

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE HILLS SUBDIVISION



STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Chancery Clerk's Office
Pearl River County, Mississippi
I certify the instrument
was filed and recorded
NOVEMBER 17 2009 05:48:00PM
Book 1006 Page 289 TRU 361
Instrument 200911816 Page 1 of 13
witness my hand and seal

THIS DECLARATION is made, executed, and declared on this the David Earl day of November, 2009, by Big Branch Properties, LLC, a Mississippi Limited Liability Company for itself, its successors, grantees, and/or assigns, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Pearl River County, Mississippi, which is more particularly described as follows, to-wit:

Lots One (1) to Forty-Three (43), inclusive, The Hills Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Pearl River County, Mississippi, in Plat Book _____ at Page _____. 54102 B-816

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. NATURE AND PURPOSE OF OBLIGATIONS

The obligations, easements, conditions, and restrictions set forth in this Declaration constitute a general plan for the development, protection and maintenance of the property, to enhance the value, desirability and attractiveness of the homes for the benefit of all owners of lots therein. These obligations, easements, restrictions and conditions are imposed upon Declarant, the Association, and upon all owners of lots for the benefit of all lots and their owners and shall bind the owners of all such lots, their successors and assigns, hereby specifying that said declarations shall constitute covenants to run with all the land, and shall be binding on all parties and persons claiming any right, title, or interest in said land. All such obligations, easements, conditions and restrictions are intended as and are hereby declared to be reciprocal and perpetual easements established as a restriction on each lot respectively in the Subdivision for the benefit of each other lot in the Subdivision. Each owner of a lot and home shall be vested with the full and entire right of ownership of such lot and home.

1. Construction of any nature is prohibited in County drainage easement or streets right-of-way.
2. No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors and other such vehicles and parts thereof, scrap building material, scrap equipment, old washing machines, dryer, tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding and old tires.
3. The minimum finished floor elevation required is areas subject to periodic inundation (Flood Zone A) shall be indicated.
4. No lot will be further subdivided without approval of the Board of Supervisors and Chancery Court for Pearl River County, Mississippi.
5. Driveways on corner lots shall not be located any closer than sixty (60) feet from a corner of said property closest to the intersection as from the corner of the property where said two street right-of-way intersect.
6. The property owner shall install a driveway culvert on each lot. The driveway crossing the street side ditches shall have a maximum width of twenty-four (24) feet.

II. EASEMENT

1. This Declaration of obligations, easements, conditions and restrictions shall be subject to all easements heretofore or hereafter granted by the Declarant or its successors and assigns for the installation or maintenance of utilities and drainage facilities that are reasonably necessary to the development of the Subdivision and all easements for drainage, sidewalks and parking areas.
2. Easements over the subdivision for installation and maintenance of utilities and drainage facilities as shown on the maps of the Subdivision filed with the Chancery Clerk of Pearl River County, Mississippi, and are granted in favor of Pearl River County, and all utility companies which may service any portion of the Subdivision. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.
3. Easements over lots that are required in order that it may carry out its duties and powers are reserved by Declarant, its successors and assigns, for the benefits of the Homeowners Association.

4. No building permit shall be issued before the Mississippi State Board of Health approves the sewage and water systems. Whenever the subdivision is served by community (central water system) no private water supply may be drilled or otherwise constructed on any lot for the purpose of supplying potable water to any building or structure, except for the purpose of irrigation, and in no event shall there be a physical connection between any such source and any element of the community water system. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the lot being serviced and shall pass with each conveyance of the lot and run with the land.

