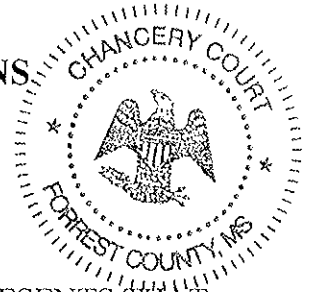


P.O. Box 307
HBurg 39403

Forrest County
Filed/Recorded MARCH 10 2009 09:45:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

**THE MEADOWS
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AMENDED**



THE STATE OF MISSISSIPPI
COUNTY OF FORREST

KNOW ALL MEN BY THESE PRESENTS THAT:

This Amended The Meadows Master Declaration of Covenants, Conditions and Restrictions is made and executed on the 10th day of **November, 2008** by Fordham-Thompson Development, LLC, a Mississippi Limited Liability Company.

RECITALS

WHEREAS, Fordham-Thompson Development, LLC, a Mississippi Limited Liability Company, hereinafter called the Declarant, is the sole owner of certain real property in Forrest County, Mississippi, which has been platted as The Meadows Development, a subdivision in Forrest County, Mississippi, as shown by the map or plat thereof recorded in Cabinet ___B___, Slides ___79___ of the Plat Records of Forrest County, Mississippi (the "Property") and Declarant proposes to further develop and subdivide the remainder of the real property described in the attached Exhibit "B" for residential and other purposes and such real property may be platted as subsequent sections of The Meadows Subdivision; and

WHEREAS, the Declarant desires to hold and from time to time convey the Property, or any portion thereof, subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property of any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**Inst. 635915
Bk 1057 Pg 0290**

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in the Declaration shall have the meanings hereafter specified:

1.1 Architectural Review Committee. “Architectural Review Committee” shall mean a committee, or its designee, created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.2 Articles. “Articles” shall mean the Articles of Incorporation of The Village - Meadows Homeowner’s Association, Inc., which shall be filed in the office of the Secretary of State of the State of Mississippi, as from time to time amended.

1.3 Assessment. “Assessment” or “Assessments” shall mean such assessments as may be levied by the Homeowner’s Association under the terms and provisions of this Declaration.

1.4 Association. “Association” or “Master Association” shall mean and refer to The Village - Meadows Homeowner’s Association, Inc., a Mississippi corporation, its successors and assigns.

1.5 Board. “Board” shall mean the Board of Directors of the Homeowner’s Association.

1.6 Bylaws. “Bylaws” shall mean the Bylaws of the Homeowner’s Association to be adopted by the Board and as from time to time amended.

1.7 The Meadows Restrictions. “The Meadows Restrictions” shall mean, collectively, (i) this Master Declaration which includes the Design Guidelines, together with any and all Supplemental Declarations, as the same may be amended from time to time, (ii) The Meadows Rules and Regulations, and (iii) the Articles and Bylaws from time to time in effect, as the same may be amended from time to time.

1.8 The Meadows Rules. “The Meadows Rules” shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.9 Common Areas. “Common Areas” shall mean those areas of land shown on any recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant and identified thereon as “Greenbelt” or “Amenity Area.”

1.10 Common Elements. “Common Elements” shall mean those Improvements made in Common Areas or on Common Properties owned by the Homeowner’s Association for the common use and enjoyment of the Members of the Homeowner’s Association, including, but not limited to playground equipment, benches and tables.

1.11 Common Properties. “Common Properties” shall mean that portion of the Property

community facilities, pumps, landscaping, sprinkler systems, pavement, streets and alleys, (to the extent not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Properties to be owned by the Homeowner's Association shall include (i) Common Areas and (ii) those areas of land deeded to the Association by Declarant.

1.12 Declarant. "Declarant" shall mean Fordham/Thompson Development, L.L.C., a Mississippi Limited Liability Company, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Fordham/Thompson Development, L.L.C., a Mississippi Limited Liability Company must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.13 Design Guidelines. "Design Guidelines" shall mean those certain Design Guidelines set forth below in this Declaration in Sections 3.1 through 3.9, and in the attached Exhibit "A," as the same may be amended from time to time.

1.14 Greenbelt or Amenity Area. "Greenbelt" or "Amenity Area" shall mean all areas designated by Declarant to be held as open space for passive or active recreational purposes for the benefit of all Owners.

1.15 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, basketball goals, playscapes, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning units, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in conjunction with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.16 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat or a Preliminary Plat, together with all Improvements located thereon.

1.17 Master Declaration. "Master Declaration" or "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.18 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Homeowner's Association.

1.19 Mortgage. "Mortgage" shall mean any mortgage of deed of trust covering all or any portion of the Property given to secure the payment of debt.

1.20 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any

mortgage or mortgages.

1.21 Owner. “Owner” or “Owners” shall mean and refer to a person or persons, entity or entities, including Declarant, holding a fee simple interest in all or any portion of the Property, but shall not include the Mortgagee.

1.22 Person. “Person” or “Persons” shall mean any individual, individuals, entity or entities having a legal right to hold title to real property.

1.23 Plans and Specifications. “Plans and Specifications” shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exteriors, plans for utility services, all other documentation or information relevant to such Improvement, and any and all additional documentation or information called for by the Design Guidelines.

1.24 Planting Strip. “Planting Strip” shall mean the land surface area between a curb and sidewalk along a street or the land surface area between the edge of an alleyway paving and the adjacent Lot line.

1.25 Plat. “Plat” shall mean a final subdivision plat of any portion of the Property.

1.26 Preliminary Plat. “Preliminary Plat” shall mean a preliminary subdivision plat of any portion of the Property which has been approved by the County of Forrest, Mississippi.

1.27 Property. “Property” shall mean that real property which is subject to the terms of this Declaration.

1.28 Single Family Residence. “Single Family Residence” shall mean any Lot in the Property with a Residential Improvement shall be allowed to house a maximum of one single family unit. Never shall more than one family be permitted to live permanently in a Single Family Residence regardless if the Residence is owned or leased.

