

Protective Covenants for Falls Crossing

BOOK 3170 PAGE 904 DOC 14 TY W
INST # 751509 MADISON COUNTY MS.
This instrument was filed for
record 2/06/15 at 11:49:50 AM
RONNY LOTT, C.C. BY: CWH D.C.

The undersigned, SSR Development LLC (Developer), being the owners of all certain land and property lying and being situated in Madison County, Mississippi, consisting of **Lots 77 through 112 Phase 3**, a subdivision according to a map and plat on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat F at Slide 14B thereof, and being desirous of imposing certain protection for itself and all future owners and purchasers of residential lots lying within FALLS CROSSING, for a period of twenty-five (25) years from the date of this instrument the following protective covenants shall apply to each and every one of the above lots, to-wit:

1. All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above grade, plus basement, if applicable. No mobile homes or manufactured homes shall be allowed on any lot in said subdivision.
- 2A. The term "residential purposes" shall generally be defined as single-family homes, and shall exclude all commercial and professional uses, and among other things, garage apartments, apartment houses, duplexes, boarding and/or rooming houses and multi-family residences, profit or nonprofit nursing homes, hospitals, and other similar private or charitable enterprises and any such usages of this property are hereby expressly prohibited.
- 2B. All dwellings and residences constructed and/or located on the property subject to these Protective Covenants shall be for owner occupancy, except as specifically permitted herein. Further, except as specifically permitted herein, the lease or rental of a dwelling or residence for any purposes, whether verbal or in writing, is expressly prohibited under these protective covenants and shall constitute a violation of the terms and provisions of these protective covenants. The only circumstance or situation in which a lease or rental shall be permitted, is when the dwelling or residence is of new construction and in which either:
 - a) a period of at least one (1) year has elapsed from and after the building permit for that particular dwelling has been issued, or;
 - b) a period of at least six (6) months has elapsed from and after the final inspection by the appropriate public building inspector has occurred, and the certificate of occupancy has been issued, whichever period of time is longer.

The above rental provisions are for the original builder/owner that obtained the original building permit. With any other owner the wait period is double the above noted wait periods, therefore being two (2) years after the building permit

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has been issued and/or one (1) year after the final inspection and certificate of occupancy has been issued (by the county inspector) whichever period of time is longer.

Any permitted lease or rental agreement shall be for a period of time not to exceed one (1) year, and a fully executed, complete and legible copy of any such lease or rental agreement shall be provided to the property owner's association. No dwellings or residences shall be sold, assigned, rented or leased under any time sharing, time interval or right to use programs or investments. In the event leasing or rental is permitted, and in recognition of maintenance requirements of dwellings and residences subject to these protective covenants, for any dwelling or residence subject to a lease or rental, HOA dues and/or assessments shall be in an amount equal to double or twice the amount charged or assessed to owner-occupied property.

3. No garage or outbuilding on said property shall be used as a residence or living quarters.
4. Each residence shall be provided with off-street parking in the form of a concrete driveway extending from the pavement on the street on which the residence faces to the garage, or on a corner lot, from the pavement on the street to the side of such residence to the garage. All homes must have a two (2) car (full size) attached garage. All automobiles, other vehicles, and equipment of any type that are not otherwise prohibited from being parked or left standing overnight in the subdivision must be parked or left standing only on the aforementioned concrete driveway or garage, except small boats or light residential equipment which must be screened by an approved fence and not visible from adjoining lots or streets. However, this restriction shall not prevent guests of residents of the subdivision from parking such guest's automobile on the street overnight on a temporary basis only.
5. No animals will be permitted, except dogs and/or cats as pets, and no fowl except birds that are caged as inside pets. No kennels are permitted and no more than two dogs and/or cats are allowed per residence. Any dog pen must be approved by the developer or homeowners association in writing prior to construction and be screened by an approved fence, and the sides or top of the dog pen shall not be higher or above the top of the six (6) feet high fence. No animals, including dogs and/or cats, are allowed outside an enclosed area except on a leash controlled by a person.
6. No trash, ashes or other refuse may be thrown or dumped on any said lots or streets.
7. No building material of any kind or character shall be placed or stored upon the said property until the owner is ready to commence improvements. Building material shall not be placed or stored in the street or between the curb and property line.
8. All driveways must be constructed of concrete and all houses must have front concrete walks extending from the entrance of the house to the driveway or the street.

