Amended

For Assignment See Book 650 Page 102

7-24-92 Pt. 5

Murphy Adkins, Chancery Clerk

D.C.

Ratify. See Book 612 Page 318

12-6-92

J. D. Carlton, Chancery Clerk

D.C.

NAW 4A Lots 177-194 NAW 4B NAW 195-242

BOOK 611 PAGE 468 Ratification

For Assignment See Book 661 Page 390 thru 429 inclusive

12-31-92

Murphy Adkins, Chancery Clerk

D.C.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTION
PART 4A, LOTS 177-194 INCLUSIVE
PART 4B, LOTS 195-242 INCLUSIVE
LAURELWOOD SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: that FANNIN PROPERTIES II, LTD., a Mississippi General Partnership (hereinafter, the "Developer"), is the owner of real property located in Rankin County, Mississippi, more particularly described as follows:

> Lots 177 through 194, Part 4A, and Lots 195 through 242, Part 4B, LAURELWOOD SUBDIVISION as shown by a maps or plats thereof, which have been filed with the Chancery Clerk of Rankin County, Mississippi, and are recorded in Cabinet B, Slide 280 and Slide 281, respectively, of the plat records of said county reference to which maps or plats of this description, the same being a part of Section 23, Township 6 North, Range 2 East, Rankin County, Mississippi,

(hereinafter, the "Subdivision:) does hereby publish and declare that the real property shown on this plat shall be held, conveyed, sold leased, used, occupied and improved subject to the covenants, conditions and restrictions incorporated herein.

It is the intent of Fannin Properties II, Ltd. to develop this property, as a residential subdivision to be known as Laurelwood, Parts 4A & 4B. To provide for preservation of values and amenities in this development and for the maintenance of certain common areas and facilities to be developed within it, the Developer desires to subject the real property as herein described to the covenants, conditions and restrictions contained in this Declaration, each and all of which are for the benefit of the Developer and any person or other entity purchasing or otherwise acquiring an ownership

interest therein, their respective heirs, legal representatives, successors, or assigns. For the purpose of preserving the values and amenities of the development, the Laurelwood Homeowner Association, Inc. a nonprofit corporation under the laws of the State of Mississippi is being formed to have the powers and duties of owning, operating, maintaining and administering the common areas, facilities and services within Laurelwood, Part 4A & 4B, administering and enforcing the covenants, conditions and restrictions contained herein and imposing the associated charges and assessments in payment therefor by all owners.

The covenants, conditions and restrictions contained in this Declaration shall be deemed to run with and bind the land. The lots in this Subdivision are identified as lot number from 177 to 242, inclusive, and all dimensions are shown in feet and inches on the final plat. All public streets and utility easements specifically shown or described on the plat are dedicated to The Town of Flowood for their usual and intended purposes. Easements and sites reserved for the common use and enjoyment of the property owners are dedicated to the Laurelwood Homeowner Association, Inc. as indicated on the plat. The covenants, conditions and restrictions contained in this Declaration shall inure to the benefit of and be enforceable by Fannin Properties II, Ltd., its successors and assigns, and any person acquiring or owning an interest in said property.

ARTICLE I

DEFINITIONS

APPLICATIONS. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Article I unless otherwise specified or the context requires a different construction.

SECTION 1. "Architectural Review Board" shall mean and refer to a Board selected by the Developer, or Association, which shall approve or disapprove plans and specifications of construction of homes or exterior changes thereto.

SECTION 2. "Assessment" shall mean and refer to a levy imposed on all Lot Owners for the purpose of funding Common Expense of the Association.

SECTION 3. "Association" shall mean and refer to the Laurelwood Homeowner Association, Inc., a Mississippi nonprofit corporation, and its successors or assigns. Each owner of property within the "Subdivision" shall be a member of the Association.

SECTION 4. "Common Areas" shall mean and refer to all real property, including lake, and related improvements now or hereafter acquired by or otherwise available to the "Association" for the use and benefit of its members. As of the date of execution of this Declaration, the only "Common Areas" are: (1) The Entrance to Laurelwood Subdivision from Fannin Road; and (2) those shown on the recorded plats of Laurelwood Part 4A & 4B.

SECTION 5. "Common Expense" shall mean those common expenses incurred by the Association for the management and operation of the Common Areas.

SECTION 6. "Declaration" shall mean and refer to the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as same may from time to time be amended.

SECTION 7. "Developer" shall mean and refer to Fannin Properties II, Ltd., or any legal entity which succeeds it.

SECTION 8. "Development" shall mean and refer to that certain real property hereinabove described, and as shown on the officially recorded plat of Laurelwood, Part 4A & 4B, along with along with any lands or improvements subsequently added thereto.