1.29 Subassociation. “Subassociation” shall mean any Mississippi corporation or unincorporated association organized and established by Declarant or with Declarant’s approval, pursuant to or in connection with Supplemental Declaration.

1.30 Subdivision. “Subdivision” shall mean The Meadows Subdivision and shall refer to property within the area described in Exhibit “B” which has been subdivided and shown on a Plat or Preliminary Plat.

1.31 Supplemental Declaration. “Supplemental Declaration” shall mean and refer to

any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to add land to the Property, (ii) to subject any area of the Property to further covenants, conditions or restrictions or (iii) to withdraw land from the Property.

ARTICLE II ADDITIONS TO THE PROPERTY

2.1 Staged Subdivision. The Declarant, its successors and assigns, shall have the right and option at any time prior to **February 21, 2037**, to bring within the scheme of this described Exhibit "B" attached hereto, (including without limitation, subsequent sections of The Meadows Subdivision (the "Subdivision"), or if such property is contiguous to the real property subject to this Declaration at the time of such addition, without the consent or approval of Owners of any Lots, or the Homeowner's Association, as long as such additions are consented to by the owners of such additional properties. Furthermore, other real property may be made subject to the terms of this Declaration at any time with consent of the Declarant, the owners of such additional real property and/or two-thirds (2/3rds) of each class of members of the Association. Declarant shall record a Notice of Addition of land describing the properties to be made subject to the terms of this Declaration, if and when additional properties are brought within the scheme of the Declaration in accordance with the requirements set forth above. With respect to such properties, Declarant may, without the consent or approval of Owners of any Lots, or the Association, record Supplemental Declarations which may incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for such properties. Upon recordation of such Notice of Addition of land and the filing of a Supplemental Declaration, if any, containing restrictive covenants pursuant thereto, then and thereafter the Owners of all Lots in the Subdivision shall have the rights, privileges and obligations with respect to all of the Property in the Subdivision (including such additional properties) in accordance with the provisions of, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

2.2 Merger or Consolidation. Upon a merger or consolidation of the Homeowner's Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Homeowner's Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with 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 pertaining to the Property except as hereinafter provided.

ARTICLE III
RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

Design Guidelines

3.1 Minimum and Maximum Square Footage of Improvements. The minimum and maximum square footages of the living area of the main residential Improvement located on any Lot, exclusive of open porches, parking facilities, and accessory dwellings shall be 1,200 square feet minimum and 2,400 square feet maximum, as set forth on the attached Exhibit "A."

3.2 Detached Storage Buildings. All detached storage buildings shall be subject to the approval of the Architectural Review Committee as set forth on the attached Exhibit "A." Review points shall be, but not limited to, architectural style, size of structure, site location, materials and colors.

3.3 Garages and Carports. All residences shall contain an enclosed garage in accordance with the requirements of Exhibit "A" attached to this Declaration.

3.4 Setback Requirements and Build-To Lines. All residences shall maintain a front yard Setback and Build-To line of twenty-five (25) feet from the front Lot boundary line to the outermost front wall of the residence. For those Lots situated on interior street corners, a setback of twenty (20) feet shall be required for any part of the Residence from side yard Lot boundaries. All residences shall maintain a side yard setback of six (6) feet from each side yard Lot boundary to the sidewalls of the residence. All residences shall maintain a rear yard setback of twenty-five (25) feet from the rear Lot boundary line to the outermost rear wall of the residence.

3.5 Building and Roofing Materials, Colors. Building and roofing materials and colors shall be subject to the approval of the Architectural Review Committee as set forth on the attached Exhibit "A."

3.6 Fences. Both privacy and/or non-privacy fences shall be allowed on all Lots in the Property. The Architectural Review Committee shall review and approve all in writing the designs and construction of all fences, in accordance with the requirements of the attached Exhibit "A."

3.7 Fence Maintenance. Fence maintenance shall be the responsibility of the Owner and all damage shall be repaired within thirty days of written notification by the Association. It shall be a violation of this Declaration to maintain any fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base, or (ii) missing, loose, or damaged rails in the fence, or (iii) symbols, writings, or other graffiti on the fence.

3.8 Improvements. No Improvements shall hereafter be constructed upon any of the

Property without the prior written approval of the Plans and Specifications for the Improvement(s) by the Architectural Review Committee. Anything herein to the contrary notwithstanding, in the case of single-family residences constructed on any Lot, the Architectural Review Committee, in its sole discretion, may limit its review of specific floor plans and elevations. Upon the Architectural Review Committee's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the Architectural Review Committee. No Improvement shall be placed or installed as to be visible from the street or from the first floor of another residence without prior approval of the location and the Plans and Specifications of the Architectural Review Committee.

3.9 Swimming Pools, Tennis Courts, Sports Courts, Playscapes and Basketball Goals and Recreational Decks.

The location and Plans and Specifications for any kind of swimming pool, tennis court, sport court, playscape, or basketball goal, or recreational deck and its screening or fencing, shall be approved by the Architectural Review Committee before any construction occurs. Basketball goals are permitted only off the driveway when located to the side and behind the front wall of any residence. The materials, design and construction of all pools, courts, playscapes, basketball goals, and recreational decks shall meet standards generally accepted by the industry, shall comply with regulations of all applicable governmental entities, and shall meet all fence and setback criteria established by this Declaration and other applicable governmental regulations.

3.10 Landscaping Materials. The Architectural Review Committee shall review and approve in writing the design and implementation of all landscaping improvements in accordance with the requirements of the attached Exhibit "A."

