

NED OWNERS HAVE CAUSED TO BE SURVEYED AND PLATED BY THE UNDERSIGNED CIVIL ENGINEER. IN  
ND LINDA F. WILSON, OWNERS, AND HARRY WALLING, CIVIL ENGINEER, HAVE SIGNED AND DELIVERED  
CERTIFICATE ON THIS THE 21 DAY OF Dec., 1977.

EM PT. 2

(PT 2 A-57 SAME AS 1)

Linda F. Wilson  
LINDA F. WILSON, OWNER

THE UNDERSIGNED  
SAID COUNTY AND  
S. P. AND LINDA F.  
ING, CIVIL  
NOWLEDGED TO ME  
THIS PLAT AND  
ED "EASTHAVEN  
ACT AND DEED ON

OFFICE ON THIS  
1977.

Rhodes  
chi DC.

HANCERY COURT,  
ER, HEREBY  
COMPARED THIS  
ES, PART II"  
E BY THE SAID  
AND IT IS AN  
THE WHOLE OF

DAY OF

Rhodes  
chi

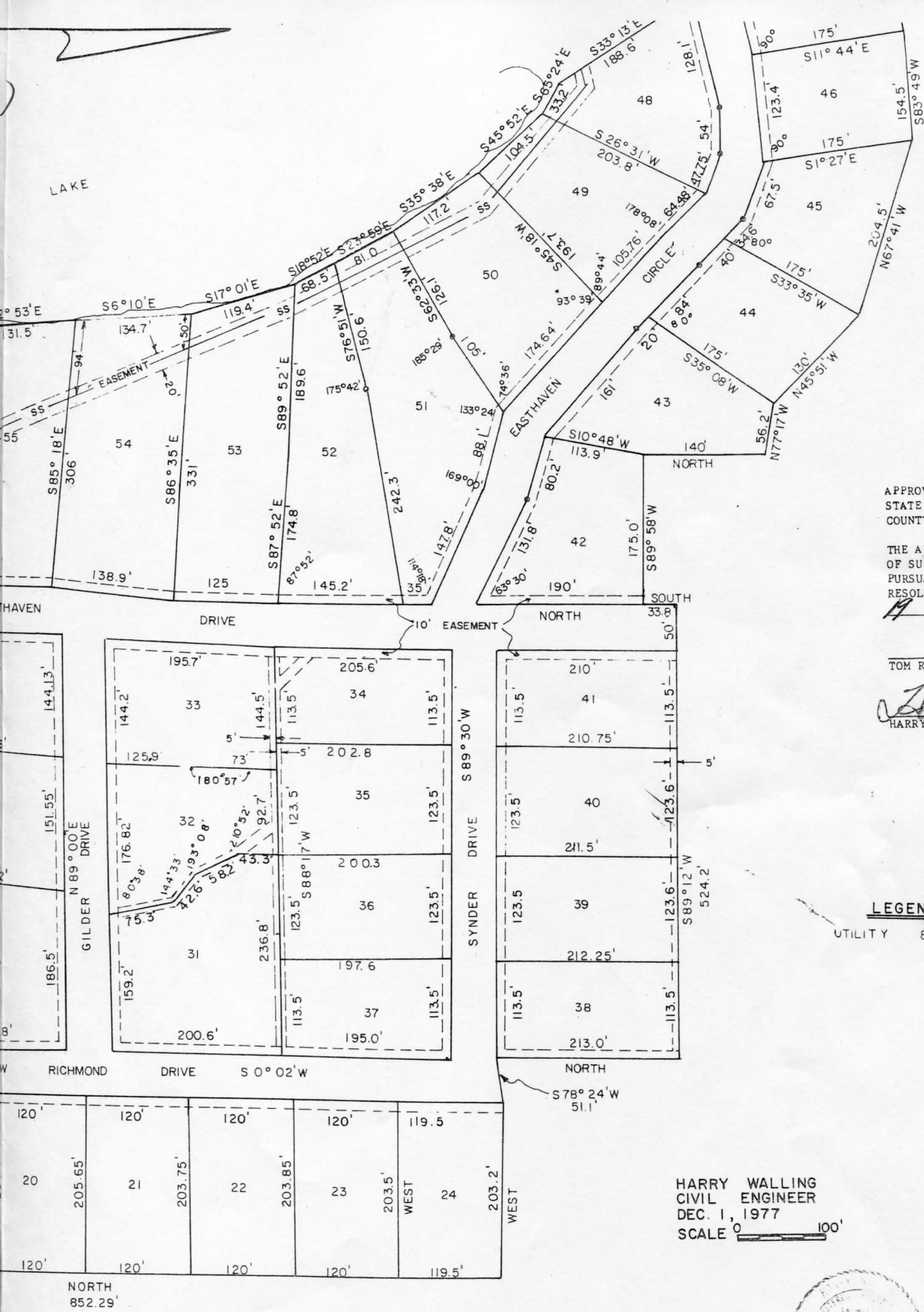
CHANCERY  
ID STATE DO  
PLAT OF  
FILED FOR  
DAY OF  
RECORDED  
THE  
JNTY,

OFFICE ON  
1977.

Rhodes  
chi



CORP  
BRAN



APPROVAL OF THE BOARD  
STATE OF MISSISSIPPI  
COUNTY OF RANKIN

THE ABOVE PLAT IS HI  
OF SUPERVISORS OF R  
PURSUANT TO THE AUT  
RESOLUTION OF SAID  
19 DAY OF 1977

*Tom Rives*  
TOM RIVES, PRESIDENT  
*Harry Walling*  
HARRY WALLING, CIVIL ENGINEER

**LEGEND**

UTILITY & DRAINAGE EA

HARRY WALLING  
CIVIL ENGINEER  
DEC. 1, 1977

SCALE 0 100'



Amendment Lot 49 only

For ~~Amendment~~ See Book 512  
Page 29.5 8/5/86  
JRL DEAN CHANCERY, Chancery Clerk  
L. Bander D.C.

Amendment (50)  
For ~~Amendment~~ See Book 680 Page 327

9-8-93  
Murphy Adkins, Chancery Clerk  
R. Lucken D.C.

DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS  
EASTHAVEN ESTATES, PART II  
RANKIN COUNTY, MISSISSIPPI

BOOK 360 PAGE 044

