





**DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS**

WHEREAS, the undersigned, JAMARK, INC., does hereby declare that it is the owner of the following described lots situated in Easthaven Estates, North, Part One, lying, located and being situated in Rankin County, Mississippi, according to a map or plat, thereof recorded in Plat Cabinet C, Slots 25 and 26 as filed for record in the office of the Rankin County Chancery Clerk, Brandon, Mississippi, the same being more particularly described as follows, to-wit:

Lots 6, 7, 8, 12, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Easthaven Estates North, Part One, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Rankin County, Mississippi, in plat cabinet C at slots 25 and 26 thereof, reference to which is hereby made in aid of and as a part of this description.

**NOTWITHSTANDING ANYTHING HEREINAFTER STATED, SHOULD ANY OF THE PROTECTIVE COVENANTS CONDITIONS AND RESTRICTIONS BE IN CONFLICT WITH ANY CITY OF BRANDON ORDINANCE AND/OR DEVELOPMENT CONDITION, CURRENTLY IN FORCE, AND/OR ANY COUNTY, STATE, FEDERAL, OR OTHER GOVERNMENTAL AGENCY THEN AND IN THAT CASE THE CITY, COUNTY, STATE, FEDERAL, ORDINANCE AND/OR DEVELOPMENT CONDITION, AS WELL AS ALL CITY, COUNTY, STATE, AND FEDERAL LAWS SHALL PREVAIL.**

WHEREAS, the undersigned, JAMARK, INC., hereinafter referred to as "Developer", desires to specify the Protective Covenants, Conditions and Restrictions as shall be applicable to the various land uses as are hereinafter set out, in order to insure the best use and the most appropriate development and improvement of the aforementioned property against such improper use of surrounding building sites as will depreciate the value of said property; to perverse, so far as is practical, the natural beauty and desirableness of all said property; to guard against the erection thereon of poorly designed or proportioned structures, to promote beauty of structural design, and to guard against structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and buildings thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and property lines and to maintain adequate free spaces between

structures; and in general, to provide improvement of and on said property, thereby enhancing the values of investments made by purchasers of said property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the real estate hereunder covered, the same to be a benefit and a burden to the Developer, its successors and assigns, and to any person, firm, or other entity, acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns, to-wit:

A. None of the lots may be improved, used, or occupied for any purpose other than private single family residential purposes. No structures shall be erected, altered, placed or permitted to remain on any of the said lots within said subdivision, unless specific written permission to the contrary given by the Developer or its representative(s) (The Architectural Review Committee), other than detached single family dwelling, composing one home or one domicile, not to be less than two thousand (2000) square feet heated living area, said structure not to exceed two and one-half (2 ½) stories in height including a private garage for not less than two or more than three automobiles, with all garage entrances located on the side or the back of the residence. No site, as originally platted, may be subdivided into two (2) or more lots in order to build more than one (1) residential dwelling on such lot. This Covenant shall not be construed, however, to prohibit the owner of two or more contiguous lots from erecting one residence on the lots as if the lots were a single lot. This Covenant shall not be construed, however, to prohibit the Developer from designating a point of a lot as common area. In the event more than one lot is acquired (which lots are to be contiguous), whereon Owner proposes to build one single family dwelling, not to be less than two thousand (2000) square feet heated living area, such will be subject to approval by the Developer, herein, and appropriate revision of utility easements set back, etc., will be effectuated as to be compatible with such approval proposal. There shall be no subdivision of any single family residential building site or lot. It is also expressly understood that those areas currently designed as building areas and/or lots, may solely at the Developers discretion, be re-designed as common areas and/or parks, or recreational areas prior to the time such building area or lot is sold, and if so designed such building areas

and/or lots, can have constructed on them, at Developers discretion, such structures that Developer may feel enhance such building areas or lots used as a common area, park, and/or recreational areas. Further, Developer, at its discretion, may alter the area or shape of a lot or lots, in order to make road, utility, or drainage easements through any lot prior to its sale.