9. The owner of each lot is responsible for using protective measures to prevent sediment from leaving any area of said lot.

All front yards are to be sodded to include an area not less than the distance from the house to the street, extending to the property lines on both sides. If said lot is a corner lot, the front yard and side yards facing a street are to be sodded to include an area not less than the distance from the house to the street extending to the property lines on both sides. Grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals by the owners, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants which die shall be promptly removed from such lot. The above restrictions apply to all lots purchased before and after a house is built on the lot. The developer may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse that developer for the cost of such work. Should he refuse or neglect to comply with the terms of this paragraph, said cost shall be a lien against said property.

10. No fence, wall or hedge shall be placed on any of the said lots nearer to any street than fifteen (15) feet behind the front corners of the house on said lot. Corner lot fencing, wall or hedges shall not be located any closer to the side street property line than the house setback. No fence, wall or hedge shall be placed on any portion of the lot higher than six (6) feet from the ground. No utility, chain link, or similar type of fencing shall be constructed on any lot unless it is inside of and screened from view on all sides by wood fencing. Wood fencing material must be cypress, redwood, or cedar unless architectural exception is granted. All fencing fronting the lake (running parallel to the side of the lake) must be metal / iron and must be five (5) feet in height.

A drainage easement has been reserved along the rear and side lot lines. No fence, wall, hedge or any type landscaping shall be placed on rear or side lot lines that will block or dam up the drainage.

11. No clothesline shall be erected or maintained on any of said lots, nor shall laundry be hung, where exposed to view of the public or other lot owners, provided, however that such usages shall be permissible where a fence shall be of sufficient height and density to screen such clotheslines and laundry from view.
12. Other restrictions applicable to each lot may be made by appropriate provisions in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall endure to the benefit of all parties in the same manner as though they had been originally expressed herein.
13. No tent, shack, barn or other outbuilding erected or located on any of the above described lots shall at any time be used as a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence.

14. No farm machinery, equipment, trailers, recreational vehicles (RV's), tractors, boats, vehicles unable to move under their own power or trucks larger than three-quarter (3/4) ton pick-up trucks shall be permitted to be parked or left standing overnight on any part of any lot or street in said subdivision. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots, or to small boats or light residential equipment screened by an approved fence and not visible from adjoining lots or streets. Further, no automobiles, other vehicles, machinery and equipment described above, or similar machinery and equipment of any type shall be permitted to be placed on any part of any lot or street in the subdivision at any time for the specific purpose of advertising for sale such automobile, vehicle, machinery, or equipment.
15. No privy, cesspool, septic tank field or disposal plant shall be erected or maintained on any of the said lots, and all residences shall have the plumbing connected to the available sanitary facilities.
16. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision. No obnoxious or offensive trade or activity shall be conducted on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
17. No lot or lots may hereafter be subdivided so as to create a building plot of less than 1450 (FOURTEEN HUNDRED FIFTY) square feet; however, nothing in this paragraph shall prohibit the building of a residence on any lot of said subdivision as originally platted. Provided, however, developer may allow a smaller building plot size under certain circumstances, in the sole discretion of developer. Such consent for a smaller building plot size shall be in the form of an instrument prepared by the attorney for the developer, signed by the developer, bearing the signature of two (2) witnesses and notarized by a notary public in good standing.
18. All proposed new home construction may be subject to review and written approval by the developer. Other new construction, additions or modifications shall be subject to review and written approval by the developer. The primary purpose of such review shall be to assist property owners in achieving compliance with the building restrictions. Construction of new structures includes, without limitations, equipment and material, gazebos, arbors associated with landscaping, and other similar construction. Accordingly, no construction shall commence until the plans and specifications shall have been submitted to and approved in writing by developer and a County building permit obtained for said new construction.
19. A lot owner, in building or causing to be built the original dwelling on any lot, shall not substantially duplicate the exterior elevation, including design or architecture, of any other dwelling then existing on the same street within three hundred (300) feet within said subdivision. For the purpose of this paragraph, a dwelling shall be considered in existence from the time excavation for the foundations is begun until said dwelling is removed from the development or is destroyed.