WHEREAS, the undersigned, Charles P. Wilson and Linda F. Wilson do hereby declare that they are the owners of that certain real estate known as Easthaven Estates, Part II, lying, located and being situated in Rankin County, Mississippi, and recorded in Plat Cabinet B, Slot 18, as filed for record in the office of the Rankin County Chancery Clerk, Brandon, Mississippi, the same being more particularly described as follows, scilicet:

Begin at the Northeast corner of Section 15, T5N, R3E, and go North for 852.29 feet, go West for 203.2 feet, go S 78° 24' W for 51.1 feet, go North for 213 feet, go S 89° 12' W for 524.2 feet, go South for 33.8 feet, go S 89° 58' W for 175 feet, go North for 140 feet, go N 77° 17' W for 56.2 feet, go N 45° 51' W for 130 feet, go N 67° 41' W for 204.5 feet, go S 83° 49' W for 154.5 feet, go S 77° 42' W for 177.5 feet, go S 35° 46' E for 244.5 feet, go S 33° 13' E for 188.6 feet, go S 65° 24' E for 33.2 feet, go S 45° 52' E for 104.5 feet, go S 35° 38' E for 117.2 feet, go S 23° 59' E for 81 feet, go S 18° 52' E for 68.5 feet, go S 17° 01' E for 119.4 feet, go S 6° 10' E for 134.7 feet, go S 2° 53' E for 131.5 feet, go S 2° 47' E for 139.5 feet, go S 0° 08' W for 252.8 feet to a point on the North line of Richmond Drive, go S 34° 00' E for 62 feet, go S 3° 50' E along a fence line for 573.9 feet, go N 86° 55' E for 237.1 feet, go N 3° 06' W for 91.6 feet, go N 76° 27' E for 313.8 feet, go N 70° 26' E for 205.6 feet, go S 64° 54' E for 124.37 feet, go S 63° 43' E for 156.7 feet, go N 66° 16' E for 38 feet, go N 23° 49' W for 248.9 feet, go N 19° 16' W for 240.6 feet, go N 7° 25' W for 76.9 feet, go N 7° 07' E for 131.7 feet, go S 86° 59' E for 164.5 feet to point of beginning.

