



Amended

DECLARATION OF PROTECTIVE COVENANTS FOR OAK HAVEN SUBDIVISION  
AND WILL ALSO OVER RIDE A PREVIOUS ADMENDMENT DATED MAY 22<sup>ND</sup> 2015.

Book 989 Page 326-332

2017-6002

Number 15. Each dwelling shall be constructed with at least 1800 square feet of heated and cooling living area under roof, excluding carport, attached garage and unenclosed porches. The minimum pitch of the roofs on the main body of all dwellings shall be 7/12 pitches. All houses must be at least 50% brick or stucco. All dwellings must have a 2 car garage attached to the main house. All houses must use Architectural Shingles.

Number 17. Any separate structures such as equipment sheds, animal shelters, green houses, out buildings, or storage buildings must be placed to the side or rear of dwelling. Such structure shall not be constructed or used until the dwelling on the lot is completed or under construction and must be built out of the same material as the house. No metal buildings.

Number 23. The first sentence of number 23 states a clean and slightly appearance of Oak Haven. Slightly was a misspelled word and should say sightly.

Number 24. No wire fences will be allowed. Fences must be built out of plastic, wood or iron. Fences must be kept up at all times. Before a fence is constructed, plans should be submitted to the architectural review committee for approval before construction.

WITNESS the signature of Capital Investment, LLC, a Mississippi limited Liability Company upon this 20 day of July A.D. 2017.

Capital Investment, LLC a Mississippi  
Limited Liability Company

By: [Signature]

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 20<sup>th</sup> day of July, 2017. Within my jurisdiction, the within named, DAVID ALLISON, who acknowledged that he is a managing member of Capitol Investment, LLC, a Mississippi Company and that for and on behalf of the said corporation, and as its act and deed he signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 20<sup>th</sup> day of July A.D. 2017.

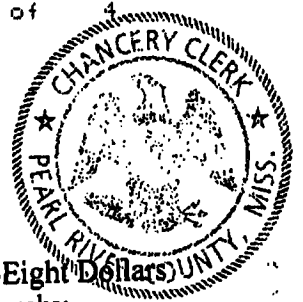
[Signature]  
Notary Public



Chancery Clerk's Office  
Pearl River County, Mississippi  
I certify the instrument  
was filed and recorded  
JUNE 2 2009 12:25:00PM  
Book 0995 Page 135 Thru 88  
Instrument 200905703 Page 1 of  
Witness my hand and seal  
David Earl Johnson

995-85

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER



**RIGHT OF WAY EASEMENT**

For and in consideration of the sum of Two Thousand Five Hundred Eighty-Eight Dollars and 18/100 (\$2,588.18), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, CAPITAL INVESTMENTS, L.L.C. (Grantor) does hereby grant, bargain, sell, convey and transfer unto PEARL RIVER COUNTY UTILITY AUTHORITY (Grantee), a public body corporate and politic constituting a political subdivision of the State of Mississippi, a permanent and perpetual right-of-way and easement twenty-five (25) feet in width on, over and across property of Grantor located in Pearl River County, Mississippi, for the location, construction, installation, operation, maintenance, alteration, repair and patrol of an underground water pipeline and an underground sewer pipeline, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the right-of-way, and the right of ingress and egress to and from the right-of-way, and being more particularly described as follows, to-wit:

A perpetual easement 25 feet in width located parallel with and adjacent to the east side of right of way of Federal Aid Project Number 93 Reopened, U.S. Hwy 11, between Station 285+01.80 and Station 309+13.59, over and across the property of the Grantor, as described in Deed Book 860 at Page 18 LESS part in Book 966 at Page 622, located in the SE ¼ of the SW ¼ of Section 7, Township 2 South, Range 15 West and the NE ¼ of the SW ¼ of Section 7, Township 2 South, Range 15 West, and NW ¼ of the SE ¼ of Section 7, Township 2 South, Range 15 West, and SW ¼ of the SE ¼ of Section 7, Township 2 South, Range 15 West, and SE ¼ of the SE ¼ of Section 7, Township 2 South, Range 15 West, and NE ¼ of the SE ¼ of Section 7, Township 2 South, Range 15 West, and SE ¼ of the NE ¼ of Section 7, Township 2 South, Range 15 West, Pearl River County, Mississippi, containing 1.39 acres, more or less. (PRCUA Parcel W1-3-51, County Tax Parcel No. 2153070000001700).

The Grantor acknowledges and understands the legal rights to just compensation and hereby agrees that the hereinabove mentioned cash consideration constitutes full just compensation, including any and all damages, for the right-of-way and easement hereby conveyed and waive any additional or further appraisal.

WITNESS the signature of the Grantors on this, the 28 day of May 2009.

CAPITAL INVESTMENTS, L.L.C.

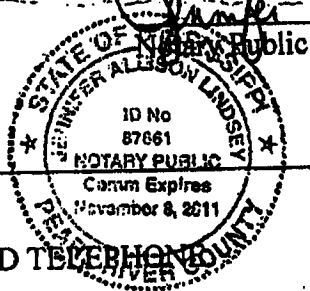
By: David Roberts

Title: Manager

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, on this 28<sup>th</sup> day of May, 2009, David Allison, as Manager of Capital Investments, L. L. C., and executed the foregoing instrument, after first having been duly authorized so to do.

