

REVIEW OF EASTHAVEN ESTATES COMPOSITE COVENANTS

This review summary is an effort to cross reference the many Restrictive Covenants granted inside the many Sections of the Easthaven Estates subdivision and determine those covenants that have commonality throughout. This review is in no way to be taken as a legal document, only a quick reference guide subdivided by topics for ease of reference. For factual reference to any specific matter one should refer to their own recorded Covenants, Conditions and Restrictions granted at purchase of their respective lot and/or home.

Common Restrictions

Term of Covenants, Conditions and Restrictions

1. All Covenants, Conditions and Restrictions are to run with the real estate covered hereunder and shall be binding on all parties and all persons claiming under the same for a period of twenty-five (25) years from the date hereof, unless the owner(s) of sixty-five percent (65%) of the lots in said Easthaven Estates agree in writing to the amending of said covenants.
2. At the end of the twenty five year period said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the owners of lots and building sites hereunder covered, it is agreed to change said Covenants, Conditions and Restrictions in whole or in part.
3. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the terms hereof, it shall be lawful for any other person or persons owning real property situated in said development to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any provisions hereof, to prevent persons from so doing, or to recover damages or other dues for such violations.
4. Invalidation of any one of these Covenants, Conditions and Restrictions, or any part thereof, by Judgment of Court Order, shall in no wise affect any of the other provisions which shall remain in full force and effect.
5. These Declarations shall extend for the period of time as stated above, provided that not less than fifty-one percent (51%) of the then land owners may, within one year prior to the expiration of any ten year term, direct the termination of these Declarations if the same be in writing and recorded in the office of the Chancery Clerk of Rankin County, Mississippi; likewise, any provisions of terms of these Declarations may be amended at any time by an instrument signed by the owner or owners of not less than sixty-five percent (65%) of the lot owners, the same to be effective when said instrument is recorded in the aforesaid Chancery Clerk's office.

Building Structures

1. No building or structure shall be erected, placed or altered on any premises 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 exterior 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 its representatives.

2. No building or structure shall be located on any building site unless it conforms to the applicable yard requirements which shall be described in the warranty deed conveying title to each individual lot.
3. Each residence built on each building area or lot shall be faced or situated in a manner the Developer feels shall be the most proper direction.
4. No structure shall be built or placed on property unless it is neat and attractive and approved by Developer in writing.
5. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stores in Part I, and not to exceed two and one half (2 ½) stories in height in Parts II, III-A, III-B, IV-A, IV-B, IV-C, including private garages for no more than three (3) automobiles and servant's quarters included.

Building Lots

1. All lots shall be deemed as a residential lot.
2. In the event more than one lot is acquired (which lots are to be contiguous), whereon Owner proposes to build on single family dwelling, such will be subject to approval by the Developer and appropriate revision of utility easements and setbacks will be effectuated as to be compatible with such approved proposal.
3. No part of any residential lot may be sold in part from the remainder of respective lot. Nor shall any part of the lot be used for the purposes of building another residence.
4. Any building lot, solely at the discretion of the Developer, may be re-designated as common areas and/or parks, or recreational areas prior to the time such building area or lot is sold.
5. If a lot is so designated as common area or park/recreational area, at the Developers discretion, said Developer can have constructed on them such structures that the Developer may feel enhances such building areas or lots for use as common area or park/recreational area.
6. No building shall occupy more than 20% of the total area of the residential plot on which the same is located.
7. No lot or building area owner shall have any discretion as to the type or placement of culverts, but that the Developer will provide plans to each lot owner concerning the construction, design and location of culverts installed in drainage ditches and crossovers from the subdivision lots to owner's driveways.

Uses

1. No commercial or industrial uses shall be permitted and only single family residences shall be allowed.
2. No commercial activity shall be permitted other than needed by the Developer to affect the sale of lots and/or residences on said property.

3. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No business or trade shall be carried on from any residential building lot.

Plans Submission and Approval

1. Developer shall provide detailed plan to each lot owner concerning the construction, design and location of residential mail boxes, each owner agreeing to conform the same to the Developer's plans and specifications.
2. Each residence shall be expected to have a designated and visually screened area for the keeping of garbage cans and other trash containers.
3. Two sets of the proposed plans and specifications for each building, mailbox, culvert placement, on-site parking, and driveway specifications are to be submitted to Developer for review and approval, prior to the starting of any building, erection, or placing.
4. In the event of failure of the Developer or its representatives to approve or disapprove such design and location within thirty (30) days after proof said plans and specifications have been properly submitted, such approval will not be required, and full compliance with this Covenant will have been effected.
5. One set of the aforementioned plans shall be returned to the submitting party, evidencing the Developer's approval or evidencing notations as to changes or revisions which may be required for approval. The second set of plans shall be retained by the Developer or its representatives as evidence of the plan authorized for construction.