Containing 44.4 acres, more or less, in the NE $\frac{1}{4}$  of Section 15 and the SE $\frac{1}{4}$  of Section 10, T5N, R3E, Rankin County, Mississippi.

WHEREAS, the undersigned Charles P. Wilson and Linda F. Wilson 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 preserve, so far as is practicable, the natural beauty and desirableness of all of said property; to guard against the erection thereon of poorly designed or proportioned structures

and to guard against structures built of improper or unsuitable materials; 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 adequately for a high type and quality of improvement in 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, scilicet:

A. No structures shall be erected, altered, placed or permitted to remain on any of the lots within said subdivision, unless specific written permission to the contrary given by the Developer, other than detached single-family dwelling, composing one home or one domicile, said structure not to exceed two and one-half (2 ½) stories in height including a private garage for not more than three automobiles. In the event more than one lot is acquired (which lots are to be contiguous), whereon Owner proposes to build one-single family dwelling, such will be subject to approval of Developer herein, and appropriate revision of utility easements set back, etc., will be effectuated as to be compatible with such approved proposal. There shall be no subdivision of a given 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-designated as common areas and/or parks, or recreational areas prior to the time such building area or lot is sold, and if so designated such building area and/or lots, can have constructed on them, at developers discretion, such structures that developer may feel enhances such building areas or lots



used as a common area, park, and/or recreational areas. Further, developer, at his 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 developement 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 to each owner of a single-family residential lot concerning the construction, design and location of residential mail boxes, each owner agreeing to conform the same to the Developer's plans and specifications. Further, each residence 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, it is expressly understood that no lot or building area owner shall have any discretion as to the type or placement of culverts, but that Developer will provide plans to each owner of a single family residential lot concerning the construction, design and location of culverts installed in drainage ditches and crossovers from the subdivision lots into the owners driveways. Further, on-site parking shall be provided for each building site with a minimum standard of two per dwelling unit; except as may otherwise be approved by the Developer or its representative(s). Further, each owner of each residential area is expected to build and maintain a concrete or asphalt entrance drive connected to the garage of each dwelling within six months from the time each new dwelling is completed, from a street of the subdivision adjoining such building area or lot. Further, any and all other driveways on each residential lot upon which a dwelling is constructed shall either be of concrete or asphalt, and be approved by the developer. 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, such plans to 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 as to 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 plan authorized for construction. In the event of failure of the Developer or its representative(s) 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. But if the plans and specifications are disapproved then lot owner shall be entitled to resell the said lot back to developer at the same price he originally paid to developer without any interest or carrying charges, further reimbursement, damages, or penalty due lot owner; other than the said original purchase price.

C. 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. Such applicable yard requirements will be at the Developers discretion based on what said Developer feels would be the best and most pleasing applicable yard requirements for each individual building area or lot. Further, each residence built on each building area or lot will be faced or situated in a manner the developer feels, at his discretion, will be the most proper direction.

D. No 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.

E. 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 exceptions that 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 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.

F. 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).

G. 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.

H. 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.

I. Developer or its representative(s) 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 may include, but not necessarily be limited to, swimming pools, tennis courts, bike trails, hiking trails, sidewalks, streets, boulevards, rights-of-ways and parking areas. But it is expressly understood that the undersigned and/or its successors and assigns assume no responsibility or liability for any accidents, illnesses, drownings or damages of any kind, nature or character, which may occur on such property designated by Developer or its representative(s) as Common Area, as may belong to the undersigned and/or its successors or assigns as shall be included in the hereinabove described property.

J. It is expressly understood of anyone that buys a building area or lot after these restrictions are filed, that any damage to the property, and/or residence, located on any building area and/or lot from fire, windstorm, or any other causes, will be restored and repaired within 18 months from the date of the loss, or if no structure or residence is rebuilt then the lot will be cleaned and restored to its natural beauty.

