



North Hill Subdivision Covenants

(This is only an overview of the general covenants of the NHPOA. For a complete set of recorded covenants for all phases, please contact [Michelle Fradella](#).)

1. SINGLE FAMILY DWELLING

All lots shall be used for single family residential purposes; provided, however, developer and his agents shall have the right to use a lot as a temporary sale office for marketing and development purposes until all phases of this development are completed and sold.

2. ONE ACRE MINIMUM PER LOT

No lot shall be divided into smaller parcels except to provide a larger building site. The minimum size for any lot for which a dwelling may be constructed shall be one (1) acre, excepting only those lots shown on herein above referenced plat filed by developer, Stuart Company, which are less than one acre, which said lots shall not be further subdivided.

3. ONE HOUSE

No residence may be built or placed on less than one lot, and only one residence may be built or placed on one lot.

4. ARCHITECTURAL REVIEW COMMITTEE

The architectural review committee for North Hill Subdivision, Phase II, shall be the architectural review committee heretofore established for North Hill Subdivision, Phase I. Notwithstanding any other authority granted to the architectural review committee, said committee shall have the authority to receive, consider, grant or deny variances of or from these covenants. The board of directors for the North Hill Property Owner's Association, Inc., a Mississippi Non-Profit Corporation, shall have review authority of said committee and the board's decision in all matters shall be conclusive.

5. PLOT AND BUILDING PLAN

No building or improvement of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the architectural committee and a building permit has been issued, of required by law.

6. ARCHITECTURAL REVIEW COMMITTEE

The architectural review committee shall monitor all construction to see that these covenants, conditions, and restrictions are complied with; however, this committee is not accountable or liable for the technical design or structural integrity of any foundation, wall roof or any component of any house or other improvement, whether caused by defective material or defective workmanship.

7. CONVENTIONAL DESIGN AND MATERIAL

All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to conventional methods of construction, using conventional materials and must be completed within six (6) months from the date construction is commenced.

8. MINIMUM HEATED AND COOLED AREA - 1900 SQ. FT.

Each dwelling shall be constructed with at least 1,900 sq. ft. of heated and cooled living area under roof, excluding carport, attached garage and enclosed porches.

9. BUILD PRINCIPAL HOME PRIOR TO OUTBUILDINGS

No structures of temporary character, including but not limited to a recreational vehicle, trailer, mobile home, basement, tent shack, garage, barn or other outbuildings, shall be used on any lot, at any time, as either a temporary or permanent residence. The use, parking or storage of a house trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited.

10. BUILD OUTBUILDINGS TO REAR OF HOME

Any separate structure such as equipment sheds, animal shelters, greenhouses, outbuildings, or storage buildings must be placed to the rear of the dwelling and must be built with the same or similar design, materials, and workmanship as the dwelling located on this lot. Such structures shall not be constructed or used until the dwelling on the lot is completed or under construction.

11. NO COMMERCIAL OR INDUSTRIAL USE PERMITTED

No dwellings or accessory structures, erected or to be erected, shall be used directly or indirectly for trade or business. Commercial or industrial use of any part of this property is prohibited.

12. SET BACKS

No structure shall be constructed or placed nearer than forty (40) feet from the front boundary lines and twenty-five (25) feet from the side and rear boundary lines. This restriction does not apply to driveways, mailboxes, or fences.

13. SET BACKS - SHORELINE LOTS

With reference to lakefront lots, no structure shall be constructed or placed nearer than forty (40) feet from the front boundary line, twenty-five feet from the shoreline, and twenty-five (25) feet from the side boundary lines. This restriction shall not apply to driveways, mailboxes, or fences.

14. SEPTIC TANKS

Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health Regulations.

15. PUBLIC NUISANCE

No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.

16. LOT MAINTENANCE

Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and sightly appearance with North Hill. Developer, Property Owner's Association and the Architectural Committee, each reserve and shall have the right to cut the grass for which the lot owner shall pay the Architectural Review Committee not less than \$100.00 for each cutting of their lot up to twelve (12) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Architectural Review Committee and agrees that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.

17. CLEAR CUTTING OF TREES PROHIBITED

No trees may be cut or removed except for building sites and other improvements without the prior written approval of the Architectural Review Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or washed.

18. GARBAGE MANAGEMENT

All garbage, trash or other waste of any kind shall be kept in sanitary containers. All equipment used for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

19. NO TRASH OR JUNK ALLOWED

No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to, abandoned or dilapidated automobiles, truck, tractors, and other such vehicles and parts thereof, scrap building materials, scrap equipment, old washing machines, dyer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding, and old tires.

20. ANIMALS

No large animals, livestock, goats, swine, or poultry shall be bred, kept, or raised on any lot except that dogs, cats, or other household pets may be kept, provided that they are not bred, kept, or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. All animals which are permitted under this clause, shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance, or inconvenience to the neighbors.

21. FIREARMS

The discharge of firearms within North Hill is expressly prohibited.

22. SIGNS

Only the following signs may be displayed to the public view on any lot during the construction or sale period of dwelling: 1.) Owners sign, 2.) Realtor's "For Sale" Sign, 3.) General Contractor's sign, 4.) Lender's sign. These must be professionally made and shall not be larger than three (3) feet square.

23. CONTRACTORS

All contractors must keep all lots free from trash and debris and must maintain a portable outdoor toilet on the lot during the construction period. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant.

24. SHORELINE LOT OWNERS RESPONSIBLE FOR MAINTENANCE OF LAKES AND DAMS.

All owners of land that is contiguous to ponds and lakes shall be responsible for the maintenance and upkeep of the ponds, lakes and dams. A perpetual easement is hereby reserved on, over, and across the dams of said ponds and lakes of this maintenance and upkeep.