*Signature: Allison Lindsey*



My Commission Expires: \_\_\_\_\_

GRANTORS' ADDRESS AND TELEPHONE  
Capital Investments, L.L.C.  
803 Memorial Boulevard, Suite C  
Picayune, MS 39466 *Phone: N/A*

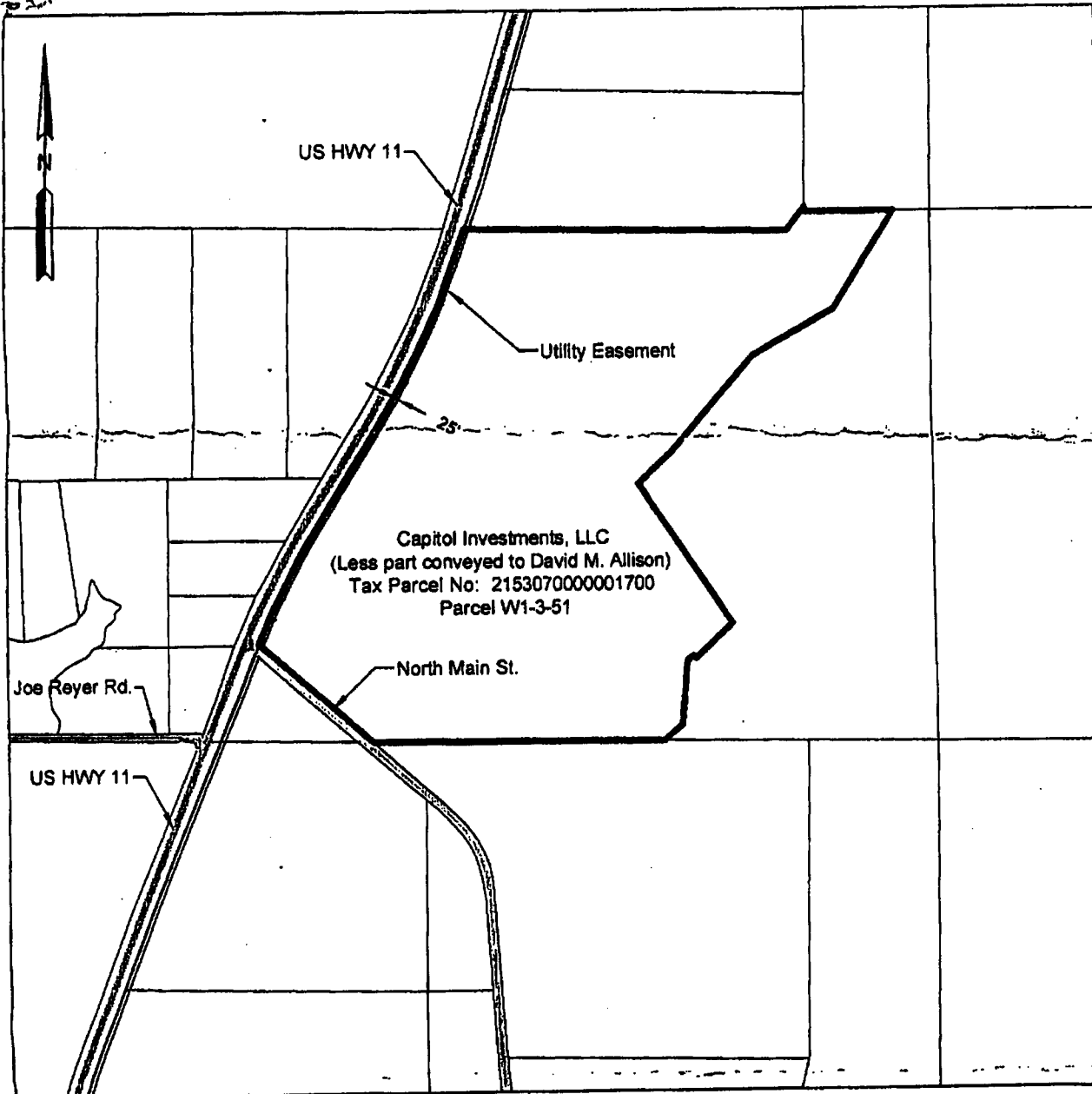
GRANTEE'S ADDRESS AND TELEPHONE  
Pearl River County Utility Authority  
P. O. Box 699  
Picayune, MS 39466  
Telephone: 601-799-5259

Indexing Instructions: SE ¼ of the SW ¼ of Section 7, Township 2 South, Range 15 West and the NE ¼ of the SW ¼ of Section 7, Township 2 South, Range 15 West, and NW ¼ of the SE ¼ of Section 7, Township 2 South, Range 15 West, and SW ¼ of the SE ¼ of Section 7, Township 2 South, Range 15 West, SE¼ of the SE ¼ of Section 7, Township 2 South Range 15 West, and NE¼ of the SE ¼ of Section 7, Township 2 South Range 15 West, and SE¼ of the NE ¼ of Section 7, Township 2 South Range 15 West, Pearl River County, Mississippi

Prepared by: *JKW*

Butler, Snow, O'Mara, Stevens & Cannada, PLLC  
Attn: Jeffrey T. Hollimon, MSB #2531  
P. O. Drawer 4248  
Gulfport, MS 39502  
Telephone: (228) 864-1170

