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THE WOODS SUBDIVISION, PICAYUNE MS

ARTICLE I

Section 1. Definitions.

The following words, when used in this Act of Dedication, shall have the following meanings:

- (a) "Association" shall mean and refer to The Woods Owners Association, Inc., and its successors or assigns.
- (b) "The Properties" shall mean and refer to all or any portion of the real property hereinbefore described, and such additions thereto as may hereinafter be made pursuant to the provisions of Article II hereof.
- (c) "Lot" shall mean and refer to all subdivided property which is part of The Property and shall include, without limitation, condominium units or apartment building as defined Laws of the State of Mississippi, or any amendments or revisions thereof effective subsequent to the date of recordation of this Act of Dedication, and shall also include, again without limitation, any dwelling (as herein defines).
- (d) "Dwelling" shall mean and refer to any completed building or portion of a completed building (townhouse or apartment) situated upon The Property and designed or intended for use and occupancy as a residence by a single family.
- (e) Subsection 1. "common Areas" or "Open Spaces" or "Community facilities" shall mean and refer to all real property now or hereafter acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its members. With the exception of the Lake, Recreational Area and Jogging Trail which are to be owned by the Association at the time of conveyance of the first lot, the only "Common Areas", "Open Spaces," or "Community Facilities" as of this date are the real property described in the hereintofore description and platted as Green Space, Recreation Area, Boat Launch, & Lake Assess Easement between lots 9 & 10. It shall also mean all improvements on and made upon or to the above areas.

Subsection 2. It is further declared that there are no "Common Areas", "Open Spaces", or "Community Facilities" outside of the above described and/or platted areas for the benefit of the herein named owners or their guests.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on The Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (g) "Member" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds a membership in the Association.
- (h) "Developer" shall mean and refer to La Tierra Corporation with respect to all of the property described hereinabove, its successors and assigns, who acquire more than one undeveloped lot for development.
- (i) "The Woods" shall mean and refer The Woods Subdivision and/or The Woods community.

Section 2. Voting

Unless otherwise stated in this Act of Dedication, whenever any action is required to be taken by a vote of the membership, then such action will be determined by a majority vote of a quorum at a duly called meeting of the membership.

ARTICLE II

Section 1. Property Subject to Act of Dedication.

The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Act of Dedication is located in Pearl River county, State of Mississippi, and is more particularly described in the herein above description.

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Section 2. Additions.

Additional property may be annexed to the above described property with the assent of a majority of a quorum at a duly called meeting of the membership.

Any annexations made pursuant of this Article, or otherwise, shall be made by recording a Supplementary Act of Dedication of Servitudes, Privileges and Restrictions with the Chancery Clerk for Pearl River County, Mississippi, which Supplementary Act of Dedication shall extend the scheme of the within Act of Dedication to such annexed property. Such Supplementary Act of Dedication may contain such complementary additions and modifications to the servitudes, privileges and restrictions set forth in the within Act of Dedication as may be necessary to reflect the different character or use, if any, of such addition or modification which may be substantially inconsistent with the provisions of the within Act of Dedication.

ARTICLE III

Section 1. Membership.

Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, excluding the developer, who is a record owner of a fee interest in any lot which is or becomes subject by this Act of Dedication to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each lot shall be entitled to only one vote, regardless of the number of owners, which may be exercised as they determine with the following exception:

- (a) two adjacent lots owned by a single member of the association is considered as one lot provided one lot has a home and is the owner's residence and the other lot is not for development but is for the sole enjoyment of the member;
- (b) a member owning such property is entitled to cast only a single vote on action requiring a vote of the membership;
- (c) at such time that one or both lots of the above described properties are sold or developed for the purpose of sale, unless owned by a single member as described in the above paragraph (a), the then owner of each lot is assessed full dues and special assessments and is entitled to all membership rights.

ARTICLE IV

Section 1. Members Right of Enjoyment.