General Restrictions

3.11 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other device designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee. Any antenna which is approved by the Architectural Review Committee and which will cover more than fifteen square feet of surface area of a Lot shall be screened from view from public or private thoroughfares and adjacent properties. Notwithstanding any provision in this Section to the contrary, one (1) satellite dish no greater than twenty (20) inches in diameter may be affixed to a residence located on a Lot so long as the satellite dish is not visible from the street located adjacent to the front lot line of such Lot.

3.12 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey

an easement, except drainage and public utility easements, or other interest less than the whole, all without the approval of the Architectural Review Committee.

3.13 Signs. No emblem or sign of any kind may be kept or placed upon any Lot or mounted, painted or attached to any residence, fence or other Improvement upon such Lot so as to be visible from public view except the following:

- (I) For Sale or Lease Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale or lease.
- (II) Declarant's and Builder's Signs. Signs or billboards may be erected by the Declarant without approval of the Architectural Review Committee. Builders may erect signs or billboards only with prior written approval of the Architectural Review Committee.
- (III) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election. Such signs shall not exceed 2' x 3' in area, and must be fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground.

3.14 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view or in the areas(s) designated for such purposes on the house plan approved by the Architectural Review Committee for such Lot. No burning of refuse, garbage or trash shall be permitted at any time except for burning by Declarant or Builder during construction of initial residential Improvement.

3.15 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Property such that it becomes or will become clearly audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.16 Maintenance of Improvements. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

3.17 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Review Committee.

3.18 Underground Utility Lines. No utility lines including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved by the Architectural Review Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Review Committee; and further provided that this provision shall not apply to utilities installed along the perimeters of the Property or to temporary utility lines specifically approved in writing by the Architectural Review Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Review Committee.

3.19 Drainage. No objects, including but not limited to buildings, fences or landscaping, shall be allowed in a drainage easement except as approved by the County of Forrest, Mississippi, to the extent such county has jurisdiction.

3.20 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, exterior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.21 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Review Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of Declarant, approval to include the nature, size, duration and location of such structure.

3.22 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth, except the Declarant and the Homeowner's Association shall be permitted to drill and operate water wells on the Property.

3.23 Unightly Articles; Vehicles. No articles deemed to be unsightly by the

Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, bicycles, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Owners shall not keep more than three (3) automobiles in such manner to be visible from any other portion of the Property for any period in excess of seventy-two (72) HOURS. No automobiles or other vehicles may be parked overnight on any private alley or private roadway within the Property except in areas designated for parking on a Plat or approved by the Board. At no time shall any automobile or other vehicle be parked on the lawn within a Lot. Service areas, storage areas, loading areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and adjacent properties and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap of refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures and appropriately screened from view from public or private thoroughfares and adjacent properties or in areas specifically designated for such purposes on a Plat.

3.24 Mobile Homes, Manufactured Homes, Travel Trailers and Recreational Vehicles. No Mobile Homes or Manufactured Homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.25 Animals – Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all time. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Review Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

3.26 Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on any windows or glass doors. Drapes or blinds should be capable of providing full coverage of respective window.

3.27 Window Units. No window or wall type air conditioner which is visible from any

street shall be permitted to be used, placed or maintained on or in any structure in any part of the Property.

3.28 Maintenance of Lawns and Planting. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (including any Greenbelt platted as a part of such Owner's Lot and any Greenbelt located between such Owner's Lot and a public dedicated roadway) cultivated, watered, pruned, mowed, and free of trash and other unsightly material. Each owner may with approval of the Architectural Review Committee, install landscape irrigation systems where appropriate for the types of vegetation located on such Lot, and shall maintain all such landscape irrigation systems in good working order. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind located in Planting Strip in front of or behind such Owner's Lot cultivated, watered, pruned, mowed and free of trash and other unsightly material. Each owner may with approval of the Architectural Review Committee, install landscape irrigation systems where appropriate for the types of vegetation located in such Planting Strips, and shall maintain all such landscape irrigation systems in good working order. Notwithstanding the foregoing provision, no Owner shall be required to maintain or repair landscaping and landscape irrigation systems in Plantings Strips maintained by the Association. The Association shall maintain all landscaping and landscaped irrigation systems within the Planting Strips for which the Association has assumed responsibility.

3.29 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No construction activity shall be allowed on Sundays. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such construction. All construction of Improvements must be completed within a six (6) month period from commencement of respective Improvement.

3.30 Compliance with Provisions of The Meadows Restrictions. Each Owner shall thus comply strictly with the provisions of The Meadows Restrictions as the same may be amended from time to time. Failure to comply with The Meadows Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Homeowner's Association or by an aggrieved Owner.

3.31 Unfinished Structures. No structure, other than the main residential Improvement, shall remain unfinished for more than two (2) months after the same has been commenced. In the event a structure is not completed within the prescribed period, a fine shall be levied upon the Owner which shall constitute a lien upon the property. Such fine shall be set at \$100 per day till completion payable to the Association.

3.32 Rentals. Nothing in this Declaration shall prevent the rental of any entire Lot and the Improvements thereon by the Owner thereof for single family residential purposes.

3.33 Sidewalks. All sidewalks required by the Declarant or any governmental entity having jurisdiction shall be constructed in accordance with applicable design requirements of the Declarant on each Lot. If sidewalks are required by the Declarant for the Owner's respective Lot, the Plans and Specifications for the residential buildings on said Lot shall include plans and specifications for such sidewalk, and the same shall be constructed and completed to coincide with completion of the residential building prior to occupation of the residential building. No other sidewalks shall be placed on any Lot without the approval of the Architectural Review Committee.

3.33 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity of such provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provision shall assume all risks of the validity and enforceability thereof and, by acquiring the lot, agrees to hold Declarant harmless there from.