B. No building or structure shall be erected, placed or altered on any premises in said development until the building plans, specifications and plot plan indicating the location of such building or structure shall have been approved in writing as to conformity and harmony of external design with existing structures or proposed structures in the development and as to location of the building or structure with respect to topography and finished ground elevation, by the Developer or by its representative(s). Further, Developer will provide detailed plans and specifications for each owner for single family residential mailboxes, each owner agreeing to conform the same to the Developer's plan and specifications. Further, each resident will be expected to have a designated and visually screened area for the keeping of garbage cans or other trash containers, the same to be subject to approval by the Developer or its representative(s). Further, any and all other driveways and parking areas on each residential lot shall be constructed of concrete and be approved by the Developer. Two sets of the proposed plans and specifications for any building, mailbox, parking, and driveway shall be submitted to Developer for review and approval, prior to the commencement of any building, erection, or placing, such plans shall be in sufficient detail to illustrate conformity with these specifications and decorations. One copy of the submitted plans will be returned to the submitting party, evidencing the Developer's approval or evidencing notations of changes or revisions which may be required for approval. The second copy of the proposed plans and specifications will be retained by the Developer or its representative(s) as evidence of the plans approval for construction.

C. Except as otherwise provided, no dwelling, nor any other building, shall be located on any lot in said subdivision nearer than thirty (30) feet from the adjoining right-of-way line of the street abutting the front side of the lot, nor nearer than twenty-five (25) feet to any street abutting any other side of the lot, nor nearer than thirty (30) feet from the back lot line of said lot. Side lot lines shall be no nearer than eight (8) feet to the main structure or any necessary building. Due to the natural terrain, lot configurations and/or proximity of adjacent



structures, it may be inadvisable to amend the above stated set-back. Therefore, notwithstanding anything herein to the contrary, the Developer may approve specific deviations to said set-back which it believes to be beneficial to a specific home site or to adjacent home sites.

D. No garage or outbuilding on any lot shall be used as the living quarters, either permanent or temporary.

E. No commercial, noxious or offensive trade or other activities shall be carried on or effectuated upon any building site, nor shall anything be done thereon which may be or which may become an annoyance or nuisance to the neighborhood. Lighting shall be directed in such a manner as to not adversely affect adjoining properties. No inoperative automobiles, machinery or other equipment may be maintained, stored or kept in or on any unclosed portion of any property within this development.

F. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of any property within this development; and no residential lot or single building unit shall be used to keep or maintain more than four dogs or four cats of an age older than six months. Further, no combination of house pets shall exceed six pets of any kind of an age older than six months, with the exception of caged birds and various fishes and/or caged rodents that remain exclusively within the enclosed residence built on the property for human habitation will not be counted as part of the limited total of six house pets. Hounds, Beagles and various other dogs generally recognized as hunting and/or training dogs are expressly limited to a maximum of one per residential lot and then only if such dog does not become a nuisance to other lot owners.

G. No dog pens shall be erected except those that might be totally concealed from the roads in said subdivision, and from lots adjoining said lots, or pens built to blend visually into the permanent residence in accordance with the provisions of section B hereof.

H. Each lot owner shall park automobiles off the public streets and roadways.

I. All utilities shall be underground.

J. No firearms, or other devices of a similar nature which may be classified as weapons shall be operated or used on any of the properties.

K. Neither Declarants nor their successors or assignees assume any responsibility or liability for any accident, illness, injury or death occurring on the properties.

L. The location and the construction, including the material, height and color of all fences must be submitted and approved by the Developer or its representative(s) before any fence is placed or construction is commenced on any lot in the subdivision. No chain link fence will be permitted.

M. No fence, wall, hedge or mass planting shall be permitted to extend beyond the minimum building setback line established herein, except upon approval by the Developer or its representative(s).

N. The line of sight at intersections will not be violated by any visual barrier of any nature which extends over thirty inches (30") high in an area bounded by a line connecting any points as may lie fifty feet (50') in any given direction from a given intersection.