25. WATER LEVEL AND SHORELINE OF LAKES AND PONDS

The water level may not be altered around waterfront lots, nor may any waterfront lots be filled with dirt or other fill material so as to change or alter the shoreline of any waterfront lot.

26. NO MOTORIZED VEHICLES ON THE LAKES

The use of motorized boats, water skis, or jet skis is prohibited.

27. NO BOATHOUSES SHALL BE ALLOWED

No boathouses shall be allowed.

28. BULKHEADS AND PIERS

Bulkheads and piers on lakefront lots shall be prohibited until the building plans, specifications, and plot plan of such bulkhead or pier has been approved in writing by the Architectural Review Committee and a building permit has been issued, if required by law. Piers shall not exceed six (6) feet in width and twenty (20) feet in length.

29. DAMAGED STRUCTURES

In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair, replace, or completely remove the damaged or destroyed dwelling or structure within nine (9) months from the date of occurrence.

30. UTILITY EASEMENT

Developer reserves unto itself, its successors and assigns, an easement or right of way fifteen (15) feet in width along the rear and street boundary lines and seven and one half (7 1/2) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. Additionally, easements reserved on the recorded plats shall be reserved for installation and maintenance of utilities, dams, fire protection, beautification and drainage. This reservation of such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of the developer to supply such services.

31. PROPERTY OWNER'S ASSOCIATION

A.) PURPOSE: The North Hill Property Owner's Association, Inc. shall hold title to the common area located within North Hill and shall be responsible for the care, operation and maintenance of all common property, the property owner's association shall have the authority to impose such assessments upon the property owners as may be necessary to pay the cost of such care, operation, and maintenance of common property and to enforce these covenants.

B.) MEMBERSHIP: By acceptance of the deed to property located within North Hill, the lot owner becomes a member of the North Hill Property Owner's Association (NHPOA).

C.) ANNUAL MEETINGS: The first annual meeting of the North Hill POA shall be held at 10:00 am January 8th, 1998. Future annual meeting dates, time, and location shall be determined at that time.

D.) SPECIAL MEETINGS: A majority of the lot owners may call a special meeting of the POA at any time by filing with the secretary of the association by a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the special meeting must be sent to all property owners of record by certified mail, return receipt requested, at least 15 days prior to the date of a meeting. For purposes of carrying on business of the POA, the owner or owners of each lot shall be sufficient to pass on any matters of business of the POA, the owner or owners of each lot shall have one (1) vote per lot. Two-thirds (2/3) present of all lot owners shall constitute a quorum. A two-thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the association.

E.) FEES AND ASSESSMENTS: The annual assessment shall not exceed \$50.00 per year per lot through calendar year ending December 31, 1997, and thereafter shall be set by the POA. The annual assessment of the pro-rata part of thereof shall be paid at the time of each lot purchase, thereafter the annual assessment shall be due in advance on or before January 1st of each calendar year. All said lot owners agree to pay said maintenance charges within 30 days of receipt of statement rendered by the architectural review committee and agree that any unpaid charges, together with attorney fees, and reasonable collection cost will constitute a lien against their lot until paid.

32. DURATION OF COVENANTS

These covenants shall remain in full force and effect for twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10) years thereafter unless, prior to any renewal date, an instrument signed by not less than 2/3 of the lot owners is filed for record in the office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending, or terminating these covenants, conditions, and restrictions.

33. INVALIDATION OF COVENANTS

Invalidation of any covenants by judgment or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.

RULES FOR FENCES

The following proposed rules for fences at North Hill Subdivision were adopted by the Architectural Review Committee on July 7, 1999 and are being submitted to the Board of Directors for its review and consideration for approval:

1. General

- a. No fence may exceed six (6) feet in height and six (6) inches in thickness. With exception of brick fences.
- b. Fences may be located in the utility easements but must stay within property lines.
- c. Fences must be neat and be constructed of normally accepted materials such as chain link, wood, brick and mortar and stone and mortar with finished side turned outward. Barbed wire or wire mesh is not allowed.
- d. Fences must not detract from the value or appearance of the property.
- e. A fence foundation or chain wall may be allowed not to exceed six (6) inches wide and twelve (12) inches high, with exception of brick fences. A sloping terrain can be an exception if deemed necessary and approved by the Architectural Review Committee.
- f. The side of the fence that is visible from the street or adjoining lots shall be finished.

2. Side Property Line Fences

- a. A side fence may not extend any closer to the street than the rear line of the house or the front line of neighbor's house but in any case must not extend closer to the street than setback line.
- b. A side fence located within twenty five (25) feet of the lake waterline must not exceed four (4) feet in height and be of open construction such as chain link or split rail whose materials do not cover more than twenty (20) percent of the vertical area which they encompass.

3. Street Fences - For Corner Lots

- a. Fences facing the street or on street cannot be located any closer to the street than the side setback from the rear of the house.
- b. Fences constructed in the area from the rear setback line and the house are restricted to:
 1. Solid fences such as wood, brick and mortar, or stone and mortar not exceeding two (2) feet in height, or
 2. Open fences of wood such as split rail, which do not exceed three (3) feet in height and whose materials do not cover more than twenty (20) percent of the vertical area which they encompass. (No chain link fences are allowed in this area).

4. Lake Fences

- a. Lake facing fences constructed within twenty-five (25) feet of the lake property line may not exceed four (4) feet in height and must be of open construction such as chain link or split rail whose materials do not cover more than twenty (20) percent of the vertical area which they encompass.

** The Architectural Review Committee recognizes that there are existing fences that were constructed prior to the date of this recommendation. This committee recommends that these fences be accepted even though they are non-conforming. **

If you have any questions about these covenants, please contact Michelle Fradella at Prudential Gardner Realtors – 601-569-0075