3.34 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE IV USE RESTRICTIONS

4.1 General. The Property shall be improved and used solely for single family Residential use, or for Common Areas. Common Areas may, subject to the approval of Declarant, be improved or used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however, that, as to any specific area, Declarant may in its sole and absolute discretion, permit other improvements and uses. Except for Common Areas, no Lot, and no Improvement erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes. This prohibition shall apply to "garage sales" conducted by Owners and/or non-Owners of Lots from any location within The Meadows. This prohibition shall not apply to any builder as a model home or sales office, or the use of any Lot as a site for a construction

office trailer or sales office trailer by Declarant or any builder. Notwithstanding the foregoing provisions, such Lot and Improvement erected on such Lot may be used for non-residential uses such as home offices, provided that such non-residential use complies fully with all County of Forrest Ordinances regarding such uses.

4.2 Minimum Yards. The location of all Improvements located on a Lot shall be subject to approval by the Architectural Review Committee. Minimum yard and set-back requirements may be established by the Architectural Review Committee or by Declarant through a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement and to benefit the overall appearance of the Property.

4.3 Greenbelt or Amenity Areas. No land within any Greenbelt or Amenity Area shall be improved, used or occupied, except in such a manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Greenbelt or Amenity Area may be limited to persons currently paying Assessments, fees and other such charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as Declarant may determine, in its sole discretion. When no Class B Membership exist, the Board shall have the right to determine such terms and conditions as the Board deems proper in its sole discretion, even if such right has not been delegated to it by Declarant.

4.4 Recreational Improvements. Any proposed construction of any type recreational improvements within a Greenbelt or Amenity Area shall be subject to approval by the Architectural Review Committee.

ARTICLE V
THE VILLAGE - MEADOWS HOMEOWNER'S ASSOCIATION, INC.

5.1 Organization. The Declarant shall, at such time as the Declarant deems appropriate, cause the formation and incorporation of the Master Association as a Mississippi corporation under the laws of the State of Mississippi. The Master Association shall be created for the purposes, charged with the duties, governed by the provisions and vested with the powers prescribed by law or set for in its Articles and Bylaws in this Master Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. Nothing in this Master Declaration shall prevent the creation, by provisions therefor in Supplemental Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declaration.

5.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Homeowner's Association, including contract sellers, shall be a Member of the Association. The

foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Homeowner's Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Lot which is part of the Property through judicial or nonjudicial foreclosure shall be a Member of the Homeowner's Association. Every member shall have the right at all reasonable times during business hours to inspect the books and records of the Homeowner's Association.

5.3 Voting Rights. The Homeowner's Association shall have two (2) classes of voting memberships:

(A) Class A. Class A Members shall be all Owners, with exception of Fordham-Thompson Development, L.L.C., a Mississippi Limited Liability Company the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot by a Class A Member.

(B) Class B. The Class B Member(s) shall be Fordham-Thompson Development, L.L.C., a Mississippi Limited Liability Company the Declarant, and its successors and assigns, and shall be entitled to four (4) votes for each lot owned by it, provided that the Class B membership shall cease and be converted to Class A membership (subject to reversion back to Class B membership upon annexation of additional land) on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, (subject to reversion back to Class B membership upon annexation of additional land) or

(2) thirty (30) years from the filing date hereof in the Official Records of Forrest County, Mississippi.

5.4 Powers and Authority of the Association. The Master Association shall have the powers of a Mississippi corporation subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Mississippi or of the two preceding sentences, the Master Association and the Board, acting on behalf of the Master Association, shall have the power and authority at all times as follows:

(A) The Meadows Rules and Bylaws. To make, establish and promulgate,

and in its discretion to amend or repeal and re-enact, such The Meadows Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the Opinion of the Board, are reasonably necessary or appropriate to carry out the Master Association functions.
- (C) Records. To keep books and records of the Master Association's affairs and to make all such books and records available for inspection by an Owner upon request and at reasonable times and intervals.
- (D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the Case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereof for the purpose of enforcing The Meadows Restrictions for the purpose of maintaining or repairing any area, Improvement or other facility to conform to The Meadows Restrictions and the expense incurred by the Master Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular, special and initial assessments. The Master Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of The Meadows Restrictions.
- (F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Master Association.
- (G) Collection for Subassociation. To collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to this Master Declaration.
- (H) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, right-of-way, or mortgages out of, in, on, over, or under any Master Association property for the purpose of construction, erecting, operating or maintaining the following:

- (1) Parks, parkways or other recreational facilities or structures;
- (2) Roads, streets, walks, driveways, trails and paths;
- (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (5) Any similar public, quasi-public or private improvements or facilities; provided, however, that the Master Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Areas without complying fully with the requirements of Section 8.7 below.

Nothing above contained, however, shall be constructed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

- (I) Manager. To retain and pay for the services of a person or firm (the “Manager”) to manage and operate the Master Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Master Association or may be furnished by the Manager. To the extent permitted by law, the Master Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Master Association hereby release the Master Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- (J) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Master Association property; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate and to own and operate any and all types of facilities for both active and passive recreation.
- (K) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Master Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Master Association.
- (L) Construction on Association Property. To construct new Improvements or additions to Master Association properties, subject to the approval of the Architectural Review Committee as provided in this Declaration.

- (M) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.
- (N) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.5 Maintenance and Landscape Authority. The Master Association shall maintain all alley ways, streets and roadways within the Property, which have been completed but either remain private roads or are not yet accepted by the appropriate governmental entity for maintenance and shall maintain all landscaping and landscape irrigation systems within the Property as may be determined appropriate by the Board of the Association. In addition, the Master Association shall be authorized to landscape, maintain and repair all easements, access easements, right-of-way, median strips, sidewalks, paths, trails, retention ponds and other areas of the Property, as appropriate. The Master Association shall maintain all Greenbelt or Amenity Areas dedicated to the Master Association or maintenance, by or with the consent of the Declarant.

5.6 Lighting. The Master Association shall pay for electrical services and for all other costs and expenses necessary to operate and maintain the lights within Greenbelt and Amenity Areas and all Common Areas within the Property.