III. RESTRICTIONS UPON RESIDENTIAL LOTS

1. Owners of single family dwellings constructed in this subdivision shall be responsible for making needed repairs in a timely manner and maintaining the landscaping of each individual Lot at least to the standard initially established by the developer. The final building plans and specifications for the construction of any residence, garage, outbuilding, fence, wall and pool (or alteration or repairing of any such structure) shall be submitted for approval in writing by a three (3) member Architectural Control Committee. All plans for residences, garages, outbuildings, pools and landscaping must be stamped and signed by the Architectural Committee before any construction shall begin. Anyone not abiding by this will subject themselves to penalties, fines, halting construction, and removing any construction that does not meet the Architectural Committee approval. Any owner who wishes to modify or change the color scheme of his home shall be required to submit the change to the Architectural Control Committee for approval. The Committee shall act with all reasonable promptness upon receipt of plans and specifications submitted in accordance with this paragraph to approve or disapprove such plans and specifications within twenty (20) days of receipt of written demand for the approval of such plans and specifications. If the Committee fails to respond to said request within the Twenty (20) day time period, the Committee shall be deemed to have approved such plans and specifications. The initial Architectural control Committee shall consist of the Declarant and three (3) other persons appointed by the Declarant. Approval shall be required for mailboxes and driveways. Further, driveways on corner lots shall not be located any closer than sixty (60) feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two street rights-of-way intersect. No structure of any type may be built or located within an area designated as a 100 year flood plan (Zone A) or wetland designated on the plat.
2. Any building erected, altered or remodeled shall be constructed entirely of brick, brick veneer, hardy plank, stucco, wood or stone or any combination thereof. No building shall be erected, altered or remodeled exteriorly with asbestos, pressboard, metal siding, corrugated or galvanized siding or any imitation material, unless approved by the Architectural Control Committee. No structure consisting of manufactured or fabricated materials, including but not limited to mobile homes, manufactured homes or modular homes, shall be used as a dwelling on any lot. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed

according to the Southern Building Code Standards and must be completed within one (1) year from the date construction is commenced. All utilities shall be provided underground. All of the Lots shall be used and occupied as single family residences and no structures shall be erected, altered, placed or permitted to remain other than one single family dwelling with a private garage for not more than four (4) vehicles and one (1) storage or outbuilding such as equipment sheds, animal shelters, and greenhouses, which shall be located to the rear of the home. Provided, however, Declarant and its agents shall have the right to use a lot and put a mobile home on such lot as a temporary sales office for marketing and development purposes. Such storage or outbuildings shall not be constructed or used until the home on the lot is completed or under construction.

3. Nothing herein contained shall be construed to permit any building to encroach upon other lots now owned by the same party except by agreement between adjoining owners. Neither the Homeowners Association, the Board of Directors, Architectural Control Committee nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications, or in the structures and improvements.

4. NO structure shall be located on any lot in the subdivision nearer than sixty-five (65) feet to the front lot line, and nearer than fifteen (15) feet from the side and rear lot lines. This restriction shall not apply to driveways, mailboxes, or fences.

5. Easements for the installation and maintenance of utilities, sewerage, passage and other public purposes are reserved as shown on the official plan referred to above and as a set out previously.

6. No animals except domestic pets shall be kept on any lot and in the event such domestic pets are kept, they shall at all times be kept either in the residence or in a completely fenced yard and may not be kept or raised for any commercial purpose, but rather for personal enjoyment of the lot owner. No large animals, livestock, goats, swine, or poultry shall be bred, kept, or raised on any lot.

7. All fences to be constructed on any lot or building site must be approved by the Architectural Control Committee. No fences shall be erected on a lot that does not have a building constructed on that particular lot. No approved fence shall be erected on any lot beyond the front of the building on the lot. Fences in the backyard shall be made of wood, vinyl, masonry, stucco or wrought iron only. No other type of wire fencing shall be allowed.

8. No structure of a temporary character, trailer, basement, tent, shack, shed, garage, barn or other building shall be used on any lot at any time as a residence or a place of business either temporarily or permanently. No structure in addition to the main building shall be constructed of materials which do not conform in every respect to the exterior construction of the main building constructed on the lot.

