

PROTECTIVE COVENANTS
OF
TIMBERLANE NORTH,
PHASE I

A Development of the L.D. Hancock Family LLC

WHEREAS, the undersigned, L.D. Hancock Family LLC, hereinafter referred to as "Developer" is the owner of certain land described herein, said subdivision currently being developed as residential development known as "Timberlane North" and,

WHEREAS, the said subdivision has been designated as "Timberlane North" and a plat of the land so subdivided has been recorded in the Records of Maps and Plats on file in the office of the Chancery Clerk of Lee County, Mississippi, in Plat Cabinet _____, Slide _____, reference to which is hereby made, and said plat gives and reflects an accurate description of said property comprising said subdivision, and

WHEREAS, it is the desire and purpose of the aforesaid Developer to sell lots as residential property in said subdivision and to place on all of the property comprising the said subdivision, as designated on the plat, or otherwise, certain restrictions and mutual and beneficial protective covenants, conditions, agreements, restrictions, reservations, easements and limitations (hereinafter sometimes collectively referred to as "Restriction and Protective Covenants" which shall run with the land and for the benefit and protection of future land-owners in said subdivision, and for the benefit of the present owner thereof, and

NOW, THEREFORE, the undersigned L.D. Hancock Family LLC. does hereby establish and set forth the following restrictions and protective covenants upon the use of the property so designated as "Timberlane North" and which covers and is applicable in all respect to the following described real property (excluding that portion of said real property designated as lake property, said property being contemporaneously transferred to the Timberlane North Lakefront Homeowners Association.

See attached Exhibit "A" for real property description.

ARTICLE I

GENERAL DEFINITIONS

Purpose. The restrictions set forth herein are made for the mutual and reciprocal benefits of each and every lot in the subdivision and are intended to create mutual, equitable restrictions and obligations upon each of the properties located in the subdivision in favor of each and all of the other properties therein and owners of such lots, to create a privity of contract and estate between and among the grantees of such lots, and their respective heirs, successors and assigns.

Developer. Developer shall mean L. D. Hancock Family LLC or its designated agent, the party executing and recording these covenants or any successor in title or assignee of said developer to all or any portion of the development. The Developer's rights as far as these restrictions and covenants shall insure to the benefit of any successor or assigns in interest.

3. Timberlane North Lakefront Homeowner's Association. The Timberlane North Homeowner's Association being referred to herein is the association of all lakefront homeowners (lots 57, 58 & 59) and shall be governed and directed by an elected executive committee which shall initially include a representative of the developer and two lakefront owners (total of three members) to be selected annually in compliance with the provisions stipulated in Appendix B.

ARTICLE II

General Provisions

1. **Enforcement.** Any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions,

conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this declaration may be amended by the Developer at any time within the first term, provided that ten (10) days prior thereto, the Developer shall provide written notice thereof to all lot owners in the subdivision with such amendment being subsequently signed and placed of record in the office of the Chancery Clerk of Lee County, Mississippi.

4. Residential Use. All lots and the houses constructed thereon shall be used for single-family residential purposes exclusively. Subject to the terms and conditions contained herein, no business or business activity shall be carried on or upon the property or in the house built on said property any time, except for the using of any unit owned by the Developer for the purpose of carrying on business related to the development and management of the subdivision property.

ARTICLE III

Construction Requirements and Covenants

1. Design Criteria and Structure.

- a. Driveways, walkways, or any other path that connects to the subdivision

street must be paved with asphalt or concrete.

b. No window air conditioners shall be utilized except in out buildings or workshops. No solar panels on the exterior wall or roof shall be visible from the street or from adjacent lots.

c. Garbage facilities, wood piles and clotheslines shall be concealed or screened from view of adjacent lots and subdivision street.

d. Landscaping of the dwelling must be installed within twelve (12) months following completion of each home or within three (3) months of occupancy.

e. A residence constructed on each lot shall be subject to the following setback requirements or restrictions:

(i) front setback - forty (40) feet from front property line to front of residence;

(ii) rear setback - thirty (30) feet from rear property line to rear of residence;

(iii) side setback - twenty-five (25) feet from either side property line to exterior sides of residence;

(iv) side street setback - forty (40) feet from street located on the side of residence to the side of the residence.

f. Developer may have the right, upon written request of any prospective owner of a lot to modify the restrictions with reference to location or setback of any of the improvements prior to construction of such improvements, to the extent Developer deems modification to be in the best interest of the subdivision as a whole. Any such modification allowed by Developer shall be in writing and shall be acknowledged, signed and placed of record in the office of the Chancery Clerk of Lee County, Mississippi.

g. Minimum square foot requirement on each residence to be constructed shall be two thousand five hundred (2,500) square feet heated area. Construction materials are optional except that no aluminum siding may be utilized in the construction of any residence in the subdivision.

h. No garage, storage building, pool house or servant's house, of any type, shall be erected with roofing or outside wall materials being different from those used in the primary residence.