SECTION 9. "Governing Documents" shall mean and refer to the Declaration, all Supplementary Declarations, the Articles of Incorporation and By-laws of the Association, as the same may be amended from time to time, and, insofar as consistent with the foregoing, the rules and regulations of the Association as entered in its minutes.

SECTION 10. "Living Unit" shall mean and refer to any portion of a structure situated within the Subdivision designed and intended for use and occupancy as a single family residence.

SECTION 11. "Lot" shall mean either any plot of land shown upon any recorded Subdivision map of with the exception of Common Areas as heretofore defined, or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinafter set our or such further restrictions as may be imposed by The Town of Flowood Zoning Ordinance.

SECTION 12. "Lot Open Areas" shall mean all areas conveyed to a Lot Owner, except that portion covered by buildings(s), garage, patio, balcony, terraces or enclosed fenced-in areas appurtenant to individual living units.

SECTION 13. "Member" shall mean and refer to any person, corporation, partnership, joint venture or other legal entity which is a member of the Association.

SECTION 14. "Notice" shall mean and refer to a written notice mailed to the last known address of the intended recipient or notice through a community publication which is delivered to the Living Units.

SECTION 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the "Development," but, notwithstanding any applicable theory or mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. Each "Owner" shall be a Member of the "Association.

SECTION 16. "Participating Builder" shall mean and refer to a business enterprise which acquires a portion of the Development for the purpose of improving such portion for resale to an Owner.

SECTION 17. "Residential Areas" shall mean individual residences and appurtenant garages, patios, fenced-in areas, balconies and terraces.

SECTION 18. "Subdivision" shall mean and refer to all real property described herein and as may from time to time be added hereto under the provisions of Article II hereof.

SECTION 19. "Supplement" means any amendment, modification, change or restatement of or to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

SECTION 1. EXISTING PROPERTY. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is the Subdivision: Laurelwood Part 4A & 4B, Lots 177-242 inclusive, and for the purpose of this Article II shall hereinafter be referred to as "Existing Property."

SECTION 2. EXPANSION PROPERTY Developer desires and intends at a future time or time to expand Laurelwood Single-Family Residential Development in increments or parts, the exact size and configuration of which shall be at the sole discretion of Developer, and without requirement whatsoever for permission or approval from the Architectural Review Board or Association, to include all of the Existing Property and also certain "Expansion Property". In connection with such planned expansion or expansions, Developer expressly desires to provide for the imposition upon the Expansion Property of mutually beneficial restrictions and covenants for the benefit of all Owners in Laurelwood as expanded, and to provide for reciprocal restrictions and easements among and for the benefit of all Owners to the extent that the project is expanded.

The Developer shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of

the Expansion Property. The Developer expressly does not represent, warrant or guarantee to any person that any portion of the Expansion Property will be developed or will be annexed to the Subdivision. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Developer or other grantor that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any portion of the Expansion Property or annexation of any portion of the Expansion Property to the Subdivision.

In connection with the filing of a Certificate of Declaration described in sub-paragraph 2(a) below, covering any portion of the Expansion Property, the Developer may impose such complementary additions and modifications of the Protective Covenants, Conditions and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Certificate revoke, modify or add to the Covenants established by this Declaration, or any amendments thereto, with the Existing Property.

Therefore, Developer hereby declares that each time and at such time as the project is expanded to include any part of or all of the Expansion Property, subject to the conditions precedent set forth below, the Expansion Property shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to

the protective covenants, conditions and restrictions set forth in this Declaration and modifications or additions, if any contained in the Certificate of Declaration described below, all of which are hereby declared and agreed to be in furtherance of a mutual plan for the improvement and sale of all of Laurelwood and are hereby established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of all the project as expanded, as follows:

A. CONDITIONS PRECEDENT. The provisions of this Article shall become effective upon the recording in the office of the Chancery Clerk of Rankin County, Mississippi, of a map or plat, duly executed by Developer, of all or any part of the Expansion Property which has not theretofore been platted and recorded, together with a Certificate of Declaration properly executed by Developer, declaring that it is desired and intended that the provisions of this paragraph shall become effective and therefore that this Declaration shall apply to and affect the property described in said Certificate of Declaration and shown on said plat as though such property was originally subjected to the provisions of this Declaration and to the same extent and degree as this Declaration shall and does apply to and affect the portion of Laurelwood, Part 4A & 4B which were first subjected thereto, subject to any modifications of this Declaration contained therein as to such property. Thereupon, the powers, duties and responsibilities of the Board of Directors and Officers of the Association shall be coextensive with regard to all parts of Laurelwood as expanded and the Board of Directors and Officers

shall, pursuant to the provisions of this Declaration, constitute the Board of Directors and Officers for Laurelwood as expanded, and the rights and obligations of the Owners of Laurelwood as expanded shall be the same and identical to the rights and obligations of Owners of Laurelwood, Part 4A & 4B as originally created. The Association thereupon shall continue to collect and disburse monies as required and hereby permitted for Laurelwood as expanded, and in all respects and meanings, Laurelwood, as expanded, shall be deemed to be a single community for the purposes of and in accordance with the provisions of this Declaration.

