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Larry D. Ishee, Chancery Clerk
by *Angela Arrington* D.C.

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STATE OF MISSISSIPPI
COUNTY OF JONES
FIRST JUDICIAL DISTRICT

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLANDS
SUBDIVISION (PHASE 3) AND THE VILLAGES AT HIGHLANDS**

TILLERY PROPERTIES, LLC
1508 W, 10th St.
Laurel, MS 39440
Telephone: 601-649-9459

INDEXING INSTRUCTIONS:

Section 24, Township 7 North, Range 13 West
NW ¼ of the NW ¼, Section 19, Township 7 North, Range 12 West

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HIGHLANDS SUBDIVISION (PHASE 3) AND
THE VILLAGES AT HIGHLANDS**

THIS DECLARATION is made and executed on this the 19th day of November, 2012, by TILLERY PROPERTIES, LLC, a Mississippi limited liability company, hereinafter referred to as "declarant".

WITNESSETH

WHEREAS, the declarant wishes to create and develop on the real property described on Exhibit "A" a distinctive residential community with common areas and community facilities reserved or dedicated for the use and benefit of the residents of said community; and

WHEREAS, the declarant desires to provide for the preservation of the values and amenities in said community, for the designation and maintenance of said common areas and community facilities; and to this end, the Declarant desires to subject all of said real property described in said Exhibit "A", including any and all improvements existing or to be constructed thereon, to the covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens hereinafter set forth, each of which separately is and all of which jointly are for the benefit of said real property described in said Exhibit "A", for the benefit of the declarant, and for the benefit of the subsequent grantees or successors to the declarant of any and all of said real property described in said Exhibit "A"; and

WHEREAS, the declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create a Homeowner's Association which can and shall be delegated and assigned the powers and duties of maintaining and administering said common areas and community facilities, administering and enforcing the covenants, conditions and restrictions hereinafter declared, and collecting and disbursing the charges and assessments hereinafter specified; and

WHEREAS, the declarant shall cause to be formed under the laws of the State of Mississippi, a non-profit and non-share corporation named Highlands Phase 3 Homeowner's Association, Inc., and such corporation shall have as its purpose the carrying out of the powers and duties mentioned herein; and

NOW, THEREFORE, TILLERY PROPERTIES, LLC, a Mississippi limited liability company, the declarant herein, and the Owner of the real property described in said Exhibit "A", does hereby declare that all of said real property described in said Exhibit "A" is and shall be held, conveyed, sold, hypothecated or encumbered, assigned, leased, rented, used, occupied, and improved subject to the covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, special assessments and liens, hereinafter set forth, all of which are agreed and declared to be in aid of a plan for the development of said community and the improvement of said real property described in said Exhibit "A", all of which shall be deemed to run with and bind said real property described in said Exhibit "A", and all of which shall insure to the benefit of and be enforceable by the declarant or

its successors, by the grantees of the declarant to all or any part of the said real property described in said Exhibit "A", or by any person acquiring or owning any interest in said real property described in said Exhibit "A" or an improvement thereon, including, without limitation, any person who holds such interest solely as security for the performance of an obligation or payment of a debt.

Article I
Definitions and Property Subject to Declaration

SECTION 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to wit:

- 1) Association. The word "Association" shall mean and refer to Highlands Phase 3 Homeowner's Association, Inc., which is a Mississippi non-profit, non-share corporation, and its successors and assigns.
- 2) Property. The word "Property" shall mean and refer to all the real property described in Exhibit "A" attached hereto.
- 3) Declaration. The word "Declaration" shall mean and include this instrument and all amendments hereto.
- 4) Covenants, conditions and restrictions. The expression "covenants, conditions and restrictions" shall refer to the covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens set forth in this declaration.
- 5) Lot. The word "lot" shall mean and refer to each of the numerically designated subdivided parcels of property constituting a part of the property. Each lot is either a "water-front lot", a "perimeter lot", or a "zero-lot line lot" as hereinafter defined. Each lot shall also be either an "improved lot" or an "unimproved lot" as hereinafter defined.
 - A) Water-front lot. The expression "water-front lot". The expression "water-front lot" shall mean and refer to those lots adjacent to any of the bodies of water located in Highlands, Phase 3, inclusive.
 - B) Perimeter lot. The expression "perimeter lot" shall mean and refer to all lots not adjacent to a body of water located in Highlands, Phase 3, inclusive.
 - C) Zero-lot line lot. The expression "zero lot line" shall mean and refer to all lots contained in The Villages at Highlands as well as any homes located in Phase 3 on which whose structures abut the common boundary with the adjacent lot and is fifteen feet (15) from the opposite boundary.

- D) Improved lot. The expression "improved lot" shall mean and refer to a lot on which the dwelling has been substantially completed or is occupied or would be reasonable considered as ready for occupancy.
- E) Unimproved lot. The expression "unimproved lot" shall mean and refer to a lot on which the dwelling has not yet been started or may have been started but, is not yet substantially complete or be reasonably considered as ready for occupancy. However, if a person acquires the fee simple in two or more contiguous platted lots, constructs on such contiguous platted lots only one dwelling, and by covenant made for the benefit of the Association and his successors and filed for record in the office of the Chancery Clerk of Jones County, Mississippi, declares that such contiguous platted lots shall thereafter be held, conveyed, sold, hypothecated or encumbered, assigns, leased, rented, used, occupied, and improved collectively in a manner which effectively combines such contiguous platted lots into one parcel of land, then such contiguous platted lots shall constitute one lot.
- 6) Person. The word "person" shall mean and include individuals, corporations, trusts, partnerships and all other legal entities, and any combinations or group of any of same.
- 7) Gated Community. The phrase "gated community" shall mean and include that portion of Highlands Phase 3 which is contained in The Village at Highlands, identified as such on Exhibit "A". The entrance to The Village at Highlands will be gated to provide security for the lots contained therein. The gate will be open from seven o'clock a.m. to seven o'clock p.m. (7 a.m. to 7 p.m.) for access by utility workers, mail carriers and the like. At all other times, owners will have security codes to access the gate.
- 8) Common areas. The expression "common areas" shall mean all those portions of the property, if any, designated and/or described in Exhibit B attached hereto. The designation of any portion of the property as common area shall not mean that the public at large acquires any easement of use or right of enjoyment therein.
- 9) Community facilities. The expression "community facilities" shall mean all real property assigned or otherwise available to the Association for the use, benefit and enjoyment of its members and their invited guests, and including lands subject to an easement for the benefit of the Association in the discharge of its responsibilities. The designation of any portion of the Property as a community facility shall not mean that the public at large requires any easements of use or right of enjoyment therein.

- 10) Dwelling. The word "dwelling" shall mean and refer to any building or portion of a building situated upon the property and designed and intended for use and occupancy as a residence by a single individual or family.
- 11) Owner. The word "owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot comprising part of the Property, including "contract sellers", but excluding those holding a security interest in such fee simple title solely as security for the performance of an obligation or payment of a debt.
- 12) Developer. The word "developer" or "declarant" shall mean and include said Tillery Properties, LLC, a Mississippi limited liability company. The word "developer" or "declarant" shall also mean and include any successors and assigns of the entire interest of said Tillery Properties, LLC.
- 13) Mortgagee. The word "mortgagee", as used herein, means and includes the mortgage in or the holder, insurer, or guarantor of any recorded mortgage, and the party secured or beneficiary in any recorded deed of trust, encumbering one or more Lots. The word "mortgage", as used herein, means and includes mortgage, deed of trust, and any similar encumbrance. The expression "first mortgage", as used herein, means a mortgage with priority over all other mortgages encumbering the same lot. The word "holder" as used herein, means the person entitled to the security afforded by a mortgagee or holder, shall mean and include mortgages or holders who are banks, trust companies, insurance companies, mortgage insurance companies, savings and loan Associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations, and any agency or department of the United States Government or of any state or municipal government.
- 14) Member. The word "member" shall mean and include every person holding any class of membership in Highlands Phase 3 Homeowner's Association, Inc. Each and every person who is, or who hereafter becomes, an owner of a lot comprising part of the property shall be a member of the Association.
- 15) Community. The word "community" shall mean that certain residential development known generally as Highlands Homeowner's Association, Inc., which is being constructed, and which hereafter will be constructed and/or improved by the Declarant and others on the real property described in Exhibit "A" attached hereto.
- 16) Board of Directors. The expression "board of directors" shall mean and include the Board of Directors of Highlands Phase 3 Homeowner's Association, Inc.

- 17) By-Laws. The word "by-laws" shall mean and include the by-laws of the Associations and all amendments thereto.
- 18) Herein. The word "herein" shall mean in this declaration.
- 19) Fee simple. The words "fee simple" shall mean and refer to the fee simple title acquired or held by an Owner, his heirs, successors and/or assigns, pursuant to a Deed from the Declarant.
- 20) Lake. The word "lake" shall mean and refer to any body of water, included in or around the Property.
- 21) Highlands Utilities, LLC. The Mississippi limited liability company formed to provide water and sewer service to the members of the Association.

SECTION 2. Property subject to declaration. The real property which is and shall be held, conveyed, hypothecated or encumbered, assigned, leased, rented, used, occupied, and improved subject to this declaration is comprised of that certain parcel of real property which is described in Exhibit "A" attached hereto, and made a part hereof as if copied at length herein.

SECTION 3. Initial common areas. Each of the parcels of real property described in Exhibit "B" attached hereto is hereby declared to be "common area" and the fee simple title therein shall be held by the Association for the common use, benefit and enjoyment of the members. The designation of said parcels as common areas shall not mean that the public at large acquires any easement of use or right of enjoyment therein.

Article II Property Rights

SECTION 1. Owner's easement of enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (1) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any community facilities (excluding streets, roads and parking areas which have been accepted by Jones County, Mississippi for maintenance) situated upon the Property by the members and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each member; and
- (2) The right of the Association to suspend any member's voting rights and any member's rights to use the common areas and community facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to suspension for any reason) for any period during which any assessment, special assessment or fine remains unpaid after 30 days notice from the Association for said assessment, special assessment or fine or for any infraction of any of the published rules and regulations of the Association after sixty (60) days notice from the Association; and

- (3) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless two-thirds (2/3) of the then members of the Association consent to such dedication, transfer, purpose and conditions, at a special meeting of the members duly called for such purpose or an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of members has been recorded.
- (4) The right of the Association, in accordance with its Charter of Incorporation and By-Laws, to borrow money for the purpose of improving the common areas and community facilities in a manner designed to promote the enjoyment and welfare of the members, and in aid thereof, to mortgage any of the common areas and community facilities, provided, however, that no such borrowing shall be done and no such mortgage shall be executed unless and until same has been approved by the vote of at least two thirds (2/3); and
- (5) The right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure; provided however, that any such steps are in conformity with the other provisions of this declaration; and
- (6) The right of the Association to adopt reasonable rules respecting use of the common areas and community facilities to reasonably limit the number of guests of members who may use any facilities on the property; and
- (7) The right of the Association, acting by and through its board of directors, to grant licensees, right-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the developers or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the common areas and community facilities; and
- (8) The right of the Association, acting by and through its board of directors, to open the common areas and community facilities, or any portions thereof, to a wider group of persons, all for such purposes and on such basis as the board of directors may from time to time consider appropriate; and
- (9) The rights of the owners of lots to perpetual easements over and upon any of the common areas and community facilities for support, for the purpose of necessary repairs and maintenance, for maintenance of reasonable appurtenance to the dwellings, and for reasonable ingress and egress to and from any dwelling through and over the common areas and community facilities; and

- (10) The right of each member to use the streets, roadways, and vehicular parking areas situated upon the common areas and community facilities; provided, however, that each member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this declaration and which the board of directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the common areas and community facilities.
- (11) The right to dedicate or grant to Jones County, Mississippi or such other governmental authority having jurisdiction over the property, the streets and right-of-ways to be located on the Property and all additions thereto as annexed pursuant to the provisions of this declaration. In the event that said streets and right-of-ways have not been dedicated to Jones County, Mississippi or the governmental authority having jurisdiction over the property the Association shall have the right to dedicate said streets and right-of-ways to such governmental authority at such time that such authority will accept the dedication thereof and agree to maintain the streets and right-of-ways as public streets.

