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STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

RESTRICTIONS, COVENANTS AND CONDITIONS
APPLICABLE TO LAKE HILLSDALE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That JOSEPH M. RAULT, JR., INC., a Louisiana corporation, being the owner of the property shown on the map or plat of Lake Hillsdale Subdivision in Pearl River County, Mississippi, recorded at Page 18 of the County Plat Book in the office of the Chancery Clerk of Pearl River County, Mississippi, does hereby impress each of the specifically numbered lots designated on said map or plat (as distinguished from such land, if any, within the limits of such subdivision which is not specifically platted and numbered as a lot or lots) with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the subject premises:

- (1) No lot shall be used for other than residential purposes, and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the foundation site for construction; any additional cutting of trees shall be done only on written approval of Joseph M. Rault, Jr., Inc., its successors or assigns.
- (2) No building shall be erected on any lot other than one single family dwelling or cottage, with garage. The floor area of any dwelling or cottage shall be not less than the square footage shown as follows, exclusive of garage, porches and basement:

Any house built on said lot shall have a minimum of one thousand (1000) square feet of total area, and house plans are to be approved by Lake Hillsdale Property Owners Association's Architectural Committee.

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(3) No buildings, fences or structures of any kind shall be located on any lot nearer to the front lines than the minimum building setback lines shown on the recorded plat of said subdivision. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building.

(4) No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve. All improvements shall be completed within six

(6) months from the beginning of construction. No outhouses shall be permitted on any part of the property; all lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications of State and local health authorities, and no "outside" or surface toilets shall be permitted under any circumstances. No septic tank lateral lines shall be constructed within fifty (50) feet of any lake, stream, or pond, unless written permission is obtained otherwise from Joseph M. Rault, Jr., Inc., its successors or assigns; minimum requirements for the construction of septic tanks and lateral lines are two hundred fifty (250) feet of one foot by four inches (1' x 4") tile type laid in the center of one foot (1') of wash gravel (or slag) covered with tar paper and a trench twelve inches wide by twenty-four inches deep (12" x 24"). All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied.

(5) The pumping of water from any lake or pond is prohibited except by special permission, in writing, granted by Joseph M. Rault, Jr. Inc., its successors or assigns.

(6) No water well shall be drilled upon any of the said numbered lots by the owners so long as water for domestic uses shall be otherwise available to the owners of said lots, but nothing herein contained shall be construed as prohibiting Joseph M. Rault, Jr., Inc., its successors

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assigns, or nominees from drilling a well or wells on any property located in or near this subdivision for the purpose of supplying water to the owners of any property in said subdivision or in any addition thereto, provided, however, that until water is available to the owners of any of said lots, Joseph M. Rault, Jr., Inc. will grant written permission, upon proper application, for the drilling of temporary wells and for the temporary operation thereof until water for domestic uses shall become available to said lot owner.

(7) No animals, livestock, or poultry shall be raised, bred, boarded or kept on any lot excepting dogs and cats, or other household pets, except by permission of Joseph M. Rault, Jr., Inc., its successors or assigns.

(8) Fires must be contained, enclosed, and carefully supervised. Use of firearms on the premises is prohibited except in areas that may be designated for said purpose by Joseph M. Rault, Jr., Inc., its successors or assigns. The lot shall be kept clean and free of trash, garbage and debris at all times. All advertising signs are prohibited.

(9) No structure shall be erected on any lot until the plans, specifications and plan therefor have been approved in writing by Joseph M. Rault, Jr., Inc., its successors and assigns.

(10) Easements reserved on said recorded plats for the construction, operation and maintenance of public utility lines are also hereby reserved.

(11) No noxious, immoral, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision in which said lot is located.

(12) No sale, transfer, lease or other disposition of any lot in Lake Hillsdale Subdivision shall be consummated unless and until the

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purchaser or transferee has applied for and has been accepted as a member of The Lamplighter Club and/or The Lamplighter Dude Ranch and Country Club, its successors and assigns, and hereinafter referred to in paragraph

12. This restriction shall not apply, however, to lending institutions who may bid said property in at any foreclosure sale brought by it without regard to such membership restrictions, nor shall it apply with respect to a transfer of such property pursuant to a duly probated will or by virtue of intestacy pursuant to the statutes of the State of Mississippi. However, in the event of a transfer of title by virtue of foreclosure, probate of will, or intestate succession, Joseph M. Rault, Jr., Inc., its successor or assigns, shall have an absolute right to first refusal to purchase said lot from any such transferee or transferees in the event they shall decide to sell, transfer or convey the same.

