



June 02, 2007

Harbortowne Property Owner,

As a Harbortowne Property Owner, you've signed a property deed which included your agreeing to abide by Harbortowne's DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

On September 18, 2006, you received a letter concerning covenants violations within Harbortowne, and the letter included this paragraph:

**"Starting, Friday, September 22, 2006, any violation of the sections included within this letter, will result in special fees being assessed and assigned to the violating property owner(s). If special fees are not paid within 60 days, late fees will be assigned and comments and/or liens will be placed against your property."**

Multiple Covenants Violation Enforcement Requests have been made by Harbortowne Property Owners and this Board of Directors has now witnessed, confirmed, and documented the majority of these violations. Monthly re-occurring Special Fees have now been assigned to the respective property owners. Invoices for these assigned Special Fees will be mailed via USPS within the next week, or so.

**If these Special Fees are not paid under the invoiced terms, we will act quickly to:**

- 1. Place liens against each violating property owner's property**
- 2. Attach comments to the deeds of these violating properties**
- 3. Sum the unpaid fees and create an additional Special Fee that will be divided by and invoiced to all of Harbortowne's complying property owners**

To prevent additional Special Fees, read below, and – immediately – do what is needed so you are not violating Harbortowne's covenants.

NOTE: Covenants are available for review at this Internet URL:

[http://harbortowne.org/welcome/poa/harbortowne\\_covenants.php](http://harbortowne.org/welcome/poa/harbortowne_covenants.php)

**Section 10.08. Parking Requirements.** All buildings and other structures and improvements shall be designed, located and constructed so that **all vehicles entering upon any Lot shall be parked, maneuvered, loaded or unloaded entirely or completely on such Lot.** All driveways and parking areas shall be equivalent to or better than concrete, unless otherwise approved by the Architectural Review Committee. **No parking on Streets shall be permitted.**

**Violating Lot Numbers:**

22

**Section 10.11. Utility Lines.** **All telephone, electrical, cable television and other similar lines located outside and between any building and any power transmission or other lines shall be underground** and shall conform to existing electrical codes.

**Violating Lot Numbers:**

None at this time



**Section 13.04. Signs.** Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be placed, maintained, or permitted on a Lot or within any windows or on the exterior of any Dwelling or other structure located on any Lot by any Person, including the Owner, without the approval of the Architectural Review Committee. The approval of any signs and posters, including name and address signs, shall be upon such conditions the Architectural Review Committee shall determine from time to time, and approval may be arbitrarily withheld. Any approved sign or advertising device shall only contain one name and/or one number plate which shall not exceed 120 square inches, and, if advertising the Lot and/or Dwelling "for sale" or "for lease", such sign shall not exceed three square feet in area and shall be subject to Architectural Review Committee's right to restrict color and content. The restrictions of this Section 13.04 shall not apply to the Declarant. The Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within easement areas established by this Declaration.

**Violating Lot Numbers:**

45

**Section 13.05. Other Buildings and Vehicles.** No tent, trailer, barn or other similar outbuilding or structure shall be temporarily or permanently placed or maintained on any Lot or on any other area of the Property without prior approval of the Architectural Review Committee. No mobile home shall be temporarily or permanently placed or maintained on any Lot or any other area of the Property. Each Owner shall provide parking for at least two automobiles for each Dwelling owned or maintained by such Owner. All Dwellings must contain enclosed garages adequately screened from street views unless otherwise approved by the Architectural Review Committee. When not in use, all garage doors shall be kept closed. To the extent possible, all automobiles owned or used by owners or occupiers of a Lot, except temporary guests and visitors, shall be parked in enclosures which screen the automobile from street view. The Board of Directors shall have the authority to adopt and promulgate rules and regulations to govern or to prohibit the outside storage or parking on any Lot, within any Dwelling or other structure or on any portion of the Common Area of motor homes, tractors, trucks, commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, motorcycles, motorized bicycles, motorized go-carts, or any other similar related forms of transportation vehicle or device, except pickup trucks with a current license plate and current state inspection sticker. The Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts and/or other similar vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. No Owner or other occupant of any Lot shall repair or restore any vehicle of any kind on any Lot, within any Dwelling or other structure or on any portion of the Common area, except (i) within enclosed garages or workshops, or (ii) for emergency repairs but only to the extent necessary to enable the movement of such vehicle to a proper repair facility. The Declarant reserves the right, but has no obligation, to designate within the Additional Property a parking area for boat trailers, motor homes or similar vehicles.