20. No dwelling shall be permitted on any lot at a cost, exclusive of lots, of less than _____ based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purposes of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. For a one (1) story house and a one and one half (1 ½) story house, exclusive of open porches, garages and storage rooms, the ground floor area will not be less than fourteen hundred fifty (1450) square feet. For a two (2) story house the ground floor area, exclusive of open porches, garage and storage rooms, shall not be less than one thousand (1000) square feet. It being understood that no house will have less than fourteen hundred fifty (1450) square feet of livable floor area. No house shall have a roof pitch less than seven/twelve (7/12) on the main roof structure.
21. Any construction commenced on any house as provided in this declaration shall be substantially completed, including without limitations, all painting, within 365 days from the date such construction commenced as evidenced by the issuance of the building permit. Violation of this restriction shall be enforced by the immediate imposition of a lien by developer against the lot upon which such construction extended beyond said 365 days, at the rate of \$50.00 per day for each day such construction remains in violation of this restriction.
22. No building, inclusive of a garage, shall be located on any residential lot nearer than thirty (30) feet from the front lot line or nearer than ten (10) feet to any side lot line on interior lots. No building shall be located on any lot nearer than twenty five (25) feet from the back property line. No building shall be located on any lot nearer than thirty (30) feet from the side street lot line. Eaves of buildings located within the setback lines provided in this paragraph may extend across said setback lines, but shall not extend across any lot lines.
23. Outbuildings, when detached from the main building, shall be set back of the rear line of the main building on said lot, and shall not be located nearer than five (5) feet to the side or rear lot line. Any outbuilding must be approved in writing by the developer prior to beginning construction and be screened by an approved fence. Also, the sides and roof to match the house. The maximum height of walls not to exceed the fence height and the total height at top of roof not to exceed eight and one-half (8 ½) feet from the ground. The only visible part of building over the six (6) foot fence to be the roof which shall not extend above the fence more than two and one-half (2 ½) feet. The floor area of the structure shall not exceed eighty (80) square feet. Any variance from this must be approved in writing by the developer prior to beginning construction. A County building permit must be obtained before commencing construction. No metal or prefabricated buildings are permitted.
24. No satellite dish exceeding twenty-four inches (24") in diameter is allowed. No satellite dish to be installed on front of house. Property owners shall select the least conspicuous site, relative to views primarily from the street, but also from adjoining lots, for mounting any satellite dish as is practical considering such factors which include, but are not limited to, satellite location, terrain, and foliage. If the developer determines that a property owner has not selected the least conspicuous site, the property owner shall remove and relocate the satellite dish.

25. In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the setback requirements set out in numbered paragraph 23, relative to any common interior lot lines of such lots, may be waived by developer in writing. However, all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot.
26. No antennas, Citizens Band or otherwise, that requires towers or guide wires, or arc attached to house including a chimney shall be permitted on any lot in said subdivision at any time without prior written approval by the developer.
27. Mailboxes: black colored metal mailboxes on 2 ½ inch decorative black iron posts shown on attached diagram and may be purchased from vendors such as "Custom Creations" as designed by the developer are required.
28. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision, plus a 5' drainage easement along all lot lines.
29. All of the restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason are not enforceable, all others shall not be affected or impaired thereby, and shall remain in full force and effect.
30. Violation of any of the covenants and restrictions contained herein are enforceable by the developer, Homeowners Association and/or any other person or persons owning any of said lots, and who may proceed at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable. Further, if after receipt of notice of any violation of these covenants and restrictions, and an opportunity has been provided to correct or remedy the violation, the person or persons owning any of said lots has failed or refused to correct or remedy the violation, suit may be instituted to enforce compliance with these covenants and restrictions. If suit is instituted to enforce these covenants, the prevailing party shall be entitled to also seek recovery of its reasonable attorney fees and court costs.
31. Any homeowner's association shall not have authority nor any control over any vacant lots or improved lots owned by a homebuilder or the developer until record title of said home has been transferred to a homeowner from said builder or the developer.
32. There shall be created, as shown on the face of the plat of the subdivision, such open space (common area) tracts as the developer shall create. Such open-space tracts as well as all open-space easements created or arising out of the subdivision development shall be for the benefit of all properties in the subdivision and shall be maintained by the association, as provided in this declaration.

At any time following the filing of the final subdivision map or plat for the subdivision, title to the mentioned open space located in the subdivision shall be conveyed to and accepted by the association at the discretion of the developer.

