

  
AVEN7/19  
307

## OOD DEVELOPMENT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR RAVENWOOD

1. Purpose: To establish guidelines to insure, continuity of purpose and preserve the natural beauty and aesthetic appearance of all property in this development.
2. Uses: All lots shall be used solely for private residential purposes. Only one (1) detached single family dwelling, hereinafter called "dwelling" and such accessory structures, as may be compatible therewith, shall be constructed on each lot. No dwelling or accessory structure, erected or to be erected, shall be used directly or indirectly for trade or business.
3. Resubdivision: No lot shall be divided into smaller parcels except to provide a larger building site. No residence may be built or placed on less than one lot.
4. Architectural Control Committee: The owner and developer shall appoint an Architectural Control Committee. Each appointee shall serve until replaced by a person elected by the lot owners of record. The first election of members shall be held one (1) year from the date of the sale of the first lot or July 1, which ever occurs first. Each lot owner is to have one vote. This committee shall have the responsibility to enforce these covenants and to take action against anyone who is in violation of any of these covenants.
5. Approval: No building shall be erected, placed or altered on any building lot in this development until the building plans, specifications, and plat plan showing the location of such building have been approved in writing by the Architectural Control Committee as to conformity and harmony of external design with existing structures in the development, and as to location of the building, with respect to topography and finished ground elevation.
6. Setback Lines: The location of a building on a lot shall not violate the front, interior or rear set back lines, which lines are all more fully described on the recorded plat of this development. The Architectural Committee shall have the authority to alter or amend these lines for good cause upon request of a property owner provided such amendments conform to the external design with existing structures in the development and the topography and finished ground elevation.
7. Size of Dwelling: Each dwelling shall be constructed with at least 1,400 square feet of heated and cooled area under roof, excluding carport, attached garage and unenclosed porches, any dwelling having more than one story, shall be constructed with at fourteen hundred 1,400 square feet on ground floor area, excluding carport, attached garage and unenclosed porches.
8. No more than one dwelling shall be built on a lot.

7/19  
308

9. Types of Structures: No structures of a temporary character, (including but not limited to a trailer, mobile home, basement, tent, shack, barn, or other out building) shall be used on any lot, for any reason whatsoever, is expressly prohibited.
10. Type of construction: Once construction of a dwelling is started, the construction must be completed within (8) months from the date of the laying of the foundation. No accessory building shall be constructed or used unless the dwelling on the lot is completed or under construction.
11. Materials: No corrugated metal roofing or material of sheet aluminum, sheet iron or other materials, commonly referred to a "tin" shall be permitted to be used in the construction of any building, dwelling or outbuilding. Likewise no materials shall be used for any purpose which shall violate any local, state or federal environmental laws, rules or regulations.
12. Storage: Supplies and building materials shall not be stored or piled in the open on a lot for a period exceeding three (3) weeks prior to use. The haphazard piling or storing of materials is expressly prohibited.
13. Fences: The construction of fences for any purpose must first be approved in writing by the Architectural Control Committee.
14. Driveways and Culverts: No driveway or culvert shall be installed until size and grade requirements are specified by Pearl River County Road Department. Installation of culvert will be by Pearl River County. Brick or concrete caps shall be installed on ends of culverts. All driveways from the street to the residence shall be hard surfaced with concrete.
15. Sewerage: All dwelling shall be connected to a septic tank that meets Pearl River County Health Dept. Standards and approval.
16. Dumping: All garbage, trash, or other waste of any kind shall not be kept except in sanitary containers. All equipment used for the storage of disposal of such material shall be kept in a clean and sanitary condition.
17. Rubbish: 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 materials, 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.