B. RECIPROCAL EASEMENT. Subject to the recording of a map or plat and Certificate of Declaration as provided for in Section 2(a) of this Article, Developer hereby reserves, for the benefit of and appurtenant to the Lots hereinafter located upon any of the Expansion Property, and their respective Owners, non-exclusive easement to use the Common Areas in the project as expanded, pursuant to and in the manner described by this Declaration to the same extent and with the same effect as the Owners of Part 4A & 4B Lots in Laurelwood. Developer hereby grants for the benefit of and appurtenant to the Lots in Laurelwood, and their Owners, non-exclusive easements to use the Common Areas in the Project as expanded, pursuant to the provisions and in the manner prescribed by this Declaration to the same extent and with the same effect as the Owners of the project as expanded.

C. AMENDMENT. Notwithstanding anything to the contrary in this Declaration, the provisions of Section 2 of Article II may

not be amended without the prior written consent of Developer so long as it owns any interest in the Existing Properties or Expansion Properties described herein.

SECTION 3. ANNEXATIONS.

A. Except as provided in Paragraph 3B hereof, additional residential property and Common Areas outside the limits of the Expansion Property described in Section 2 of this Article may be annexed and brought within the scheme of this Declaration with the assent of fifty-one per cent (51%) of the total votes cast by Class A Members and the Class B Member, if any, of the Association, combined, in person or by proxy, at a special meeting duly called for such purpose, provided that:

(1) Such additions are not inconsistent with the provisions of the Preamble hereof;

(2) Such additions will become subject to assessment for their just share of Common Expenses; and,

(3) If a favorable vote is obtained to annex additional property, as herein provided, such annexation shall become effective only upon the filing in the office of the Chancery of Rankin County, Mississippi, of a Supplementary Declaration of Protective Covenants, Conditions, and Restrictions with respect to the annexation property which shall extend the scheme of the Protective Covenants, Conditions, and Restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the Protective Covenants, Conditions and Restrictions contained in this Declaration as may be necessary to reflect the different character,

if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the Covenants established by this Declaration, or any amendments hereto, within the Existing Property of the Expansion Property.

B. Owners of Lots 1 through 176, Parts 1, 2 and 3 of Laurelwood Subdivision, which are currently located outside of Laurelwood, Part 4A & 4B, may become a part thereof voluntarily and subject one or more of said lots to all burdens and benefits of this Declaration of Covenants, Conditions and Restrictions and the By-Laws and Rules and Regulations of the Laurelwood Homeowner Association by executing in recordable form a Declaration of Intent so to do.

SECTION 4. MERGER. In accordance with the Governing Documents, the rights and obligations of the Association, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the rights and obligations of another association may by operation of law be added to the rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration within the Existing Property except as herein provided.

SECTION 5. AMENDMENT OF PLAT. In the event it shall be necessary or desirable to amend the recorded plat covering any section of Laurelwood, Part 4A & 4B, such plat may be amended upon the consent the Developer, so long as it owns any portion of the Subdivision.

ARTICLE III.

LAURELWOOD HOMEOWNER ASSOCIATION, INC.

SECTION 1. ORGANIZATION.

A. THE ASSOCIATION. The Association is, a nonprofit corporation organized and existing under applicable laws of the State of Mississippi, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, By-laws, and this Declaration, as such may be amended from time to time; provided, that neither the Articles nor By-laws, shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

B. SUBSIDIARY ASSOCIATION. The Association shall have the right to form one or more subsidiary associations, for any purpose or purposes deemed appropriate by a majority vote of its Board of Directors. Without limiting the generality of the foregoing, one or more subsidiary associations may be formed for the operation and maintenance of any specific area or function within the Subdivision; however, such subsidiary association shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

SECTION 2. MEMBERSHIP.

A. **DEFINITION.** Members shall include all fee simple Owners of Lots in the Subdivision. Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the Governing Documents.

B. **MEMBER'S RIGHTS.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the Governing Documents.

C. **VOTING RIGHTS.** The Association shall have two classes of voting membership, as follows:

(1) CLASS A. Class A Members shall be all Owners of Lots with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves determine (subject to sub-paragraph (2D) below, but in no event shall more than one vote be cast with respect to any Lot.

(2) CLASS B. Class B Member shall be the Developer, who shall have three votes for each Lot it owns in all matters including the election of Directors. The Class B Membership, and all rights appurtenant to such membership, shall cease when the Developer no longer owns Lots. At any time after the Class B Member shall cease, if the Developer subsequently plats the Expansion Property or annexes property to the Subdivision as

permitted by Article II, then the status of the Developer as a Class B Member shall be fully reinstated for so long as it continues to own Lots.