Jackson 3599465v.1



Drawn By:	M. Salva
Checked By:	B. Wallace
Scale:	1"=800'
Date:	August 2008
By:	
Revisions:	
Date:	
No.:	

**DUNGAN**  
  
**Engineering, PA**  
 Consulting Engineers

229 County Road  
 Pearlane, MS 38969  
 (601) 798-7627  
 (7) 601-798-6446

**PEARL RIVER COUNTY UTILITY AUTHORITY**  
 PRCA-02-W1 - Poplarville Regional Water Supply System  
 Phase #1 - Water Distribution  
 Pearl River County, Mississippi

Consent: Easement Plat for Parcel W1-3-51

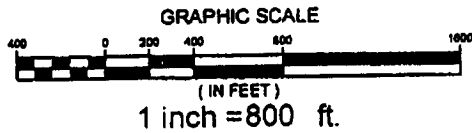
**Easement Description:**

A perpetual easement 25 feet in width located parallel with and adjacent to east side of the right-of-way of Federal Aid Project Number 93 Reopened, U.S. Hwy 11, between Station 285+01.80 and Station 309+13.59, over and across the property of the grantor. The easement is located in the SE 1/4, SW 1/4, Section 7, Township 2-S, Range 15-W, and NE 1/4, SW 1/4, Section 7, Township 2-S, Range 15-W, and NW 1/4, SE 1/4, Section 7, Township 2-S, Range 15-W, and SW 1/4, SE 1/4, Section 7, Township 2-S, Range 15-W, and SE 1/4, SE 1/4, Section 7, Township 2-S, Range 15-W, and NE 1/4, SE 1/4, Section 7, Township 2-S, Range 15-W, and SE 1/4, NE 1/4, Section 7, Township 2-S, Range 15-W, Pearl River County, Mississippi, Parcel No. 2153070000001700, and contains 1.39 acres, more or less.

**Capitol Investments, LLC  
 (Less part conveyed to David M. Allison)**

Existing Parcel Acreage: 118.67±  
 Length of Easement: 2,418.62±  
 Acreage Of Easement: (1.39±)  
 Remaining Parcel Acreage: 117.28±

This plat is for the purpose of illustrating the property required to construct this project. It is not intended for use as an official boundary survey.



Job No. 2196005

Sheet No.

1

1099-6137



Chancery Clerk's Office  
Pearl River County, Mississippi  
I certify the instrument  
was filed and recorded  
JUNE 1 2015 01:30:00PM  
Book 1099 Page 6137 Thru 6194  
Instrument 201504512 Page 1 of 8  
Witness my hand and seal  
David Earl Johnson

### Amended

### DECLARATION OF PROTECTIVE COVENANTS FOR OAK HAVEN SUBDIVISION

Book 989 Page 326-332

Number 15. Each dwelling shall be constructed with at least 1400 square feet of heated and cooling living area under roof, excluding carport, attached garage and unenclosed porches. The minimum pitch of the roofs on the main body of all dwellings shall be 7/12 pitches. All houses must be 50% brick or stucco. All dwellings must have a 2 car garage. All houses must use Architectural Shingles.

WITNESS the signature of Capital Investment, LLC, a Mississippi limited Liability Company upon this 22<sup>nd</sup> day of May A.D. 2015.

Capital Investment, LLC a Mississippi  
Limited Liability Company

By: David Allison

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 22<sup>nd</sup> day of May, 2015. Within my jurisdiction, the within named, DAVID ALLISON, who acknowledged that he is a managing member of Capitol Investment, LLC, a Mississippi Company and that for and on behalf of the said corporation, and as its act and deed he signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 22<sup>nd</sup> day of May A.D. 2015.

Jennifer Allison Lindsey  
Notary Public

My Commission Expires:





Book 989 page 326-332

**DECLARATION OF PROTECTIVE COVENANTS FOR  
OAK HAVEN SUBDIVISION**

Chancery Clerk's Office  
Pearl River County, Mississippi  
I certify the instrument  
was filed and recorded  
MARCH 26 2009 08:22:00AM

Book 989 page 326 Thru 332  
Instrument 200903095 Page 1 of 7  
Mississippi Land and Sea  
David Earl Johnson

THIS DECLARATION made, executed and declared upon the date hereinafter set forth by Capitol Investment, LLC, a Mississippi Limited Liability Company, the owner of the following described real property being identified and designated as Oak Haven Subdivision, as per office map or plat on file in the office of the Chancery Clerk of Pearl River County, Mississippi.

**PURPOSE**

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

**DECLARATION**

We, the undersigned fee owners in the hereinabove described real property, hereby make the following declarations as to limitations, restrictions, and uses to which the land and/or parcels thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding on all parties and all persons claiming any right, title, or interest in said land, and all persons claiming under them, to-wit.

