



RAVENWOOD DEVELOPMENT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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, whichever 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 Control 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 a 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.
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.



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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 as "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 Department 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.
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 tree 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.



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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 the 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 \$200.00 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 January 1, 2000 AD.
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 Control 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 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 Appearances: 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.



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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.
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.

These copies of the covenants are not warranted. For a copy of the covenants as recorded, please go to Pearl River County Chancery Clerk's office



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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.

*If you have any questions about these covenants, please contact
Michelle Fradella at Pinnacle Real Estate Services – 601-569-0075 or michelle@prhomes.com*