719  
309

18. Trees: No trees may be cut or removed without the prior written approval of the Architectural Control Committee. If such approval is granted, a trees stump must be removed at the time the tree is removed. No tree shall be painted or white washed.
19. Animals : No animals, livestock or poultry shall be bred, kept or raised on 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. All animals which are permitted under this clause, shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to the neighbors.
20. Firearms: The discharge of firearms is expressly prohibited.
21. Signs: No sign of any kind shall be displayed to the public view on any lot except one (1) professionally made sign of not more than one (1) square foot advertising the property for sale or signs used by a builder to advertise the property during the construction or sale period.
22. Easements: Easements shall be retained for access, utilities and drainage purposes all as set forth on the official plat of said development. No structure, plants, trees or other objects, which may change, alter or impede these easements shall be placed or permitted within any areas designated for such easements.
23. Maintenance and upkeep of lots: Property owners shall maintain their lots by periodic mowing of the grass and pruning of shrubs. Developer and the Architectural Control Committee reserves the right to cut the grass for which the lot owner shall pay the Property Owner's Association not less than \$100.00 for each cutting of their lot up to six cuttings per year. The lot owner agrees to pay for the grass cutting within (10) days of receipt of statement rendered by Architectural Control Committee and agree that any unpaid charges, together with all attorney fees and reasonable costs of collection, will constitute a lien against their lot until paid.
24. The owner of each lot shall be responsible for the payment of an annual assessment by the property owner's maintenance cost incurred with regard to said development for the maintenance of common areas, signs, and for the maintenance of any projects, deemed beneficial by the property owner's association. The annual assessment shall not exceed \$200 per year per lot through calendar year ending December 31, 1998 and thereafter shall not exceed the lot owners pro-rata share of the actual cost. All said lot owners agree to pay said maintenance charges within thirty (30) days of receipt of statement rendered by the Architectural Control Committee 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 be responsible for paying annual assessments for any lots that remain unsold after Jan 1, 2000 AD.

719  
310

25. Common Drive or Driveway and Walkway Easements: Developer has created for the owners a perpetual, non-exclusive easement for pedestrian traffic over and across the walkway and trails or ways, as shown by the plat of this development.
26. Wells: Wells will only be approved for irrigational purposes only and must be approved by the Architectural Committee.
27. Further Siting Authority: To prevent successive "run" or drainage from any Lots, the Developer and the Architectural Control Committee reserves the right to establish a maximum percentage of property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage, the Developer and The Architectural Control Committee shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this or any other right reserved hereby by the Declarant or the Architectural Control Committee shall be construed however, to be an obligation of either the Developer of the Association to take any action.
28. Exterior Appearance: Each property owner shall provide a screened area to serve as a service yard and an area in which garage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly object must be placed or stored in order to conceal them from view from the road and adjacent properties.
29. Antennas: No television antennae, satellite dish (larger than 12" radius), radio receiver or similar device shall be attached to or installed on any portion of the property, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals nor any other form of electromagnetic radiation be permitted to originate from any lot which may unreasonably interfere with reception or other signals within the property; provided however, that Developer and the Association shall not be prohibited from installing equipment necessary for master antennae, security cable television, mobile radio, or other similar systems within the property and should cable television serviced be unavailable, and adequate television reception to be otherwise available, then an owner may make written application to the Architectural Control Committee for permission to install a television antennae.
30. Lights: The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Control Committee. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structure or grounds of any lot shall be located, directed or of such intensity to affect adversely the nighttime environment of any adjoining property.
31. Water: All dwellings must connect to City Water provided by Nicholson Sewage and Water at owners expense.

719  
311

32. **Garden Hoses:** Except for hoses and the like which are reasonably necessary in connection with normal maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any lot above the surface of the ground.
33. No member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.
34. **Replacement of Damaged Property:** In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair or replace the dwelling or structure within 9 months from the date of occurrence.
35. **Mailboxes:** Quality and placement of all mailboxes must be approved in advance by the Architectural Control Committee.
36. **Enforcement:** These covenants shall be enforced by the Architectural Control Committee or by any lot owner as provided by law.
37. **Meetings:** A majority of the lot owners may call a property owners meeting. A written notice must be sent by certified mail, return receipt requested, at least 15 days prior to the date of a meeting. For purposes of carrying on business of the property owners association, the owner or owners of each lot shall have one 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.
38. **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, altered, amended or terminated by a two-thirds (2/3) majority of the lot owners.
39. **Invalidation:** In validation of any covenant by judgment or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.
40. Lot 19 shall be excluded from the above Covenants, Conditions and Restrictions for Ravenwood Subdivision.



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 November, 1998, within my jurisdiction, the within named, DOROTHY M. BAKER, who acknowledged that she is President of Satellite Mobile Home Park Inc., dba Raven Wood Development, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, she signed, executed and delivered the foregoing Declaration of Protection Covenants for the purposes mentioned on the day and 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 November, A. D., 1998.