D. **EXERCISE OF VOTE.** The vote appurtenant to any Lot, which is held by more than one person, may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote appurtenant to such Lot shall not be counted.

SECTION 3. **BOARD OF DIRECTORS**

A. **COMPOSITION.** The number and method of selection of Directors shall be as provided in the By-laws.

B. **EXTENT OF POWERS.**

(1) The Board of Directors shall have all powers for the conduct of the affairs of the Association which are enabled by law, this Declaration and any Supplementary Declaration which are not specifically reserved to Members, the Developer, or the Architectural Review Committee in said documents.

(2) The Board of Directors shall exercise its powers in accordance with the Governing Documents.

C. **POWERS AND DUTIES.** Without limiting the generality thereof, the Board shall have the power and obligation to perform the following non-exclusive list of duties:

(1) **Real and Personal Property.** To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the

acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV, respectively;

(2) **Rule Making.** To establish rules and regulations for the use of property as provided in Articles IV and VI to review, modify and approve architectural standards adopted by the Architectural Review Board;

(3) **Set Budgets.** Determine Common Expenses and set budgets and reserves.

(4) **Set Assessments.** To fix, levy and collect assessments as provided in Article V;

(5) **Easements.** To grant and convey easements to the Common Area as may become necessary;

(6) **Employment of Agents.** To employ, enter into contract with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association;

(7) **Appeals.** To decide appeals relative to architectural review applications as provided herein;

(8) **Enforcement of Governing Documents.** To perform such acts, as may be reasonably necessary or appropriate, including bring suit, causing a lien to be foreclosed or suspending membership rights, including but not limited to voting rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to approval which may be filed and is pending;

(9) **Disputes.** To determine matters of dispute or disagreement between Owners with respect to interpretation or application of the Governing Documents, which determination shall be final and binding on all Owners;

ARTICLE IV

COMMON AREAS

SECTION 1. **OBLIGATIONS OF THE ASSOCIATION.** The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the exclusive management and control for the benefit of the Members of the Common Areas conveyed to it and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean and attractive order and repair in compliance with standards contained in this Declaration.

SECTION 2. **ASSOCIATION RIGHTS.** The Members' rights and easements of enjoyment in and to the Common Areas shall be subject to the following:

A. The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas or use of the Common Areas by the Members of the Association and their guests;

B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his property remains unpaid for more than thirty (30) days after notice; and the right of the Association to suspend the rights of an Owner for a

period not to exceed sixty (60) days after notice for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

C. The right of the Association to borrow money for the purpose of acquiring and improving Common Areas and related facilities in a manner designed to promote the enjoyment and welfare of its members and in aid thereof to mortgage such property;

D. The right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and/or foreclosure;

E. The right of the Association to reasonably limit the number of guests of members to the use of any facilities which are developed upon the Common Areas; and,

F. The right of the Association to create and sell a non-resident class of non-voting recreational membership, subject to rules and regulations therefor adopted and published by the Board of Directors of the Association.

SECTION 3. MEMBER DELEGATION OF USE. Any Owner may delegate, in accordance with the Association By-laws, his right to enjoyment to the Common Areas and facilities to the members of his family, his guests, or contract purchasers who reside on the property, subject to such general regulations as may be established by the Association.

SECTION 4. DAMAGE OR DESTRUCTION OF COMMON AREA BY OWNERS. In the event any Common Area is damaged or destroyed by an Owner or

any of Owner's guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area. The Association shall repair said damaged area in good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Restoration Assessment, (Article 5, Section 7) upon the Lot of said Owner.

SECTION 5. **TITLE TO COMMON AREAS.** Title to the Common Areas shall be assigned to the Association by the Developer at such time as the Developer deems appropriate, in its sole discretion. At the time of such assignment, the Association shall assume all responsibility and become liable for the Common Areas so assigned.

ARTICLE V

COVENANT FOR ASSESSMENTS

SECTION 1. **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Developer hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and, (3) Restoration Assessments incurred by Owners damaging Common Area properties. The Annual, Special and/or Restoration Assessment, together with interest thereon, late charges and costs of collection, and reasonable

attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such Assessment together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent Assessment shall not pass to Owner's successor in title unless expressly assumed by the successor in title with the written consent and approval of the Board of Directors of the Association. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Areas or abandonment of his lot.

SECTION 2. PURPOSE OF ANNUAL ASSESSMENT. The assessment levied by the Association shall be used exclusively to provide services and to promote the recreation, health, and welfare of the residents in the Subdivision and for the improvements and maintenance of the Common Areas within the development. An adequate reserve for replacements of facilities and equipment shall be established and funded from the Annual Assessment. The funds of this reserve shall be deposited separately in a financial institution account insured by the United States Government. It may be used only for the replacement of improvements to the Common Areas or major repairs thereto warranted by their deterioration or through destruction from any cause.

