





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

WHEREAS, the undersigned, EASTHAVEN ESTATES, INC., does hereby declare that they are the owners of that certain real estate known as Easthaven Estates, Part III A, lying, located and being situated in Rankin County, Mississippi, and recorded in Plat Cabinet B, Slot 49, as filed for record in the office of the Rankin County Chancery Clerk, Brandon, Mississippi, the same being more particularly described as follows, scilicet:

Commence at the SE corner of Section 10, T5N, R3E, and go northerly along a painted line for 852.29 feet to the NE corner of Lot 24, Easthaven Estates, Part II, Amended Subdivision, as recorded in Rankin County Chancery Clerk office, which is P.O.B. from the P.O.B. continue northerly along said painted line for 642.8 feet, go S 89° 26' W for 716.0 feet, go S 89° 55' W for 50 feet, go N 0° 31' W for 10 feet, go S 87° 07' W for 176.5 feet, go S 0° 10' E for 334.01 feet to the NE corner of Lot 43 of said subdivision, go South for 140 feet, go N 89° 58' E for 175 feet, go North for 33.8 feet, go N 89° 12' E for 524.2 feet, go South for 213 feet, go N 78° 24' E for 51.1 feet, go East for 196.5 feet to the P.O.B. containing 9.61 acres, more or less, in the E½ of SE¼ of Section 10, T5N, R3E, Rankin County, Mississippi.

WHEREAS, the undersigned EASTHAVEN ESTATES, INC., herein-after 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 .

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 1/2) 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 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. Invalidity 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 in this the 3rd day of January, 1979.

EASTHAVEN ESTATES, INC.

BY Charles P. Wilson  
CHARLES P. WILSON, President

BY Linda F. Wilson  
LINDA F. WILSON, Sec./Tres.

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 Linda F. Wilson who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, as the act and deed.

Given under my hand and official seal of office, this 3rd day of January, 1979.

Irle Dean Rhodes, Charles P. Wilson  
Maureen D. Brumback, D.C.  
NOTARY PUBLIC  
My commission expires

My Commission Expires January 1, 1980

RANKIN COUNTY, MISS.  
THIS INSTRUMENT WAS  
FILED FOR RECORD BY MB D.C.  
IN B 378 P 659  
IRLE DEAN RHODES, CHY. CLK.  
'79 1-3 RM 3:50

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

WHEREAS, the undersigned, EASTHAVEN ESTATES, INC., does hereby declare that they are the owners of that certain real estate known as Easthaven Estates, Part III-B, AMENDED, lying, located and being situated in Rankin County, Mississippi, and recorded in plat cabinet B, slot 96, 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 SW corner of lot 47 of EASTHAVEN ESTATES PART II AMENDED, as recorded in the Rankin County Chancery Clerk's office and go N 35 degrees 46' W for 190 feet, go N 35 degrees 44' W for 175.15 feet, go N 87 degrees 31' W for 141.08 feet, go N 65 degrees 54' W for 49.73 feet, go S 89 degrees 31' W for 90.1 feet, go N 89 degrees 45' W for 197.9 feet, go S 0 degrees 31' E for 299.99 feet, go South for 62.4 feet, go S 0 degrees 55' E for 62.5 feet, go S 0 degrees 27' E for 109.85 feet, go S 46 degrees 41' E for 70 feet, go S 46 degrees 43' E for 134.55 feet, go S 46 degrees 44' E for 399.74 feet, go S 79 degrees 14' E for 183.09 feet, go N 74 degrees 08' E for 193.9 feet, go N 22 degrees 02' E for 226.05 feet, go N 24 degrees 36' W for 119.58 feet, go N 33 degrees 38' W for 73.76 feet, go N 34 degrees 56' E for 31.22 feet, go N 33 degrees 13' W for 188.6 feet, go N 35 degrees 46' W for 54.5 feet to the point of beginning, containing 13.27 acres, more or less, in the W $\frac{1}{2}$  of SE $\frac{1}{4}$  and SE $\frac{1}{4}$  of section 10, T5N, R3E, City of Brandon, Rankin County, Mississippi. Less and except the following described tract of land: commence at the SW corner of lot 47 of Easthaven Estates, Part II Amended, as recorded in the Rankin County Chancery Clerk's office and go S 66 degrees 30' W for 130 feet to the POB. from the POB go N 38 degrees 54' W for 173.77 feet, go S 76 degrees 26' W for 70.06 feet to a point on the easterly line of a proposed street, from said point go southerly along an arc with a radius of 50 feet and a chord of S 15 degrees 12' W for 49.28 feet, go S 14 degrees 59' E along said easterly line for 182.25 feet, go S 79 degrees 27' E along said easterly line for 80.53 feet, go N 18 degrees 28' E along the northerly line of a proposed street for 67.17 feet, go N 37 degrees 19' E along said northerly line for 70.12 feet to the POB. Being a lot containing 0.68 acres, more or less, in the W $\frac{1}{2}$  of SE $\frac{1}{4}$  of section 10, T5N, R3E, City of Brandon, Rankin County, Mississippi.

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

3B



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, acilicet:

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 1/2) 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 H 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

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 3B, 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.

BGL 416 PAGE 273

IN WITNESS WHEREOF, these Declarations of Protective  
Covenants, Conditions and Restrictions have been executed  
in this the 27 day of March 1981.

EASTHAVEN ESTATES, INC.

BY Charles P. Wilson  
CHARLES P. WILSON, PRESIDENT

BY Linda F. Wilson  
LINDA F. WILSON, Sec./Tres.

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

PERSONALLY APPEARED before me, Irl Dean Rhodes  
the undersigned authority in and for said county and state,  
the within named Charles P. Wilson and Linda F. Wilson  
who acknowledged that they signed and delivered the  
foregoing instrument on the day and year therein mentioned,  
as their act and deed. Given  
under my hand and official seal, at office, this 27 day  
of March A.D., 1981.

Chancery Clerk: Irl Dean Rhodes  
D.C. : Mr. Rhodes

My commission expires: 1-1-84

RANKIN COUNTY MS  
THIS INSTRUMENT  
WAS FILED FOR  
RECORD  
BY 3-27 PM 3:50  
IN S 416 P. 266  
IRL DEAN RHODES, CHY. CLK.  
BY MB D.C.