1. No building permit shall be issued before the sewage and water system are approved by the appropriate governing authority. Whenever a subdivision is served by a community water system, no private water supply may be drilled or otherwise constructed on any lot for the purpose of supplying potable water to any building or structure, except for the purpose of irrigation, and in no event shall there be a physical connection between any such private water supply source and any element of the community water system.
2. Construction of any nature is prohibited in County drainage easement or streets right-of-way or utility right away.
3. No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building material, scrap equipment, old washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds, or bedding and old tires & etc.
4. No lot will be further subdivided
5. Driveways on corner lots shall not be located any closer than sixty (60') feet from a corner of said property closest to the intersection as measured from the corner of the property where said two street rights-of-way intersect."
6. The property owner shall install a driveway culvert at each lot. Driveway crossing street side ditches shall be constructed to a twenty-four(24') feet maximum width With the correct sized drainage pipe project of the ditch invert and the length must be such that the ends of the pipe project at least four (4') feet beyond the length of the driveway pavement. The diameter for each culvert for each lot is provided in Exhibit "A".
7. Each dwelling shall display the E-911 address assigned to the front of the dwelling that faces the street. Numerals indicating the official house number shall be posted in a manner legible and distinguishable form the street with not less than three (3) inches in height.

If the structure is not visible from the street on which it is located, if no mailbox is beside the driveway leading to the dwelling, then a numbered sign shall be placed beside the beginning of the driveway adjacent to the street.

8. No mailbox or other mail receptacle, other than the mail receptacle designated by the Architectural Review Committee shall be placed on any Lot and such receptacle shall be placed only at the location selected by the Architectural Review Committee. Street addresses shall be placed on all mailboxes at all residences located within Oak Haven Subdivision sufficient in size and at a location as determined by the Architectural Review Committee so as to be readily seen from the nearest public street.
9. All lots shall be used for single-family residential purposes. Provided however, Developer and his agents shall have the right to use a lot as a temporary sales office for the marketing and development purposes until all lots in this development are completed and sold.
10. No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
11. The owner and developer shall appoint the initial Architectural Review Committee, which shall have three members. Each appointee shall serve until replaced by a person elected by the lot owners of record. The first election of members to Architectural Review Committee shall be held one (1) year from the date of the sale of the last lot or at developers' sole discretion. A person, to be elected to the Architectural Review Committee must be a lot owner of record. The ownership of each lot shall have one (1) vote but there shall be only (1) vote per lot. This Committee may enforce these covenants and take action against anyone who is in violation of any covenant. This committee shall also have the authority to receive, consider, grant, or deny variances of and from these covenants. The Board of directors of Oak Haven Property Owners' Association, Inc. a Mississippi Corporation shall have review authority of said committee and the board's decision in all matters shall be conclusive. Any judgments rendered against any property owner for violation of these covenants as well as attorney fees or other necessary expenses incurred for enforcement of these covenants shall constitute a lien against the property in question.
12. No building or improvements of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications, and plot plans showing the location of such building or improvement have been approved in writing by the Architectural Review Committee and a building permit has been issued by Pearl River County.
13. The Architectural Review Committee shall monitor all construction to see that these Covenants, Conditions and Restrictions are complied with; however, this committee is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof or any component of any house or other improvement, whether caused by defective material or defective workmanship.
14. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to International Building Code for one and two family dwelling 2003 edition or latest version and must be completed within six (6) months from the date construction is commenced.
15. Each dwelling shall be constructed with at least 1800 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches. The minimum pitch of the roofs on the main body of all dwellings shall be 7 / 12 pitches. All houses must be 50% brick or stucco. All dwellings must have a 2 car garage located on the side of house. All houses must use Architectural Shingles.
16. No structures of a temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, barn or other out building), shall be used on any lot, at any time as either a temporary or permanent residence. The use, parking or storage of a house trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited.
17. Any separate structure such as equipment sheds, animal shelters, greenhouses, out buildings, or storage buildings must be placed to the rear of the dwelling. Such structures shall not be constructed or used until the dwelling on the lot is completed



or under construction. And must be built out of same material as houses. No metal buildings.

18. No dwellings or accessory structures, erected or to be erected, shall be used directly or indirectly for trade or business. Commercial or industrial use of any part of this property is prohibited.
19. No structure shall be constructed or placed nearer than forty (40) feet from the front boundary line and twenty-five (25) feet from the side and rear boundary lines. This restriction shall not apply to driveways, mailboxes or fences.
20. It shall be the responsibility of each property owner to run the power and water from the street to house site at their expense. All utilities must be run underground.
21. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.
22. No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.
23. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and slightly appearance within Oak Haven. Developer, Property Owners' Association and the Architectural Review Committee, each reserves, and shall have the right to cut the grass for which the lot owner shall pay the Architectural Review Committee not less than \$100.00 for each cutting of their lot up to twelve (12) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Architectural Review Committee and agrees that any unpaid charges together with all attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.
24. No wire or metal fences will be allowed. Fence must be built out of plastic or wood. Fences must be kept up at all times.
25. No trees may be cut or removed except for building sites and other improvements without the prior written approval of the Architectural Review Committee, which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or white washed.
26. All garbage, trash or other waste of any kind shall be kept in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.
27. No vehicles shall continuously park on streets. No big commercial vehicles of any kind shall park in subdivision.
28. No large animals, livestock, goats, swine, or poultry shall be bred, kept or raised in any lot except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. The number of outside pets is limited to 2 per household. All animals, which are permitted under this clause, shall be kept under adequate fence and sanitary conditions. Pets shall not be allowed to cause any damage, nuisance or inconvenience to the neighbors.
29. The discharge of firearms within Oak Haven is expressly prohibited.
30. Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling:
  - 1) Owner's sign,
  - 2) Realtor's "For Sale" sign
  - 3) General Contractor's sign
  - 4) Lender's sign

These signs must be professionally made and shall not be larger than three feet square. Developer, its agents and its lender shall have the right to place larger signs at the entrance to Oak Haven until all lots in this development are sold.

