

Section 2. Building Setback Requirements. No building shall be located on any lot in the subdivision nearer than thirty-five (35) feet to the front lot line, nearer than ten feet to any interior lot line or nearer than twenty percent (20%) of the average lot depth [not to exceed twenty-five (25) feet] to the back or rear lot line. No building shall be located nearer than thirty-five (35) feet to the side street line for corner lots (determination of the location of the rear and side yard setbacks for corner lots shall be based on the orientation of the residential building to be built on the lot). For the purpose of these covenants, conditions and restrictions, eaves, steps and open patios shall not be considered a part of the buildings.

Section 3 Dwelling Size. The dwellings on all Lots must have a minimum of 1,600 square feet of heated and cooled living area. For purposes of determining heated and cooled living area, porches (other than glass-enclosed porches), garages, and storage areas shall not be included.

Section 4. Fences. All fences to be constructed on any lot or building site must be approved by the Architectural Control Committee prior to construction in accordance with Section 1 of Article III or these covenants, conditions and restrictions.

Section 5. Temporary Structures. No structure of a temporary nature (trailer, shack, tent or other building) shall be moved to, placed upon or used on any Lot at any time, either temporarily or permanently, excepting, however, that during periods of construction, contractors shall be permitted a single storage shed on each separate construction site.

Section 6. Building Condition, General Appearance, Nuisance, and Health Regulations. All premises shall be maintained in good repair, shall be clean and sanitary at all times, and no nuisance and no violation of the rules and regulations of the State Board of health or any governmental agency shall be permitted.

Section 7. Signs. No professional, commercial or other signs of any kind shall be erected or maintained on any Lot or Home by any Owner except with the written permission and direction of the Association, or except as may be required by legal proceedings, it being understood that the Association will not grant permission unless reasonable necessary to avert serious hardship to an Owner. However, an Owner may place a professionally made "For Rent" or "For Sale" sign no larger than three (3) square feet in size on the Lot. This restriction is not applicable to the Declarant during any period of time that Declarant owns any Lot and is offering any lot, home or living unit for sale.

Section 8. No Clothes Lines and Garbage Containers. No outside clothes lines or other items detrimental to the appearance of the Properties shall be permitted on any lot. All personal garbage and trash receptacles which are to be furnished by the Owners must be hidden from view.

Section 9, Animals. No livestock, animals, chickens or fowl of any kind shall be permitted on the Properties except for dogs and cats owned as personal pets which shall not be kept in such number as to be an annoyance to other Owners of Lots. In addition, no dogs or cats shall be

permitted on the Properties except inside a Home or fenced-in area, without being on a leash and under the immediate control of a responsible individual. All such pets must be walked in appropriate areas, and owners of such pets must clean up after their pets. If any such pet owner fails to properly clean up after his pet, the Association shall perform such service and shall bill the pet owner accordingly. The Association shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to insure that such pets are not and do not become a nuisance.

Section 10. No lot shall at any time be used for the purpose of any trade, manufacture or public amusement.

Section 11. Nuisance. No nuisance shall be allowed upon the Properties, not any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Properties shall be kept in a clean and sanitary condition, and not rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit clothes, towels, or other items of personal property to be hung, draped, or otherwise displayed on the patio for the purpose of drying or for any other purpose in a manner which would allow said clothing, towel or other personal property to be viewed by any other person in the development. No Owner shall permit any noise to originate from his Home that would be an annoyance or nuisance to occupants of adjoining Lots, including, but not limited to, radios, record players, stereos, musical instruments, singing, barking of dogs, and meowing of cats. No noxious or offensive trade or activity shall be carried out upon the property nor shall anything be done thereon which may be or become an annoyance to the other Owners. Floodlights, bells, telephones, music, or noise level of pets, air pollutants, etc. shall not be such as to constitute a nuisance to or impair the enjoyment of neighboring lots or building site.

Section 12. Maintenance of vacant lots or building sites. If construction of a residential dwelling is not commenced forthwith on any lot or building site, then the Owner shall remove all underbrush and mow and maintain the lot on a monthly basis. If any unimproved lot or building site is not so maintained, the Declarant or the Association shall be empowered to maintain the lot or building site and file a lien against the property for any and all expenditures in connection with said maintenance.