9. Individual sewage disposal systems shall be installed in accordance with the Mississippi State Board of Health.
10. Parking of vehicles shall be permitted only on well-defined parking areas. The parking areas shall be paved with concrete only and no parking shall be permitted on areas other than well-defined concrete areas as stated above.
11. No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public. No nuisance shall be allowed upon the Properties, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit clothes, towels, or other items of personal property to be hung, draped, or other wise displayed on the patio for the purpose of drying or for any other purpose in a manner which would allow said clothing, towel or other personal property to be viewed by any other person occupying or using the properties. No annoyance or nuisance to occupants of adjoining Lots.
12. No permanent billboard shall be constructed on any lot. This provision shall not prohibit the erection of a sign identifying the premises, "For Sale" and sale information, General contractor's sign, or lender's sign, provided the sign is of professional design and is no larger than 3 feet square. Declarant, builders, lenders, and their agents shall have the right to place larger signs at the entrance of THE HILLS SUBDIVISION until all lots in this development are sold.
13. There shall be no more than one living unit constructed on any one lot.
14. Each dwelling shall be constructed with at least 2,200 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches. The minimum pitch of the roof of the main body of all dwellings shall be a 7 and 12 pitch.
15. The discharge of firearms within THE HILLS SUBDIVISION is expressly prohibited.
16. No trees may be cut or removed excepted for building sites and other improvements without the prior written approval of the Architectural Control Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or whitewashed.
17. All contractors must keep all lots free from trash and debris and must maintain a Portable outdoor toilet and dumpster on the lot during the construction period.
18. Each owner of the lot occupied by a living unit shall be responsible for the care of the grass, trees, shrubbery, flowers, fence and driveways.

19. Each owner of lot occupied by a living unit shall keep the exterior of said living unit reasonably maintained, including garages or carports.
20. In the event any owner of a lot occupied by a living unit does not provide the reasonable maintenance provided for in the two preceding paragraphs, the Board of Directors of the Homeowners Association may give the delinquent owner thirty (30) days written notice of his maintenance deficiency and if said delinquent owner fails to correct the said deficiency within thirty (30) days thereafter, said board may cause said deficiency to be corrected at the expense of the delinquent owner and a lien on the delinquent owners property for the value of the expenses incurred in correcting the maintenance deficiency, including the collection of reasonable attorney's fees and court costs.
21. Enforcement of these restrictions shall be by proceedings at law against any person violating or attempting to violate any restrictions, or failing to comply with the mandatory exterior maintenance above mentioned.
22. These provisions are separable and invalidation of any one of the restrictions shall in no manner affect any of the other restrictions which shall remain in full force and effect.
23. No boat, boat trailer, house trailer, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger vans shall be parked or stored in any driveway or on any Lot in the subdivision. Any such vehicles, machines, equipment and apparatus must be parked or stored on the rear of the property behind the dwelling, and screened from view to the satisfaction of the Hills Homeowners Association, Inc. All vehicles belonging to Owners or tenants occupying any dwelling, building site or lot in the subdivision must be operable and not in storage and/or being repaired. No trailer/tractor, bus, or other commercial vehicle shall be parked on any lot, building site, or adjoining street right-of-way overnight.
24. If one or more lots within the subdivision are utilized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence.

IV. THE HOMEOWNERS ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. The Homeowners Association is a set out in the Articles of Incorporation of the HILLS HOMEOWNERS ASSOCIATION, INC. The membership, voting rights, powers and duties shall be as set out in said Articles of Incorporation and By-Laws, which Articles and By-Laws are a part of these Declarations.

In consideration for the acceptance of the duties and obligations by the Homeowners Association, Declarant does hereby transfer and deliver, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty Appraiser may have, unto the Homeowners Association all property shown and identified

as "Common Properties", if any, as shown on the map of the Subdivision filed with the Chancery Clerk of the Pearl River County, Mississippi.

2. Membership. Each and every Owner of a Lot is subject to Assessment shall be a Member of the Association. Association Membership shall be appurtenant to and may not be separated from ownership of any lot. If a Lot is owned by more than one individual or legal entity, the Owners shall designate in writing which of the Owners shall be the Member of the Association. If any person, corporation, trust, estate or other legal entity, including the Declarant, shall own multiple lots, then such Owner shall be entitled to one vote per lot owned.

3. The Association shall have only one class of voting membership, which shall include all Members, and each Member shall be entitled to one vote for each Lot owned.

4. The affairs of the Association shall be conducted by a Board consisting of three (3) directors who must be lot owners elected by the affirmative vote of a majority of the Members present at the annual meeting of the Association; provided, however, that the Declarant or its successor or assigns shall have the exclusive right to appoint the Members of the initial Board of Directors of the Association. The initial Board of Directors who need not be Lot Owners, shall be appointed to one, two, and three year terms respectively. Each appointee shall serve until replaced by a person elected by the lot owners of record. The Board of Directors shall monitor all construction to see that these covenants, conditions, and restrictions are complied with; however this Board is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof or any component of any house or other component of any house or other improvement, whether caused by defective material or defective workmanship. The first election of members for election of the initial Board of Director to replace the initial appointee to the Board of Directors shall not occur until the earlier of one of the following:

One year from the date of the sale of one hundred percent (100%) of all the Lots

5. The first annual meeting of the HILLS HOMEOWNER'S ASSOCIATION, INC. shall be held on a date and at a time and place set by Declarant in. Future annual meeting dates, time and locations shall be determined at that time. For purposes of carrying on business of the Home Owners Association, the owner or owners of each lot shall have one (1) vote per lot. One-third of all lot owners present shall constitute a quorum. A simple majority of Fifty-one (51%) of those present shall be sufficient to pass any matters of business before the association.

6. A majority of the lot owners may call a Special Meeting of the Home Owner's Association at any time by filing with the Secretary of the Association a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the Special Meeting must be sent to all lot owners of record by certified mail, return receipt requested, at least thirty (30) days prior to the date of a meeting but no more than sixty (60) days prior to the meeting. For purposes of

carrying on business of the Homeowner's Association, the owner or owners of each lot shall have one (1) vote per lot. Two-thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the association.

V. OBLIGATION FOR ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS

1. Each owner of a lot by acceptance of a title thereto, whether or not so expressed in the act of conveyance, is deemed to agree to pay to the Homeowners Association: (a) Annual Assessments or charges for maintenance and (b) special assessments for capital improvements, except that Declarant shall not be obligated to pay same except as otherwise provided for herein. Both annual assessments and special assessments may vary during the time pending of these covenants as deemed necessary and advisable by the Board. Any Annual assessments and special assessments not paid timely shall constitute a lien for the unpaid annual charge or special assessment together with interest, costs, and reasonable attorney's fees, in favor of the Homeowner's Association on the lot or lots together with the improvements thereon against which each such charge or assessment is made. The lien shall be effective only as of the time that the Homeowners Association files an affidavit in the appropriate records of Pearl River County, Mississippi, describing the amount of the charges and assessments unpaid, the lot of which the same are unpaid and the owner of such lot whose obligation it is to pay the same. Each such charge or 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 lot at the time the charge or assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in the title unless expressly assumed by them.
2. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean a sightly appearance within THE HILLS SUBDIVISION. The Declarant, Property Owners Association and the Board of Directors, each reserves and shall have the right but not the obligation to cut the grass for which the lot owner shall pay the Property Owners Association not less than \$250.00 dollars for each cutting of their lot up to six (6) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of a statement rendered by the Board of Directors and agrees that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot from the time that the Homeowners Association files an affidavit in the appropriate records of Pearl River County, Mississippi, until paid.
3. The assessments levied by the Association shall be used exclusively to maintain and care for common landscaping; for maintaining lighting to the entranceways, fenceways attached to entranceways and appurtenant landscaping; and for maintaining and lighting entranceways signs.
4. Owners of lots shall pay annual assessments per lot imposed in accordance with the following:
 - (a) The initial Annual Assessment is Two Hundred Dollars (\$200.00) per lot per year through calendar year ending December 31, 2010, and thereafter the

amount of the annual assessment shall be set by the Declarant until the development is turned over to the Homeowners Association. The annual assessment or the pro-rata part thereof shall be paid at the time of each lot purchase. Thereafter, the annual assessment shall be due in advance on January 1 of each of calendar year thereafter.

(b) Declarant shall be responsible for paying annual assessments for any lots that remain unsold after December 31, 2011.

(c) The Board of Directors shall have the authority to fix the annual assessment after one hundred percent (100%) of all lots have been sold.

5. The Board of Directors shall notify the owners of lots of any changes in the annual assessment or imposition of a special assessment at least thirty (30) days in advance of the effective date of the new charge.

6. Any maintenance charge or annual assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate filed by the board of Directors with a maintenance charge or assessment, which in the absence of Board action, shall be twelve percent (12%) per annum. The Homeowners Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law.

7. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, if any, or in the subdivision, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose.

8. Both annual and special assessments must be fixed at uniform rate for all Lots and may be collected on a monthly basis.

9. Any special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (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 may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, if any, or abandonment of his Living Unit. The Association may suspend the voting rights of an Owner for any period during which any assessment against his Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

10. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering any Lot, parcel or Living Unit within the subdivision. Sale or

transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit pursuant to foreclosure of a first mortgage 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 Living Unit from liability of any assessments thereafter becoming due or from the lien thereof.