SECTION 2. Rights not subject to suspension. Notwithstanding anything in this declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in sub-paragraphs (9) and (10) of Section 1 of this Article II for any reason whatsoever.

SECTION 3. Delegation of use. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of his family who reside permanently with him, his tenants, or contract purchasers who reside on the property and guests, all subject to such reasonable rules and regulations as the board of directors of the Association may adopt and uniformly apply and enforce.

Article III Membership and Voting Rights in the Association

SECTION 1. Memberships and Voting Rights. The members of the Association shall be and consist of each and all of the following, to-wit:

- (1) Every person who is, or who hereafter becomes, an owner of record of the fee title to a lot. The expression "owner of record of the fee title to a lot" shall include a contract seller of any such lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.
- (2) Each person who is or who hereafter becomes the owner of record of fee title to a lot shall be entitled to one (1) vote for each lot owned. Any platted lots subsequently combined to form one lot shall be entitled to votes calculated on the original lots, with the exception of those issues relating solely to The Village at Highlands. Those members occupying patio homes located in The

Village at Highlands will be the only members allowed to vote on issues pertaining to The Village at Highlands, but not excluded from other general issues

SECTION 2. Memberships appurtenant to real property. In every case, the membership of members shall be appurtenant to the ownership of a lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

SECTION 3. Other voting provisions. If the fee title to a particular lot is owned or record by more than one person or entity, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or own-voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenance to said lot shall not be counted.

Article IV Covenants for Assessments

Section 1. Creation of the lien and personal obligation of assessments. Declarant, for each lot owned by him within the properties, hereby covenants and agrees, and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual maintenance assessments or charges for purposes set forth in Article IV, Section 2 and (2) special assessments for capital improvements as set forth in Article IV, section 4 such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment together with such interest thereon and cost collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting health, safety and welfare of the residents of the properties, and in particular for the improvement and maintenance of the common area; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of the common area, including but in no way limited to the following:

- (a) The amount of all operating expenses for operating the common areas and common facilities and furnishing the services furnished to or in connection with the common areas and common facilities, including charges by the Association for any services furnished by it; and

- (b) The cost of necessary management and administration of the common areas and common facilities, including fees paid to any managing agents; and
- (c) The amount of all taxes and assessments levied against the common areas and common facilities; and
- (d) The cost of fire and extended coverage and liability insurance on the common areas and common facilities and the cost of such other insurance as the Association may place in force with respect to the common areas and common facilities; and
- (e) The cost of garbage and trash collection to the extent provided by the Association, and of utilities and others services which may be provided by the Association, whether for the common areas and common facilities or for the lots, or both; and
- (f) The cost of maintaining, replacing, repairing and landscaping the common areas and common facilities and the cost of such equipment as the board of directors shall determine to be necessary and proper in connection therewith; and
- (g) The cost of funding all reserves established by the Association, including, when appropriate, a general operation reserve and a reserve for replacement.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars per Lot. (\$240.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year. Increases of more than 10% of the prior year's assessment can only occur with a 2/3 vote of the membership.

Section 4. Special Assessments.

- (a) **Special Assessments for Capital Improvement.**
In addition to the annual assessment authorized above, the Association, through its Board of Directors, 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, reconstruction, repair or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto.
- (b) **Special Assessments for Willful or Negligent Acts.**
Upon an affirmative vote of a simple majority (51%) of Members in interest, the Association may levy special assessment against individual Lot Owners, for reimbursement for repairs occasioned by the willful or negligent acts of the Lot Owners and not ordinary wear and tear.

(c) Special Assessments for Fire Protection and Work Performed by Declarant or the Association.

(i) The Association is hereby authorized to assess each Lot upon which a dwelling has been placed or constructed with an amount equal to the charge by the City of Ellisville for backup fire protection pursuant to an agreement by and between the Association and the City of Ellisville now in force and as may be hereafter amended.

(ii) The Association is hereby authorized to assess each Lot for the cost of all work or activity performed on any such Lot pursuant to Article IX, Section 4 or Article XI, Section 15.

(d) Special Assessment for members of The Villages at Highlands. The Association is hereby authorized to assess and levy against each Lot in The Villages an amount necessary for the operation, construction, reconstruction, repair or replacement of all capital improvement upon the property used primarily by the Owners of Lots in The Villages, including but not limited to all gates, fences, sewage system and street lights, as well as all services provided primarily for the benefit of Owners of Lots in The Villages.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Annual and Special Assessments. Both annual and special capital assessments must be fixed at a uniform rate for all Lots payable as set forth in Section 4 above. Unless two-third (2/3) of Members and their respective first mortgagees (and if their interest be affected, the Federal National Mortgage Association, Federal Housing Administration and the Veterans Administration) have given prior written approval, the Board of Directors of the Association shall not change the pro rata interest or obligations of any Lot (or owner thereof) for the purposes of levying annual and special capital assessments and charges. The Association may add to the assessments to an individual Lot Owner such additional maintenance expense as may be required to care for such Owner's yard to the extent the extra expense is due to special or extraordinary landscaping beyond that which is normal among the other owners.

Section 7. Date of Commence of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates shall be established by the Board of Directors.

Section 8. Duties of the Board of Directors with Respect to Assessments.

- (a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.
- (b) Written notice of the assessment shall thereupon be delivered or mailed to every owner subject thereto.
- (c) The Board of Directors shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

- (a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and deemed the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.
- (b) The Association shall give written notification to the holder(s) of any mortgage of the non-paying Owner of such Owner's Default in paying any assessment when such default has not been cured within sixty (60) days, pursuant to Article XIV, Section 7 of the Declaration.
- (c) If any assessment or part thereof is not paid within forty (40) days after the delinquency date, the unpaid amount of at the maximum interest rate per annum which can be charged to individuals and the Association may, at its election, bring an action at law for equity against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereof after giving Notice to the holder of any Recorded First Mortgage as set out in Article XV. There shall be added to the amount of such assessment to costs of preparing and filing the complaint in

such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action and /or all costs of foreclosure, including a reasonable attorney's fee.

Section 10. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and community facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into such fund shall be conclusively deemed to be a common expense of the Association, and all such amounts, or, in the discretion of the Board of Directors, may be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve for replacements of the purpose of affecting the replacement of the Common Areas and community facilities, for major repairs to any sidewalks, parking areas, streets or roadways on the Property, for equipment replacement, and for startup expenses and operating contingencies of a nonrecurring nature relating to the Common Areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriated. The proportional interest of each Member in any such reserve shall be considered an appurtenance to the Lot to which it appertains, and shall be deemed to be transferred with such Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any Recorded First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the 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 became due prior to such sale or transfer. This subordination shall not apply to second mortgages. No sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.

Article V General Powers and Duties of Board Of Directors of the Association

Section 1. Powers and Duties. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of Association, and in managing and administering such affairs, the Board of Directors shall have power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by these By-Laws may be exercised and

done only by the Members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of these By-Laws and the Declaration; and
- (b) To provide for the establishment, assessment, collection, use and expenditure of assessments and carrying collection, from the Members, and for the filing and enforcement of liens therefore in a manner consistent with law and the provisions of these By-Laws and the Declaration; and
- (c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide services on the project in a manner consistent with law and the provisions of these By-Laws and the Declaration; and
- (d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements shall be consistent with law and with the provisions of these By-Laws and the Declaration; and
- (e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the then current fiscal year; and
- (f) To purchase insurance upon the Common Areas and community facilities in the manner provided for in these By-Laws; and
- (g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of these By-Laws and to otherwise improve the Common Areas and community facilities; and
- (h) To lease and to grant licenses, easements, rights-of-way, and other rights of use in all or any part of the Common Areas and community facilities; and
- (i) To purchase Lots and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration
- (j) To employ for the Association, at their sole discretion, a management agent or manager (herein at times established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, *inter alia*, that such agreement may be terminated by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

**Article VI
Insurance**

- (a) The Association shall obtain fire and extended coverage and comprehensive public liability insurance in such limits, form and companies, as the Board shall deem advisable to adequately insure the Common Areas and Common Facilities and protect the Owners from and against liability in connection with the Common Area.
- (b) All costs, charges and premiums for all insurance authorized by the Board as provided herein shall be a common expense of all Owners and a part of the assessment.
- (c) Each Owner shall be solely responsible at his own expense and cost for his own personal insurance on any and all improvements constructed on any Lot, the contents of his own residence, carport or parking space, including decorations, property stored elsewhere on the properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense.

**Article VII
Ad Valorem Property Taxes**

Each Owner shall be responsible for and promptly pay ad valorem taxes on his Lot. The Association shall pay the ad valorem taxes on the Common Area and Common Facilities.