Lighting

1. Lighting shall be directed in such a manner as to not adversely affect adjoining properties.

Fencing and Sight Lines

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

Parking, Driveways, Automobiles, RVs, Machinery and Equipment

1. On-site parking shall be provided for each building site with a minimum standard of two parking sites dwelling unit; except as may otherwise be approved by the Developer or its representatives.
2. Each lot owner is expected to build and maintain a concrete or asphalt entrance drive connected to the garage of each dwelling from a street of the subdivision within six months from the time each new dwelling is completed.
3. 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.

4. No residential vehicle (RV) shall be parked or housed on the lot at any time, including but not limited to various campers, unless totally concealed within the garage of the house to be built on the lot.
5. No trailer, outside cellar, tent, shack, barn, or other outbuildings shall be erected at any time.

Mobile Homes, Travel Trailers, Motor Homes, Boats

1. The keeping, maintaining or storing of a mobile home, either with or without wheels, on any parcel of property covered by the Declarations is prohibited.
2. Motorboats, houseboats and other waterborne vehicles, travel trailers, motor homes, or other major pieces 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 representatives.
3. None of the aforementioned shall be maintained, stored or kept overnight on any streets or right-of-ways within this development.
4. No commercial vehicles shall be maintained, stored or kept on any streets or right-of-ways within this development.

Pets and Animals

1. No livestock shall be allowed on the subject property except one horse per two acres.
2. 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.
3. 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.
4. Hounds, beagles and various other dogs generally recognized as hunting and/or trailing 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.

Lake Issues

1. Developer expressly excepts and reserves from the conveyance of any lot, unless otherwise stated, whether adjoining or separate from the lake in said real estate hereunder covered, the ownership and also control of the use of any part of the lake including but not limited to swimming, boating, fishing, and/or hunting.
2. Further, any lot line adjoining said lake will legally and technically stop one foot short of the lake's current high water line, as determined by the current level at which water runs over the spillway and/or through the high water relief pipe currently in place in said lake, unless otherwise stated in the warranty deed conveying ownership of lot, as far as determining ownership of land at lakes shoreline, even if survey of lots show lots legal limits reach farther toward or into lake.

3. The lake itself, at Developer's discretion may be ultimately designated a common area or sold or disposed of in any other way so deemed by the Developer.
4. It is expressly understood and agreed that the Developer's responsibility for upkeep of the lake has ended with the building of said lake and that in no way does the Developer, and/or its successors and assigns have any responsibility for maintaining the lake in the present state, including but not limited to the water level, depth, and/or the silting in of said lake.
5. Further, lot owners expressly understand and agree that the undersigned Developer, and/or its successors and assigns assume no responsibility of liability for any accidents, illnesses, drowning, or damage of any kind, nature or character, which may occur in, on, or around said lake.

General Rules

1. There shall be no shooting of fire arms on said property or in said subdivision.
2. There shall be no permanent clothes line erected on subject property.
3. No hunting, trapping, capturing or killing of any the wild or domesticated birds or animals in said subdivision shall be permitted.
4. No dog pens shall be erected except those that might be totally concealed from roads in said subdivision, and concealed from adjoining lots and/or residences on said property.
5. There shall be no vegetable gardens on said property except those that are generally unobtrusive and fit into the natural beauty of the land, with such a determination being made by the Developer or its representatives.

Property Maintenance and Damage

1. Any builder or owner of a residential area or lot that is being built upon shall, during the time of construction be required to weekly clean the majority of debris off of lot that is being built upon in order to keep a scenic or natural look of general area.
2. No trash, debris, trees or underbrush cleaned off one lot may be moved onto another lot, nor allowed to remain on the lot being cleared for a length of time exceeding thirty (30) days.
3. Any damage to the property from fire, windstorm or other causes will be restored and repaired within six (6) months from the date of loss in Part I, and within eighteen (18) months in Parts II, III-A, III-B, IV-A, IV-B, and IV-C. If no structure or residence is rebuilt, then the lot will be cleaned and restored to its natural beauty.