5.7 Common Properties. Subject to and in accordance with this Declaration, the Master Association, acting through the Board, shall have the following duties:

- (A) To accept, own, operate and maintain all Common Areas and Common Elements which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in such areas; and to accept, own, operate and maintain all other Common Properties and Common Elements, real and personal, conveyed or leased to the Master Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Master Association property owned by or leased to the Master Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.
- (B) To construct, maintain, repair and replace landscape improvements and irrigation systems within public right-of-way pursuant to agreement(s) with the County of Forrest, Mississippi or other appropriate governmental authority.
- (C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Master Association, to the extent that such taxes and

assessments are not levied directly upon the members of the Master Association. The Master Association shall have all rights granted by law to contest legality and the amount of such taxes and assessments.

- (D) Upon the approval of two-thirds (2/3) of the Owners (excluding Declarant) and full compliance with the provisions of Section 8.7 below, to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Master Association.
- (E) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Areas. Such insurance shall be in an amount as the Board shall deem appropriate.

5.8 Fencing. In the event Declarant shall erect or cause to be erected a fence along any portion of the Property or of any Lot where such side or rear property line adjoins a Greenbelt easement, then the Master Association shall be responsible for all maintenance of such fence, including the obligation to rebuild the same upon a majority vote of the Members.

5.9 Indemnification. The Master Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceed, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, committee member, employee, servant or agent of the Master Association against expenses, including attorney's fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court that he or she (1) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Master Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Master Association, against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him or her against such liability hereunder or otherwise.

5.10 Violation of The Meadows Rules. The violation of these restrictions or The Meadows Rules by an Owner, his family, guest, lessees or licensees shall authorize the Board to avail itself of any one or more of the following remedies:

- (A) The imposition of a special charge not to exceed \$50.00 per day per violation, or
- (B) The suspension of Owner's rights to use any Association property for a period not to exceed thirty (30) days per violation, or
- (C) The right to cure or abate violation and to charge the expense thereof, if any, to such Owner, or
- (D) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.

Before the Board may invoke the remedies provided above, it shall give notice of such alleged violation to Owner in the manner specified in Section 9.4 below, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. All unpaid special charges imposed pursuant to this section for violation of the restrictions or The Meadows Rules shall be the personal obligation of the Owner of the Property for which the special charge was imposed and shall become a lien against such Lot and all Improvements thereon. Such liens shall be prior to any declaration of homestead and the Master Association may enforce payment of such special charges in the same manner as provided in Article VII below.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

6.1 Approval of Plans and Specifications. No Improvements shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications therefore shall have been submitted to in accordance herewith and approved in writing by the Architectural Review Committee.

6.2 Membership of Architectural Review Committee. The Architectural Review Committee shall consist of not less than two (2) or more than seven (7) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity (Advisory Members") as Declarant or its successors or assigns deem appropriate. The initial voting members of the Architectural Review Committee shall be appointed by Declarant.

6.3 Actions of Architectural Review Committee. The Architectural Review Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the

Architectural Review Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Review Committee taken without a meeting shall constitute an act of the Architectural Review committee.

6.4 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.5 Term. Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.6 Declarant's Right of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Review Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Review Committee. When no Class B memberships exist, the Board shall have this right to appoint and remove all members of the Architectural Review committee, even if such right has not been delegated to by Declarant.

6.7 Adoption of Rules. The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, and other similar codes as it may deem necessary and desirable.

6.8 Design Guidelines. The Architectural Review Committee hereby adopts the foregoing Sections 3.1 through 3.10 of this Declaration and Exhibit "A" attached to this Declaration as the "Design Guidelines," and shall supply said Design Guidelines to each Owner. All Improvements shall be constructed in accordance with the Design Guidelines, and the Architectural Review Committee shall have the authority to disapprove any proposed Improvements based on the restrictions set forth in the Design Guidelines. Any decision of the Architectural Review Committee pursuant to this Section shall be final and binding so long as it is made in good faith. The Architectural Review Committee may charge Owners a reasonable fee for each set of Design Guidelines supplied to an Owner.

6.9 Reviews of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required, it shall consider all of the Plans and Specifications for the Improvements or proposal in question, the Design Guidelines, and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. The Architectural Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to

this Declaration and perform such other duties assigned to it by the Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Review Committee. The Architectural Review Committee shall not be responsible for reviewing any proposed Improvement nor shall its approval of any Plans and Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.10 Plan Review. Upon receipt by the Architectural Review Committee of all of the information required by this Article VI, it shall have twenty-one (21) days in which to review said plans. The proposed Improvements will be approved if, in the sole opinion of the Architectural Review Committee, (i) the Improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the Improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building set back lines; (iii) the Improvements will not result in the reduction in property value, use or enjoyment of any of the Property; (iv) the individual or company intended to perform the work is acceptable to the Architectural Review Committee; and (v) the Improvements will be substantially completed, including all cleanup, within two (2) months of the date of commencement (six (6) months for the constructions of a complete house). In the event that the Architectural Review Committee fails to issue its written response within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the Architectural Review Committee's approval shall be deemed to have been granted without further action.

6.11 Variance. The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration, any Supplemental Declaration or the Design Guidelines, when, in the opinion of the Architectural Review Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed and dated by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions hereof.

6.12 No Waiver of Future Approvals. The approval or consent of the Architectural Review Committee to any Plans or Specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Architectural Review Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person or entity.

6.13 Work in Progress. The Architectural Review Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

6.14 Address. Plans and Specifications shall be submitted to the Architectural Review Committee at **Fordham-Thompson Development, P.O. Box 307, Hattiesburg, MS 39403**, Attention: **David E. Thompson** or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6.15 Fees. The Architectural Review Committee may require a submission fee for each set of Plans and Specifications submitted for its review, with all fees payable prior to commencement of review process. The amount of such fees shall be set by the Board.