K. There will be no shooting of fire arms on said property or in said subdivision.

L. There will be no permanent clothes lines erected on subject property.

M. No hunting, trapping, capturing or killing of any of the wild or domesticated birds or animals in said subdivision shall be permitted.

N. No commercial activity shall be permitted other than needed by Developer, solely at Developer's discretion, to effect the sale of lots and/or residences on said property. No noxious or offensive trade or activity shall be carried on upon any lot.

O. 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.

P. There will 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 solely by the Developer. Such determination will be considered as having not been in favor of such a garden unless residential lot owner has a dated and signed statement from Developer which must be renewed in writing every calendar year in order for the garden to be replanted each year.

Q. 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 on in order to keep a scenic or natural look of general area. Further, no trash, debris, trees or underbrush cleaned off one lot may be moved onto another lot not allowed to remain on lot being cleared for a length of time exceeding thirty (30) days.

R. 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 the control of the use of any part of the lake including but not limited to swimming, boating, fishing, and/or hunting. Further, any lot line adjoining said lake will legally and technically stop one foot short of the lakes 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 shore line, even if survey of lots shows lots legal limits reach farther toward or into lake. The lake itself, at Developers discretion may be ultimately designated a common area or sold or disposed of in any other way so deemed by the Developer. Further, it is expressly understood and agreed to that developers 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. Further, lot owners expressly understand and agree that the undersigned developer, and/or its successors and assigns assume no responsibility or liability for any accidents, illnesses, drownings, or damages of any kind, nature or character, which may occur in, on, or around said lake.

S. These 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 or owners of Sixty-Five Percent (65%) of the lots in said Easthaven Estates, Part II, agree in writing to the amending of said covenants, conditions and restrictions. At the end of twenty five years said covenants shall be automatically extended for successive periods of Ten (10) Years, unless by vote of a majority of the then owners of the lots and building sites hereunder covered, it is agreed to change said Covenants, Conditions and Restrictions in whole or in part. 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 any 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 him or them from so doing, or to recover damages or other dues for such violation.

T. Invalidation of any one of these Covenants, Conditions and Restrictions, or any part thereof, by Judgment or Court Order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

U. These Declarations shall extend for the period of time as is covered under Section S above, provided that not less than Fifty-One Percentum (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 or 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.

IN WITNESS WHEREOF, these Declarations of Protective Covenants,  
Conditions and Restrictions have been executed on this the 30  
day of December, 1977.

Charles P. Wilson  
CHARLES P. WILSON

Linda F. Wilson  
LINDA F. WILSON

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority  
in and for said County and State, the within named Charles P.  
Wilson and wife, Linda F. Wilson, who acknowledged that they  
signed and delivered the above and foregoing instrument on the  
date therein mentioned.

Given under my hand and seal of office this 30 day of  
December, 1977.

My Commission Expires:

Irl Dean Rhodes  
CHANCERY CLERK

by D. B. B. D.C.

My Commission Expires January 1, 1978

RANKIN COUNTY, MISS.  
THIS INSTRUMENT WAS  
FILED FOR RECORD

77 12-30 AM 8:55  
IN 3100 P 44  
IRL DEAN RHODES, CHY. CLK.  
BY JB D.C.

15-5-3  
NE  
10-5-3  
SE

BOC/504 PAGE 591

DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS  
EASTHAVEN ESTATES, PART II, AMENDED  
RANKIN COUNTY, MISSISSIPPI

WHEREAS, the undersigned, EASTHAVEN ESTATES, INC., does hereby declare that they are the owners of the certain real estate known as Easthaven Estates, Part II, Amended, lying, located and being situated in Rankin County, Mississippi, and recorded in Plat Cabinet B, Slot 24, as filed for record in the office of the Rankin County Chancery Clerk, Brandon, Mississippi, the same being more particularly described as follows, scilicet:

Begin at the Northeast corner of Section 15, T5N, R3E, go Northerly along a painted line for 852.29 feet, go West for 196.5 feet, go S 78°24'W for 51.1 feet, go North for 213 feet, go S 89°12'W for 524.2 feet, go South for 33.8 feet, go S 89°58'W for 175 feet, go North for 140 feet, go N 77°17'W for 56.2 feet, go N 45°51'W for 130 feet, go N 67° 41'W for 204.5 feet, go S 83°49'W for 154.5 feet, go S 77°42'W for 177.5 feet, go S 35°46'E for 244.5 feet, go S 33°13'E for 188.6 feet, go S 65° 24'E for 33.2 feet, go S 45° 52'E for 104.5 feet, go S 35° 38'E for 117.2 feet, go S 23° 59'E for 81 feet, go S 18° 52'E for 68.5 feet, go S 17°01'E for 119.4 feet, go S 6°10'E for 134.7 feet, go S 2° 53'E for 131.5 feet, go S 2° 47'E for 139.5 feet, go S 0° 08'W for 252.8 feet to a point on the North line of Richmond Drive, go S 41°48'E for 51 feet, go S 3° 50'E along a fence line for 587.7 feet, go N 86° 55' E for 237.1 feet, go N 3° 06'W for 91.6 feet, go N 76° 27'E for 313.8 feet, go N 70° 26'E for 205.6 feet, go S 64°54'E for 124.37 feet, go S 63° 43'E for 156.7 feet, go N 66°16'E for 38 feet, go N 23°49'W for 248.9 feet, go N 19° 16'W for 240.6 feet, go N 7° 25'W for 76.9 feet, go N 7° 07'E for 131.7 feet, go S 86° 59'E for 164.5 feet to a point of beginning.

Containing 44.4 acres, more or less, in the NE¼ of Section 15 and the SE¼ of Section 10, T5N, R3E, Rankin County, Mississippi, also known as Easthaven Estates Part II.

WHEREAS, the undersigned EASTHAVEN ESTATES, INC., hereinafter referred to as "Developer", desires to specify the Protective Covenants, Conditions and Restrictions as shall be applicable to the various lands 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 preserve, so far as is practicable, the natural beauty and desirableness of all of said property; to guard against the erection thereon of poorly designed or proportioned structures

263/124  
360/44  
363/195  
504/591



and to guard against structures built of improper or unsuitable materials; 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 adequately for a high type and quality of improvement in 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, scilicet:

A. No structures shall be erected, altered, placed or permitted to remain on any of the lot within said subdivision, unless specific written permission to the contrary given by the Developer, other than detached single-family dwelling, composing one home or one domicile, said structure not to exceed two and one-half (2½) stories in height including a private garage for not more than three automobiles. In the event more than one lot is acquired (which lots are to be contiguous), whereon Owner proposes to build one-single family dwelling, such will be subject to approval of Developer herein, and appropriate revision of utility easements set back, etc., will be effectuated as to be compatible with such approved proposal. There shall be no subdivision of a given 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-designated as common areas and/or parks, or recreational areas prior to the time such building area or lot is sold, and if so designated such building area and/or lots, can have constructed on them, at developers discretion, such structures that developer may feel enhances such building areas or lots

used as a common area, park, and/or recreational areas. Further, Developer, at his 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 to each owner of a single-family residential lot concerning the construction, design and location of residential mail boxes, each owner agreeing to conform the same to the Developer's plans and specifications. Further, each residence 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, it is expressly understood that no lot or building area owner shall have any discretion as to the type or placement of culverts, but that Developer will provide plans to each owner of a single family residential lot concerning the construction, design and location of culverts installed in drainage ditches and crossovers from the subdivision lots into the owners driveways. Further, on-site parking shall be provided for each building site with a minimum standard of two per dwelling unit; except as may otherwise be approved by the Developer or its representative(s). Further, each owner of each residential area is expected to build and maintain a concrete or asphalt entrance drive connected to the garage of each dwelling within six months from the time each new dwelling is completed, from a street of the subdivision adjoining such building area or lot. Further, any and all other driveways on each residential lot upon which a dwelling is constructed shall either be of concrete or asphalt, and be approved by the developer. 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, such plans to 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 as to 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 plan authorized for construction. In the event of failure of the Developer or its representative(s) 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. But if the plans and specifications are disapproved then lot owner shall be entitled to resell the said lot back to developer at the same price he originally paid to developer without any interest or carrying charges, further reimbursement, damages, or penalty due lot owner; other than the said original purchase price.