Section 13. Flagpoles, Antennas, Satellite Dishes and Basketball Goals. No flagpoles, ham radio antennas, citizen band radio antennas, television antennas, or any other type of antenna shall be allowed or permitted to be erected or located or to remain on any lot or building site at any time. Any television satellite dishes erected and properly located on a lot or building site in the subdivision shall be the RCA type and shall not exceed eighteen (18) inches in diameter. No Owner may erect or maintain a television satellite dish on any lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public right-of-way directly in front of the Dwelling Unit erected on such lot, and that the dish shall be an RCA type not to exceed eighteen (18) inches in diameter.

Section 14. Swimming Pools. No above ground swimming pools shall be permitted.

Section 15. Maintenance of Landscaping. Each Owner shall maintain the appearance of his or her lot or building site in high quality condition, and will provide and maintain landscaping on the lot or building site. Grass, glowers and shrubbery must be kept in an orderly fashion. No bamboo hedges, plant material or hedges (excluding trees), exceeding three (3) feet in height shall be allowed within the required thirty-five (35) foot front, setback area.

Section 16. Sewage and Drainage Control. When each house is constructed, a 12" square concrete pad must be constructed around the sewer clean-out riser. No activities shall be permitted that discharge pollutants into the surface drainage system. No fences or other obstructions shall be constructed across drainage easements that will block access to or impede the performance of the drainage detention ditches along the rear of Lots 19 through 22. Neither the installation of pipes nor filling of the detention ditches will be allowed within these easements.

Section 17. Adjoining Lots. If one or more lots, or one lot and all or a portion of an adjacent lot, or two or more fractional parts of adjoining lots, within the subdivision, are unitized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent lots may be utilized as a single family residential building site or plot, that no such building site or plot shall contain fewer feet than the smallest platted lot within the subdivision nor have a width, at the building setback line, of less than the width at the building setback line, of the smallest platted lot within the subdivision.

Section 18. Reservation of Easement. An easement is reserved over and across each lot in the subdivision (except those portions on which a residential dwelling is actually constructed) for the purpose of installing, repairing and maintaining or conveying to proper parties for the installation, repair or maintenance of utilities for the lots or building sites in the subdivision, and easements shown or reserved on the recorded plat of the subdivision, if any, are hereby adopted as part of these restrictions.

Section 19. Sidewalks. Sidewalks must be installed by owner for every lot prior to occupancy of any dwelling unit. Sidewalks must have an approved, brushed concrete finish.

Section 20. Storage or Outbuildings. Only one storage or outbuilding, shall be placed, permitted or allowed on each lot. The size and design of any such outbuilding must be approved in writing by the Architectural Control Committee and must conform to all set back requirements contained in Section 1 of Article V of these covenants and those set back requirements of the City of Gautier and any other applicable government entity.

Section 21. Regulations. Reasonable regulations concerning the use of the Properties may be made and amended from time to time by the Association in the manner provided by its Articles

of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Owners and residents of the Properties upon request.

Section 22. Declarant's Right to Complete. Provided, however, that until Declarant has completed all of the contemplated improvements and closed the sale of all of the Lots in CYPRESS LANDING SUBDIVISION, neither the Owners nor the Association nor the use of the Properties shall interfere with the completion of the contemplated improvements and the sale of the lots by Declarant. Declarant may make such use of the unsold Lots and common areas, if any, as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the Properties and the display of signs.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, or 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. In the event that a Court of competent jurisdiction shall determine that any lot owner shall have violated or have attempted to violate any of the covenants herein, the owner of the lot or lots causing the violation upon which the violation occurs shall pay all attorney's fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants. Said attorney's fees, court costs and other expenses allowed and assigned by the court shall become a lien upon the lot and improvements.