i. No trash, garbage, hazardous waste or other refuse shall be dumped, sorted or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactors. Garbage containers shall be kept in a clean and sanitary condition and shall be placed so as not to be visible from any road, common area, or within sight distance of any other lot except during those time periods of normal refuse and garbage collection. No outstanding burning of wood, leaves, trash, garbage or household refuse shall be permitted.

j. No animals, livestock or poultry of any kind or description, except domestic cats and dogs and customary household pets shall be at all times suitably leashed or penned in accordance with applicable local restrictions and no household pets at any time shall be allowed to wander or roam the subdivision unattended.

k. All signs, billboards or advertising structures are prohibited except builder, contractor or "House for Sale" signs, and in any event, no sign shall not be closer than thirty (30) feet from any street nor shall be more than three (3) square feet in area for the advertising of a lot or house for sale.

l. Boats, boat trailers, house trailers, campers, vans, recreational vehicles, commercial delivery trucks or equipment of a similar nature shall not be parked or stored

on the street or any driveway or yard of the subdivision for any period of time in excess of 24 hours except in or under garages and other landscaped enclosures which effectively screen the visibility of such equipment or vehicle from all streets or adjacent lots.

m. Lots can not be subdivided and sold in part except as located and designated on the plat of said subdivision previously filed in the office of the Lee County Chancery Clerk.

n. Construction shall begin within three (3) years from the date of the warranty deed-conveying title to purchaser. Should construction fail to commence within this time period, Developer shall have the option, to repurchase the lot from the owner at the original cost of the lot.

o. Each lot and the residence constructed thereon shall use the existing sewer facilities with a gravity line or a low pressure grinder pumps. If the connection is with a low pressure pump, the installed system must be approved by the sewer association and developer prior to installation. Residences using the sewer facilities will be subject to the fees and rates established by the Timberlane Utility LLC.

p. During construction the builder must comply with sediment and erosion controls as described in "Planning & Design Manual for the Control of Erosion, Sediment & Storm Water" by DEQ.

q. During construction the following practices will be followed

- Construction waste and debris will be placed in a construction dumpster or other container such that it is retained on the lot and is disposed of properly
- Concrete trucks will be cleaned and washed out on the lot not in the road ditches or other lots.
- Construction will be done during the hours of 7:00 a.m. to 6:00 p.m., Monday through Saturday.

- Loud music and profane language will not be allowed to disturb the neighbors.
- Where surface water runoff may silt the stormwater ditches of adjoining lots, silt fences will be installed to control runoff.

ARTICLE V

Easements

1. An easement in favor of the Developer or its successors or assigns over all subdivision areas located within nine (9) feet from the front, side and rear lot lines of each lot of the subdivision for the purpose of construction, maintenance and repair of systems presently or in the future for the providing of electrical, power, telephone, gas, water, sewer or any other utility as Developer determines is necessary and appropriate for the subdivision. Neither the Developer nor any designated utility entity using said easements shall be liable or responsible for any damage done by them, their assigns, agent or employees to shrubbery, trees, flowers or other property of any lot owner, provided such damages occur solely within the boundaries of said easements.

It is expressly understood and agreed that the title conveyed by the Developer on any lots by contract, deed or other conveyance shall not, in any event, be held or construed to include the title to said easement area with respect to the water, gas, sewer, storm sewer, electric light, power, telephone lines or conduits or other utilities or appurtenances thereto constructed along or upon said easements or any part thereof to serve the subdivision properties. Any ongoing right of maintenance or repair and the right to sell or convey such easements and any lines, utilities and appurtenances erected thereon through any public service corporation or other entity or party, is expressly reserved to the Developer.

ARTICLE VI

Enforcement

1. Right of Action. In the event of an actual or threatened violation or breach of any of these restrictions or covenants or any amendments or supplements thereto or restatements thereof, by any lot owner or by any person or entity using or occupying any lot, Developers, any lot owner or any other property owner for whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and restrictions hereof, to prevent the violation or breach of these restrictions, by injunctions or otherwise, to sue for and recover damages or other dues, or to take any and all such courses of action or seek such legal remedy, which the parties, or any of them, may deem appropriate. No delay or failure on the part of any aggrieved party to invoke any available remedy set forth herein shall be held to be a waiver by that party, or an estoppel of any party to assert or enforce any right or remedy available to such party upon the recurrence or continuation of said violation, or the occurrence of a different violation.

ARTICLE VII

Lot Owner Acceptance

1. Acceptance. The owner or grantee of any lot which is subject to these restrictions, by acceptance of the deed or other instrument so conveying an ownership interest in or title to such lot, or by the execution of a contract for the purchase thereof, whether from Developer or subsequent owner of such lot, shall accept, and shall be deemed to have accepted by operation of law and equity, such deed or other contract upon or subject to each and every restriction and covenant contained herein, all of said restrictions and covenants to be deemed to run with the land.

IN WITNESS WHEREOF, the undersigned have caused these Protective Covenants to be duly executed as of the _____ day of _____, 2002.