**Article VIII
Architectural Control**

Section 1. Architectural Review

- (a) No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the proposed plans and specifications showing the nature, kind, shape, height, materials, exterior color or finish, (plot plan showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been submitted to and approved in writing by the Board, or by an architectural sub-committee, the Architectural Review Committee, composed of three (3) or more representatives appointed initially by Declarant and ultimately by the Board. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Architectural Review Committee.
- (b) Two (2) copies of all plans and related data shall be furnished the Architectural Review Committee. One copy shall be retained by the committee and the other copy shall be retained by the Property Owner of Builder marked "Approved" or "Disapproved". Approval shall be dated and shall not be effective for construction commenced more than six (6)

- months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.
- (c) No approval of plans and specifications, and publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The Board or Committee shall require payment or a cash fee, of two hundred fifty dollars (\$250.00), as established from time to time by the Board, to partially compensate for the expense of review. This paragraph shall not apply to any Property utilized by a governmental agency or institution.
- (d) Refusal of approval of plans, specification, of location may be based by the Architectural Review Committee upon any ground, including purely aesthetic considerations, so long as they are not arbitrary and capricious. Neither the board nor the Architectural Review Committee shall be liable to a Property Owner or to any other person on account of any claim, liability or expense suffered or incurred by or threatened against a Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities whether given, granted or withheld.
- (e) Preliminary Design Approval. Prior to the final review of construction documents, a preliminary review of the owner's plans by the Committee shall be conducted for an indication of the architect's or designer's compliance with the general design requirements. This service is intended to assist owners and architects in expediting their work and minimizing revisions. The owner shall submit to the Architectural Review Committee a completed copy of the Application for Approval, the filing fee and two (2) complete sets of the following documents. One set will be retained by the Committee and one set will be returned to the property owner after completion of the review. **NO CONSTRUCTION ACTIVITY SHALL COMMENCE WITHOUT COMMITTEE APPROVAL. PLANS SUBMITTED IN CONNECTION WITH AN APPLICATION FOR A BUILDING PERMIT MUST BEAR A NOTATION OF APPROVAL BY AN AUTHORIZED MEMBER OF THE ARCHITECTURAL REVIEW COMMITTEE.**

- (1) Plot plan drawn to 1"=10' showing the following:
 - a. All proposed structures, sidewalks, improvements, utility and drainage easements, setbacks, existing trees (trees over 6" caliper measured four feet above natural grade) and natural features.
 - b. North arrow and scale (1"=10').
 - c. Owner's name, present address and telephone number.
 - d. Architect's name, or Owner's representative, present address and telephone number.
 - (2) Grading and Drainage Plan (preliminary) drawn to 1"=10'.
 - a. Topographic plan with existing contours.
 - b. Retaining wall location(s) and height(s).
 - c. Existing and proposed drainage features.
 - d. Drainage pipe showing material, size and invert elevations.
 - e. Swales and other surface drainage.
 - f. Driveway location and grade.
 - g. Indicate filter screening to prevent soil run-off into streets and into lake.
 - (3) Floor plan showing overall dimensions and area of structure – ¼" scale.
 - (4) All major elevations (front, rear (2) sides) at ¼" scale with overall height dimensions.
 - (5) Description of all exterior materials, roof materials and colors. Samples shall be provided upon request by the Committee.
 - (6) Landscape plan at 1"=10;' or approved larger size (preliminary).
 - a. North arrow and scale.
 - b. All proposed structures, walkways, driveways, decks, patios, fencing, walls, etc., noting material and/or finishes on landscape features.
 - c. All existing trees over 6" in caliper – noting species and caliper, example: 8" Oak.
- (f) **FINAL DESIGN APPROVAL FOLLOWING PRELIMINARY DESIGN APPROVAL.** Two (2) complete sets of the following information shall be submitted to the Committee. One (1) set shall be retained by the Committee and one (1) set, upon approval, shall be returned to the owner upon completion of review. **NO CONSTRUCTION SHALL COMMENCE WITHOUT FINAL APPROVAL BY THE COMMITTEE. PLANS SUBMITTED IN CONNECTION WITH AN APPLICATION FOR A BUILDING PERMIT MUST BEAR A NOTATION OF APPROVAL BY AN AUTHORIZED MEMBER OF THE ARCHITECTURAL REVIEW COMMITTEE.**
- a. Final plat/staking plan, all building elevations, floor plan(s), and all plans related to ancillary structures.
 - b. Final grading and drainage plans.
 - c. Final construction specifications.
 - d. Owner's proposed construction schedule.

Final design approval will be effective for six months; thereafter, commencement of construction will require reapproval. The application for approval, fee and all other materials specified herein for Committee consideration shall be sent to:

Architectural Review Committee
Tillery Properties, LLC
PO Box 4367
Laurel, MS 39441-4.67

Or other designated address as may apply.

Section 2. Architectural Review

(a) Building Requirements

(1) Minimum dwelling size

a. Any dwelling constructed, erected, placed or maintained on any zero-lot line lot shall contain at least fourteen hundred (1400) square feet of heated floor space, exclusive of open porches and garages. For two story dwellings, the floor at street grade shall contain at least fourteen hundred (1400) square feet of heated floor space, exclusive of open porches and garages. No dwelling shall exceed thirty-five (35') feet in height measured vertically from the natural ground surface at the front exterior wall of the dwelling.

b. Any dwelling constructed, erected, placed or maintained on perimeter lots shall contain at least eighteen hundred (1800) square feet of heated floor space, exclusive of open porches and garages. For two story dwellings, the floor at street grade shall contain at least fourteen hundred (1400) square feet of heated floor space, exclusive of open porches and garages. No dwelling shall exceed thirty-five (35') feet in height measured vertically from the natural ground surface at the front exterior wall of the dwelling.

c. Any dwelling constructed, erected, placed or maintained on water-front lots shall contain at least twenty-four hundred (2400) square feet of heated floor space, exclusive of open porches and garages. For two story dwellings, the floor at street grade shall contain at least fourteen hundred (1400) square feet of heated floor space, exclusive of open porches and garages. No dwelling shall exceed thirty-five (35') feet in height measured vertically from the natural ground surface at the front exterior wall of the dwelling.

(2) Building Setbacks

a. Any dwelling on each both perimeter and water-front lots (inclusive) shall be so constructed, erected, placed and maintained so that the front yard setback is a minimum of thirty five (35) feet from the property line; and the side-yard setbacks are a minimum of twenty (20) feet (each side).

b. Any dwelling on zero-lot line lots shall be constructed, erected, placed and maintained so that the face of its exterior side which constitutes its "zero" lot line wall is located on the lot's common boundary with the adjacent lot situated on the other side of its "zero" lot line. See plan for "zero lot line" location. Additionally, the face of its exterior side wall opposite its "zero" lot line wall is located no closer than fifteen (15) feet to the boundary of the lot or parcel on the opposite side of the lot's "zero" lot line.

c. The Architectural Review Committee shall establish the location of and the size of all buildings to be constructed on all zero lot line and patio lots.

d. Exterior surfaces shall be constructed only of brick veneer, stucco, hardy plank or equal. Home trim shall be vinyl, wood or stucco.

e. Driveways. Each dwelling shall have as an appurtenance thereto a concrete or asphalt driveway from the street to the garage.

f. Walls and Fences. Walls and fences should be considered as an extension of the architecture of the residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views. Fences, walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. All walls and fences must not extend beyond the sides of the house and must be brick, stone or wood.

g. Swimming pools, therapy pools, spas. All swimming pools, therapy pools and spas (including hot tubs) should consider the following and be located to the rear of the home:

1. Indoor/outdoor relationships
2. Setbacks
3. Wind
4. Sun
5. Terrain (grading and excavation)

All swimming pools must be "in-ground" and the size, shape and siting of them must be carefully considered to achieve a feeling of compatibility with the surrounding natural and man-made elements and must be approved by the architectural review committee. Pool and equipment enclosures must be architecturally related to the house and other structures in their placement, mass and detail.

h. Outbuildings. Any outbuilding must be architecturally related to the house and be constructed of the same material as the house.

i. Mailboxes. Each dwelling shall have a standard mailbox which has been selected by the Architectural Review Committee. This mailbox must be purchased from the Association and be contained in a brick enclosure, which has been approved by the Association.

j. No building materials of any kind or character shall be placed or stored on the property, except during construction of improvements, and not longer than thirty (30) days after completion of construction. Thereafter all building materials on said property shall be stored in a neat, orderly and unobstructive manner and properly screened, and said building materials shall be limited to that which is reasonably necessary for the construction of or the maintenance of the residence or other outbuildings located thereon.

k. Roof. Roofing should be architectural shingles, copper, slate or tile.

l. Topography and vegetation. Topography and vegetation characteristics of the property shall not be altered by removal, reduction, butting, excavation, or any other means without the prior approval of the Architectural Review Committee. Written approval may, but need not, be granted hereunder until a plan designed to protect the property from pollution resulting from erosion, pesticides or the seepage of fertilizer or other materials has been submitted to and accepted by the Architectural Review Committee. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of the Declaration.

Section 3. Rules and regulations, etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architectural styles or details, colors, setbacks, materials or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this article or any other provision or requirement of this declaration. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or any policy, standard or guideline established by the Committee) may appeal the decision of the Architectural Review Committee to the board of directors, and upon written request, such members shall be entitled to a hearing before the board of directors.

Section 4. Environmental Hazards.

- (a) To secure the natural beauty of the property, the Architectural Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be environmental hazards such as the application of fertilizers and pesticides or other chemicals. Failure of any property owner or tenant of property in Highlands Phase 3, to comply with the requirements of such rules and regulations shall constitute a breach of this declaration.
- (b) The declarant hereby reserves unto himself, his heirs, assigns and agents a perpetual and releasable right on, over and under all property in Highlands Phase 3 for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the declarant shall be paid by the respective property owner(s) of the property upon which the work is performed.

Section 5. Further Siting Authority. To prevent successive "run" or drainage from any lots, the declarant and the Architectural Review 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 Declarant and the Architectural Review Committee shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this nor any other right reserved herein by the declarant or the Architectural Review Committee shall be construed however, to be an obligation of either the declarant or the Association to take any action.

**Article IX
Green Space and Waterfront Areas**

Section 1. Intent. It is the intention of the declarant that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at Highlands Phase 3 be maintained and enhanced by designation of certain areas at Highlands Phase 3 herein as "green space" and on plats, if any, filed by the declarant for record with the Chancery Clerk of Jones County, Mississippi. It is with the aforementioned that green space is further defined and policies relating thereto elaborated in this article and elsewhere throughout this Declaration.

Section 2. Wildlife. Pursuant to the aforesaid overall objectives of wildlife conservation, no hunting or trapping shall be permitted on any portion of the property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The declarant, his heirs and assigns and/or the Association expressly reserves the right to erect wildlife feeding stations to plant small patches of cover and food, crops for wildlife, to make access trails or paths or boardwalks through green space, and common area for the purpose of permitted observation and study of wildlife, hiking and riding, to erect small signs throughout the green space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the community use and enjoyment of the green spaces. The declarant, his heirs and assigns, and/or the Association, shall have the right, but shall not be obligated to protect from erosion all

green space, and shoreline on all lots abutting the lake by planting trees, plants and shrubs where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deems expedient or necessary by the declarant and/or the Association, respectively. The right is likewise reserved to the declarant and to the Association to take steps necessary to provide and insure adequate drainage ways in the green space, common area to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by assessment of the Association in accordance with Article IV of this declaration.

Section 3. Other Regulations. The use of the common areas, common facilities, green areas and lake by the property owners, their guests, invitees, and employees, shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The declarant and the Association shall have the right and authority to lower the level of the lakes at such times as they or either of them believe it to be in the best interest of the lake and property for the maintenance, preservation and development of the shore lines and the maintenance and preservation of fish and other wildlife. The declarant and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved

Article X Easements

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the property are reserved by declarant for itself, its successors and assigns. Full rights of ingress and egress shall be had by declarant and its successors and assigns and each owner at all times over the property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Such rights shall included right of entry into any Lot.

Perpetual, alienable and releasable easements for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage and other public conveniences and other utilities in said Common Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubs, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installment and to maintain reasonable standards of health, safety and appearance.

Section 2. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

Section 3. Common Drive or Driveway and Walkway Easements.

