for the roof. Building material and supplies of any kind shall not be stored or piled in the open on any lot for an excessive period of time prior to their use. The hoisting, piling or storing of materials, including, but not limited to, lumber, sheet metal, piling, scrap metal or other such materials, is expressly prohibited. All decks and structures shall be maintained in reasonable and good repair.

**\*\*\* VII \*\*\*** No double cottages, duplexes or apartment houses shall be erected, but the structures or residences shall be confined to single family dwellings not to exceed two stories in height (if on pilings from the top of the piling) together with the usual and appropriate cut-buildings and garages. All cut-buildings, except garages, although they may be constructed of a different material, shall follow the same general exterior design as the principal building or residence.

**\*\*\* VIII \*\*\*** No structure of a temporary character, trailer, basement, tent, shack, garage, porch, motor home, bus, camper, trailer, barn or any other out-building shall be used on any lot at any time as a residence with temporarily or permanently except as specifically provided herein. At no time shall a house trailer be permitted to be parked on any lot or road in the subdivision.

**EXCEPTION:** A small camper trailer motor home shall be permitted to be stored on a lot with or adjacent to ten campers, trailers, provided that it and the surrounding area are maintained in a clean and wholesome condition, and as provided hereinabove shall not be used either temporarily or permanently as a residence.

**EXCEPTION:** Temporary parking and limited use of a small camper trailer or motor home owned by visitors to the homeowners residence shall be permitted, provided that it is parked on a lot with or adjacent to the owners residence for a limited period of time not to exceed fourteen (14) days duration.

**EXCEPTION:** The Board of Directors of The Belle Isle Property Owners Improvement Association, Inc. may grant permission for temporary buildings or structures for the storage of materials during construction by persons doing such work.

**\*\*\* IX \*\*\*** No target shooting, hunting, indiscriminate or illegal discharge or use of firearms shall be permitted. No firearms may be discharged in the subdivision. The entire original Belle Isle Subdivision is a chartered and registered Hancock County Bird and Game Sanctuary.

\*\*\* X \*\*\* All construction related to bulkheads, piers, boat ramps, slips, docks, boathouses, etc. shall comply with and be permitted by the Joint Application and Notification Process to the U.S. Corps of Engineers, Mississippi Bureau of Harbor Resources, and Mississippi Bureau of Pollution Control. Notwithstanding the above, boat landings, piers, wharves, docks, etc., shall not project more than six (6) feet beyond proper bank into waterways. Boathouses shall not encroach within five (5) feet of adjacent property lines, with the exception of the lots hereinafore mentioned and governed by Article III. Whenever boat slips are dug, dirt from excavations shall be leveled to conform with contour of land and shall not obstruct finished construction, and no temporary or make shift type boat docks shall be erected, placed or maintained on said premises; nor shall any unfinished boat docks be used or permitted to remain in such condition. All boat docks and piers shall be kept in a clean, slightly and wholesome condition.

\*\*\* XI \*\*\* No vessel or boat shall be anchored in any of the canals or waters within the development so that the same shall in anywise interfere with navigation. Boat owners shall be responsible for removing any sunken boat or vessel within thirty (30) days of the sinking, provided however, if the sunken vessel interferes with navigation the sunken vessel shall be removed by the owner within seven (7) days of the sinking. No substantial repairs, construction or reconstruction of boats beyond those normally and customarily personally performed by the owners of pleasure boats generally shall be carried on or performed on any boat dock or lot. No boat or vessel anchored, docked or parked in the development shall be used at any time as a permanent or temporary residence.

\*\*\* XII \*\*\* No chicken wire or barbed wire fence may be erected. Any fencing material installed on or around lots or structures shall be maintained in good condition.

\*\*\* XIII \*\*\* Each improved lot, at all times, shall be kept in a clean, slightly and wholesome condition. No trash, litter, junk, boxes, cantainers, bottles, cans, unusable vehicles, lumber or other building materials shall be permitted to remain exposed on any lot except as otherwise provided herein.

\*\*\* XIV \*\*\* No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will, or might disturb the peace, quiet, comfort or serenity of the occupants of the neighborhood. No signs, billboards, or advertising structures of any kind shall be allowed on any of the lots, with the exception that for sale, for rent and temporary political signs shall be permitted.