31. All contractors must keep all lots free from trash and debris and must maintain a

portable outdoor toilet on the lot during the construction period. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant.

32. In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair, replace, or completely remove the damaged or destroyed dwelling or structure within (9) months from the date of occurrence.
33. Developer reserves unto itself, its successors and assigns an easement or right of way fifteen (15) feet in width along the rear and street boundary lines and seven and one half (7 1/2) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. Additionally, easements reserved on the recorded plats shall be reserved for installation and maintenance of utilities, dams, fire protection, beautification and drainage. This reservation for such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of the developer to supply such services.

34. Property Owner's Association

- a) Purpose: The Oak Haven Property Owner's Association, Inc., a Mississippi non-profit corporation, shall hold title to the common area located within Oak Haven, and shall be responsible for the care, operation, and maintenance of all common property. The Property Owner's Association shall have authority to impose such assessments upon the property owners as any be necessary to pay the cost of such care, operation, and maintenance of common property and to enforce these covenants.
- b) Membership: By acceptance of the deed to property located within Oak Haven the lot owner becomes a member of the Oak Haven Property Owners' Association.
- c) Annual Meeting: The first annual meeting of the Oak Haven Property Owners' Association shall be held in 2009. Future annual meeting date, time and locations shall be determined at that time. For purposes of carrying on business of the property owners' association, the owner or owners of each lot shall have one (1) vote per lot. A simple majority of Fifty-one percent (51%), 1/3 present of all lots shall constitute a quorum of those present shall be sufficient to pass on any matters of business before the association.
- d) Special Meetings: A majority of the lot owners may call a Special Meeting of the Property Owners' Association at any time by filing with the Secretary of the Association a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the Special Meeting must be sent to all lot owners of record by certified mail, return receipt requested, a least 15 days prior to the date of a meeting. For purposes of carrying on business for the Property Owners' Association, the owner or owners of each lot shall have one (1) vote per lot. Two-Thirds (2/3) present of all lot owners shall constitute a quorum. A Two-Thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the association. The provisions of this paragraph apply to special meetings only.
- e) Fees and Assessments: The annual assessment shall not exceed \$100.00 per year per lot through calendar year ending December 31, 2009 and thereafter shall be set by the Property Owners' Association. The annual assessment or the pro-rata part thereof shall be paid at the time of each lot purchase. Thereafter, the annual assessment shall be due in advance on January 1<sup>st</sup> of each calendar year thereafter. All said lot owners agree to pay said maintenance charges within thirty (30) days of receipt of statement rendered by the Property Owners Association and agree that any unpaid charges, together with attorney fees, and reasonable collection costs will constitute a lien against their lot until paid. Developer shall not have to pay annual assessments or fees on any unsold lots.
- f) All common areas will be owned by the property owners association. They must be maintained and kept neat by the POA.
- g) All common areas shall be closed from 9:00pm till 6:00 am. There shall be no gathering or parties on any of the common areas. No boats shall be left on or tied to any of the common areas. They must be taken out when you are finished using them.
- h) Lake and ponds rules for common areas.  
No outboard motors, electric motors only

No trout lines shall be used

No jet skis

Lake lot owners' piers shall be private. Plans for piers and docks must be submitted to Architectural Review Committee for approval.

- l) Membership: By acceptance of the deed to property located with Oak Haven, the lot owner becomes a member of the Oak Haven Property Owners Association.

35. Duration: These covenants shall remain in full force and effect for twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10) years thereafter unless, prior to any renewal date an instrument signed by not less than 2/3 of the lot owners is filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions. These covenants may also be altered, amended or terminated in the same manner at anytime. 2/3 of the lot owners are defined as 2/3 of the lots. The ownership of each lot shall have one (1) vote only. There shall be only one (1) vote per lot.
36. These covenants may be amended by the Developer or its successor, at any time without the consent of any other lot owner or owners. For so long as the developer shall own at least 10 lots in the Subdivision. Until such time as Oak Haven Property Owners Association is established in accordance with these covenants, the Owner/Developer or its successor, shall exercise all of the rights, duties and privileges herein reserved to the said Association, including, but not limited to the (1) the collection of dues from each lot owner for the purpose of providing development, repair and maintenance of all proposed common areas and facilities, and (2) perform the duties of an architectural review committee for the purpose of review and approval of all proposed construction, landscaping and development on any lot to ensure compliance with the provisions, intent and spirit of these covenants by all lot owners. The developer may delegate the performance of the duties customarily performed by an architectural committee to a third party. Said delegated third party shall act with all the authority of the developer and any action by such delegate shall be binding upon the developer.
37. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them.
38. Invalidation: Invalidation of any covenants by judgment or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.

WITNESS the signature of Capitol Investment, LLC, a Mississippi Limited Liability Company upon this the 15<sup>th</sup> day of August A.D. 2008.