O. The keeping, maintaining or storing of a mobile home, either with or without wheels, on any parcel of property covered by these Declarations is prohibited. A motorboat, houseboat, other similar waterborne vehicle, travel trailer, motor home, or other major piece of recreational equipment may be maintained, stored, or kept on any parcel of property covered by these Declarations, only if parked completely within a garage or within a structure which has been approved by the Developer or its representative(s) according to the provisions of Section B hereof. Under no circumstances shall such items be maintained, stored, or kept on any streets or right-of-ways within this development, nor shall any commercial vehicles of any nature be parked, maintained, stored or kept on any streets or right-of-ways overnight.

P. Developer reserves the right to designate any area or any lot within this development as "common areas", and/or parks or recreational areas including the reservation of full rights and authority to promulgate and enforce workable rules and regulations for the safety and welfare of persons or parties as may utilize, benefit from or enjoy such Common Areas. Such areas may include, but not necessarily be limited to, swimming pools, tennis courts, bike trails, hiking trails, sidewalks, streets, boulevards, right-of-ways and parking areas.

Q. The builder of the original dwelling on each lot in said subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abut the lot. The edge of each such sidewalk nearest to the street along which it is

constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction; and if it becomes necessary to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on the private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the same in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the residence entry walkway or driveway. Each such sidewalk shall be scored at four (4) foot intervals, with an expansion joint every eight (8) feet, and shall be four (4) inches in thickness.

R. GENERAL PROVISIONS:

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of be enforceable by the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the Covenants shall be automatically extended for three (3) successive periods of ten (10) years unless an instrument terminating these Covenants and Restrictions is signed by the then owners of seventy-five percent (75%) of the lots has been recorded prior to the commencement of any ten (10) year period.

Section 2. Amendments. These Additional Covenants and Restrictions may be amended during the first twenty (20) years from the date of the Declaration, by an instrument signed by not less than ninety percent (90%) of the site owners. Any amendment must be properly recorded in the Office of the Chancery Clerk of Rankin County, Mississippi.

Section 3. Severability. Invalidation of any one of these Covenants and restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 4. Enforcement. The enforcement of these Covenants and Restrictions shall be by any owner of a lot. Enforcement may be sought by any proceeding at



law or in equity against any person or persons violating or attempting to violate any covenant or restrictions of this document. Enforcement may either restrain violation, recover damages, enforce any lien created by these Covenants or seek other relief. The owner of a Lot causing or permitting the violation shall pay all costs of enforcement including costs of Court and reasonable attorney's fees and expenses regardless of whether any suit was filed seeking enforcement. If legal proceedings are instituted, these costs shall become a lien on the land as of the date of the legal proceedings here instituted. The failure by any owner to enforce any Covenant or Restriction herein shall in no event be deemed a waiver of the right to thereafter enforce the same or other covenants.

IN WITNESS WHEREOF, the undersigned authorized officer of said JAMARK, INC., the Declarant, has caused this instrument to be executed and for and on behalf of said JAMARK, INC., on the 3rd day of December, 2002.

JAMARK, INC.  
A Mississippi Corporation  
By its President, Mark C. Butler

BY:

Mark C. Butler  
Mark C. Butler, President



STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority of law in and for the above styled jurisdiction, the within named, MARK C. BUTLER who acknowledged to me that he is the President of Jamark, Inc., a Mississippi Corporation, and that for and on behalf of said corporation, and as its act and deed in said representative capacity, he signed, executed and delivered the above and foregoing Declaration after first having been duly authorized by the corporation to do so on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this the 3rd day of December, 2002.

Samuel H. Blakely  
NOTARY PUBLIC

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 12, 2004  
BONDED THRU STEGALL NOTARY SERVICE

My Commission Expires:

(3)  
ROBERT R. RESTI  
306 EAST GOVERNMENT  
BRANDON, MS 39

RANKIN COUNTY MS  
THIS INSTRUMENT  
WAS FILED FOR  
RECORD

2002-12-3  
IN B 1000 P 477  
MURPHY ADKINS, CHY. CLK.  
BY C. Edwards D.C.