Declarant hereby creates for the Owners of all Lots, a perpetual non-exclusive easement for ingress and egress over and across the drive common to or used by owners of said Lots as shown on the plat of subdivision and Declarant further creates for the Owner's a perpetual, non-exclusive easement for pedestrian traffic over and across the walkway, bike and jogging trails, as shown by the plat.

**Article XI
Use Restrictions**

The Property shall be subject to the following use restrictions:

Section 1. Use of Lots and dwellings. Except as permitted by Section 9 hereof, each Lot and dwelling shall be used for residential purposes only, and no trade and business of any kind may be carried on therein. The use of a portion of a dwelling as and office by the Declarant or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any Lot or dwelling be used as a storage area for any building contractor or real estate developer.

Section 2. Exterior Appearances. Except for maintenance areas within the Common Areas and those fences erected by Declarant or the Association, no chain link fences shall be permitted within the development unless approved by the Architectural Review Committee. All garages must have a garage door. Further, no foil or other reflective materials, sunscreens, or other reflective materials shall be permitted. When not in use, all garage doors shall be kept closed. No projections of any type shall be placed or permitted above the roof of any improvement except approved chimney's or vents or other objects as may be approved by the Architectural Review Committee. Additionally, no television antennae, satellite dish, radio receiver or similar device shall be attached to or installed on any portion of the front of the Property, and same must be located to the rear of the property.

Section 3. Signs. Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within any windows, on the exterior of any windows located within the development or elsewhere or any portion of the properties by anyone, including, but not limited to, the Property Owner, a realtor, contractor, or sub-contractor, without the express written permission, of the Architectural Review Committee. The approval of any signs and posters, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name and/or one number plate, not exceeding 120 square inches and if for sale purposes such sign shall not exceed six square feet in area and shall be subject to the right of the Architectural Review Committee to restrict color and content. Notwithstanding the foregoing, the restrictions of this Section 3 shall not apply to Declarant, his agents or assigns, so long as Declarant shall own any of the Lots. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and

appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration.

Section 4. Other Buildings and Vehicles. No tent, trailer, barn or other similar outbuildings or structure, other than decks on lake front lots, shall be placed on any lot or on any other area at any time, either temporarily or permanently without prior approval of the Architectural Review Committee. The aforementioned decks cannot exceed 10' by 10', along with a walkway not to exceed 10'. No mobile home shall be placed on any lot or any other area at any time, either temporarily or permanently. Each owner shall provide for parking for at least two automobiles per owner for each dwelling owned or maintained by such owner. All automobiles owned or used by owners or occupancies other than temporary guests and visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street view. The Boards of Directors shall have authority to promulgate rules and regulations to govern or prohibit the out side storage or parking upon any Lot, dwelling or within any portion of the Common Areas, (other than areas provided therefore within the Common Areas, of any motor homes, tractors, trucks, (other than pickup trucks) commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts and other similar vehicles, or any of them from being kept, placed, stored, maintained, or operated upon any portion of the Property. No owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot, dwelling, or within any portions of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Declarant hereby reserves the right (without any obligation to do so) to designate within the additional Property a parking area for boat trailers, motor homes or similar vehicle.

Section 5. Unsightly conditions and nuisances. It shall be the responsibilities of each property Owner and tenants thereof to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on the Property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property. Nor shall any nuisance or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot dwelling or any part of the Common Areas, and each owner, his family, tenants, invitees, guests, servants and agents shall refrain from any act or use of a Lot, dwelling or the Common Areas which would cause disorderly, unsightly or unkept conditions or which would cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which would result in a cancellation of any insurance from any portion of the Property or which would be in violation of any law, governmental code or regulation. Without limiting the generality of the foregoing conditions, horns, whistles, bells, or other sound devices except security and fire alarm

devices used exclusively for such purposes shall be located, used, or placed within the Property. Any owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property shall be liable to the Association for actual cost or removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of the portion of the assessment next becoming due to which the owner and his Lot are subject.

Section 6. Antennae. No television antennae, satellite dish, radio receiver or similar device shall be attached to or installed on any portion of the front of the Property, however, that Declarant 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.

Section 7. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot, or in the Common Area, except dogs, cats, birds, or other household pets which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. Pets are to be kept on a leash unless they are in the dwelling or inside the individual properties fence.

Section 8. Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant and his agents, employees, heirs and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or dwellings or the development of Lots, dwellings, Common Areas and the additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices, and dwellings as may be approved by the Declarant from time to time, provided that the location of any construction trailers of any assignees of declarant rights under this Section 9 shall be subject to declarant approval. The right under this Section 9 shall be subject to declarant approval. The right to maintain and carry on such facilities shall contain specifically the right to use dwellings as model residences, and to use any dwelling as office for the sale of Lots and/or dwellings, and for related activities.

Section 9. Time sharing. No Lots or dwellings shall be sold under any time sharing, time interval, or assume of right-to-use programs.

Section 10. Trespass. Whenever the Association and/or the Declarant is permitted by the Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

Section 11. Subdivided. No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and the Declarant so long as Declarant owns any Lots subject to the Declaration however, the Declarant hereby expressly reserves unto himself, his heirs, or assigns the right to replat any Lot or such Lots owned by him, shown on the plat of any subdivision within and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of said replatted Lots. The provisions of this Section 12 shall not prohibit the combining of two or more contiguous Lots into one larger Lot or making two Lots out of three or more contiguous Lots, provided that each of the resulting Lots are larger and contain a minimum Lot frontage

equal to or greater than their original frontage on the Lot having the least frontage before combining said Lots or portions thereof. Only the exterior boundary lines of the resulting larger lot(s) shall be considered in the interpretation of these covenants.

Section 12. Certain Construction Rights. The Declarant expressly reserves to himself, his heirs, and assigns and any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, or expanse across any natural or man made canals, creeks, riding trails, paths, or lagoons in the Property. Nothing in this section shall be construed as placing an affirmative obligation to the Declarant to provide or construct any such improvement.

Section 13. Option. Declarant hereby reserves unto himself his heirs and assigns, the right and option to purchase any Lot or dwelling within the Property which is offered for sale by the owner thereof, such option, is to be at the price and on terms and conditions of any bonafide offer for such Lot or dwelling which is acceptable to such owner and which is made in writing to such owner by a third party. Upon receipt of any such offer by an owner, such owner shall promptly submit a copy of sale to Declarant and Declarant shall have a period of seven days form and after the presentation of such offer in which to exercise his purchase option within said seven day period, Declarant shall be deemed to have waived such purchase option. If Declarant declines to exercise such option, Declarant shall execute an instrument evidencing his waiver such purchase option and such sale to a third party is not consummated on such terms within six months from the date in which the offer transmitted to Declarant, the terms and limitations of this section 14 shall again be imposed upon any sale by such owner. If Declarant shall elect to purchase such Lot or dwellings, the transaction shall be consummated following delivery of written notice by Declarant to such owner of declarant decision to purchase such Lot or dwelling.

Section 14. Certain Controls.

(a) To implement effective and adequate erosion controls and protect the beauty of the lake, the Declarant and/or Association, severally, their heirs, successors and assigns and agents shall have the right to enter upon any lakefront Property before and after a building has been constructed thereon for the purpose of performing any grading or landscaping work of construction and performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided, however, that prior to exercising its rights to enter upon the properties for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Declarant or Association as the case may be, shall give the Property Owner the opportunity to take any corrective actions required by giving the property owner notice indication what type of corrective action specified, or be late, Declarant or the Association, as the case may be shall be paid by the Property Owner thereof. Further, only non-motorized boats will be permitted on the lake.

(b) To implement effective insect, reptile, and fire ant control, and vegetation and trash control, the Declarant or the Association, and their heirs, successors, assigns and agents, have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, removing trash or

dispensing pesticides on all such property which in the opinion of the declarant or the Architectural Control Committee distracts from the overall beauty setting and safety of the Property. The cost of this vegetation and trash control shall be kept as low as reasonably possible and shall be paid by the respective Property Owner. Such entry shall not be made until thirty (30) days after such Property Owner has been notified in writing for the need of such work unless such Property Owner fails to perform the work within said thirty (30) day period.

(c) The provisions of the section shall not be construed as an obligation on the part of the Declarant or the Association to mow, clear, cut or prune any property, to provide garbage or work, construct or maintain erosion prevention devices, or to provide water pollution control on any privately owned property.

(d) Entrance upon Property pursuant to the provisions of this Section 4 shall not be deemed trespass. The rights reserved unto the Declarant and the Association in this section shall not be unreasonably employed and shall be used only where necessary to affect the stated intents and purpose of this Declaration.

Section 15. Water Wells & Septic Tanks. No water wells shall be permitted on any Lot. Each Lot's water shall be served by Oak Grove Water Association. Sewage will be by septic system or any other system acceptable by the Health Department, however each Lot in The Village shall have a sewage and wastewater grinder pump system. Maintenance of the sewage system on each Lot in The Village from the residence to the main line will be the responsibility of the owner.

Section 16. Compliance.

(a) In the event of a violation or a breach of any other restrictions contained in this Declaration by any Property Owner, or agent of such Property Owner, other property owners, or in any event, jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation of any breach in any event.

(b) In addition to the foregoing, the declarant and/or the Association severally shall have the right, but shall not be obligated, whenever there shall have been built at any place on the property any structure which is in violation of these restrictions, to enter upon the property upon which such violation exists and similarly abate or remove the same at the expense of the property owner if, after thirty days written notice of such violation, it shall not have been corrected by the property owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorney fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass.

(c) The failure to enforce any rights, reservations, or restrictions contained in this declaration, however long continued shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions, but they shall remain in full force and effect.

**Article XII
Rule Making**

Section 1. Rules and Regulations.

(a) Subject to the provisions hereof, the board of directors may establish reasonable rules and regulations concerning the use of lots, dwellings and the common areas and facilities located thereon. Particularly and without limitation, the board of directors may promulgate from time to time rules and regulations which will govern activities which may, in the judgment of the board of directors, be environmentally hazardous, such as the application of fertilizers and pesticides and other chemicals.

(b) Subject to the terms and provisions of this declaration the board of directors may establish rules and regulations, fees and charges from time to time pertaining to use of the recreational area and amenities as are now and hereinafter located in the common areas.

(c) Subject to the provisions hereof, the Board of Directors may establish and levy fines, of a reasonable nature, for non-compliance of the covenants contained herein. Any Member, having been found in fault of these covenants shall be notified in writing and given 15 days to correct the fault before the fine is levied.

**Article XIII
Property Subject to this Declaration**

Section 1. The Property. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this declaration.