SECTION 3. COMMON EXPENSE & MINIMUM SERVICES PROVIDED. The specific services to be provided shall be decided upon by the

Association's Board of Directors. As a minimum they will include:

A. The cost of all operating expenses of the Common Areas and facilities and services furnished;

B. The cost of necessary management and administration;

C. The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay;

D. The cost of adequate fire and extended liability insurance on all Common Areas and facilities and any other insurance the Association may effect;

E. The cost of maintaining, replacing, repairing and landscaping the Common Areas, lake and facilities as the Association's Board of Directors determine to be necessary and proper; and,

F. The cost of funding all reserves established by the Association, including a general operating reserve and a reserve for replacements.

G. All payments toward debts owed by the Association.

SECTION 4. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES.** The Annual Assessment provided for herein shall commence on the first day of the month immediately following the conveyance of the first lot to an Owner and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the first Annual Assessment against each Lot by a majority vote. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due

dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The Annual Assessment may be collected in advance on a periodic pro-rata basis at the option of the Board of Directors.

SECTION 5. **CHANGES IN ANNUAL ASSESSMENT.** Changes may be made in the Annual Assessment as follows:

A. From and after January 1 of the year immediately following the year or that part of the year in which the First Annual Assessment is imposed, the Annual Assessment may be increased by the Board of Directors each year not more than ten percent (10%) above the prior Annual Assessment;

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner who is not the Developer or a Participating Builder, the Annual Assessment may not be increased above the amount which can be set by the Board of Directors without the vote or written assent of simple majority of members; and,

C. The Board of Directors of the Association may after consideration of current maintenance costs and future needs of the Association, fix the Annual Assessment for any year at a lesser amount than that for the previous year.

SECTION 6. **SPECIAL ASSESSMENT.** In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only

for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of each class of members.

SECTION 7. **RESTORATION ASSESSMENT.** The Association may levy a Restoration Assessment upon any Lot whose Owner damages or causes to be damaged any portion of the Common Areas, as provided in Article IV, Section 4, and upon any Lot whose Owner fails to maintain such Lot, as provided in Article VII, Sections 9 and 15. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration and the cost of collection thereof; and such shall constitute a lien against a Lot, recordable among land records.

SECTION 8. **NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 5(B) and 6.** Any action authorized under Section 5(B) and 6 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than 10 days or more than 30 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite simple majority of Members; Members, who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

SECTION 9. **UNIFORM RATE OF ASSESSMENT.** Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or yearly basis as determined by the Association's Board of Directors; such assessments shall be determined as follows:

A. Platted Lots with completed Living Units shall be assessed at one hundred percent (100%) of Assessment as established by the Association.

B. Vacant Platted Lots or Lots with Living Units under construction shall be assessed at 25 percent of the Assessment until sold by the Participating Builder.

C. Vacant platted Lots owned by the Developer shall not be subject to Assessment by the Association.

D. No assessment of any kind or nature shall be levied by the Association against any areas not platted or reserved for future development by this Declaration.

SECTION 10. **EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.** Any assessment not paid within thirty (30) days after the due date shall be considered delinquent and shall be subject to a late fee to be determined by the Board of Directors and also shall bear interest from the due date at a rate to be determined by the Board of Directors for each assessment period not to exceed the maximum rate which may be charged under applicable State and Federal laws. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner or Member may

waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot. Each Owner, by his acceptance of a conveyance of a Lot, hereby expressly vest in the Association, or its agents, the right and power of to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available, including judicial and non-judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Members.

SECTION 11. **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Owner of a Lot may create a second mortgage on the condition that any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, liens for Assessments and other payments created by this Declaration, by the By-laws and Rules and Regulations of the Association.

SECTION 12. **EXEMPT PROPERTY.** Common Areas dedicated to, and accepted, by the Association are exempt from assessments created herein.

SECTION 13. **LIMITATION OF LIABILITY.** Neither the Association nor the Developer shall be liable for any failure of any services to be obtained by the Association or paid for out of its Common Expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas and community facilities or from any wire, pipe, drain, conduit or the like. Neither the Association nor the Developer shall be liable to any Member or guest for loss or damage by theft or otherwise, of articles which may be stored upon the Common Areas or in community facilities. No diminution of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or facilities or from any action taken by the Association or the Developer to comply with any law or ordinance or with the order or direction of any state, county or municipal government authority.

ARTICLE VI

ARCHITECTURAL CONTROL BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained within the Development, nor shall any exterior addition to or change or alteration therein be made to any structure until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall

have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Developer, or by the Association.

SECTION 1. **CREATION OF ARCHITECTURAL CONTROL BOARD.** The Developer or the Association shall designate representative and select members for an Architectural Control Board to act on its behalf.