*Dorothy M. Baker*  
Dorothy M. Baker

Prepared by:  
*Dorothy M. Baker*  
369 Raven Wood Development  
369 Rd. Holcomb Rd.  
Pearl River, MS 39466  
601-798-5993



My commission expires  
Mississippi Notary Public  
Commission Expires May 15, 1998  
BONDED BY THE STATE OF MISSISSIPPI

*Jessie N. Perry*  
NOTARY PUBLIC

I hereby certify the foregoing instrument was filed for record in Pearl River County, Mississippi, on this 29<sup>th</sup> day of November, 1998, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and that the same is now duly recorded in Deed Book No. 715 on page 307-312 of Record. Given under my hand and Seal of office this 29 day of November, 1998.  
*Jessie N. Perry*  
Changery Clerk



Chancery Clerk's Office  
 Pearl River County, Mississippi  
 I certify the instrument  
 was filed and recorded  
 SEPTEMBER 26 2011 02:06:35PM  
 Book 1039 Page 351 Thru 360  
 Instrument 201108899 Page 1 of 10  
 Witness my hand and seal  
 David Earl Johnson

**BY-LAWS OF  
 RAVEN WOOD SUBDIVISION  
 AN UNINCORPORATED ASSOCIATION**

*Repared By: Brenda Roddy  
 Return to: 58 Ravenwood Drive  
 Vicaune, MS 39466  
 (601) 590-3182*

**ARTICLE I**

NAME  
This organization shall be known as "Raven Wood Homeowners Association", a non-profit organization organized and existing under the laws of the State of Mississippi.

**ARTICLE II**

OBJECTIVES  
The objectives of this Association shall be:

Section 1: To implement through joint efforts of all owners of Lots/single-family dwellings located within Raven Wood Subdivision, Pearl River County, Mississippi, an exemplary community, which will combine change with tradition and beauty with functional advancement while preserving the natural serenity of the countryside in which it is situated.

Section 2: To achieve a high quality of life for those residing in Raven Wood Subdivision through joint effort.

Section 3: To foster and maintain through joint effort, the beautification of individual property, the safety and security of Lots/homeowners, children and property; effective traffic safety measures to protect pedestrians, vehicle users of public roadways and personal property adjacent to such roadways.

Section 4: To foster and maintain cooperative efforts with neighboring Lots/homeowners associations.

Section 5: To foster effective measures to improve common services including fire protection and garbage collection, and the improvement of furnishing of water, telephone, & electricity service.

**ARTICLE III**

ELIGIBILITY  
Only non-delinquent Lot/Homeowners of Raven Wood Subdivision annual dues are eligible to serve on the Homeowners Association Board of Directors.

**ARTICLE IV**

**MEMBERSHIP**

Section 1: All Lot/Homeowner members of the Association are subject to annual dues as approved by the Association members.

Section 2: All Lot/Homeowner members of the Association shall abide by the Restrictive Covenants as recorded May 7, 1999, Warranty Book No. 79, pages 307 312, Register of Deeds, Pearl River County, Mississippi and such subsequent restrictions applying to all sections throughout Raven Wood Subdivision.

Section 3: Only those Lot/homeowners whose dues are paid for the current & past fiscal years are eligible to vote. Only a single vote per individual Lot/Homeowner is allowed.

**ARTICLE V**

**NOMINATION & ELECTION OF OFFICERS OF THE ASSOCIATION**

Section 1: At the annual meeting, the board of Officers shall appoint a Nominating Committee, which consists of only three members of the Association whose duty shall be nomination of candidates for election. The slate of officers will be presented at the next scheduled meeting.

Section 2: The Officers shall be elected at the annual meeting of the Association by the eligible majority of the voting members present.

Section 3: The term of office shall be one year.

Section 4: Vacancies of any office shall be filled by appointment by the remaining Board members, and the appointee will hold office for the remainder of the unexpired term.

Section 5: Only one member of an eligible household may serve as an officer for any given term.

**ARTICLE VI**

**OFFICERS OF THE ASSOCIATION**

The Board Officers of the Association shall only consist of three positions which will be a President, Vice President, and Secretary/Treasurer. The Architectural/Developer Board

Member/Review Committee position has been omitted; the three Board Officers will assume the Architectural/Developer Board Member/Review Committee duties.