Section 2. Phase Development. The declarant hereby expressly reserves the option and right to add subject additional land to this declaration, resultant to and subject to the following provisions:

(a) The consent of the owners shall not be required for the annexation of future phases, and the declarant may proceed with such annexation at his sole option and determination;

(b) Declarant's option to annex future phases shall expire thirty (30) years after the date of recording this declaration. Declarant may annex and add to Highlands Phase 3 and include as property, subject to this declaration, all or any part of the property and attached in any amendments to this declaration. All lots, common area, common facilities and green space of said future phases, if and when said future phases or a portion thereof is so annexed, shall be in all respects subject to the provisions, restrictions, covenants, term as and conditions of this declaration, the Charter and By-Laws of the Association, and such amendment, restriction, rules and regulations as may be promulgated thereunder. However, the declarant may at any time prior to the expiration of such period terminate his option to add phases by recording in the office of the Chancery Clerk of Jones County, Mississippi, an executed, notarized document terminating this option and notify each owner of existing lots of the decision not to add additional phases. Notice shall be by U.S. Certified Mail addressed to each owner at the address of his lot or at his last known address.

- (c) The declaration may add future phases at different times in any sequence desired by the declarant.
- (d) Declarant hereby reserves the right at any time hereafter, prior to the expiration of fifteen (15) years from the date of recording hereof, without joinder or consent of any owner or mortgagee; to record an amendment(s) to this declaration executed by declarant to properly reflect the addition of future phases.
- (e) The declarant may make additional lands subject to this declaration by filing of record a supplemental declaration which shall extend the scheme of the covenants, conditions, and restrictions of such declaration to such property or properties; provided, however, that such supplemental declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties but which are not generally inconsistent with the concept of this declaration, provided, however, in no event shall such supplemental declaration otherwise modify the covenants established by this declaration for the existing properties.
- (f) Any additions made pursuant to this Section 2, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Associations to the properties added and grant to all Owners all Property rights set forth in Article II of this Declaration to all properties now or hereafter annexed.
- (g) The covenants, conditions and restrictions of this Declaration shall not affect or apply to any of the real Property described in this section unless and until such Property or a portion thereof is annexed by this Declaration pursuant to and in compliance with the provisions of this Section 2 of Article XIV. Upon a merger or consolidation of the Association with another Association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving corporation pursuant to a merger. The surviving or consolidating Association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration except as hereinafter provided.
- (h) Each Owner hereby grants a power coupled with an interest to the Declarant, his heirs and assigns to make or consent to the said amendment(s) to the Declaration on behalf of each Owner to add future phases to this Section 2 of Article XIII. Title to each lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint Declarant, his heirs and assigns, as their true and lawful attorney-in-fact for the purpose of dealing with the addition of future phases to the Property as herein provided. As attorney-in-fact, the Declarant shall have full and complete authorization, right and power to make, execute and deliver an amendment to this Declaration or By-laws or any other instrument with respect to the interest of a lot owner which are necessary and appropriate to exercise the powers herein granted;
- (i) Each owner and each Mortgagee, grantee, heir, personal representative, successor and assign of each lot owner, by such persons or entities acceptance of

any deed or mortgage or other interest in or with respect to any lot, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Section 2, (ii) the recording of such amendment to this Declaration which may hereafter be recorded in accordance with the provisions of this Section 2.

(j) DECLARANT SHALL HAVE NO OBLIGATION TO CONSTRUCT OR ADD FUTURE PHASES TO THE DEVELOPMENT AND DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT FUTURE PHASES WILL BE ADDED TO THE DEVELOPMENT. EACH OTHER AGREES, BY ACCEPTANCE OF A DEED TO A UNIT, THAT HE HAS NOT RELIED ON FUTURE PHASES BEING ADDED TO THE DEVELOPMENT IN PURCHASING HIS LOT.

Article XIV General Provisions

Section 1. Duration. The Covenants, Conditions, and Restrictions of this Declaration shall run with and bind the land subject to the Declaration, and shall inure to the benefit of and be enforceable by the Owners of any land subject to this Declaration, there respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this declaration is recorded in the Office of the Chancery Clerk of Jones County, Laurel, Mississippi, after which time said covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of the Owners has been recorded in the Deed Records, in said Chancery Clerk's office agreeing to abolish the said Covenants, Conditions, and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. Notwithstanding Section 1 of this Article, the Covenants, Conditions, and Restrictions of this Declaration may be amended and/or changes in part with the consent of ninety percent (90%) of the Lot Owners if amended and/or changed during the thirty-five (35) year period of this Declaration, and thereafter said Covenants may be amended or terminated with the consent of at least seventy-five percent (75%) of the Lot Owners, and in each case such amendment shall be evidenced by a document in writing bearing each of their signatures. All amendments, if any, shall be recorded in the Office of the Chancery Clerk of Jones County, Mississippi.

Section 3. Enforcement. Enforcement of these Covenants, Conditions, and Restrictions shall be any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or the enforce any lien crated by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provision which shall remain in full force and effect.

Section 5. Headings. The heading contained in this Declaration is for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 7. Notices to Mortgagees. Notwithstanding any provision herein to the contrary, the holder(s) of a Recorded First Mortgage on any Lot is entitled to, and shall receive, written notification from the Association of any default by the respective mortgagor/owner in the performance of such mortgagor's/owner's obligations(s) as established by this Declaration.

Section 8. Captions and Gender. The captions contained in this declaration are for convenience only and are not a part of the Declaration and are not intended in any way limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 9. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered wither personally or by mail. If delivery is by mail, it shall be deemed to have been delivered forty-eight hours after a copy of the same has been deposited in the United States mail, post pre-paid, addressed to any person if no address has been given to the Association; provided, however, that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

Article XV Declarant's Rights and Reservations

Section 1. Declarant's Rights and Reservations. No provisions in the Charter, By-laws or this declaration shall limit, and no owner or the Association shall do anything to interfere with, the right of the declarant to subdivide or resubdivide any portions of the property, or to complete improvements or refurbishments, if any) to and on the common area, green space or any portion of the property owned solely or particularly by declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements or add future phases in the course of development of Highlands Phase 3, pursuant to Article XIII, Section 2 of this declaration as declarant deems advisable in the course of development of the property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, and sales offices as may be necessary for the conduct of his business for completing the work and disposing of the lots by sale, lease or otherwise. Each owner by accepting a deed to a lot hereby acknowledges that the activities of declarant may temporarily or permanently constitute an inconvenience or nuisance to the owners, and each owner hereby consents to such inconvenience or nuisance to the owners. This declaration shall not limit the right of declarant at any time prior to acquisition of title to a lot by a purchaser from declarant to establish on that lot, common areas, additional licenses, easements, reservation s and rights of way to a itself, to utility companies, or to

others as may from time to time be reasonably necessary to the proper development and disposal of the property. The declarant need not seek or obtain board approval of any improvement constructed or placed by declarant on any portion of the property. The rights of declarant under this declaration may be assigned by declarant to any successors and any interest or portion of declarant's interest in any portion of the property by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of declarant, as declarant of Highlands Phase 3, will be required before any amendment to this Article shall be effective while declarant owns a lot. Declarant shall be entitled to the non-exclusive use of the common area, green area, without further cost or access, ingress, egress, use or enjoyment, in order to show the property to his prospective purchasers and dispose of the property as provided herein. Declarant, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the common area, green area, which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the property. Each owner hereby grants, by acceptance of the deed to this lot, an irrevocable, special power of attorney to declarant to execute and record all documents and maps necessary to allow declarant to exercise his rights under this Article. This Article shall be applicable for so long as the declarant owns any portion of the property.

IN WITNESS WHEREOF declarant has caused this instrument to be duly executed on the day and year first above mentioned and does deliver this declaration as the act and deed of said TILLERY PROPERTIES, LLC a Mississippi limited liability company.

TILLERY PROPERTIES, LLC
A Mississippi Limited Liability Company.

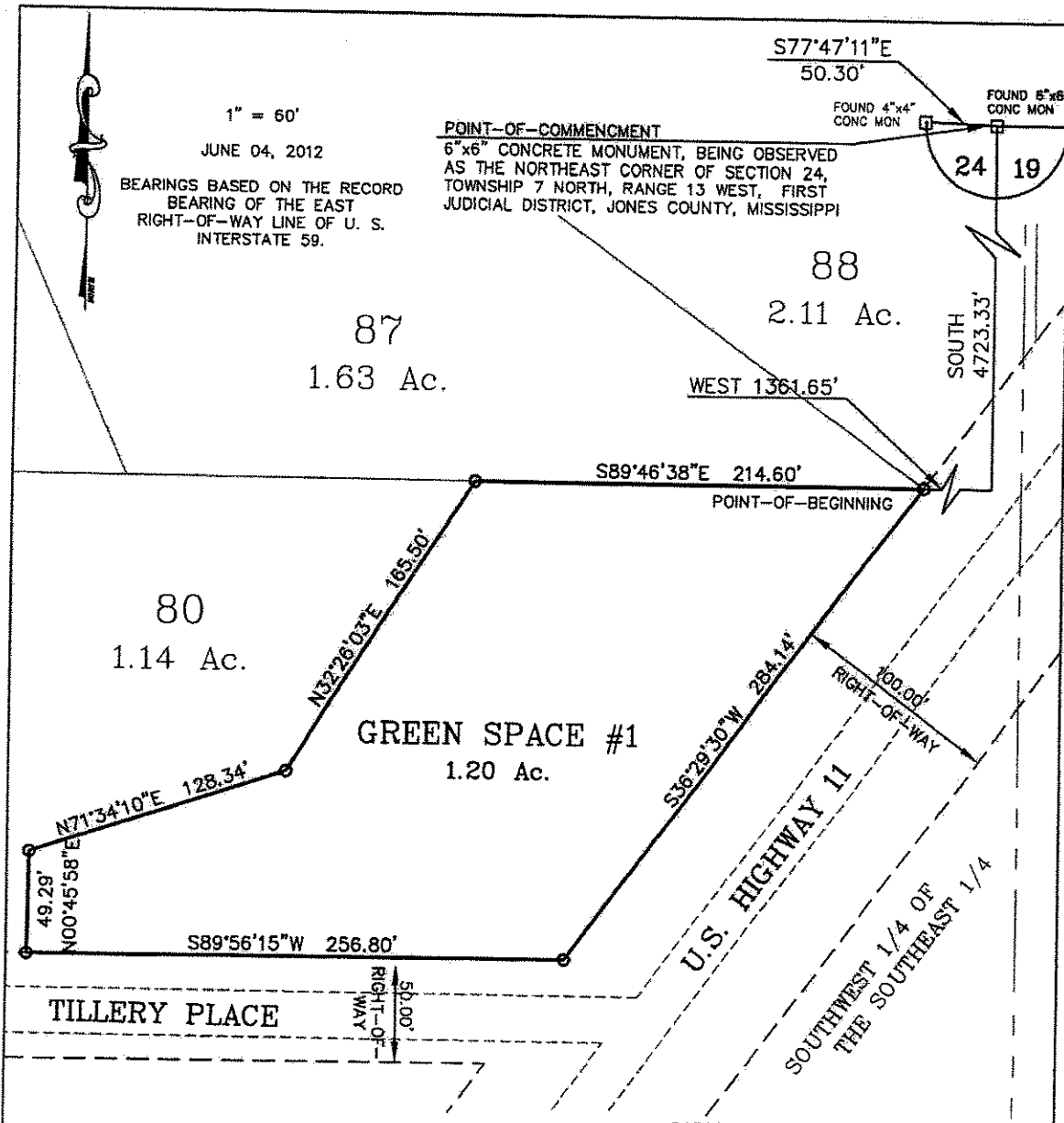
BY:


DR. DOUGLAS TILLERY
MANAGING MEMBER

EXHIBIT "A"

A part of Section 24, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi and a part of the Northwest 1/4 of the Northwest 1/4 of Section 19, Township 7 North, Range 12 West, First Judicial District, Jones County, Mississippi being more particularly described as: Beginning at a found 6x6 concrete monument being observed as the Northwest corner of said Section 19; thence run S00°07'00"E along the West line of said Section 19 for 795.11 feet to the North Right-of-Way line of Joan Drive; thence run S76°07'55"E along said North Right-of-Way line for 1,337.80 feet to a found 2 inch round top on the West Right-of-Way line of U.S. Highway 11; thence run S36°01'04"W along said West Right-of-Way line for 109.51 feet; thence run N71°23'53"W for 375.12 feet to a found 1in round top; thence run S48°40'11"W for 121.53 feet; thence run N68°53'29"W for 25.23 feet to a found rebar; thence run S08°45'04"W for 171.55 feet to a found rebar and a point on the South line of the said Northwest 1/4 of the Northwest 1/4 of said Section 19; thence run N89°59'55"W along the South line of said Northwest 1/4 of the Northwest 1/4 for 736.91 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 24; thence run S89°50'35"W along the South line of said Northeast 1/4 of the Northeast 1/4 for 1,322.13 feet to a found concrete monument being observed as the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 24; thence run S00°11'56"E along the East line of said Southwest 1/4 of the Northeast 1/4 for 1247.91 feet to a found lighter knot; thence run S00°09'37"E along the said East line of the Northwest 1/4 of the Southeast 1/4 and the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 24 for 1,988.89 feet to a point on the said West Right-of-Way line of U.S. Highway 11; thence run S36°29'30"W along said West Right-of-Way line for 372.19 feet to a point on the North Right-of-Way line of Tillery Place; thence run S89°56'15"W along said North Right-of-Way line for 1013.10 feet; thence run N89°50'28"W along said North Right-of-Way line for 50.05 feet; thence run N89°45'56"W along said North Right-of-Way line for 646.94 feet; thence run N00°12'19"W for 227.33 feet; thence run N89°51'26"W for 1020.21 feet; thence run N00°03'23"E for 30.39 feet; thence run N89°56'53"W for 353.63 feet; thence run N58°55'12"W for 50.30 feet to a concrete Right of Way monument and a point on the Southeast Right-of-Way line of U.S. Interstate No. 59; thence run N31°54'00"E along said Southeast Right-of-Way line for 5483.71 feet; thence run S89°24'34"E for 791.06 feet; thence run S79°13'53"E for 541.71 feet; thence run S53°56'01"E for 66.71 feet; thence run S81°41'31"E for 387.94 feet; to the Point-of-Beginning comprising 196.67 Acres, more or less.

EXHIBIT "B"



STATE OF MISSISSIPPI
COUNTY OF JONES

PARCEL IS LOCATED IN FLOOD ZONE "X"
(OUTSIDE THE 500 YEAR FLOOD PLAIN) AS
PER FLOOD INSURANCE RATE MAP NO.
28067C0300E DATED SEPTEMBER 29, 2010.

This is to certify that I have made an accurate survey of the following described property:

A part of the Southwest 1/4 of the Southeast 1/4 of Section 24, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi being more particularly described as: Commence at a found 6"x6" concrete monument being observed as the Northeast Corner of Section 24, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi; thence run South for 4723.33 feet; thence run West for 1361.65 feet to a point on the East Right-of-Way line of US Highway 11, said point also known as the Point-of-Beginning; thence run S36°29'30"W along said East Right-of-Way line for 284.14 feet to a point on the North Right-of-Way line of Tillery Place; thence run S89°56'15"W along said North Right-of-Way for 256.80 feet; thence run N00°45'58"E for 49.29 feet; thence run N71°34'10"E for 128.34 feet; thence run N32°26'03"E for 165.50 feet; thence run S89°46'38"E for 214.60 feet to the Point-of-Beginning, comprising 1.20 Acres, more or less.

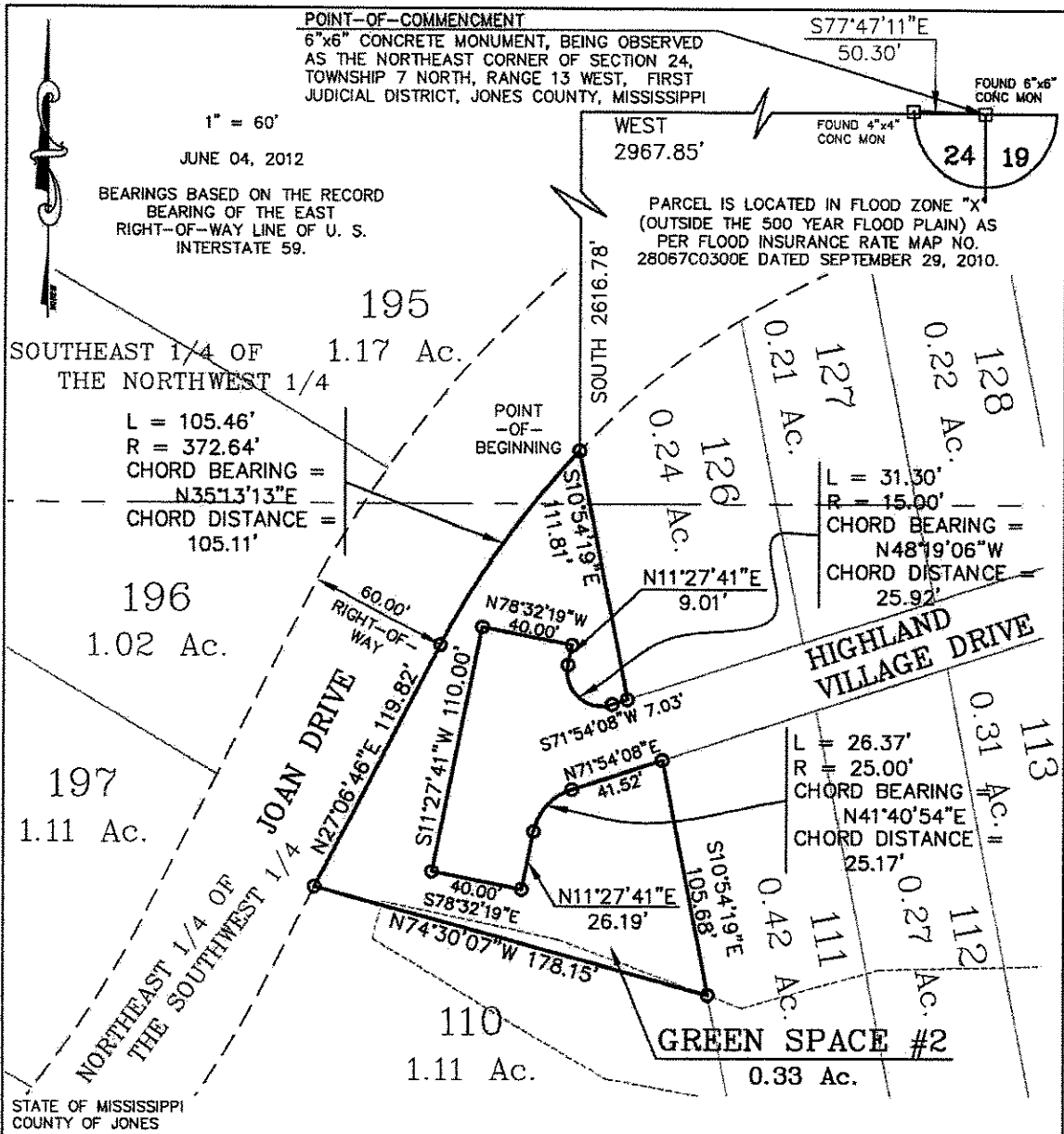
William F. Waits, P.E., R.L.S.
Civil Engineer No. 12261
Land Surveyor No. 2639

Flood Zone: X
Map Number: 28067C0300E

Waits Engineering Consultants, INC

41 Carriage Parke Drive
Purvis, Mississippi 39475
Phone: (601) 408-3674

Date: 06/04/12
Scale: 1" = 60'
Survey Class: "B"
Project No.: 06-591-GP1
Drawn by: K Souls



STATE OF MISSISSIPPI
COUNTY OF JONES

This is to certify that I have made an accurate survey of the following described property:

A part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4, all in Section 24, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi being more particularly described as: Commence at a found 6"x6" concrete monument being observed as the Northeast Corner of Section 24, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi; thence run West for 2967.85 feet; thence run South for 2616.78 feet to a point on the East Right-of-Way line of Joan Drive, said point also known as the Point-of-Beginning; thence run S10°54'19"E for 111.81 feet to a point on the North Right-of-Way line of Highland Village Drive; thence run S71°54'08"W along said North Right-of-Way line for 7.03 feet; thence run Northwesterly along said North Right-of-Way line and a curve to the right for 31.30 feet to a point on the East Right-of-Way line of said Highland Village Drive, said curve having a Radius of 15.00 feet, a Chord Bearing of N48°19'06"W and a Chord Distance of 25.92 feet; thence run N11°27'41"E along said East Right-of-Way line for 9.01 feet to a point on the North Right-of-Way line of said Highland Village Drive; thence run N78°32'19"W along said North Right-of-Way line for 40.00 feet to a point on the West Right-of-Way line of said Highland Village Drive; thence run S11°27'41"W along said West Right-of-Way line for 110.00 feet to a point on the South Right-of-Way line of said Highland Village Drive; thence run S78°32'19"E along said South Right-of-Way line for 40.00 feet to a point on the aforementioned East Right-of-Way line of said Highland Village Drive; thence run N11°27'41"E along said East Right-of-Way line for 26.19 feet; thence run Northeasterly along said East Right-of-Way line and a curve to the right for 26.37 feet to a point on the South Right-of-Way line of said Highland Village Drive, said curve having a Radius of 25.00 feet, a Chord Bearing of N41°40'54"E and a Chord Distance of 25.17 feet; thence run N71°54'08"E along said South Right-of-Way line for 41.52 feet; thence run S10°54'19"E for 105.68 feet; thence run N74°30'07"W for 178.15 feet to a point on the aforementioned East Right-of-Way line of Joan Drive; thence run N27°06'46"E along said East Right-of-Way line for 119.82 feet; thence run Northeasterly along said East Right-of-Way line and a curve to the right for 105.46 feet to the Point-of-Beginning, said curve having a Radius of 372.64 feet, a Chord Bearing of N35°13'13"E and a Chord Distance of 105.11 feet, comprising 0.33 Acres, more or less.