SECTION 2. **FAILURE TO ACT.** In the event said Developer, or the Association or its assigns, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the constructions has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 3. **APPEAL OF DECISION.** An applicant may appeal an adverse Architectural Control Board decision to the Developer, or Board of Directors of the Association who may reverse or modify such decision by a two-thirds vote of the Directors present at such meeting.

ARTICLE VII

PROTECTIVE COVENANTS

OF LAURELWOOD SUBDIVISION

SECTION 1. **LAND USE AND BUILDING TYPE.** All lots shown on the recorded plat of Laurelwood, Part 4A & 4B, Lots 177-242 (inclusive), the "Subdivision", shall be known, described and used as residential lots. No structure shall be erected, altered,

placed or permitted to remain on any of said lots herein designated in said Subdivision other than one single family residential unit constructed for the purpose of housing not to exceed one family, not exceeding two (2) stories feet in height along with customary outbuildings, such as garage, carport or storage building, either separated with or in connection with the main dwelling.

SECTION 2. **RESIDENTIAL PURPOSE.** The term "residential purpose" shall generally be defined as single-family homes, and shall exclude any and all home occupations and commercial and professional uses, and among other things, group quarters, beauty parlors, mechanics, auto or lawn mower repair shops, garage apartments, apartment houses, duplex and multifamily residences, profit or nonprofit nursing homes, churches, schools, and other similar private or charitable enterprises. Any and all such usages of this property are hereby expressly prohibited. However, this paragraph shall not prohibit use of a portion of a residence as a part-time professional office, provided that no signs advertising such use are posted on or about the premises, no person other than members of the family residing on the premises shall be engaged in such occupation; there is no change in the outside appearance of the premises or other evidence of such home occupation; no equipment or process is used in such home occupation which creates noise, vibration, glare, fumes, odors, electrical interference detectable to the normal senses of the lot; no additional traffic is generated in the Subdivision because of such use, and an annual permit for such use is obtained from the appropriate governing

authority. No noxious or offensive trade or hobby activities, including automotive repair visible from the front street, shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to other property owners within the Subdivision.

SECTION 3. **TIMELY CONSTRUCTION.** The exterior of all structures and grounds related thereto within the Subdivision must be substantially completed in accordance with the plans and specifications approved by the Developer within twelve months after construction of the same is commenced, except where such completion is impossible or is the result of matters beyond the control of the developer or builder, such as strikes, casualty losses, national emergencies or acts of God.

SECTION 4. **BUILDING LOCATION.** No building or any extension or part thereof (excluding exterior air conditioning equipment), shall be erected on any residential lot in the Subdivision nearer than twenty-five (25) feet from the front lot line; or nearer than twenty-five (25) feet from the rear lot line; or nearer than five (5) feet from the side lot line of such lots, as shown on the recorded Plat. On corner lots, the building setback line shall be the minimum front yard setback line of twenty-five (25) feet from any existing or proposed right-of-way of any street or road as the dwelling shall face the street and the side yard building setback line shall be one-half (1/2) of the minimum front yard setback line, or twelve and one-half (12-1/2) feet. Driveways and sidewalks shall not be considered as an extension of the structure

for the purposes of setbacks. Driveways and sidewalks may intrude upon the front, side and rear set back requirements. Eaves of buildings located within the setback lines provided in this paragraph may extend across setback lines, but shall not extend across any other lot lines.

SECTION 6. **DWELLING SIZE.** No main residential structure shall be permitted on any lot in the Subdivision, with a heated and cooled living area of less than 1200 square foot, provided the Developer may approve up to a ten percent (10%) variance at its discretion. For the purpose of determining heated and cooled living area, porches (other than glass enclosed), garages, and storage areas, shall not be included in determination of livable heated and cooled floor area of each residence.

SECTION 7. **ARCHITECTURAL CONTROL BOARD.** The plans and specifications for any structure to be constructed on a Subdivision lot must be submitted to the Developer, or the designated representative or assigns, for approval prior to commencement of construction. Plans and specifications shall include, but not be limited to, a plat of the location of the structure on the lot, the floor plans and elevation of the structure, specification building materials list including roofing, brick, siding, and exterior color selection. The Architectural Control Board, to be appointed by Developer, will approve or disapprove said plans and specifications including exterior material and color selections. It is the intent of the Developer to preserve an overall harmonious, pleasing appearance of the Subdivision through architectural control of exterior color and material selections, structure design and elevation. Such approval will not be unreasonably withheld.

SECTION 8. GARAGES OR CARPORTS. Each single family structure shall be required to have a covered off street parking facility for not less than two automobiles; however, a garage or carport is not required for each residential structure. In the event that a residential structure is not afforded a carport or garage, a privacy fence must be installed to cover most of the perimeter of the rear yard. Deviation from this restriction shall require approval of the Architectural Control Board.