Capitol Investment, LLC a Mississippi  
Limited Liability Company

By: Dana Allison

Attest:

\_\_\_\_\_

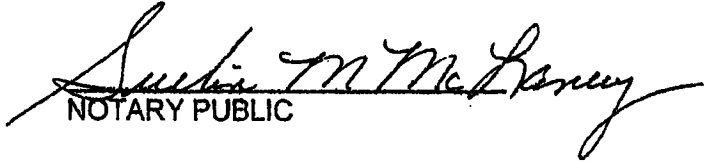
Prepared By Capital Investments LLC and returned to:

Capital Investments, LLC  
P.O. Box 538  
Kiln, MS 39556

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of August, 2008, within my jurisdiction, the within named, DAVID ALLISON, who acknowledged that he is a managing member of Capitol Investment, LLC, a Mississippi Company and that for and on behalf of the said corporation, and as its act and deed he signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 15<sup>th</sup> day of August A.D, 2008.

  
NOTARY PUBLIC

My Commission Expires:  
July 24, 2011



**Exhibit "A"**  
**Oak Haven Subdivision**  
**Driveway Culvert Size Chart**

<u>Lot #</u>	<u>Culvert Size</u>	<u>Lot#</u>	<u>Culvert Size</u>
1	18"	41	15"
2	15"	42	15"
3	15"	43	15"
4	15"	44	15"
5	15"	45	15"
6	15"	46	15"
7	15"	47	15"
8	15"	48	15"
9	15"	49	15"
10	18"	50	15"
11	18"	51	18"
12	15"	52	18"
13	15"	53	18"
14	15"	54	15"
15	15"	55	15"
16	15"	56	15"
17	15"	57	15"
18	15"	58	15"
19	15"	59	15"
20	15"	60	15"
21	18"	61	18"
22	18"	62	18"
23	24"	63	15"
24	24"	64	15"
25	24"	65	15"
26	24"	66	15"
27	18"	67	18"
28	18"	68	18"
29	15"	69	18"
30	15"	70	15"
31	15"	71	15"
32	15"		
33	15"		
34	15"		
35	15"		
36	15"		
37	15"		
38	15"		
39	15"		
40	15"		

**DECLARATION OF PROTECTIVE COVENANTS FOR  
OAK HAVEN SUBDIVISION**



987-326  
Book 989 pg 326-332  
Chancery Clerk's Office  
Pearl River County, Mississippi  
I certify the instrument  
was filed and recorded  
MARCH 26 2009 08:22:00AM  
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David Earl Johnson

THIS DECLARATION made, executed and declared upon the date hereinafter set forth by Capitol Investment, LLC, a Mississippi Company, the owner of the following described real property being identified and designated as Oak Haven Subdivision, as per office map or plat on file in the office of the Chancery Clerk of Pearl River County, Mississippi.

**PURPOSE**

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

**DECLARATION**

We, the undersigned fee owners in the hereinabove described real property, hereby make the following declarations as to limitations, restrictions, and uses to which the land and/or parcels thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding on all parties and all persons claiming any right, title, or interest in said land, and all persons claiming under them, to-wit:

1. No building permit shall be issued before the sewage and water system are approved by the appropriate governing authority. Whenever a subdivision is served by a community water system, no private water supply may be drilled or otherwise constructed on any lot for the purpose of supplying potable water to any building or structure, except for the purpose of irrigation, and in no event shall there be a physical connection between any such private water supply source and any element of the community water system.
2. Construction of any nature is prohibited in County drainage easement or streets right-of-way or utility right away.
3. No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building material, scrap equipment, old washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds, or bedding and old tires & etc.
4. No lot will be further subdivided
5. Driveways on corner lots shall not be located any closer than sixty (60') feet from a corner of said property closest to the intersection as measured from the corner of the property where said two street rights-of-way intersect."
6. The property owner shall install a driveway culvert at each lot. Driveway crossing street side ditches shall be constructed to a twenty-four(24') feet maximum width With the correct sized drainage pipe project of the ditch invert and the length must be such that the ends of the pipe project at least four (4') feet beyond the length of the driveway pavement. The diameter for each culvert for each lot is provided in Exhibit "A"
7. Each dwelling shall display the E-911 address assigned to the front of the dwelling that faces the street. Numerals indicating the official house number shall be posted in a manner legible and distinguishable from the street with not less than three (3) inches in height.

If the structure is not visible from the street on which it is located, if no mailbox is beside the driveway leading to the dwelling, then a numbered sign shall be placed beside the beginning of the driveway adjacent to the street.