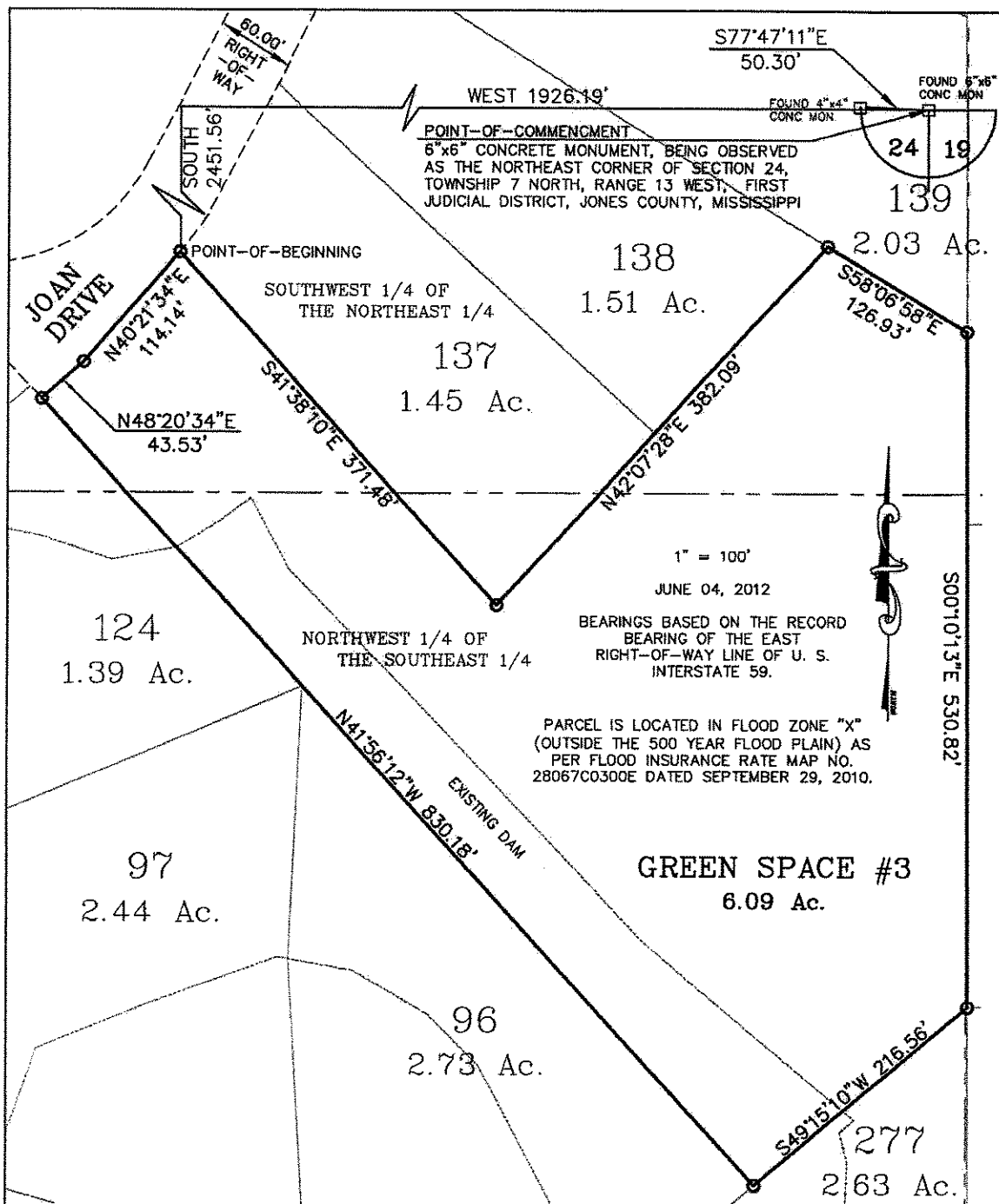
Flood Zone: X
Map Number: 28067C0300E

William F. Waits
William F. Waits, P.E., R.L.S.
Civil Engineer No. 12261
Land Surveyor No. 2639

Waits Engineering Consultants, INC

41 Carriage Parke Drive
Purvis, Mississippi 39475
Phone: (601) 408-3674

Date: 06/04/12
Scale: 1" = 60'
Survey Class: "B"
Project No.: 06-591-GP2
Drawn by: K Sauls



STATE OF MISSISSIPPI
COUNTY OF JONES

This is to certify that I have made an accurate survey of the following described property:

A part of the Southwest 1/4 of the Northeast 1/4 and a part of the Northwest 1/4 of the Southeast 1/4, all in Section 24, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi being more particularly described as: Commence at a found 6"x6" concrete monument being observed as the Northeast Corner of Section 24, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi; thence run West for 1926.19 feet; thence run South for 2451.56 feet to a point on the East Right-of-Way line of Joan Drive, said point also known as the Point-of-Beginning; thence run S41°38'10"E for 371.48 feet; thence run N42°07'28"E for 382.09 feet; thence run S58°06'58"E for 126.93 feet to a point on the East line of the aforementioned Southwest 1/4 of the Northeast 1/4; thence run S00°10'13"E along said East line and the East line of the aforementioned Northwest 1/4 of the Southeast 1/4 for 530.82 feet; thence run S49°15'10"W for 216.56 feet; thence run N41°56'12"W for 830.18 feet to a point on the aforementioned East Right-of-Way line of Joan Drive; thence run N48°20'34"E along said East Right-of-Way for 43.53 feet; thence run N40°21'34"E along said East Right-of-Way for 114.14 feet to the Point-of-Beginning, comprising 6.09 Acres, more or less.

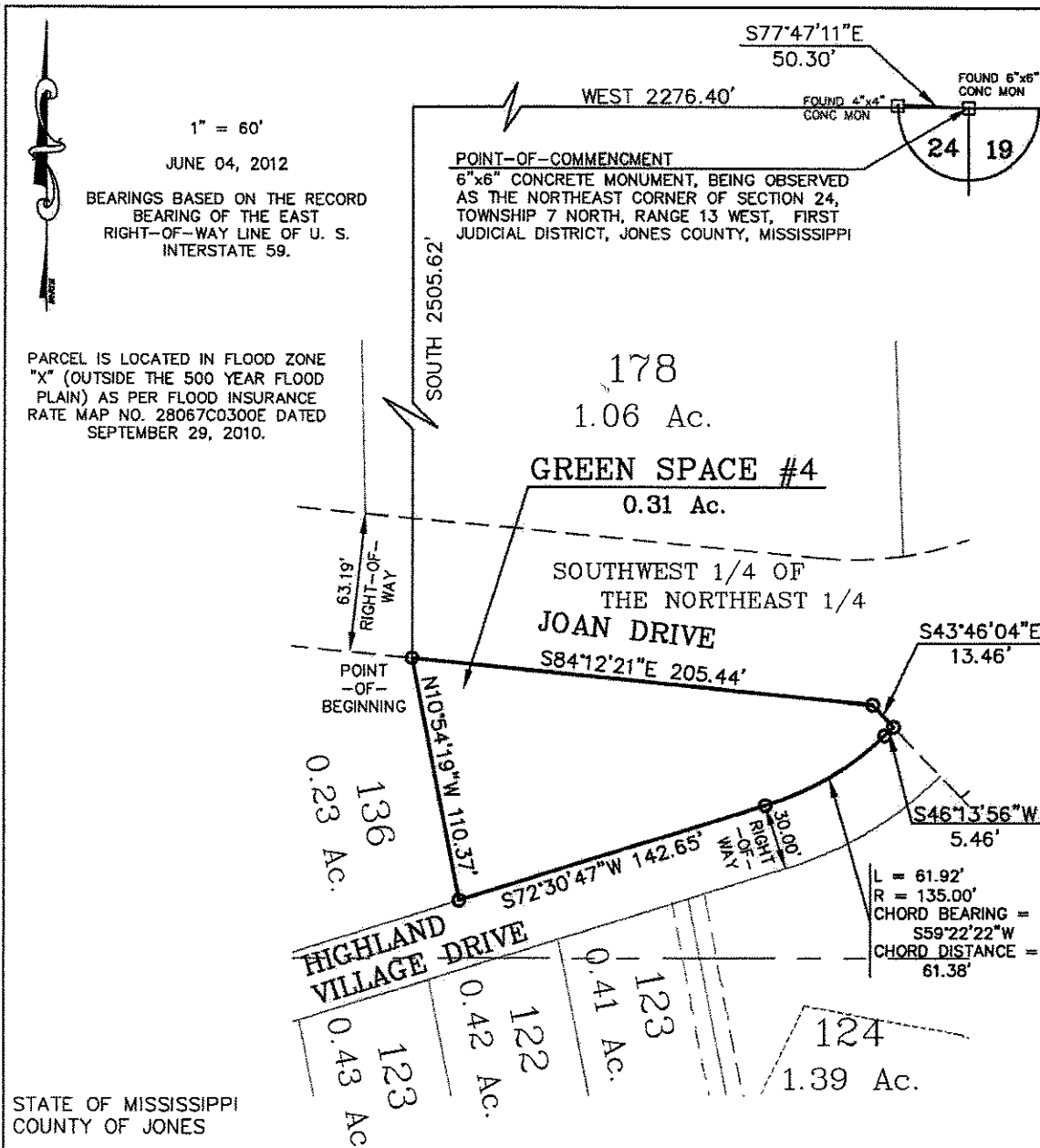
Flood Zone: X
Map Number: 28067C0300E

William F. Waits
William F. Waits, P.E., R.L.S.
Civil Engineer No. 12261
Land Surveyor No. 2639



41 Carriage Parke Drive
Purvis, Mississippi 39475
Phone: (601) 408-3674

Date: 06/04/12
Scale: 1" = 100'
Survey Class: "B"
Project No.: 06-591-GP3
Drawn by: K Sauls



STATE OF MISSISSIPPI
 COUNTY OF JONES

This is to certify that I have made an accurate survey of the following described property:

A part of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi being more particularly described as: Commence at a found 6"x6" concrete monument being observed as the Northeast Corner of Section 24, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi; thence run West for 2276.40 feet; thence run South for 2505.62 feet to a point on the South Right-of-Way line of Joan Drive, said point also known as the Point-of-Beginning; thence run S84°12'21"E along said South Right-of-Way line for 205.44 feet; thence run S43°46'04"E along said South Right-of-Way line for 13.46 feet to a point on the North Right-of-Way line of Highland Village Drive; thence run S46°13'56"W along said North Right-of-Way line for 5.46 feet; thence run Southwesterly along said North Right-of-Way line and a curve to the right for 61.92 feet, said curve having a Radius of 135.00 feet, a Chord Bearing of S59°22'22"W and a Chord Distance of 61.38 feet; thence run S72°30'47"W along said North Right-of-Way line for 142.65 feet; thence run N10°54'19"W for 110.37 feet to the Point-of-Beginning, comprising 0.31 Acres, more or less.