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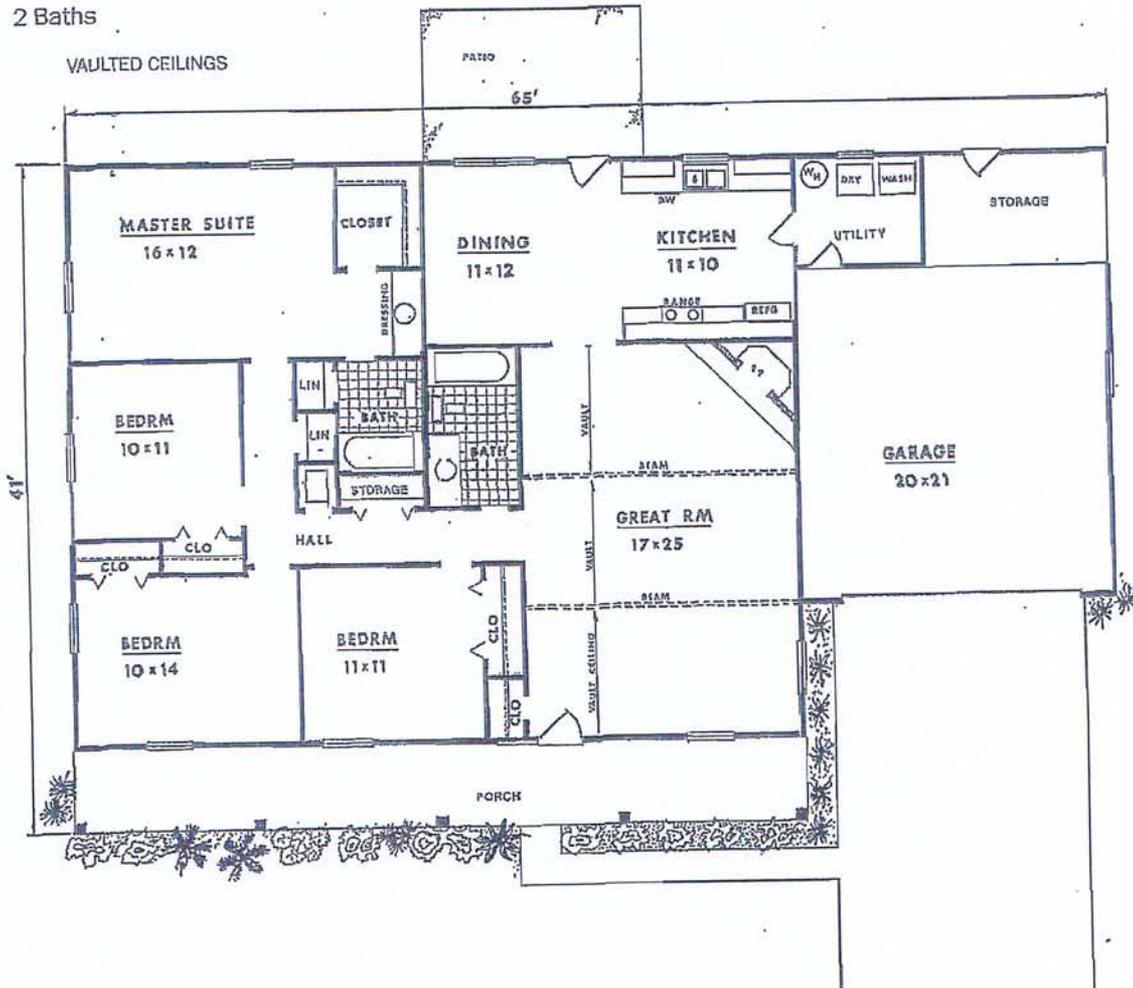
ARTICLE VII

Section 1. See attached designs and styles of home plans.