**Violating Lot Numbers:**

2, 7, 12, 16, 22, 33, 34, 47, 52

**Section 13.07. Antenna.** No television antenna, satellite dish, radio receiver or similar device, tower or pole shall be attached to or installed on any Lot or any Dwelling or other structure on the Lot or any portion of the Property, unless expressly approved in writing by the Architectural Review Committee. However, in no event shall the District or any of its licensees be subject to compliance with any part of this section 13.07 or section 13.08 below in reference to the water tower and its real property. The Architectural Review Committee may but is not obligated to promulgate rules and regulation concerning television, radio, and computer signal reception. Any approved exterior mounted signal receiver, antenna, dish, etc., shall be appropriately mounted, screened and camouflaged as directed by the Architectural Review Committee. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with reception of other signals within the Property. The Declarant and the Association shall have the right, but not the obligation, to install, operate, maintain and repair equipment necessary for master antenna, cable television, mobile radio, security system or other similar systems within the Property. If cable television services are not available to a Lot, and adequate television reception is not otherwise available or possible, then upon an owner's request the Architectural Review Committee may, but is not required or obligated to, permit an Owner to install a television antenna on his Lot or Dwelling or other structure on his Lot.

**Violating Lot Numbers:**

4, 8, 12, 16, 48, 49, 52

**Section 13.19. Vacant Lot Maintenance.** Each Owner shall be responsible for the proper seeding, fertilization, watering, mowing, removal of litter and maintenance of any Lot which is vacant or undeveloped. If fill is placed on the Lot and the construction of the improvements is not promptly commenced and completed, then the owner will be required to maintain such Lot so stated in the preceding sentence.

**Violating Lot Numbers:**

5, 46



**Section 13.22. Motor Vehicles.** No motor vehicles including, but not limited to trail bikes, motor cycles and dune buggies, shall be driven upon driveways, cul de sacs or parking areas except as a means of ingress and egress to a Street; no motor vehicles of any kind shall be driven on pathways, bike, trails or Common Areas except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area.

**Violating Lot Numbers:**  
**None at this time**

**Section 13.27. Rules.** From time to time **the Board of Directors shall adopt general rules**, including but not limited to, rules to implement the provisions in this Article and such rules as are required herein. Such general rules may be adopted or amended by two-thirds vote of the Board, following a hearing for which notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

**Section 10.18.1 Perimeter Fences.** *[extension to Section 10.18 – as allowed by Section 13.27]* **Perimeter Lots are required to have \*APPROVED Gateless Fencing erected and maintained along any of their property that borders Harbortowne's Perimeter.** Under no circumstances and **at no time can there be an unfenced path from outside of Harbortowne, across a Perimeter Lot, to any other land within Harbortowne.** \*Lots 2, 3, 4, and 5 are required to construct and maintain a 8' BRICK & WROUGHT IRON Step-Down fence on the perimeter lot line of their property that meets the exact specifications of the fence that is on the perimeter lot lines of lot 4. \*Lots 57, 58, 59, and 1 are required to construct and maintain a BRICK & WROUGHT IRON perimeter fence (as needed to properly connect the existing fence) on their property that meets the exact specifications of the fence that is on the perimeter of lot 57. \* Lots 6, 7, 8, 9, 17, 18, 19, 20, 21, 26, 27, 28, 29, 34, 35, 36, and 37 are now required to construct and maintain a 6' minimum height 100% COPPERWOOD Step-Down or 6' minimum height BRICK & WROUGHT IRON Step-Down fence on the perimeter lot line of their property. Lots 38, 39, 40, 41, and 42 are now required to construct and maintain a 6' minimum height 100% COPPERWOOD Step-Down fence on the perimeter lot line of their property. Lots 43, 44, 45, 51, 52, 53, and 54 are required to construct and maintain a 8' minimum height 100% COPPERWOOD Step-Down fence on the perimeter lot line of their property. \*Before constructing the fence, contact Kevin Crothers or Paul George for approval. Any exceptions must be approved by the Architectural Review Committee and Harbortowne's Board of Directors.

**Violating Lot Numbers:**  
**5, 8, 29, 34, 35, 37, 38, 41, 53**

**Section 13.28. Exceptions.** The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this Article.

In September 18, 2006's letter, I requested letters to be drafted and sent to me, so I and the Board of Directors would be able to class violations as exceptions to our covenants. No letters were received and so none of these current violations will be classed as exceptions to our covenants. But, if you have not yet violated our covenants, but would like us to consider one or more exceptions, please draft and send a formal letter to request for us to consider exceptions to our covenants. Please sign and send the letter to:

Harbortowne POA  
ATTN: Kevin Crothers  
100 Frenchmans Cay  
Ridgeland, MS 39157

Sincerely,  
Kevin Crothers, President

cc: Paul George  
Tom McDonald  
Norma Thiel