**ARTICLE VII**

**ELECTION OF OFFICERS OF THE ASSOCIATION**

The officers of the Association shall be chosen by a majority of the eligible voting members present at the annual meeting.

**ARTICLE VIII**

**DUTIES OF OFFICERS OF THE ASSOCIATION**

Section 1: The three Board officers shall perform the duties prescribed in this article and such others as the Act of the Incorporation, the By-Laws of the Association or the parliamentary authority adopted by the Association.

Section 2: The Secretary/Treasurer:

- ❖ Shall be, ex-officio, Secretary of the Board of Officers
- ❖ Shall record the votes and keep the minutes of the proceedings of the Board in a book to be kept for the purpose;
- ❖ Shall keep the records of the Association;
- ❖ Shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members and;
- ❖ Shall notify officers and committee chairpersons of votes, orders and proceedings affecting or pertaining to their duties.

The Secretary/Treasurer shall call the meeting to order and preside. The Secretary/Treasurer shall attend to such correspondence as the Board or the Association may direct and shall distribute pamphlets, notices and/or circulars as the Board of the Association may direct.

The Secretary/Treasurer shall have charge of the receipt of the funds of the Association; shall deposit in appropriate ban accounts to the credit of all monies of the Association and shall disburse such funds as directed by the Board. The Treasurer shall keep proper books of account. Prior to next year's annual meeting of the Association, the Treasurer's account shall be audited by the Board and a written statement given on the status of the books. In the case of prolonged absence, illness, or death of Treasurer, disbursements at the direction will be made at the Board.

**ARTICLE IX**

**MEETINGS**

Section 1: Association – The *Regular meetings* of the Association shall be for the purpose of receiving reports from the officers and standing committees, for the receiving of reports from ad hoc committees; for establishing programs and budgets in furtherance of the objectives of the Association; and for any other business that may arise. The regular annual meetings of the association will be held twice a year, with notice given to the members at least one week in advance of the meetings. A simple majority of eligible voting members shall be considered sufficient to transact business at the regular meetings.

Section 2: Association – *Special meetings* of the Association shall be called by the Board upon written request of one-fourth or more of the voting members of the Association. No less than one-week notice of a special meeting shall be given, and only that business specified in the call may be transacted. Twenty percent of the voting members shall constitute a quorum at any special meeting of the Association whenever it seems necessary.

**ARTICLE X**

**FEE AND DUES**

Section 1: The Fiscal year of the Association shall be August to July. The annual budget shall cover the fiscal year and shall be prepared on the basis of dues payable for the coming fiscal year.

Section 2: The annual Association dues shall be \$200 per year per Lot/dwelling, payable to the Raven Wood Homeowners Association, due by February 1st. In addition to levying annual dues, the Association may levy special dues as the occasion merits with the approval of eligible voting members present.

**ARTICLE XI**

**COMMITTEES**

Section 1: The Board Officers (President & Vice president) shall examine the books of the Treasurer and shall submit a written statement for the regular meeting of the Association.

Section 2: The President shall have the power to appoint committees to investigate any matters of common interest to members of the Association.

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## ARTICLE XII

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### AMENDMENTS

Section 1: These By-Laws may be amended at any special meeting of the Association called for that purpose or at the regular meetings of the Association. A Draft of Proposed Revision shall be made available to the members for their review one week in advance of the meeting.

Section 2: Unless otherwise provided prior to its adoption or in the motion to adopt, an amendment shall become effective upon adjournment of the meeting at which it is adopted.

I have reviewed the attached document; my signature below is my agreement with the changes made to the attached document named "By-Laws of Raven Wood Subdivision a Unincorporated Association Revision #2".