PLAN 1620

House 1620 SQ FT
 4 Bedroom
 2 Baths



Vaughn A. Lauban Designs

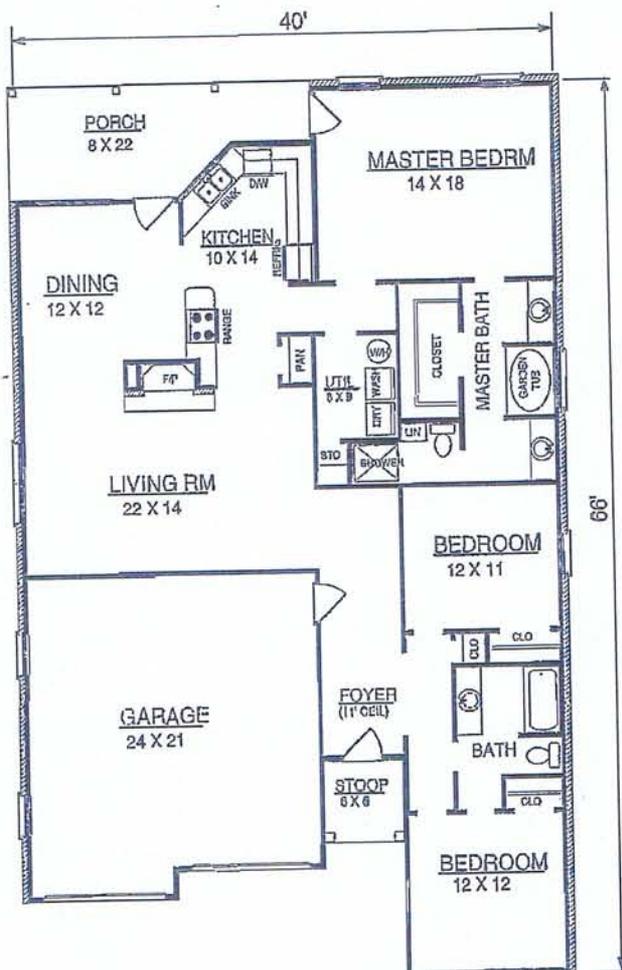
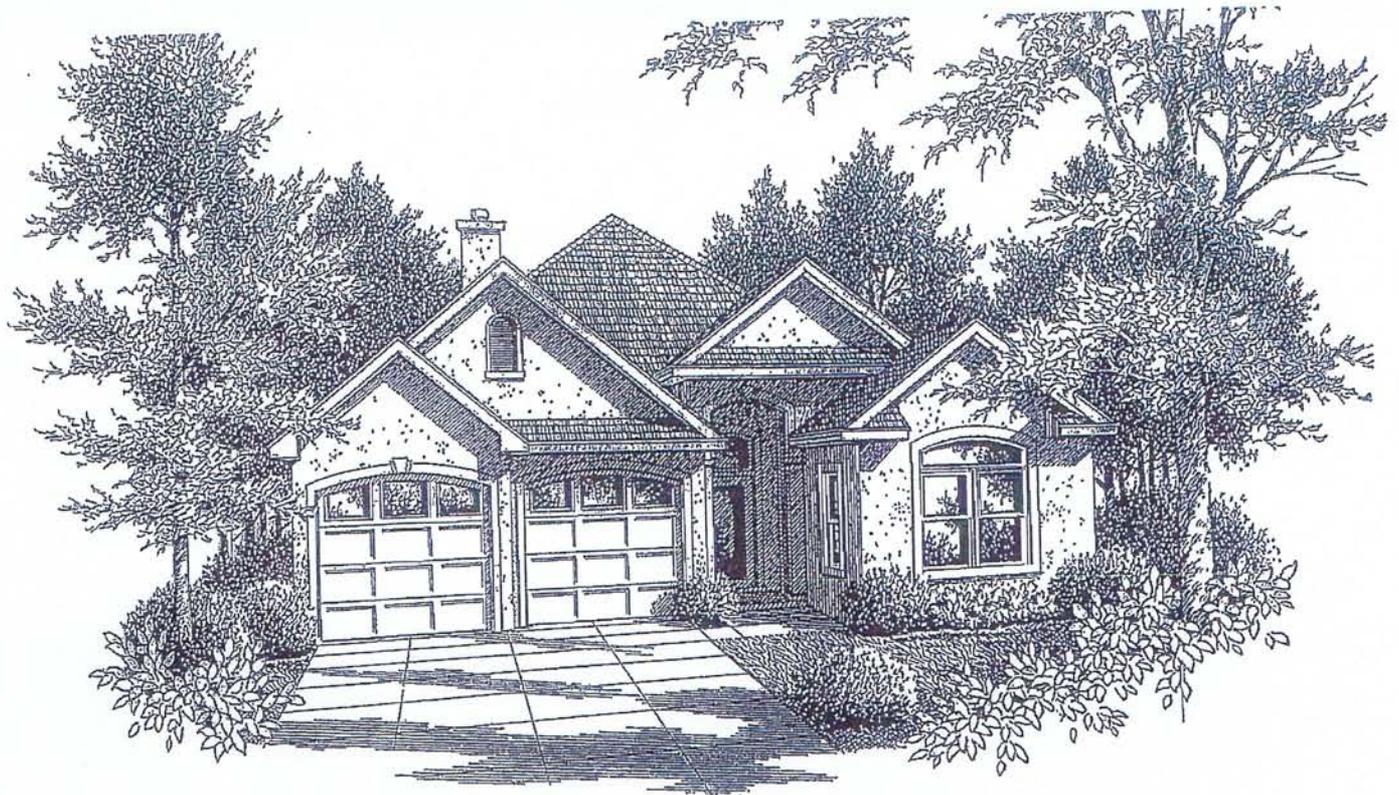
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Phone : (228) 497-7074





PLAN 1745

House	1745 SQ FT
Garage	528 SQ FT
Porches	180 SQ FT



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