SECTION 9. PRIVACY FENCING. All privacy fencing materials and location must be approved by Architectural Control Board. Fencing material must be of treated wood and conform to height and design as specified by Architectural Control Board.

A. Installation of chain-link, cyclone, or other wire fencing is not permitted. No fence, wall, or hedge shall be placed on any of the said lots nearer to any street than is permitted for the house on said lot. Developer, or Association, reserves the right to remove or cause to be removed, at Owner's expense, any fence, hedge, wall or other structure which interferes with the visibility required for the safe flow of vehicular traffic.

B. An exception to the Subdivision standard privacy fencing will be the installation by Developer of any type of fencing he may choose to enclose certain perimeters of the overall Subdivision or decorative fencing to enhance the visible appearance.

SECTION 10. VISIBILITY OF MECHANICAL EQUIPMENT. No mechanical equipment, such as a filter system or vacuum system for swimming pools, shall be located so as to be visible from the

street and must be enclosed by treated wood fencing: except, however, an air conditioning compressor used in connection with the main Living Unit may be located on the side of such dwelling, provided that the unit is screened from street view by shrubbery or by Subdivision standard privacy fence. No air conditioning compressor may be located on the front of any structure facing the street.

SECTION 11. **OUTBUILDINGS.** Outside storage buildings are permitted and shall be located to the rear of the main Living Unit: however, there shall be no outside storage building placed on any lot unless the backyard is enclosed by privacy fencing. No outside storage building shall exceed a height of seven (7) feet and must be specifically approved by the Architectural Control Board.

SECTION 12. **ANCILLARY STRUCTURES.** All ancillary structures, including garages, storage buildings, gazebos, hothouses, and pool or patio covers must be placed within the setback lines established herein and must be approved by the Architectural Control Board. No garage or outbuilding on said property shall be used as a permanent residence or living quarters.

SECTION 13. **MAIL BOX REQUIREMENT.** All mail boxes shall be of standard design as approved by the Architectural Control Board. Said residential mail box shall be installed prior to close or final inspection of any house constructed on each lot.

SECTION 14. **LANDSCAPING REQUIREMENT.** There shall be a minimum of landscaping installed around each house to be constructed on said Lot. This minimum landscaping shall be

determined by the Architectural Control Board. In addition, there shall be a requirement that when no trees are located on an individual lot, one tree must be planted in the front yard of any house constructed thereon. This tree shall not be less than two inches (2") in diameter at the base of its trunk.

SECTION 15. **LOT APPEARANCE.** Each owner shall maintain the appearance of his Lot in high quality condition, and will provide and maintain landscaping on all easements and utility boxes located on his lot. The grass, flowers, and shrubbery must be kept in orderly fashion. Grass, weeds, and vegetation on each lot owned shall be kept mowed at regular intervals by each Owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants which die shall be promptly removed from such lots. This requirement applies to all Lots owned before and after a home is built on the Lot. Should any Owner refuse or neglect to comply with the terms of this paragraph, the Developer, or Association may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the Owner of such lot shall be obligated immediately to reimburse the Developer or Association for the cost of such work, which cost shall be considered a Restorative Assessment and shall constitute a lien upon the Lot.

SECTION 16. **EXTERIOR TV AND RADIO APPARATUS.** No TV satellite dishes or similar apparatus may be installed on any lot. No radio or TV antennas may be installed which extend above the main structures roof line. Any deviation from this restriction shall require approval of the Architectural Control Board.

SECTION 17. **TEMPORARY STRUCTURES.** No structures of a temporary character, trailer, tent, basement, shack, barn or other outbuilding shall be used on any lot in the Subdivision at any time as a residence, either temporarily or permanently, nor shall any such structure be visible from the street.

SECTION 18. **LOT SUBDIVISION.**

A. No lot or lots platted in the Subdivision may hereafter be subdivided: however, nothing in the paragraph shall prohibit the building of a residence on any lot of said Subdivision as originally platted.

B. In the event an Owner of two or more contiguous lots desires to construct one Living Unit occupying a portion of both lots, then the covenants, conditions, and restrictions contained herein shall apply as if the contiguous lots were one single lot.

SECTION 19. **EASEMENTS.** Easements for installation and maintenance of utilities, drainage facilities and green belt preservation are reserved as shown on the recorded plat. Without written approval of the Architectural Control Board: (1) No privacy fencing shall intrude in such easement; and, (2) No trees shall be cut or removed from easements. If an approved fence is place upon an easement and it becomes necessary for the utility company or Town of Flowood to enter that easement, all costs for removal of and replacement of such fence shall be borne by the Lot Owner.

SECTION 20. **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that

dogs and cats or other household pets may be kept, provided that such are not kept, bred, or maintained for any commercial purpose. All pets must be kept on a leash and under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents. All pets must be properly vaccinated and registered with appropriate public authorities. Any outside enclosures for dogs, cats, or other household pets shall be located behind the rear of the Living Unit, shall be screened from public view and shall be maintained in a safe and sanitary condition, in accordance with the general rules and regulations of any governing authority.