\*\*\* XV \*\*\* All provisions, restrictions, conditions, easements, covenants, and agreements herein shall be binding on all of the lots in the subdivision and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date the Belle Isle Property Owners Improvement Association, Inc., its successors or assigns or other lot owners, shall have notified in writing the owner or resident in possession of the lot upon which or as to which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall warrant the Belle Isle Property Owners Improvement Association, Inc., its successors or assigns, or other lot owner, to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief. The plaintiff may seek relief in such action from the court to recover reasonable expenses in prosecuting such suit, including attorney's fees.

\*\*\* XVI \*\*\* Each owner, purchaser and grantee of any of the properties included within this Declaration, shall subject title to such property to each and all provisions, restrictions, conditions, covenants, easements, covenants and agreements herein contained, and all provisions, the jurisdiction, rights and power of the Belle Isle Property Owners Improvement Association, Inc., and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, consent and agree to and with the Belle Isle Property Owners Improvement Association, Inc., and to and with subsequent owners of each of said lots within the subdivision to keep, observe, comply with and perform said provisions, restrictions, conditions, easements, covenants and agreements and each thereof.

\*\*\* XVII \*\*\* No delay or omission on the part of the Belle Isle Property Owners Improvement Association, Inc., or its successors or assigns in interest of the owner or owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, restrictions, conditions, easements, covenants, and agreements herein contained shall be construed as a waiver thereof, or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whosoever against Belle Isle Property Owners Improvement Association, Inc., its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, restrictions, conditions, easements, covenants and agreements which may be unenforceable.

\*\*\* XVIII \*\*\* In the event that any one or more of the provisions, restrictions, conditions, easements, covenants and agreements, herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, restrictions, conditions, easements, covenants and agreements herein set forth shall continue unimpaired and in full force.

\*\*\* XIX \*\*\* The various rights and remedies of Belle Isle Property Owners Improvement Association, Inc., and the covenants of lots as heretofore set out are and shall be cumulative. All of them may be used, relied upon, resorted to and enforced without in any way affecting the ability of Belle Isle Property Owners Improvement Association Inc., or the said property owners to use, rely upon, resort to or enforce the others, or any of them.

\*\*\* XX \*\*\* Any and all of the provisions of these restrictions, conditions, easements, covenants, and agreements may be amended or modified at any time by the consent of the owner or owners of record of a majority of the lots of Belle Isle Subdivision, with each lot having one vote.

NAME: JAMES H. MCGUIRE  
ADDRESS: 3621 1/2 Street  
City: Memphis, Tenn.  
Date: Dec 17, 1937

BOOK PAGE 712

I, JAMES H. MCGUIRE, do hereby certify that the above lots in the  
parish of Shelby County, Mississippi, have been sold to the  
highest bidder at public sale by the sheriff of said parish, and  
that the proceeds of said sale have been paid to the sheriff of  
said parish, and that the same have been deposited in the  
treasury of the State of Mississippi, and that the same  
are available for the redemption of said lots, and that the  
said lots are now in the hands of the State of Mississippi.

State of Mississippi

County of Shelby

James H. McGuire

Notary Public

Witness my hand

at this my office

NOTARY PUBLIC

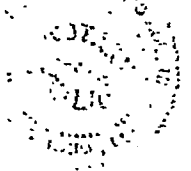
State of Mississippi

County of Shelby

For and in testimony whereof, I have hereunto set my hand and the seal of my office, at this my office, this 17th day of December, 1937.

Witness my hand and the seal of my office on this 17th day of December, 1937.

James H. McGuire  
Notary Public  
State of Mississippi



STATE OF MISSISSIPPI  
COUNTY OF MISSISSIPPI

I, EUGENIE MCGUIRE, Clerk of the County Court of said County, certify that a within instrument was filed for record in my office on this the 17th day of December, 1937, at 11:30 A.M., and duly recorded in Book Page No. 712 of Volume 18 of the records of said County, to which reference is hereby made.

E. MICHAEL MCGUIRE, County Clerk  
By Michael McGuire