Every member shall have a right and easement of use and enjoyment of the common areas and community facilities and such right of use and enjoyment shall be appurtenant to and shall pass with the title to every lot subject to the following:

- (a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the common areas and community facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to mortgage said property; and
- (b) the right of the Association to levy reasonable admission and other fees for the use of any facilities situated upon the common areas by the members of the Association and their guests, provided, however that no such fee shall be effective unless an instrument signed by fifty one percent (51%) of the then members of the association has been recorded agreeing to such fee; and
- (c) the right of the Association to take such steps as are reasonably necessary to protect the property of the association against mortgage default and/or foreclosure, provided, always, however, that the same are in conformity with the other provisions of this Act of Dedication; and
- (d) the right of the Association to limit the number of guests of members to the use of any facilities which are developed upon the common areas; and



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(e) the right of the Association to suspend the voting rights and the rights to use of the common areas and community facilities (except for rights to the use of streets, roadways and parking areas, which shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association; and

(f) the right of the Association to dedicate or transfer all or any part of the common areas or community facilities to any public, state, county, or municipal agency, authority or utility for purposes consistent with the purpose of this Act of Dedication and subject to such conditions as may be agreed to by the members, provided, however that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by fifty one percent (51%) of the then members of the Association has been recorded agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the purposed agreement and action hereunder is sent to each member at least thirty (30) days prior to the taking of any action; and

(g) the right of the Association, acting by and through its Board of Directors, to grant rights-of-way and/or servitudes for any public utility purpose to any state, county or municipal agency, public utility or to serve any of the common areas or community facilities or to serve any other portion of the enjoyment of the common areas and community facilities by the members of the Association.

Section 2. Delegation of Use

Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE V

Section 1. Creation of the Lien and Personal Obligation of Assessments

The declarant or developer of each Lot owned within the Property, hereby covenants, and each Owner of each Lot by acceptance of a deed therefore whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; for and as hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all Lots and may be collected monthly.

Section 2. Payment and Purpose of Assessments.

Each person, group of persons, corporation, partnership trust or other legal entity, or any combination thereof, who becomes a record owner of a lot, whether or not is shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carry charges") equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

(a) the cost of all operating expenses of the common areas and community facilities and services furnished, including charges by the Association for facilities and services furnished by it; and

(b) the cost of necessary management and administration, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

(d) the cost of fire and extended liability insurance on the common areas and community facilities and the cost of such other insurance as the Association may effect; and

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- (e) the cost of security guard service, mosquito spraying, garbage and trash collection and/or other utilities and services which may be provided by the Association, whether with respect to the common areas or otherwise; and
- (f) the cost of maintaining, replacing, repairing and landscaping the common areas and community facilities (including, without limitation, the cost of maintaining, replacing the repairing the trails and open areas of "The Woods" and such equipment as the Board of Directors shall determine to be necessary and proper); and
- (g) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

Two adjacent lots owned by a single member of the association is considered as one lot provided one has a home and is the owner's residence and the other lot is not for development but is for the sole enjoyment of the member. Such property is considered together as one lot for the purpose of dues and special assessments. At such time that one or both lots of the above described properties are sold or developed for the purpose of sale, unless owned by a single member, the then owner of each lot is assessed full dues and special assessments and is entitled to all membership rights.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collect on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, by the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessment or carry charges by a waiver of the use of enjoyment of any of the common areas or community facilities or by abandonment of any lot belonging to him.

Section 3. Special Assessments.

In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of described capital improvement located upon the common areas or community facilities, including the necessary fixtures and personal property related thereto, or for such other purposes at the Board of Directors may consider appropriate, provide, however that no such assessment shall be levied unless an instrument signed by two-thirds (2/3) of the then members of the association has been recorded agreeing to such assessment.

Section 4. Reserve for Replacements.

The Association shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and shall be deposited with a bank or other financial institution, the account of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principle by, the United States of America. The reserve is for replacement of the common areas and community facilities, major repairs to any trails or roadways developed as a part of "The Woods", equipment replacements,

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and for operating contingencies of a nonrecurring nature. The proportionate interest of any member in any reserve for replacements shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned, transferred or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

Section 5. Non-Payment Assessment.

Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any annual assessment levied pursuant to this Act of dedication or any installment thereof, which is not paid when due, shall bear a late charge of five dollars (\$5.00) per month for each month's dues assessment which is more than sixty (60) days past due, with such late charge to be non-cumulative. Any special assessment levied pursuant to this act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest the rate of twelve percent (12%) per annum.