VI. DURATION OF COVENANTS

1. These covenants shall remain in full force and effect for twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10) years thereafter unless, prior to any renewal date an instrument signed by not less than 2/3 of the lot owners is filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi.

2. This Declaration may be amended anytime during the initial twenty-five (25) year period or any extensions thereof by Declarant or its nominees, provided they own at least Fifty-one (51%) of the numbered lots in the subdivision. The covenants may also be amended by the written consent of at least seventy-five (75%) of the Lot Owners, exclusive of their mortgagees. Any amendment must be recorded.

3. Notwithstanding anything herein contained herein to the contrary, the Declarant reserves and shall have the right for a period of 5 years from the date of recording of these Covenants, conditions and Restrictions to unilaterally amend this Declaration in whole or in part in order to (1) conform this Declaration to the requirements of any governmental agency, federal, state or local, (2) to conform to the requirements of any mortgage lender, or (3) to insure the reasonable development of the property. The Declarant shall contain total control of the property, the development thereof, and the improvements thereon including, without limitation, plan approval, until the development is complete and all of the lots have been sold.

VII. BREACH OF OBLIGATIONS UNDER THE DECLARATION OR THE ARTICLE OR BY-LAWS OF THE ASSOCIATION

1. The failure by any lot owner to comply with the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Homeowners Association shall give rise to cause of action in favor of the Homeowners Association and the Declarant, or its successors, for the recovery of damages, or for injunctive relief or both.
2. The remedies herein provided for breach of the obligations contained in this Declaration shall be deemed cumulative and not exclusive.
3. The failure of the Homeowners Association to enforce any of the obligations contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

4. A breach of any of the obligations contained in this Declaration shall not affect or impair the lien or charge of any bona fide Deed of Trust on any lot or the improvements thereon; provided, however that any subsequent owner of such lot shall be bound by said obligations, whether such owner's title was acquired by foreclosure sale or otherwise.

VIII. NOTICES

In each instance in which notice is to be given to the owner of a lot, the same shall be in writing and may be delivered personally in which case personal delivery of such notice to one, two or more of the co-owners of a lot, or to any general partner of a partnership owning such a lot, shall be deemed delivery to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer of agent for the service of process of a corporation owning such lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the owner of such lot at the most recent address furnished by such owner in writing for the purpose of giving notice, or if no such address shall have been furnished then to the street address of such lot, and any notice so deposited in the mail within Pearl River County, Mississippi, shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Homeowners Association may be delivered personally to any member of the Board, or delivered in such other manner as may be authorized by the Homeowners Association. Any notice to be given to the Homeowners Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within Pearl River County, Mississippi, shall be deemed delivered forty-eight hours after such deposit.

IX. SEVERABILITY

Should any portion of this Declaration be void or be or become unenforceable in law, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

X. CONFLICTS

In case of any conflict between this Declaration and the Articles of Incorporation or By-Laws of the Homeowners Association, this Declaration shall control.

XI. DUTY TO CLEAR LOT IF OWNER ELECTS NOT TO REBUILD

In the event of damage to or destruction of any Home or appurtenant structure on the Properties by fire, windstorm, water, act of God, or other cause whatsoever, the Owner

shall be required to rebuild or if owner decides not to rebuild the owner shall be required to clear the Lot within nine (9) months from the date of the occurrence. The Owner shall be required to maintain the Lot in a clear and presentable manner, free from all trash and rubble, and to maintain the Lot so that it is in harmony with the surrounding property.

XII. CAPTIONS

The titles or headings of the articles or paragraphs of this Declaration are not a part hereof and shall have no effect upon the construction or interpretation thereof.

IN WITNESS WHEREOF, the Declarant acting by and through its duly authorized member has hereunto set its hand and seal as of the date hereinabove first written.