ARTICLE VII FUNDS AND ASSESSMENTS

7.1 Assessments.

- (A) Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property.
- (B) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. Such lien shall be prior to any declaration of homestead. The Master Association may enforce payment of such Assessments in accordance with the provisions of this Article.
- (C) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.

7.2 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Master Association and from which disbursements shall be made in performing the functions of the Master Association under this Master Declaration. The funds of the Master Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Subassociation pursuant to any supplemental Declaration.

7.3 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board

shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under The Meadows Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing The Meadows Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Master Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Master Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular annual assessment per Lot for the year 2007 exceed the sum of \$204 which maximum assessment may thereafter be increased by the sum of twenty percent (20%) per year.

7.4 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Master Association under The Meadows Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board.

7.5 Initial Assessments. In addition to the regular annual and special Assessments provided for above in Section 7.3 and 7.4, a one-time initial Assessment shall be due and payable to the Master Association immediately upon the conveyance of any Lot to a new Owner. Such initial Assessment shall be assessed and levied to provide for reasonable costs incurred by the Association upon the conveyance of the Lot and the preparation for the new owner information and materials relating to membership in the Association and to the Property. In no event shall the initial Assessment exceed \$250 per Lot.

7.6 Owner's Personal Obligation for Payment of Assessments. The regular, special and initial Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself or herself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by Mississippi law for interest on delinquent assessments, but in no event higher than any applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate then at the rate of eighteen percent (18%) per annum) together with all costs and expenses of collection, including reasonable attorney's fees.

7.7 Exemptions. Notwithstanding, any provision herein to the contrary, all Common Areas, Amenity Areas and Association property shall be exempt from the payment of any Assessments, whether regular, special or initial.

7.8 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this

Article but unpaid, shall together with interest as provided in Section 7.6 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be prior to any declaration of homestead and superior to all other liens and charges against the said Lot, except only for:

- (A) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;
- (B) All liens secured by amounts due or to become due under (i) any term Contract for Sale dated, or (ii) and mortgage vendor's lien or deed of trust filed for record, prior to the date any Assessment became due and payable; and
- (C) All liens including, but not limited to, vendor's lien, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Master Association is made a party to any court proceeding to enforce any of the above-listed liens. The Master Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be assigned by an officer of the Master Association. To evidence the aforesaid assessment lien, the Master Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Master Association and shall be recorded in the office of the County Clerk of Forrest County, Mississippi. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Master Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Master Association. The Master Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Master Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII
PROPERTY RIGHTS AND EASEMENTS

8.1 Title to Common Areas. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title of the Common Areas to the Association, free and clear of all encumbrances and liens.

8.2 Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this Master Declaration, are incorporated herein by reference and made a part of this Master Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at anytime or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 5.0 feet on each side of such Lot line.

8.3 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the easement areas affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Review Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.4 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Review Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Master Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent in any drainage easement, except as approved in writing by the Architectural Review Committee.

8.5 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all Improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Master Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such area.

8.6 Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Greenbelt or Amenity Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenance to any municipality or other governmental agency, or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

8.7 Owner's Easements of Enjoyment of Common Areas. Each Owner shall have an easement of use and enjoyment in and to all Common Areas which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) The right of the Master Association to suspend the Owner's voting rights and right to use the Common Areas for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Master Association;
- (B) The right of the Master Association to dedicate or transfer all or any part of the Common Areas 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: (1) an instrument of agreement to such dedication or transfer, signed by at least two-thirds (2/3) of each class of Members entitled to vote is recorded; and (2) written notice of proposed action under this provision is sent to every Owner and Mortgagee not less than ten (10) days and not more than sixty (60) days in advance of such action.
- (C) The right of the Master Association to borrow money for the purpose of improving the Common Areas and, in furtherance thereof, to mortgage the Common Areas, all in accordance with the Articles and Bylaws. No such mortgage shall be effective unless: (1) an instrument of agreement to such mortgage, signed by at least two-thirds (2/3) of each class of Members entitled to vote is recorded; and (2) written notice of proposed action

under this provision is sent to every Owner and Mortgagee not less than ten (10) days and not more than sixty (60) days in advance of such action.

- (D) The right of the Master Association to make reasonable rules and regulations regarding the use of the Common Areas and any facilities thereon; and
- (E) The right of the Master Association to contract for services with third parties on such terms as the Master Association may determine.

ARTICLE IX MISCELLANEOUS

9.1 Term. This Master Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until **February 21, 2037** (thirty years from commencing), unless amended as herein provided. After **February 22, 2037** (thirty years from commencing), this Master Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the property then subject to this Master Declaration.

9.2 Nonliability of Board and Architectural Review Committee Members. Neither the Architectural Review Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Master Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Review Committee or its member, as the case may be. Neither the Architectural Review Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment.

- (A) By Declarant. This Master Declaration may be amended by the Declarant acting alone until **February 21, 2037** (thirty years from commencing), and so long as Declarant owns at least one-third (1/3) of the Lots. No amendment by Declarant shall be effective until there has been recorded in the Real Property Records of Forrest County, Mississippi, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant owns the requisite number of Lots. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors,

and (ii) in order to comply with VA and FHA requirements for approval of the Property.

- (B) By Owners. In addition to the method in Section 9.3(A), this Declaration may be amended by the recording in the Real Property Records of Forrest County, Mississippi of an instrument executed and acknowledged by the President and Secretary of the Master Association, setting forth the amendments and certifying that such amendment has been approved by the Owners of at least two-thirds (2/3) of the Lots.

9.4 Notices. Any notice permitted or required to be given by this Master Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Master Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Master Association.

9.5 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the developmental and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Master Declaration. This Master Declaration shall be construed and governed under the laws of the State of Mississippi.

9.6 Mergers and Consolidations. The Association may participate in mergers and consolidations with other operations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3) of the votes of the Association.