The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of his Lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of this Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the community.

Section 6. Assessment Certificates.

The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Twenty dollars (\$20.00) may be levied in advance by the Association for each certificate so delivered.

Section 7. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Additional Default.

Any recorded first mortgage secured on a lot in the community shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include a provision in any such mortgage shall not affect the validity of such mortgage (or the indebtedness secured thereby).

Section 9. Annual Membership Assessment.

By resolution of the membership on April 1, 1990, maximum annual assessment shall be Ninety Six Dollars (\$96.00) per lot.



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- (a) The maximum annual assessment may be increased each year no more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above 5%, provided, however that no such increase shall be effective unless an instrument signed by two thirds (2/3) of the then membership of the association has been recorded agreeing to such increase.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (d) Anything in this Act of Dedication to the contrary notwithstanding, no Lot held by the Developer shall be subject to the annual assessments or the special assessments provided for in this Act of Dedication.
- (e) Two adjacent lots owned by a single member of the association is considered as one lot provided one lot has a home and is the owner's residence and the other lot is not for development but is for the sole enjoyment of the member.

Section 10. Commencement of Annual Assessments.

The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of any change of annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 11. Notices.

Any notice required to be sent to any Member or Owner under the provisions of this Act of Dedication shall be deemed to have been properly notified or sent when mailed, by ordinary mail, postpaid, to the last know address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 12. Notice and Quorum for Any Actions Authorized Herein.

Written notice of any meeting called for the purpose of taking action authorized by this Act of Dedication shall be sent to all Voting Members not less than 30 days nor more than 60 days in advance of the meetings. At such meeting called, those members present or by proxy shall constitute a quorum.

ARTICLE VI

Section 1. Servitudes for Utilities and Related Purposes.

The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, servitudes and/or rights-of-way for sewer lines, water lines, electrical cable, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to "The Woods" as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common areas and community facilities or for the preservation of health, safety, convenience and/or welfare of the owners of the lots.

Any and all streets, walkways, roadways, sidewalks and/or the like, which are owned by the Association shall be subject to non-exclusive servitudes of ingress, egress and regress for the benefit of all members of the Association, the Developer, their respective heirs, personal representatives and assigns and all other persons or other parties claiming under any of them.

ARTICLE VII

Section 1. Environmental Control Committee.

Except for original construction and/or development within the community of "The Woods" by the Developer, and except for any improvements to any lot or to the common areas accomplished by the Developer, and except for any improvements to any lot or to the common areas accomplished by the Developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced,

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directed, placed, moved, altered or maintained upon The Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plan and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including without limitation, any other information specified by the Board of Directors or by the Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community of "The Woods" by the Board of Directors of the Association, or by the Environmental Control Committee appointed by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting shades, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change in alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other lot owner, materially increase the cost of operating or insuring any common areas or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors or by the Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for "The Woods" by the Board of Directors of the Association or by any committee designated by it.

Section 2. Environmental Control Committee – Operation.

The Environmental Control Committee shall be composed of three (3) or more persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Environmental Control Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, Etc.

Upon approval by the Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Environmental Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Environmental Control committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations.

Construction or alterations in accordance with plans and specifications approved by the Environmental Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Environmental Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Environmental Control Committee shall specify its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Environmental Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Environmental Control Committee without the prior consent in writing of the Environmental Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Environmental Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance.

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Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Environmental Control Committee in accordance with the provisions of this Article, the Environmental Control Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved full compliance with the provisions of this Article and with such other provisions and requirements of this act of Dedication as may be applicable.

Section 6. Rules and Regulations, Etc.

The Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and/or record such statements of policy, standards, guidelines and/or coverage, building setbacks, minimum square footage of the finished area of improvements, materials, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as waiver of the provisions of this Article or any other provision or requirement of this Article. The decisions of the Environmental Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to hearing before the Board of Directors of the Association.

ARTICLE VII

Section 1. Prohibited Uses and Nuisances.