BIG BRANCH PROPERTIES, LLC



BY: Edgar L. Vines, Jr.
ITS: Managing Member

APPROVAL BY:

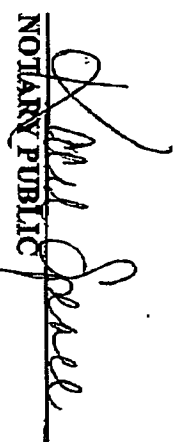
FIRST SOUTHERN BANK

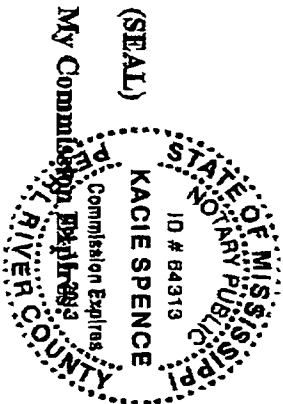


BY: *[Signature]*
ITS: Steve Powell

STATE OF MISSISSIPPI
COUNTY OF Pearl River

ON THIS the 17th day of November, 2019, personally appeared before me, the undersigned authority in and for the State and County aforesaid, Edgar L. Viles Jr. who acknowledged that he is a Member of BIG BRANCH PROPERTIES, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said company he signed, sealed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do.


NOTARY PUBLIC



To Chancery Clerk:

Document Prepared By & return To:
BIG BRANCH PROPERTIES, LLC
Edgar L. Viles Jr. Member
313 Tully Rd Pearl
Pearl River MS, 39461
Indexing Instructions:
Lots 1-43, Phase 1, THE HILLS SUBDIVISION



Pearl River County, MS

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Melinda Bowman, Chancery CLK

FIRST AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE HILLS SUBDIVISION

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

THIS FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HILLS SUBDIVISION (the "First Amendment") is made, executed, and declared on this the 20th day of February, 2017, by 2016-GVW, LLC, a Louisiana Limited Liability Company ("2016-GVW").

WITNESSETH:

WHEREAS, Big Branch Properties, LLC, a Mississippi limited liability company (the "Declarant"), executed that certain Declaration of Covenants, Conditions and Restrictions for The Hills Subdivision, dated as of November 17, 2009 and recorded with the Chancery Clerk's Office for Pearl River County, Mississippi on the same day (the "Original Covenants"), pursuant to which development and management of forty-three (43) individual lots (the "Hills Subdivision") is governed;

WHEREAS, the Hills Subdivision is located on certain real property located in Pearl River County, Mississippi, which is more particularly described as follows:

Lots One (1) to Forty-Three (43), inclusive, The Hills Subdivision, a subdivision according to the official map or part thereof on file and of record in the office of the Chancery Clerk of Pearl River County, Mississippi, in Plat Slide B-86

WHEREAS, Declarant sold to 2016-GVW forty (40) of the forty-three (43) lots comprising of the Hills Subdivision pursuant to that certain Warranty Deed, dated as August 19, 2016 (the "Act of Sale").

WHEREAS, pursuant to section (VI)(2) of the Original Covenants, the Original Covenants may be amended by written consent of at least 75% of the Hills Subdivision lot owners.

WHEREAS, as of the date hereof, the undersigned owns thirty eight (38) of the forty-three (43) lots and desires to amend the Original Covenants as follows:

NOW, THEREFOR, the Original Covenants are amended as follows:

1. Article III entitled Restrictions Upon Residential Lots is hereby deleted in its entirety and replaced with the following:

“III. RESTRICTIONS UPON RESIDENTIAL LOTS

1. Owners of single family dwellings constructed in this subdivision shall be responsible for making needed repairs in a timely manner and maintaining the landscaping of each individual Lot at least to the standard established by the Homeowners Association. The final building plans and specifications for the construction of any residence, garage, outbuilding, fence, wall and pool (or alteration or repainting of any such structure) shall be submitted for approval in writing by the Architectural Control Committee. All plans for residences, garages, outbuildings, pools and landscaping must be stamped and signed by the Architectural Control Committee before any construction shall begin. Anyone not abiding by this will subject themselves to penalties, fines, halting construction, and removing any construction that does not meet the Architectural Control Committee approval. Any owner who wishes to modify or change the color scheme of his home shall be required to submit the change to the Architectural Control Committee for approval. The Architectural Control Committee shall act with all reasonable promptness upon receipt of plans and specifications submitted in accordance with this paragraph to approve or disapprove such plans and specifications within twenty (20) days of receipt of written demand for the approval of such plans and specifications. If the Architectural Control Committee fails to respond to said request within the twenty (20) day time period, the Architectural Control Committee shall be deemed to have approved such plans and specifications. Approval shall be required for mailboxes and driveways. Further, driveways on corner lots shall not be located any closer than sixty (60) feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two street rights-of way intersect. No structure of any type may be built or located within an area designated as a 100 year flood plan (Zone A) or wetland designated on the plat.
2. Any building intended primarily for residential use erected, altered or remolded shall be constructed entirely of brick, brick veneer, hardy plank, stucco, wood or stone or any combination thereof. No building intended primarily for residential use shall be erected, altered or remolded exteriorly with asbestos, pressboard, metal siding, corrugated or galvanized siding or any imitation material, unless approved by the Architectural Control Committee. Prefabricated homes may only be used as a dwelling on a lot if such prefabricated home has been substantially incorporated into a permanent foundation with appropriate skirting and approved by the Architectural Control Committee. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to the Southern Building Code Standards and must be completed within one (1) year from the date construction is commenced. All utilities shall be provided underground. All structures used for storage or outbuilding such as equipment sheds, animal shelters, including, without limitation, barns, and greenhouses, which shall be located to the rear of the home. Provided, however, 2016-GVW and its agents shall have the right to use a lot and put a prefabricated home on such lot as a temporary sales office for marketing and development purposes.
3. Nothing herein contained shall be construed to permit any building to encroach upon other lots now owned by the same party except by agreement between adjoining

owners. Neither the Homeowners Association, the Board of Directors, Architectural Control Committee nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications, or in the structures and improvements.

4. NO structure shall be located on any lot in the subdivision nearer than sixty-five (65) feet to the front lot line, and nearer than fifteen (15) feet from the side and rear lot lines. This restriction shall not apply to driveways, mailboxes, or fences.

5. Easements for the installation and maintenance of utilities, sewerage, passage and other public purposes are reserved as shown on the official plan referred to above and as a set out previously.

6. No animals except horses and domestic household pets shall be kept on any lot and to the extent such animals are kept, they shall at all times be kept either in the residence or in a completely fenced yard and may not be kept or raised for any commercial purpose, but rather for personal enjoyment of the lot owner. Ponds may be constructed and maintained on each lot and stocked with fish, provided, however, that all such ponds must be approved by the Architectural Control Committee.

7. All fences to be constructed on any lot or building site must be approved by the Architectural Control Committee.

8. No structure of a temporary character, basement, tent, shack, shed, garage, barn or other building shall be used on any lot at any time as the primary residence on such lot or as a place of business, either temporarily or permanently. Lot owners are permitted to allow guests to stay in recreational vehicles for no more than thirty (30) days in any calendar year.

9. Individual sewage disposal systems shall be installed in accordance with the Mississippi State Board of Health.

10. Parking of vehicles shall be permitted only on well-defined parking areas. The parking areas shall be paved with concrete only and no parking shall be permitted on areas other than well-defined concrete areas as stated above.

11. No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public. No nuisance shall be allowed upon the properties, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No lot owner shall permit clothes, towels, or other items of personal property to be hung, draped, or otherwise displayed on the patio for the purpose of drying or for any other purpose in a manner which would allow said clothing,

towel or other personal property to be viewed by any other person occupying or using the properties.

12. No permanent billboard shall be constructed on any lot. This provision shall not prohibit the erection of a sign identifying the premises, "For Sale" and sale information, general contractor's sign, or lender's sign, provided the sign is of-professional design and is no larger than three (3) feet square. 2016-GVW, builders, lenders, and their agents shall have the right to place larger signs at the entrance of THE HILLS SUBDIVISION until all lots in this development are sold.

13. There shall be no more than one (1) dwelling unit constructed on any one lot, unless otherwise approved by the Board of Directors and the Architectural Control Committee and complies with all applicable zoning requirements.

14. Each structure used primarily as a dwelling unit shall be constructed with at least 2,000 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches, unless otherwise approved by the Architectural Control Committee. The minimum pitch of the roof of the main body of all dwellings shall be a 7 and 12 pitch. Any dwelling unit located in a structure not used primarily as a dwelling must be approved by the Architectural Control Committee.

15. The discharge of firearms within THE HILLS SUBDIVISION is expressly prohibited.

16. No trees may be cut or removed excepted for building sites and other improvements without the prior written approval of the Architectural Control Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or whitewashed.