9.7 Exemption of Declarant. Notwithstanding any provision of this Master Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Master Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.8 Assignment by Declarant. Notwithstanding any provision in this Master Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Master Declaration to any other person or entity and may permit the participation, in whole or in part, by any person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.9 Enforcement and Nonwaiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his or her own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of The Meadows Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of The Meadows Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.
- (C) Liens. The Master Association or Declarant shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Master Declaration.

9.10 Construction.

- (A) Restrictions Severable. The provisions of The Meadows Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine and neuter.
- (C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

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IN WITNESS WHEREOF, Declarant has executed this Amended Master Declaration as of this the 10th day of November, 2008.

Declarant: FORDHAM/THOMPSON DEVELOPMENT, L.L.C.,
A Mississippi Limited Liability Company

By: *[Signature]*
member/manager

By: _____

By: _____

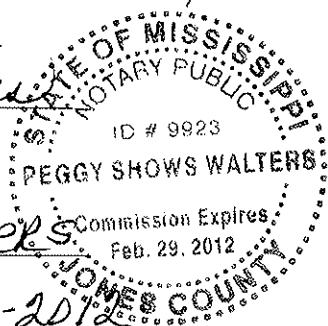
STATE OF MISSISSIPPI

COUNTY OF FORREST

Before me the undersigned notary public, on this day personally appeared Gary W. Fordham, Managing Member of Fordham/Thompson Development, L.L.C., a Mississippi Limited Liability Company known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act of Fordham/Thompson Development, L.L.C.

Given under my hand and seal of office this 4th day of MARCH, 2008.

Peggy Shows Walters
Notary Public, State of Mississippi



Peggy Shows Walters
Notary's Printed or Typed Name
My Commission Expires: 2-29-2012

**Inst. 635915
Bk 1057 Pg 0319**

Exhibit "A"

Design Guidelines
The Meadows

1. Minimum and Maximum Square Footage of Improvements. The minimum and maximum square footages of the living area (heated) of the residential Improvement located on any Lot exclusive of open porches, parking facilities, and detached storage buildings shall be as follows:

Minimum - 1,200 square feet

Maximum - 2,400 square feet

2. Set Back Lines. All residential Improvements shall be constructed to a minimum setback of twenty-five (25) feet so as to provide a uniform look for each Lot Owner. The Set Back shall be twenty-five (25) feet from the front property boundary. Side yard Set Backs shall be set at six (6) feet for each side boundary to the residence sidewall and twenty-five (25) feet from rear property boundary to the residence sidewall.

3. Detached Storage Buildings. The Architectural Review Committee shall approve or disapprove all applications for detached storage buildings. The Architectural Review Committee may, in its sole judgment and discretion, prohibit the construction of any proposed detached storage building.

All detached storage buildings shall be constructed with architectural styling compatible with Residence on said Lot. Materials and colors for siding, brick and roofing must match Residence. Only one (1) detached storage building shall be permitted on any single Lot. Location of detached storage building shall be constructed within close proximity of Residence. In no case shall a detached storage building be permitted on or near a lake, green space or amenity area. Detached storage buildings shall be subject to Rear Yard Setback requirements. Every effort shall be made to construct detached storage building directly behind the Residence. Detached storage buildings shall not be sited as to be visible from passing roadway in front of Residence. Detached storage buildings shall only be permitted in rear yards of Lot.

The minimum square footage for detached storage buildings shall be forty-eight (48) square feet, with a minimum width being eight (8) feet. The maximum square footage for a detached storage building shall be two hundred forty (240) square feet, with a maximum width of twelve (12) feet. Lot size and square footage of Residence shall have a strong bearing upon square footage approved for detached storage building. The detached storage building shall be limited to a single story structure. In no case shall the detached storage building be used for tenant or commercial purpose.

4. Garages. All residences shall contain an enclosed garage from the living area of the main residential structure. Each garage shall be designed and constructed to contain a

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minimum of two, nor more than three, passenger vehicles. Generally, Owners shall contain lawn care equipment inside of garage area.

5. Building and Roofing Materials, Colors. The Architectural Review Committee shall review and approve or disapprove in writing, in its sole judgment and discretion, all building and roofing materials and colors used in the construction of main residential structures and garages.

6. Roof Pitch. The Architectural Review Committee shall review and approve or disapprove in writing the design and construction of Roof Pitch for Residential Improvement, Detached Storage Building and Garages. Roof Pitch shall be set at seven (7) over twelve (12) feet minimum for Residential Improvement.

7. Fences. The Architectural Review Committee shall review and approve or disapprove in writing the design and construction of all fences. The Architectural Review Committee may, in its sole judgment and discretion, prohibit the construction of any proposed fence, specify the materials and colors of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation.

Appropriate fence types take many forms, styles and materials so long as the conditions within this section are maintained; the style, location, height, and materials are compatible with the architectural design of the home and the detailing and quality of the fence is maintained. Fences which are finished on both sides are desired over single sided designs. Notwithstanding, in all cases the 'finished' side of a fence shall be located toward the public view.

Inappropriate fence types are: styles, designs, and materials which are not compatible with the architectural style of the home, fences which violate the location or height requirements, fences which are devoid of appropriate detailing or character, fences where the rough or unfinished side is located toward the public view, and overly detailed or awkwardly detailed fences.

8. Landscaping Materials. The Architectural Review Committee shall review and approve in writing the design and implementation of all landscaping improvements to be visible from the public view. The Architectural Review Committee may, in its sole judgment and discretion, approve or disapprove of any landscaping material proposed to be used within The Meadows.

9. Mailboxes. All street mailboxes and post shall be white in color. All mailboxes shall be provided by builder and be consistent throughout the Property. The Architectural Review Committee shall review and approve or deny the design of each mailbox and post prior to installation. No brick mailboxes shall be submitted for approval or constructed.