**Lo/Homeowner:**

- D. Baker Trustee
- Butler, Al/Barbara
- Cousin, Ronald/Natasha
- Hasberry, Talmadge/Alice
- Jacobs, Mickey/Kim
- Juan, Donald/Jennifer
- Kennedy, Diane
- Mark, Justin/Twana
- Palmer, Chad/Cheryl
- Pettiette, Ben/Ashley
- Pressley, Anthony
- Rody, Mark/Brenda
- Seimbra, Nick/Mary
- Stallings, Rufus/Liz
- Taporco, David/Karen

**Signature:**

- 
- Barbara Baker*
- Natasha Cousin*
- Talmadge Hasberry Sr*
- 
- Donald Juan*
- Diane Kennedy*
- Justin Mark*
- Chad Palmer*
- Ben Pettiette*
- 
- Mark Rody*
- Nick Seimbra*
- Rufus Stallings*
- David Taporco*

Notary Signature:

*Gayle Fail*

Printed Name of Notary:

*Gayle Fail*

Date Notarized:

*7-23-11*

Notary Seal:



# ARTICLE XII

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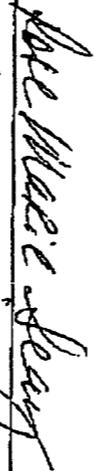
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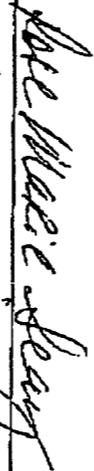
Lot/Homeowner:

Pressley, Anthony

Signature:



Notary Signature:



Printed Name of Notary:

Rose Marie Seary

Date Notarized:

8/18/2011

Notary Seal:



As an Eligible Member of Raven Wood Home Owner Association, my signature below serves as my agreement/approval for Board Members to use Raven Wood Home Owner's Association Funds for past/future attorney & court expenses in pursuing legal actions against delinquent members.

**Lot/Homeowner:**

**Signature:**

D. Baker Trustee	
Butler, Al/Barbara	Al & Barbara Butler
Cousin, Ronald/Natasha	Natasha Cousin
Hasberry, Talmadge/Alice	Talmadge & Alice Hasberry Sr.
Jacobs, Mickey/Kim	
Juan, Donald/Jennifer	John Juan
Kennedy, Diane	Dianne Kennedy
Mark, Justin/Twana	Justin Mark
Palmer, Chad/Cheryl	Chad Palmer
Pettiette, Ben/Ashley	Ben Pettiette
Pressley, Anthony	Anthony Pressley
Rody, Mark/Brenda	Mark Rody
Sciambra, Nick/Mary	Nick Sciambra
Stallings, Rufus/Liz	Rufus Stallings
Taporco, David/Karen	David Taporco

Notary Signature:

*Gayle Fail*

Printed Name of Notary:

Gayle Fail

Date Notarized:

7-20-11

Notary Seal:



# Raven Wood Home Owners Association Telephone

Last Name	First Name	Spouse	Address	City, State
Hostberry	Talmadge	Alice	21 Raven Wood Dr. (Lot 1)	Picayune, MS
Kennedy	Diane		27 Raven Wood Dr. (Lot 2)	Picayune, MS
Sciambra	Nick	Mary	31 Raven Wood Dr. (Lot 3)	Picayune, MS
Stallings	Rufus		39 Raven Wood Dr. (Lot 4)	Picayune, MS
Jacobs	Mickey	Kimberly	43 Raven Wood Dr. (Lot 5)	Picayune, MS
Baker	Dorothy		12-A Raven Wood Dr. (Lot 6)	Picayune, MS
Baker	Dorothy		12-A Raven Wood Dr. (Lot 7)	Picayune, MS
Bank Plus	Terry Fair		951 Memorial Blvd. (Lot 8)	Picayune, MS
Baker	Dorothy		12-A Raven Wood Dr. (Lot 9)	Picayune, MS
Baker	Dorothy		12-A Raven Wood Dr. (Lot 10)	Picayune, MS
Mattern	Thomas	Clair	459 Olive Drive (Lot 11)	Sidell, LA 70458
Bank Plus	Terry Fair		951 Memorial Blvd. (Lot 12)	Picayune, MS
Rody	Mark	Brenda	58 Raven Wood Dr. (Lot 13)	Picayune, MS
Pettite	Benjamin	Ashley	54 Raven Wood Dr. (Lot 14)	Picayune, MS
Butler	Al	Barbara	50 Raven Wood Dr. (Lot 15)	Picayune, MS
Cousin	Ronald	Natasha	44 Raven Wood Dr. (Lot 16)	Picayune, MS
Mark	Justin	Tawana	42 Raven Wood Dr. (Lot 17)	Picayune, MS
Toporco	David	Karen	38 Raven Wood Dr. (Lot 18)	Picayune, MS