17. All contractors must keep all lots free from trash and debris and must maintain a portable outdoor toilet and dumpster on the lot during the construction period.

18. Each owner of lot occupied by a living unit shall be responsible for the care of the grass, trees, shrubbery, flowers, fence and driveways.

19. Each owner of the lot occupied by a living unit shall keep the exterior of said living unit reasonably maintained, including garages or carports.

20. In the event any owner of a lot occupied by a living unit does not provide the reasonable maintenance provided for in the two preceding paragraphs, the Board of Directors of the Homeowners Association may give the delinquent owner thirty (30) days written notice of his maintenance deficiency and if said delinquent owner fails to correct the said deficiency within thirty (30) days thereafter, said Board of Directors may cause said deficiency to be corrected at the expense of the delinquent owner and a lien on the delinquent owners property for the value of the expenses incurred in correcting the

maintenance deficiency, including the collection of reasonable attorney's fees and court costs.

21. Enforcement of these restrictions shall be by proceedings at law against any person violating or attempting to violate any restrictions, or failing to comply with the mandatory exterior maintenance above mentioned.

22. These provisions are separable and invalidation of any one of the restrictions shall in no manner affect any of the other restrictions which shall remain in full force and effect.

23. No boat, boat trailer, house trailer, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger vans shall be parked or stored in any driveway or on any lot in the subdivision. Any such vehicles, machines, equipment and apparatus must be parked or stored on the rear of the property behind the dwelling, and screened from view to the satisfaction of the Hills Homeowners Association, Inc. All vehicles belonging to lot owners or tenants occupying any dwelling, building site or lot in the subdivision must be operable and not in storage and/or being repaired. No trailer/tractor, bus, or other commercial vehicle shall be parked on any lot, building site, or adjoining street right-of-way overnight.

24. If one or more lots within the subdivision are utilized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence."

2. Article VI, Subsection 2 is hereby deleted in its entirety and replaced with the following:

"This Declaration may be amended anytime by the written consent of at least sixty percent (60%) of the Lot Owners, exclusive of their mortgagees."

3. The first sentence of Article IV, Subsection 4 is hereby deleted in its entirety and replaced with the following:

"The affairs of the Association shall be conducted by a Board consisting of at least two (2) directors elected in accordance the articles of incorporation of the Hills Homeowner's Association, Inc."

4. Except as specifically amended by this First Amendment, all other terms and conditions of the Original Covenants shall remain unchanged and in full force and effect.

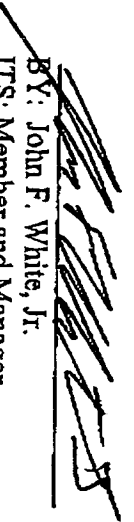
5. This First Amendment may be executed in several counterparts, each of which shall be deemed an original. The signatures to this First Amendment may be executed and

notarized on separate pages, and when attached to this First Amendment shall constitute one (1) complete documents.

6. This First Amendment (i) shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors, assigns, receivers and trustees; and (ii) shall be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the undersigned acting by and through its duly authorized member has hereunto set its hand and seal as of the date hereinabove first written.

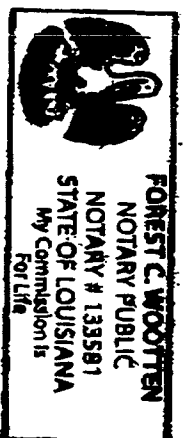
2016-GVW, LLC, a Louisiana limited liability company


BY: John F. White, Jr.
ITS: Member and Manager

STATE OF LOUISIANA
COUNTY/PARISH OF ORLEANS

ON THIS the 21st day of February, 2017, personally appeared before me, the undersigned authority in and for the State and County aforesaid, John F. White, Jr., who acknowledged that he is a duly authorized Manager and Member of 2016-GVW, LLC, a Louisiana Limited Liability Company, and that for and on behalf of said company he signed, sealed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do.


NOTARY PUBLIC



(SEAL)

My Commission Expires:

To Chancery Clerk:

Document Prepared By & return To:

2016-GVW, LLC
John F. White, Jr., Member
812 Gravier Street, Suite 360
New Orleans, LA 39402

Indexing Instructions:
Lots 1-43, Phase 1, THE HILLS SUBDIVISION