LD. Hancock Family, LLC

BY: _____

G. Hardin Patterson,

Manager

BY: _____

Samant ha Fikes, Manager

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority, in and for said county and state, G. HARDIN PATTERSON & SAMANTHA FIKES, MANAGERS FOR THE LD. HANCOCK FAMILY, LLC who acknowledge that he signed and delivered the above and foregoing instrument on the date and year therein mentioned in his capacity as Managers.

Given under my hand and seal, this the _____ day of _____, 2002.

NOTARY PUBLIC

My Commission Expires:

APPENDIX B

ARTICLE I

Timberlane North Lakefront Homeowner's Association

1. Creation. The Development has organized the Timberlane North Lakefront Homeowner's Association (TNLHA) formed

for the purposes of providing certain representation and review of the development and continued maintenance of the lake and lakefront properties.

2. Definitions. For the purposes of this Article, the following are defined terms, to wit:

(a) "Association" shall mean and refer to Timberlane North Lakefront Homeowner's Association, its successors and assigns.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lakefront property which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "Properties" shall mean and refer to those lakefront lots or properties which border on and are adjacent to the lake, which will be conveyed to the Association, certain real property hereinbefore described, and such additions thereto as may be brought within the jurisdiction of the Association.

(d) "Common Area" shall mean all real property upon which the lake is located and conveyed to the Association for the common use and enjoyment of the lakefront homeowners.

(e) "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the properties which borders and is adjacent to the said lake (Lots 57,58,59) together with the other real property adjacent to the lake and located in Lee County, Mississippi.

(f) "Developer" shall mean and refer to L. D. Hancock Family LLC, its successors and assigns.

3. Purpose. The TNLHA is (or will be) formed for the creation, operation, management and maintenance of all of

the committees, services or facilities herein set forth: the enforcement of all covenants contained herein; the assessment, collection, and application of all charges imposed hereunder or liens created hereby; and such other purposes as or will be set forth in the Charter and By-Laws of TNLHA.

4. Owners Easement of Enjoyment. Every lakefront owner shall have a right and easement of enjoyment in and to the Common Area known as the lake and levee areas which shall be appurtenant to and shall pass with the title to every lakefront lot, subject to the following provision:

(a) the right of the Association to suspend the voting rights and right to use of Common Areas by any owner for any period during which any assessment against his property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer any and all part of the Common Area to a 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 an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

5. Delegation of Use. Any Owner may delegate his right of enjoyment to the common area and facilities through members of his immediate family residing on the property, his tenants or contract purchasers who reside on the property.

ARTICLE II

Membership and Voting Rights of TNLHA

1. Membership. Every owner of a lakefront lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lakefront lot which is subject to assessment.

2. Classes of Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all lakefront owners with the exception of the Declarant and shall be entitled to one vote for each lakefront lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each lakefront lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) July 1, 2015

ARTICLE III

TNLHA Covenants for Maintenance and Assessments of

1. Creation of the Lien and Personal Obligation of Assessments. Each lakefront lot owner, excluding the Developer, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges for taxes and

maintenance, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' 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 attorneys' fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. All obligations for delinquent assessments shall pass to successors in title, but shall not relieve the prior owner for obligations hereunder.

2. Purpose of Assessments. This assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the lakefront residents and for the improvement and maintenance of the lake and the levee area.

3. Initial Annual Assessment. Until January 1, of the year immediately following the conveyance of the lot to an owner, the initial annual assessment shall be Fifty Dollars (\$50.00) per developed property or lot. Thereafter, the Membership of TNLHA, by majority vote, shall fix the amount of annual assessment of each lot in January of each year after its initial organization and said assessments shall be due on or before December 1 of each year thereafter.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and shall be collected on an annual basis as set forth herein.

7. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted on a pro rata basis according to the number of months remaining in the calendar year. The Membership shall fix the annual assessment against each lot within a ten (10) day period of and from the first day of January of each year with written notice of the annual assessments being sent to every owner subject thereto. The due dates and assessment limitations may be modified by a sixty percent (60%) vote and the Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a designated officer of the Association setting forth whether the assessments on a specific lakefront lot has been paid.

8. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) 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 shall waive or otherwise escape

liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lakefront lot.

9. 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 effect 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 and said obligations shall be the personal responsibility of the owner of said lot as of the date of said assessment.

ARTICLE IX

Miscellaneous

1. Severability. Each and every one of the restrictions is hereby declared to be independent of and severable from the remainder of the restrictions, and of and from every combination thereof. Invalidation or enforceability of any one or more of the restrictions by any judgment or court order shall in no way affect any of the other restrictions herein contained, each of which shall remain in full force and effect.

2. Supplemental to Recorded Subdivision Plats. The provisions of these restrictions are in addition to, and supplemental of, the conditions or restrictions set forth on the recorded subdivision plat.

3. Captions. The captions of the various articles of these restrictions are for the convenience of reference only, and none of them shall be used as an aid in or the construction of any provision of the restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the feminine or to the neuter.