8. No mailbox or other mail receptacle, other than the mail receptacle designated by the Architectural Review Committee shall be placed on any Lot and such receptacle shall be placed only at the location selected by the Architectural Review Committee. Street addresses shall be placed on all mailboxes at all residences located within Oak Haven Subdivision sufficient in size and at a location as determined by the Architectural Review Committee so as to be readily seen from the nearest public street.
9. All lots shall be used for single-family residential purposes. Provided however, Developer and his agents shall have the right to use a lot as a temporary sales office for the marketing and development purposes until all lots in this development are completed and sold.
10. No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
11. The owner and developer shall appoint the initial Architectural Review Committee, which shall have three members. Each appointee shall serve until replaced by a person elected by the lot owners of record. The first election of members to Architectural Review Committee shall be held one (1) year from the date of the sale of the last lot or at developers' sole discretion. A person, to be elected to the Architectural Review Committee must be a lot owner of record. The ownership of each lot shall have one (1) vote but there shall be only (1) vote per lot. This Committee may enforce these covenants and take action against anyone who is in violation of any covenant. This committee shall also have the authority to receive, consider, grant, or deny variances of and from these covenants. The Board of directors of Oak Haven Property Owners' Association, Inc. a Mississippi Corporation shall have review authority of said committee and the board's decision in all matters shall be conclusive. Any judgments rendered against any property owner for violation of these covenants as well as attorney fees or other necessary expenses incurred for enforcement of these covenants shall constitute a lien against the property in question.
12. No building or improvements of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications, and plot plans showing the location of such building or improvement have been approved in writing by the Architectural Review Committee and a building permit has been issued by Pearl River County.
13. The Architectural Review Committee shall monitor all construction to see that these Covenants, Conditions and Restrictions are complied with; however, this committee is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof or any component of any house or other improvement, whether caused by defective material or defective workmanship.
14. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to International Building Code for one and two family dwelling 2003 edition or latest version and must be completed within six (6) months from the date construction is commenced.
15. Each dwelling shall be constructed with at least 1800 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches. The minimum pitch of the roofs on the main body of all dwellings shall be 7 / 12 pitches. All houses must be 50% brick or stucco. All dwellings must have a 2 car garage located on the side of house. All houses must use Architectural Shingles.
16. No structures of a temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, barn or other out building), shall be used on any lot, at any time as either a temporary or permanent residence. The use, parking or storage of a house trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited.
17. Any separate structure such as equipment sheds, animal shelters, greenhouses, out buildings, or storage buildings must be placed to the rear of the dwelling. Such structures shall not be constructed or used until the dwelling on the lot is completed.

or under construction. And must be built out of same material as houses. No metal buildings.

18. No dwellings or accessory structures, erected or to be erected, shall be used directly or indirectly for trade or business. Commercial or industrial use of any part of this property is prohibited.
19. No structure shall be constructed or placed nearer than forty (40) feet from the front boundary line and twenty-five (25) feet from the side and rear boundary lines. This restriction shall not apply to driveways, mailboxes or fences.
20. It shall be the responsibility of each property owner to run the power and water from the street to house site at their expense. All utilities must be run underground.
21. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.
22. No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.
23. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and slightly appearance within Oak Haven. Developer, Property Owners' Association and the Architectural Review Committee, each reserves, and shall have the right to cut the grass for which the lot owner shall pay the Architectural Review Committee not less than \$100.00 for each cutting of their lot up to twelve (12) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Architectural Review Committee and agrees that any unpaid charges together with all attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.
24. No wire or metal fences will be allowed. Fence must be built out of plastic or wood. Fences must be kept up at all times.
25. No trees may be cut or removed except for building sites and other improvements without the prior written approval of the Architectural Review Committee, which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or white washed.
26. All garbage, trash or other waste of any kind shall be kept in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.
27. No vehicles shall continuously park on streets. No big commercial vehicles of any kind shall park in subdivision.
28. No large animals, livestock, goats, swine, or poultry shall be bred, kept or raised in any lot except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. The number of outside pets is limited to 2 per household. All animals, which are permitted under this clause, shall be kept under adequate fence and sanitary conditions. Pets shall not be allowed to cause any damage, nuisance or inconvenience to the neighbors.
29. The discharge of firearms within Oak Haven is expressly prohibited.
30. Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling:
  - 1) Owner's sign,
  - 2) Realtor's "For Sale" sign
  - 3) General Contractor's sign
  - 4) Lender's sign
31. All contractors must keep all lots free from trash and debris and must maintain a

These signs must be professionally made and shall not be larger than three feet square. Developer, its agents and its lender shall have the right to place larger signs at the entrance to Oak Haven until all lots in this development are sold.



portable outdoor toilet on the lot during the construction period. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant.

32. In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair, replace, or completely remove the damaged or destroyed dwelling or structure within (9) months from the date of occurrence.

33. Developer reserves unto itself, its successors and assigns an easement or right of way fifteen (15) feet in width along the rear and street boundary lines and seven and one half (7 1/2) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. Additionally, easements reserved on the recorded plats shall be reserved for installation and maintenance of utilities, dams, fire protection, beautification and drainage. This reservation for such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of the developer to supply such services.