C. 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. Such applicable yard requirements will be at the Developers discretion based on what said Developer feels would be the best and most pleasing applicable yard requirements for each individual building area or lot. Further, each residence built on each building area or lot will be faced or situated in a manner the developer feels, at his discretion, will be the most proper direction.

D. No 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.

E. 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 exceptions that 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 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.

F. 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).

G. 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.

H. 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.

I. Developer or its representative(s) 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 may include, but not necessarily be limited to, swimming pools, tennis courts, bike trails, hiking trails, sidewalks, streets, boulevards, rights-of-ways and parking areas. But it is expressly understood that the undersigned and/or its successors and assigns assume no responsibility or liability for any accidents, illnesses, drownings or damages of any kind, nature of character, which may occur on such property designated by Developer or its representative(s) as Common Area, as may belong to the undersigned and/or its successors or assigns as shall be included in the hereinabove described property.

J. It is expressly understood of anyone that buys a building area or lot after these restrictions are filed, that any damage to the property, and/or residence, located on any building area and/or lot from fire, windstorm, or any other causes, will be restored and repaired within 18 months from the date of the loss, or if no structure or residence is rebuilt then the lot will be cleaned and restored to its natural beauty.

K. There will be no shooting of fire arms on said property or in said subdivision.

L. There will be no permanent clothes lines erected on subject property.

M. No hunting, trapping, capturing or killing of any of the wild or domesticated birds or animals in said subdivision shall be permitted.

N. No commercial activity shall be permitted other than needed by Developer, solely at Developer's discretion, to effect the sale of lots and/or residences on said property. No noxious or offensive trade or activity shall be carried on upon any lot.

O. 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.

P. There will be no vegetable gardens on said property except those

BOOK 504 PAGE 597

that are generally unobtrusive and fit into the natural beauty of the land, with such a determination being made solely by the Developer. Such determination will be considered as having not been in favor of such a garden unless residential lot owner has a dated and signed statement from Developer which must be renewed in writing every calendar year in order for the garden to be replanted each year.

Q. 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 on in order to keep a scenic or natural look of general area. Further, no trash, debris, trees or underbrush cleaned off one lot may be moved onto another lot nor allowed to remain on lot being cleared for a length of time exceeding thirty (30) days.

R. 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 the control of the use of any part of the lake including but not limited to swimming, boating, fishing, and/or hunting. 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 lake's shore line, even if survey of lots shows lots legal limits reach farther toward or into lake. The lake itself, at Developers discretion may be ultimately designated a common area or sold or disposed of in any other way so deemed by the Developer. Further, it is expressly understood and agreed to that developers 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. Further, lot owners expressly understand and agree that the undersigned developer, and/or its successors and assigns assume no responsibility or liability for any accidents, illnesses, drownings, or damages of any kind, nature or character, which may occur in, on, or around said lake.

S. These 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 or owners of Sixty-Five Percent (65%) of the lots in said Easthaven Estates, Part II, agree in writing to the amending of said covenants, conditions and restrictions. At the end of twenty-five years said covenants shall be automatically extended for successive periods of Ten (10) Years, unless by vote of a majority of the then owners of the lots and building sites hereunder covered, it is agreed to change said Covenants, Conditions and Restrictions in whole or in part. 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 any 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 him or them from so doing, or to recover damages or other dues for such violation.

T. Invalidation of any one of these Covenants, Conditions and Restrictions, or any part thereof, by Judgement or Court Order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

U. These Declarations shall extend for the period of time as is covered under Section S above, provided that not less than Fifty-One Percentum (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 or 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 lots owners, the same to be effective when said instrument is recorded in the aforesaid Chancery Clerk's office.

504 599

IN WITNESS WHEREOF, these Declarations of Protective Covenants  
Conditions and Restrictions have been executed on this the 4th  
day of April, 1986.

EASTHAVEN ESTATES, INC.