10. Driveways.

**Inst. 635915
Bk 1057 Pg 0321**

Legal Description
For
The Meadows
Forrest County, Mississippi
May 17, 2006

A parcel of land located in the NW 1/4 of the SE 1/4 of Section 10, Township 4 North, Range 12 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at a Crimp Top pipe marking the NE Corner of the NW 1/4 of the SE 1/4 of said Section 10; thence North 89 degrees 54 minutes 11 seconds West along North line of said NW 1/4 of the SE 1/4 for 35.12 feet; thence South 00 degrees 16 minutes 56 seconds East for 608.41 feet to the point of beginning and a point on the Westerly right of way line of Sunrise Road; thence continue South 00 degrees 16 minutes 56 seconds East along said westerly right of way line for 648.30 feet to a point on the Northerly right of way line of said Sunrise Road; thence North 86 degrees 14 minutes 15 seconds West along said northerly right of way line for 1306.99 feet to a point on the West line of said NW 1/4 of the SE 1/4; thence North 00 degrees 19 minutes 35 seconds West along west line of said NW 1/4 of the SE 1/4 for 622.11 feet; thence North 89 degrees 40 minutes 25 seconds East for 390.27 feet; thence South 51 degrees 47 minutes 26 seconds East for 81.03 feet; thence South 85 degrees 03 minutes 54 seconds East for 90.32 feet; thence South 89 degrees 42 minutes 19 seconds East for 760.62 feet back to the point of beginning. Said parcel contains 18.77 acres more or less.

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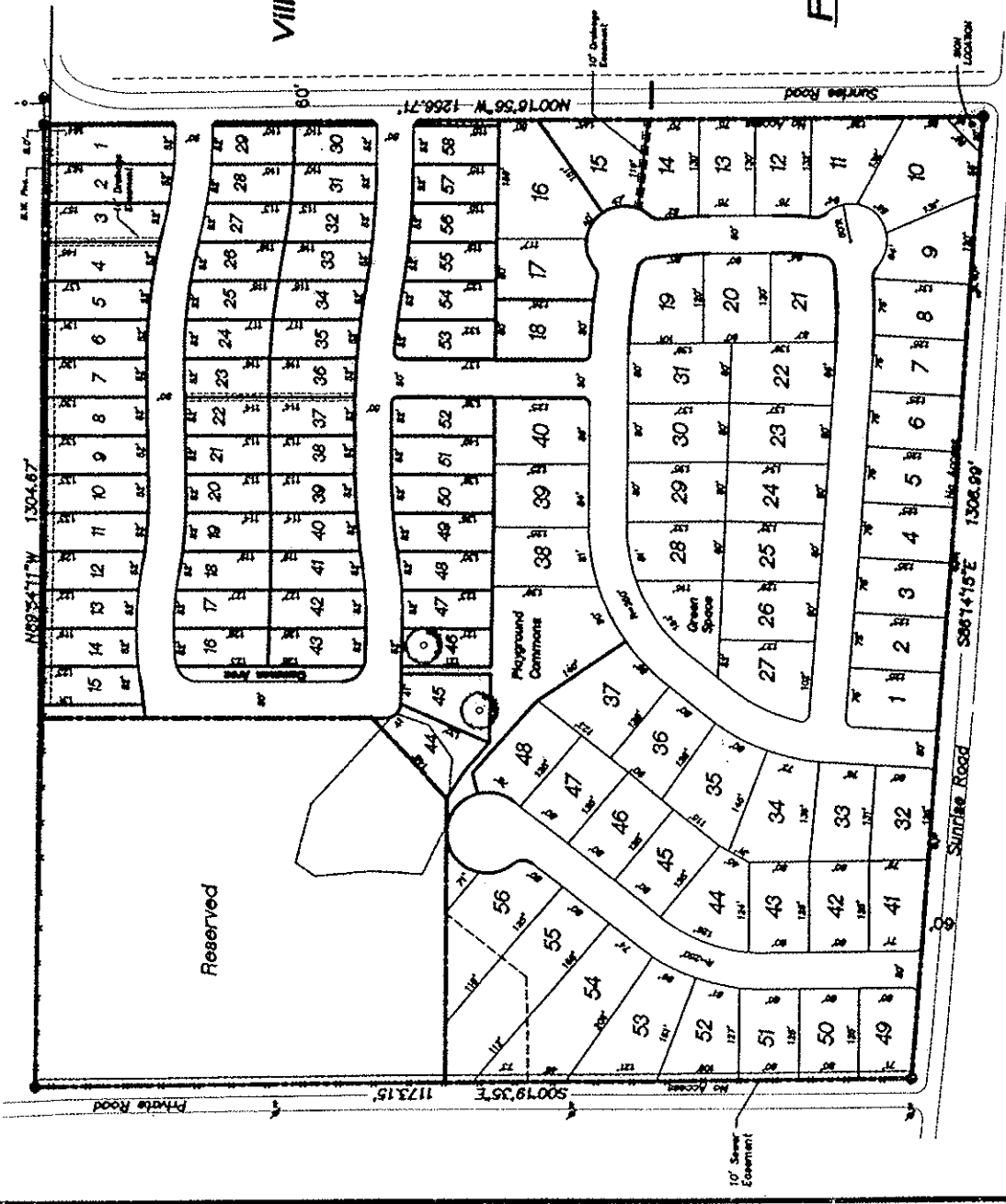


Village At The Meadows

Preliminary Master Plan

June 29, 2005

Developed By:
Fordham-Thompson Development, LLC
P.O. Box 307
Hattiesburg, MS 39403-0307



This plot is preliminary in nature and is for the purpose of providing a conceptual representation of the proposed layout. The Owners reserve the right to make minor modifications as conditions warrant prior to recording the final plat.

The Meadows

Clearpoint
Consulting Engineers, P.A.
6885 U.S. Hwy. 90 • Hattiesburg, Mississippi 39402
PH: (601) 261-2800 • FAX: (601) 261-2805

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