SECTION 21. **VEHICLES & RECREATIONAL EQUIPMENT.** Campers, camper trailers, recreational vehicles, boats and/or boat trailers, trailers and trucks shall be stored within the confines of the carport or garage, or behind privacy fencing.

SECTION 22. **LAKE AREA.** Use of lake areas is limited to the following:

A. Water recreational equipment, such as small boats, canoes, rafts, flotation devises must be propelled by paddles or no greater than 1/2 horse-power electric motors. No gasoline motors are allowed on the lakes. All boats, canoes, rafts, flotation devises must be removed from the lake when not in use.

B. No docks, piers or walk-ways, which extend into the lake areas, may be constructed on any Lot. The Common Area is, however, exempted from this limitation.

C. There shall be no pumping of water or irrigating allowed from the lake.

D. Swimming is not allowed in the lake.

SECTION 23. **SIGNAGE.** No sign of any kind shall be displayed to the public view on any lot without consent of the Developer except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period, said sign to be located within the confines of the lot.

SECTION 24. **GUNS, FIREARMS, WEAPONS.** No guns, firearms or weapons of any kind, including, but not limited to, handguns, rifles, shotguns, BB and pellet guns, or pistols, bows and arrows, sling-shot or other weapons shall be allowed on any street or Common Area or discharged anywhere within the confines of the Development.

SECTION 25. **NUISANCES.** No noxious or offensive trade or activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECTION 26. **DUMPING OF WASTE.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

SECTION 27. **SANITATION.** The use of privies, septic tanks, cesspools, or disposal plants for disposal of sewage is prohibited. The use of outdoor toilets is prohibited except during construction. All residences constructed in the Subdivision must be connected to the existing Town of Flowood sewerage system.

SECTION 28. **WATER SYSTEMS.** No individual water supply systems shall be permitted on any Lot. All residences constructed in the Subdivision must be connected to the Town of Flowood water supply system. Irrigation or pumping of water from the lake is strictly prohibited.

SECTION 29. **STRUCTURAL ALTERATIONS, ADDITIONS AND EXTERIOR COLOR.** If a Lot Owner desires to alter, deviate, change exterior appearance, enclose, or incorporate additions of any type, including, but not limited to, addition of carport or garage, which deviate from the original plans and specifications as filed with the Developer, or Architectural Control Board, the Owner must submit revised plans and specifications indicating location, materials, color selection, design and location plat to the Architectural Control Board for approval prior to commencement of construction of such alteration, change, deviation, exterior change, enclosure or addition. This requirement shall also apply to exterior color changes. It is the Developer's intent to maintain an attractive, harmonious appearance to said Subdivision.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. **SEVERABILITY.** All of the restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any Lot to which they apply shall be construed together, but if any one of the same shall be held to be invalid by judgment of court decree, or for any reason is not enforced or enforceable, none of the other restrictions or covenants shall be

affected or impaired thereby, but shall remain in full force and effect.

SECTION 2. **ENFORCEMENT.** If any Owner of any Lot, or his heirs, devisees, and assigns or successors shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said Lots in the Subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. In such an event, the Owner of the Lot or Lots causing the violation or upon which the violation occurs, shall pay all attorneys fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants, and regardless of whether suit is actually filed, all such fees, costs and expenses shall be a lien upon the Lot and improvements.

SECTION 3. **TERM.** These covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time these covenants shall be automatically extended thereafter for successive ten (10) year periods. At any time the Developer or seventy-five per cent (75%) of the Lot Owners in said Subdivision may, by written instrument filed and recorded in the Office of the Chancery Clerk of Rankin County, Mississippi, agree that these Covenants shall be terminated or changed in whole or in part.

SECTION 4. **CONSENT.** After a one (1) year period following the sale of the last Lot owned by the Developer, all consents required in this Declaration from the Developer shall be transferred to the Association, whose consent shall be required in lieu of the Developer's consent.

EXECUTED this 26th day of November, 1990.

FANNIN PROPERTIES II, LTD.

By: _____

Larry L. Johnson, as Managing General Partner

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for said county and state, on this 26th day of November, 1990, within my jurisdiction, the within named LARRY L. JOHNSON, who acknowledged that he is Managing General Partner of Fannin Properties II, Ltd., a Mississippi general partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

July 7, 1991
My Commission expires.

Notary Public

CHANCERY CLERK RANKIN COUNTY, MS

RANKIN COUNTY MS THIS INSTRUMENT WAS FILED FOR RECORD
90 11-26 AM 12:35
IN B 611 P 505
J. B. BARLOW, CHY. CLK.
BY _____ D.C.

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