BY: Charles P. Wilson  
Charles P. Wilson, President

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me the undersigned authority, in  
and for the jurisdiction aforesaid CHARLES P. WILSON, who acknowledged  
to me that he is the President of Easthaven Estates, Inc. and that for and  
on behalf of said corporation, he signed and delivered the above and fore-  
going instrument of writing on the day and year therein mentioned, he  
having been first duly authorized so to do.

GIVEN under my hand and seal, this the 4th day of  
April, 1986.

Cheryl Allen  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires March 7, 1990

RANKIN COUNTY MS  
THIS INSTRUMENT  
WAS FILED FOR  
RECORD

4-11 AM 9:55  
IN B 504 P 597  
IRL DEAN RHODES, CHY. CLK.  
BY AMP D.C.



WARRANTY DEED WITH RESTRICTIVE COVENANTS

464 111

FOR AND IN CONSIDERATION of the Sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations hereby acknowledged, We, EASTHAVEN ESTATES, INC., P. O. Box 367, Brandon, Mississippi, 39042 do hereby sell, convey and warrant, subject to the conditions, exceptions and reservations hereinafter set forth, unto EASTHAVEN BUILDING FUND, INC., whose address is P. O. Box 367, Brandon, Mississippi 39042, the following described lands lying and being located in Rankin County, Mississippi, to-wit:

• Lots 18, 57A and 57B, EASTHAVEN ESTATES, PART II AMENDED, a subdivision in said County, according to a map or plat thereof now on file and of record in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi in Plat Cabinet B, Slot 18 and Plat Cabinet B, Slot 131 thereof, reference to which is hereby made.

This conveyance is subject to Protective Covenants of Easthaven Estates, Part II, Amended, as recorded in the office of the Chancery Clerk, Rankin County, Mississippi, in Book 363 at Page 195 and amended in Book 417 at Page 503.

This conveyance is subject to all prior reservations of oil, gas and other minerals, and grantor hereby reserves unto himself and remaining oil, gas and other minerals presently owned by Grantor.

This conveyance is subject to prior easements and rights of way including easements and right of ways shown on the above recorded plat, and Grantor hereby reserves a perpetual seven and one half (7-1/2) foot utility easement on every and all sides of said property extending from the property lines of said property for a distance of seven and one half (7-1/2) feet into the property hereby being conveyed. Further, Grantor hereby reserves a perpetual fifteen (15) foot easement centered on any presently installed electric line, sewer line, water line, telephone line, gas line, or any other utility line, presently in place on said

property, even if such utility line does not follow an easement or right of way line presently recorded or platted.

All easements previously reserved or hereby reserved shall be with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water lines, electricity lines, telephone lines, gas lines, sewer lines, or other utility lines.

As part of the consideration for the conveyance of this property, Buyer is to assume the responsibility of locating the sewer service to said property, and to take precautions that the sewer line's elevation corresponds to the house's sewer elevation properly.

The minimum size of any home allowed to be built on this property is 2,000 square feet of heated area.

Further, this Deed, together with all writings referred to herein, contains the entire agreement and understanding between the parties concerning the property herein and the entire subdivision referred to herein. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in this Deed or the writings heretofore referred to. All prior understandings, terms, or conditions are deemed merged in this Deed. This Deed cannot be changed or supplemented orally.

WITNESS my signature, this the 24th day of May, 1984.

EASTHAVEN ESTATES, INC.

BY: Charles P. Wilson  
CHARLES P. WILSON, ITS PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for said county and state, CHARLES P. WILSON, who duly acknowledged to me that he is President of Easthaven Estates,

464 113

Inc., and that he signed and delivered the above and foregoing instrument on the day and year therein shown being duly authorized so to do, for the capacity and for the purpose therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 11 day of

January, 1984.

Ann C. Loe  
NOTARY PUBLIC

My Commission Expires:  
1985

RANKIN COUNTY MS  
THIS INSTRUMENT  
WAS FILED FOR  
RECORD

84 5-25 455  
IN B 464 111  
IRL DEAN RHODES, CHY. CLK.  
BY 135 D.C.