34. Property Owner's Association

- a) Purpose: The Oak Haven Property Owner's Association, Inc., a Mississippi non-profit corporation, shall hold title to the common area located within Oak Haven, and shall be responsible for the care, operation, and maintenance of all common property. The Property Owner's Association shall have authority to impose such assessments upon the property owners as any be necessary to pay the cost of such care, operation, and maintenance of common property and to enforce these covenants.
- b) Membership: By acceptance of the deed to property located within Oak Haven the lot owner becomes a member of the Oak Haven Property Owners' Association.
- c) Annual Meeting: The first annual meeting of the Oak Haven Property Owners' Association shall be held in 2009. Future annual meeting date, time and locations shall be determined at that time. For purposes of carrying on business of the property owners' association, the owner or owners of each lot shall have one (1) vote per lot. A simple majority of Fifty-one percent (51%), 1/3 present of all lots shall constitute a quorum of those present shall be sufficient to pass on any matters of business before the association.
- d) Special Meetings: A majority of the lot owners may call a Special Meeting of the Property Owners' Association at any time by filing with the Secretary of the Association a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the Special Meeting must be sent to all lot owners of record by certified mail, return receipt requested, a least 15 days prior to the date of a meeting. For purposes of carrying on business for the Property Owners' Association, the owner or owners of each lot shall have one (1) vote per lot. Two-Thirds (2/3) present of all lot owners shall constitute a quorum. A Two-Thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the association. The provisions of this paragraph apply to special meetings only.
- e) Fees and Assessments: The annual assessment shall not exceed \$100.00 per year per lot through calendar year ending December 31, 2009 and thereafter shall be set by the Property Owners' Association. The annual assessment or the pro-rata part thereof shall be paid at the time of each lot purchase. Thereafter, the annual assessment shall be due in advance on January 1<sup>st</sup> of each calendar year thereafter. All said lot owners agree to pay said maintenance charges within thirty (30) days of receipt of statement rendered by the Property Owners Association and agree that any unpaid charges, together with attorney fees, and reasonable collection costs will constitute a lien against their lot until paid. Developer shall not have to pay annual assessments or fees on any unsold lots.
- f) All common areas will be owned by the property owners association. They must be maintained and kept neat by the POA.
- g) All common areas shall be closed from 9:00pm till 6:00 am. There shall be no gathering or parties on any of the common areas. No boats shall be left on or tied to any of the common areas. They must be taken out when you are finished using them.
- h) Lake and ponds rules for common areas.  
No outboard motors, electric motors only

No trout lines shall be used

No jet skis

Lake lot owners' piers shall be private. Plans for piers and docks must be submitted to Architectural Review Committee for approval.

- i) Membership: By acceptance of the deed to property located with Oak Haven, the lot owner becomes a member of the Oak Haven Property Owners Association.

35. Duration: These covenants shall remain in full force and effect for twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10) years thereafter unless, prior to any renewal date an instrument signed by not less than 2/3 of the lot owners is filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions. These covenants may also be altered, amended or terminated in the same manner at anytime. 2/3 of the lot owners are defined as 2/3 of the lots. The ownership of each lot shall have one (1) vote only. There shall be only one (1) vote per lot.

36. These covenants may be amended by the Developer or its successor, at any time without the consent of any other lot owner or owners. For so long as the developer shall own at least 10 lots in the Subdivision. Until such time as Oak Haven Property Owners Association is established in accordance with these covenants, the Owner/Developer or its successor, shall exercise all of the rights, duties and privileges herein reserved to the said Association, including, but not limited to the (1) the collection of dues from each lot owner for the purpose of providing development, repair and maintenance of all proposed common areas and facilities, and (2) perform the duties of an architectural review committee for the purpose of review and approval of all proposed construction, landscaping and development on any lot to ensure compliance with the provisions, intent and spirit of these covenants by all lot owners. The developer may delegate the performance of the duties customarily performed by an architectural committee to a third party. Said delegated third party shall act with all the authority of the developer and any action by such delegate shall be binding upon the developer.

37. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them.

38. Invalidation: Invalidation of any covenants by judgment or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.

WITNESS the signature of Capitol Investment, LLC, a Mississippi Limited Liability Company upon this the 15<sup>th</sup> day of August A.D. 2008.

Capitol Investment, LLC a Mississippi  
Limited Liability Company

By: David Olson

Attest:

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Prepared By Capital Investments LLC and returned to:

pl Capital Investments, LLC  
P.O. Box 538  
Kiln, MS 39556

to 1-798-8880

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of August, 2008, within my jurisdiction, the within named, DAVID ALLISON, who acknowledged that he is a managing member of Capitol Investment, LLC, a Mississippi Company and that for and on behalf of the said corporation, and as its act and deed he signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 15<sup>th</sup> day of August A.D, 2008.

*Suelein M. McLaney*  
NOTARY PUBLIC

My Commission Expires:  
July 24, 2011



**Exhibit "A"**  
**Oak Haven Subdivision**  
**Driveway Culvert Size Chart**

<u>Lot #</u>	<u>Culvert Size</u>	<u>Lot#</u>	<u>Culvert Size</u>
1	18"	41	15"
2	15"	42	15"
3	15"	43	15"
4	15"	44	15"
5	15"	45	15"
6	15"	46	15"
7	15"	47	15"
8	15"	48	15"
9	15"	49	15"
10	18"	50	15"
11	18"	51	18"
12	15"	52	18"
13	15"	53	18"
14	15"	54	15"
15	15"	55	15"
16	15"	56	15"
17	15"	57	15"
18	15"	58	15"
19	15"	59	15"
20	15"	60	15"
21	18"	61	18"
22	18"	62	18"
23	24"	63	15"
24	24"	64	15"
25	24"	65	15"
26	24"	66	15"
27	18"	67	18"
28	18"	68	18"
29	15"	69	18"
30	15"	70	15"
31	15"	71	15"
32	15"		
33	15"		
34	15"		
35	15"		
36	15"		
37	15"		
38	15"		
39	15"		
40	15"		