Except for the activities of the Developer, or except with the prior written approval of the Environmental Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

(a) no noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling situate upon The Property, nor shall anything be done therein or thereon which may be or may become an annoyance or nuisance to the neighborhood or other member

(b) the maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling situated upon The Property, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. Pets shall be registered, licensed and inoculated as may from time to time be required by law. Any member of the Association who keeps or maintains any pet upon any portion of the common areas shall be deemed to have indemnified and agreed to hold the Association, each of its members and the Developer free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of the keeping or maintaining of such pet upon the common areas. The Board of Directors shall have the right to order any member of the Association whose pet is a nuisance to remove such a pet from The Property and the Board of Directors shall have the sole and exclusive authority to determine, after notice to such member and affording such member an opportunity for a hearing before the Board of Directors, whether or not any pet is a nuisance.

(c) no burning of trash no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot; provided, however that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any lot.

(d) except as herein elsewhere provided, no junk vehicles, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or other improvements located upon The Property and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities) shall be kept upon The Property nor (except for bona fide automobiles or other vehicles) be carried out thereon; provided, however, that this restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.



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- (e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.
- (f) no lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose; except in those instances where the Environmental Control Committee approves said subdivision or revision in lot size. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the Developer, and further the provisions hereof shall not be construed to prohibit the granting of any servitude and/or right of way to any state, county, municipality, political subdivision, public body or authority, or to the Association or the Developer.
- (g) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any lot above the surface of the ground.
- (h) no lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or there hydrocarbons, minerals, gravel, or earth.
- (i) except for those trees that must of necessity be removed in order to clear any lot or portion of a lot for purposes of the construction of improvements thereon, no sound hardwood or pine trees measuring in excess of two (2) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Association acting through this Board of Directors or duly appointed Committee. The Board of Directors of the Association may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife upon The Property as it may consider appropriate.
- (j) no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, playhouse, shed, or other buildings shall be erected, used or maintained on any lot at any time; provided, however the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers, or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such structure, trailer or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the lot promptly following the completion of any such improvements.
- (k) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Developer or the Association, and except for such signs as may be maintained upon portions of The Property which are devoted to commercial or other non-residential purposes, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling situate upon The Property, provided, however, that one sign not exceeding tow (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as herein elsewhere in this Act of Dedication defined) is maintained, and provided further that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any lot or attached to any dwelling placed on the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling.
- (l) no structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.
- (m) garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.
- (n) no member shall engage or direct any employees of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employer of the Association.
- (o) no dwelling or other improvements which are located upon The Property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair.



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(p) no wharf, pier, bulkhead, dock or other structure or obstruction shall be built or maintained upon or into any lake, stream, pond, river, canal or other waterway which is part of or adjacent or contiguous to The Property. However boat slips and/or boathouses shall be permitted parallel to and inward from the water's edge. Bulkheads for erosion control may be constructed at the water's edge but must not protrude into the water beyond its natural or developed line. In no event shall any such structure or obstruction be permitted under circumstances where it creates any threat to safe navigation or to the safe navigation or to the safe and convenient use of such waterway as a recreational facility. However, this restriction does not apply to the Developer.

(q) no boat canal shall be constructed upon any lot nor shall any dam, channel, or other device be constructed or installed upon any lot which shall in any way alter or impede the course or natural boundaries of any waterway which shall involve or result in the removal or water from any waterway.

(r) no garbage, trash, or other refuse shall be dumped in any waterway upon The Property.

(s) no boats, boat railways, hoists, launching facilities, or any similar type of device or equipment shall be installed, constructed or maintained upon any lot; provided, however, that boats, hoists and the like may be stored in an enclosed storage room or garage.

(t) there shall be no violation of any rules for the use of the common areas or community facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of this Act of Dedication (including, without limitation, any rules and regulations regarding the use of boats on any lakes or other waterways owned by or under the control of the Association) which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing and the Board of Directors is hereby and elsewhere in this Act of Dedication authorize to adopt such rules.

(u) no family dwelling shall be less than 1,600 square feet in size exclusive of open porches and garages on Lots 1 thru 26, Lots 28 thru 40, and Lots 42 thru 55; nor less than 1,400 feet on Lot 27, Lots 63 thru 65, and Lots 84 thru 103; nor less than 1,100 feet on Lot 41, Lots 56 thru 62, and Lots 66 thru 83.