Subsequent to subject transfer of title, all responsibility and liability of the open-space tracts, open-space easements, and/or any amenities located thereon shall become the responsibility and/or liability of the lot owners within the subdivision. All costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, related to the above mentioned property shall be borne by the individual lot owners, such lot owners to pay their pro rata share based on the ratio of their lots to the total number of lots that have been created by the filing of the final subdivision map.

33. By acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, each lot owner shall be deemed to covenant and agree to pay to the association annual assessments and special assessments for capital improvements as may be created and set by the association. In the event any lot owner fails or refuses to pay to the association the assessments provided for herein, the association may impose a lien against the subject property and the property owner for collection of the assessments, including a reasonable fee for collection, if the employment of a third party is deemed necessary for collection. Any such lien for collection of these assessments shall be subordinate to the lien of any mortgage or deed of trust that a property owner may place against his lot or lots.
34. The developer, SSR Development LLC, will act as the homeowners association up to and until SSR Development LLC shall decide, in its sole discretion, to allow "others" to form a homeowner's association. At that time, "others" must have written permission from SSR Development to form and act as the Homeowners Association for FALLS CROSSING.
35. On transfer, conveyances, or sale by any owner of all of his or her interest in any subdivision lot, such owner's membership in the association shall thereon cease and terminate.
36. Except as provided in this declaration, the association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings.
37. The official address of the association is PO Box 100, Madison, MS 39130, and shall remain so until changed by the association at which time the association shall notify each member thereof of the change in address.
38. Each lot owner or lot purchaser, on purchase of such lot, shall immediately notify the association of such owner's name and address.
39. By written consent of sixty percent (60%) of the votes related to each and all lots within the subdivision, the association may be given such additional powers as may be described by the

association, or otherwise modify or amend this declaration in any manner, except as stated in paragraph 32.

40. Prior to the actual organization or incorporation of the association contemplated by the terms of this declaration, developer shall have the right, at its option, to perform the duties and assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the association in the same way and in the same manner as though all such powers and duties were herein given to developer directly; included in these rights is the right for the developer to cause the homeowners association to be organized and/or duly chartered. Developer shall also have the right to modify, amend, repeal, or change any of the terms of this declaration prior to the actual organization or incorporation of the association.
41. The association shall, at all times, observe all of the laws, regulations, ordinances, and the like of the County of Madison, State of Mississippi, and of the United States of America, and if, at any time, any of the provisions of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.
42. Subject to the limitations set forth in this declaration, association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of this declaration.
43. This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the votes related to ninety percent (90%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Chancery Clerk, County of Madison, State of Mississippi.
44. All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this declaration.
45. The developer or any lot owner, or the association, may originate any legal proceedings to compel or enforce any of the terms and conditions of this declaration.
46. The initial members of the board of directors of the association shall be the developers.
47. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this instrument, at which time the covenants shall be automatically extended thereafter for successive ten (10) year periods, unless sixty

percent (60%) of the then owners of lots in FALLS CROSSINGS shall, by written instrument filed and recorded in the office of Chancery Clerk of Madison County at Canton, Mississippi, at any time after the date of this instrument, agree that these covenants shall either be changed in whole or in part, or ninety percent (90%) of the then owners of lots in FALLS CROSSING agree that the same be terminated and rendered null, void, and of no further effect.

- 48. Notwithstanding anything to the contrary contained herein, developer and only the developer may grant exceptions to the foregoing restrictions and covenants, in writing as it deems necessary and appropriate, in its sole discretion. Also, these covenants shall not be amended whatsoever without the express written consent of the developer, so long as developer owns any lots in the subdivision.
- 49. Any waiver of breach, exception granted in writing by developer, or failure to enforce any covenant or restriction contained herein shall not affect the validity or enforceability of said covenants and restrictions.

IN WITNESS WHEREOF, the Declarant has executed the above and forgoing instrument of Protective Covenants, the 6 day of February, A.D., 2015.

SSR Development, LLC

By: [Signature]
Member- Manager

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the said county and state, the within named SCOTT SHOEMAKER who acknowledged that he is a member/manager of SSR Development LLC, a Mississippi Limited Liability Company, for and on behalf of the said limited liability company, as its act and deed as a member/manager, he executed the above and foregoing instrument after first having been duly authorized by said company to do so.

GIVEN under my hand and official seal of office, this 6 day of February, A.D. 2015.

[Signature], c.c.
[Signature], D.C.
Notary Public