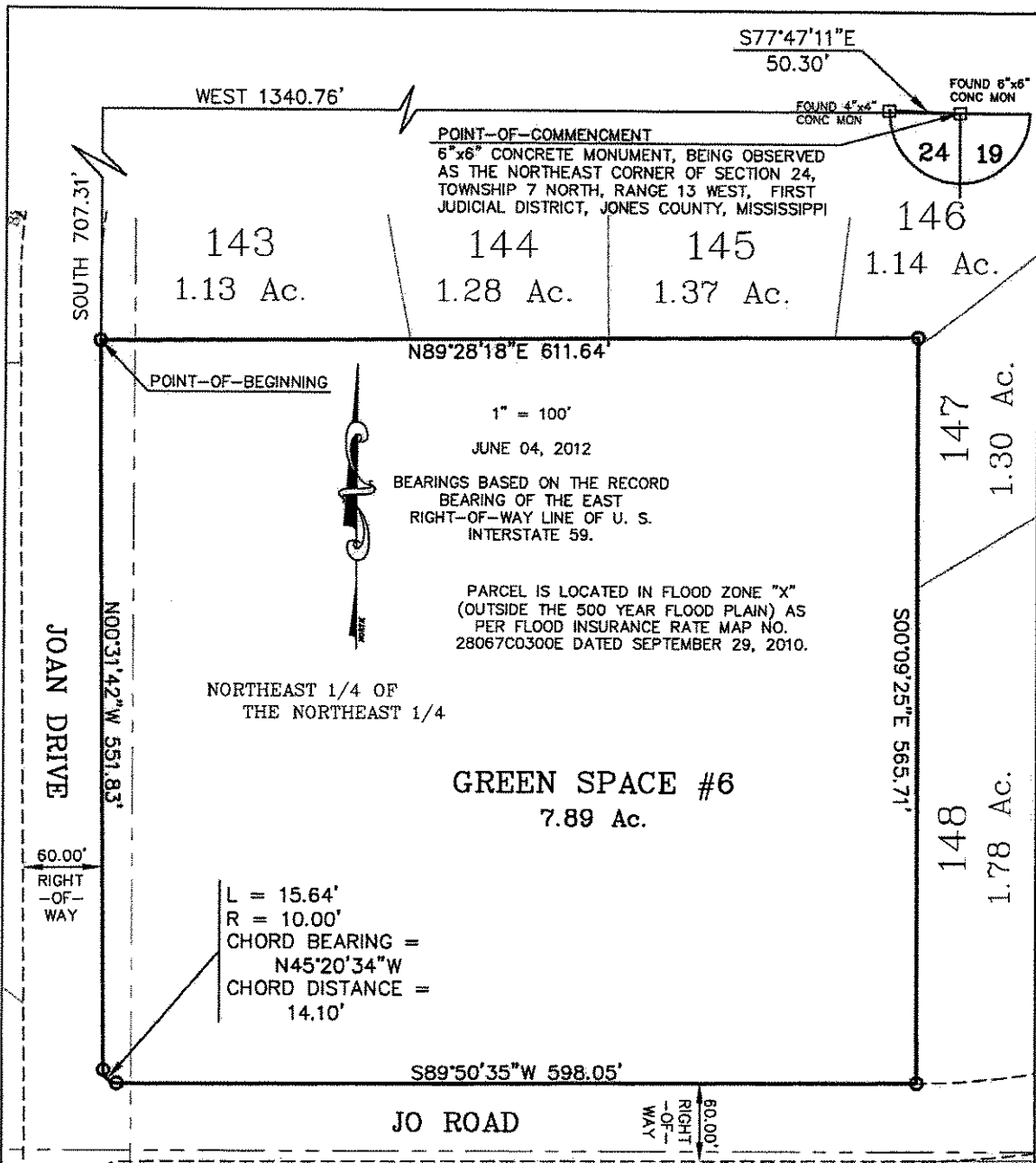
William F. Waits
 William F. Waits, P.E., R.L.S.
 Civil Engineer No. 12261
 Land Surveyor No. 2639

Flood Zone: X
Map Number: 28067C0300E

Waits Engineering Consultants, INC

41 Carriage Parke Drive
 Purvis, Mississippi 39475
 Phone: (601) 408-3674

Date: 06/04/12
Scale: 1" = 60'
Survey Class: "B"
Project No.: 06-591-GP4
Drawn by: K Souls



STATE OF MISSISSIPPI
 COUNTY OF JONES

This is to certify that I have made an accurate survey of the following described property:

A part of the North 1/2 of the Northeast 1/4 of Section 24, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi being more particularly described as: Commence at a found 6"x6" concrete monument being observed as the Northeast Corner of Section 24, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi; thence run West for 1340.76 feet; thence run South for 707.31 feet to a point on the East Right-of-Way line of Joan Drive, said point also known as the Point-of-Beginning; thence run N89°28'18"E for 611.64 feet; thence run S00°09'25"E for 565.71 feet to a point on the North Right-of-Way line of Jo Road; thence run S89°50'35"W along said North Right-of-Way line for 598.05 feet; thence run Northwesterly along said North Right-of-Way line and a curve to the right for 15.64 feet to a point on the East Right-of-Way line of Joan Drive, said curve having a Radius of 10.00 feet, a Chord Bearing of N45°20'34"W and a Chord Distance of 14.10 feet; thence run N00°31'42"W along said East Right-of-Way line for 551.83 feet to the Point-of-Beginning, comprising 7.89 Acres, more or less.

William F. Waits

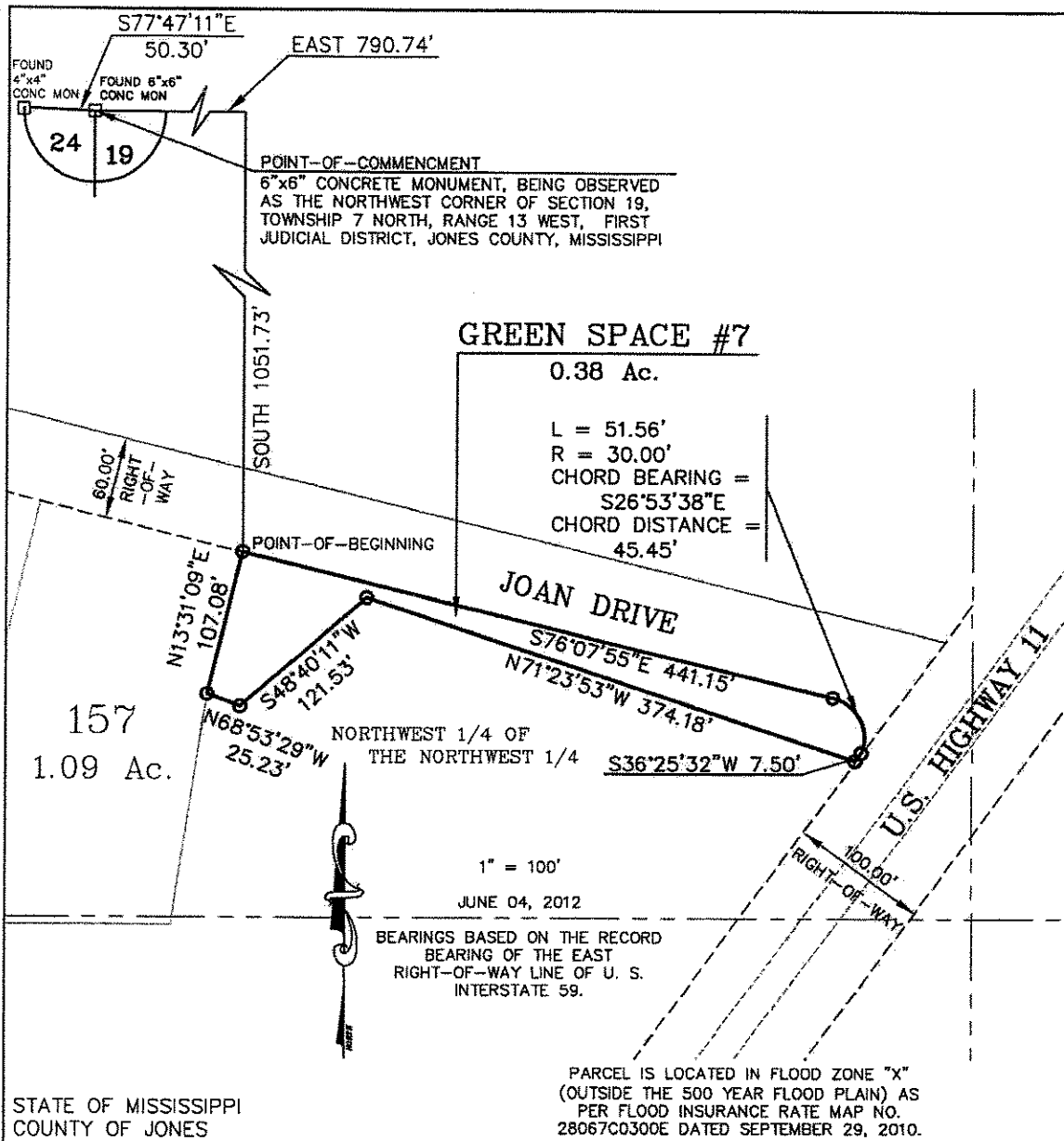
Flood Zone: X
 Map Number: 28067C0300E

William F. Waits, P.E., R.L.S.
 Civil Engineer No. 12261
 Land Surveyor No. 2639

Waits Engineering Consultants, INC

41 Carriage Parke Drive
 Purvis, Mississippi 39475
 Phone: (601) 408-3674

Date: 06/04/12
Scale: 1" = 100'
Survey Class: "B"
Project No.: 06-591-GP6
Drawn by: K Sauls



STATE OF MISSISSIPPI
COUNTY OF JONES

This is to certify that I have made an accurate survey of the following described property:

A part of the Northwest 1/4 of the Northwest 1/4 of Section 19, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi being more particularly described as: Commence at a found 6"x6" concrete monument being observed as the Northwest Corner of Section 19, Township 7 North, Range 13 West, First Judicial District, Jones County, Mississippi; thence run East for 790.74 feet; thence run South for 1051.73 feet to a point on the South Right-of-Way line of Joan Drive, said point also known as the Point-of-Beginning; thence run S76°07'55"E along said South Right-of-Way line for 441.15 feet; thence run Southeasterly along said South Right-of-Way line and a curve to the right for 51.56 feet to a point on the West Right-of-Way line of U.S. Highway 11, said curve having a Radius of 30.00 feet, a Chord Bearing of S26°53'38"E and a Chord Distance of 45.45 feet; thence run S36°25'32"W along said West Right-of-Way line for 7.50 feet; thence run N71°23'53"W for 374.18 feet; thence run S48°40'11"W for 121.53 feet; thence run N68°53'29"W for 25.23 feet; thence run N13°31'09"E for 107.08 feet to the Point-of-Beginning, comprising 0.38 Acres, more or less.

William F. Waits

William F. Waits, P.E., R.L.S.
Civil Engineer No. 12261
Land Surveyor No. 2639

Flood Zone: X
Map Number: 28067C0300E



41 Carriage Parke Drive
Purvis, Mississippi 39475
Phone: (601) 408-3674

Date: 06/04/12
Scale: 1" = 100'
Survey Class: "B"
Project No.: 06-591-GP7
Drawn by: K Sauls