(v) no individual sewage disposal systems will be permitted.

Section 2. Enforcement – Rights to Remove or Correct Violations.

In the event any violation or attempted violation of any of the servitudes, privileges or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions and requirements of the Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Environmental Control Committee required herein, and upon written notice from the Board of Directors or the Environmental Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed or the violation is not otherwise terminated or abated fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right:

(a) to assess a reasonable fine as determined by the Environmental Control Committee and the Board of Directors or;

(b) through its agents and employees, (but only after a resolution of the Board of Directors of The Environmental Control Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred and, when so assessed, a statement for the amount thereof shall become due and payable and a binding personal obligation of the owner of such lot, in all respects (and subject to the same limitations) as provided in Article V of this Cat of Dedication; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry.

The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation or the provisions of this Article or any of the other provisions or requirements of this Act of Dedication, exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.



ARTICLE IX

Section 1. Residential Use.

All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained as a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided further, that such maintenance and use is in strict conformity with the provisions of any relevant zoning law or ordinance.

Section 2. Context.

As used herein, the term “professional office” shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects, and any other professional office approved by the Environmental Control Committee, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Act of Dedication, shall be construed to prohibit the Developer from the use of any lot or dwelling for promotional or display purposes, or as “model houses” or the like.

ARTICLE X

Section 1. Management Agent.

The Association may employ for the Association a professional agent (the “management agent”) at a rate of compensation to be established by the Board of Directors of the Association to perform such duties and services as the Board of Directors shall authorize in writing including, without limitation:

- (a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the maintenance assessments and other assessments provided for in this Act of Dedication in a manner consistent with law and the provisions of this Act of Dedication; and
- (b) to provide for the care, upkeep, maintenance and surveillance of the common areas and community facilities; and
- (c) to designate, hire and/or dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common areas and community facilities; and
- (d) to promulgate (with approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, “house rules” or the like as may be deemed proper respecting the use of the common areas and community facilities; and
- (e) to provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this act of Dedication.

Section 2. Limitation of Liability.

Neither the Association nor the Developer shall be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the common areas and community facilities or from any wire, pipe, drain, conduit or the like. Neither the Association nor the Developer shall be liable to any member for loss or damage, by theft or otherwise, or articles which may be stored upon the common areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities or from any action taken by the Association or the developer to comply with any law or ordinance or with the order or directive of any state, county, municipal or other governmental authority.

ARTICLE XI

Section 1. Duration – Amendment.



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Except where permanent servitudes or other permanent rights or interests are herein created, the servitudes, privileges and restrictions of this Act of Dedication shall run with the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Act of Dedication, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Act of Dedication, after which the said servitudes, privileges and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by fifty one percent (51%) of the then members of the Association has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part. Notwithstanding the foregoing provision, the terms and provisions of this Act of Dedication, and any of the servitudes, privileges, or restrictions herein contained, may be modified, amended, or revised, in whole or in part, terminated or waived, prior to or subsequent to the above described instrument extending such Act of Dedication beyond the original term of 30 years, by an instrument signed by fifty one percent (51%) of the then members of the Association which shall thereafter be duly recorded in the Land Records of Pearl River County, Mississippi.

Section 2. Construction and Enforcement.

The provisions hereof shall be liberally construed to effectuate the purpose of creating an uniform plan for the development and operation of the community of "The Woods". Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Association or the owner of any lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any owner of any lot which becomes subject to the provisions hereof and/or by any other person, firm, corporation or other legal entity who has any right to the use of any of the common areas or community facilities owned by the Association.

Section 3. Incorporation by Reference on Resale.

In the event any owner sells or otherwise transfers any lot, any act of sale or contract to sale purporting to effect such transfer shall contain a provision incorporating by reference the servitudes, privileges and restrictions set forth in this Act of Dedication.

Section 4. No Dedication to Public Use.

Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common area or community facility by any public, state, county, or municipal agency, authority, or utility and no public, state, county, or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said common areas or community facilities.

Section 5. Severability.

Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 6. Captions.

The captions contained in this Act of Dedication are for convenience only and are not a part of this Act of Dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of Dedication.

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