(13) Upon the acceptance of an application for membership in The Lamplighter Club and/or The Lamplighter Dude Ranch and Country Club, and the simultaneous execution of a sales contract or the acceptance of a deed, each owner agrees to become a member of said Club or Clubs and abide by the rules and regulations of said Club.

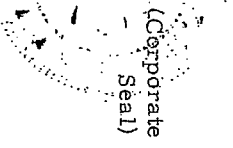
(14) Joseph M. Rault, Jr., Inc., its successors and assigns, reserves to itself an easement or right-of-way over a five (5) foot strip along the side, front and rear boundary lines of all lots in the subdivision for the purpose of installation or maintenance of utilities, including but not limited to gas, water, electricity, telephone, television cables, drainage sewerage, and any appurtenances of the supply lanes therefor, including right to remove, trim or cut trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots, with no obligation on the part of Joseph M. Rault, Jr., Inc., its successors or assigns, to supply said services.

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(15) Driveways crossing side ditches shall be constructed to a minimum of ten (10') feet with culvert pipe drains laid to the profile of the ditch invert. No culvert pipe shall be smaller than twelve (12") inches in diameter.

If any portion of these restrictions, covenants or conditions shall be declared invalid by judgment of any court order, it shall not affect the validity of any other portion or portion thereof.

IN WITNESS WHEREOF, Joseph M. Rault, Jr., Inc. has caused these presents to be signed by its duly authorized President and its corporate seal to be hereto affixed, at New Orleans, Louisiana, this 14th day of June, 1969.



JOSEPH M. RAULT, JR., INC.
By: Joseph M. Rault, Jr.
President

STATE OF LOUISIANA
PARISH OF ORLEANS

BEFORE ME, the undersigned authority, a Notary Public in and for the Parish of Orleans, State of Louisiana, personally came and appeared:

JOSEPH M. RAULT, JR.,
who acknowledged that he signed, executed and delivered the above and foregoing restrictions, covenants and conditions applicable to Lake Hillsdale Subdivision for and on behalf of Joseph M. Rault, Jr., Inc. as its President, being duly authorized and empowered to sign said instrument for the purposes therein set out, as his own free and voluntary act and deed.

GIVEN under my hand and official seal of office on this 12 day of June, 1969.

[Signature]
NOTARY PUBLIC

I, Notary of Mississippi, } hereby certify the foregoing instrument was filed for record in my office on the 17 day of June 1969, at 11:39 o'clock A.M. and that the same is now also recorded in Deed Record No. 203 on page 17-151 of 17 book of Deeds in my office. Recorded on 17 day of June 1969.
Given under my hand and Seal of office this 17 day of June 1969.

[Signature]
Notary Public

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STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

AGREEMENT RELATIVE TO
LAKE HILLSDALE SUBDIVISIONS
ROADS, STREETS AND LANES

THIS AGREEMENT entered into this 20th day of October, 1979,
by and between LAKE HILLSDALE ESTATES, INC., a Mississippi
corporation, of P. O. Box 542, Poplarville, Mississippi, and LAKE
HILLSDALE PROPERTY OWNERS ASSOCIATION, INC., a non-profit
Mississippi Corporation, of P. O. Box 544, Poplarville, Mississippi,
as follows to-wit:

W I T N E S S E T H :

WHEREAS, by Resolution dated October 5, 1979, the Board of
Supervisors of Pearl River County, Mississippi, amended the Rules
and Regulations Governing the Subdividing of Land and Prescribed
Standards for the Design and Construction of Roads, Streets and Lanes
at Lake Hillsdale Estates, Pearl River County, Mississippi, a copy
of said Resolution being attached hereto and incorporated herein by
reference as Exhibit "A"; and,

WHEREAS, the Board of Supervisors of Pearl River County acknow-
ledged that the construction costs of said roads, streets and lanes would
be borne by Lake Hillsdale Estates, Inc., as evidenced by corporate
bonds filed previously and extended by act dated October 3, 1979,
included in Exhibit "A", and that the maintenance of said roads, streets
and lanes would be done at the expense of private subdivision lot owners
through its Lake Hillsdale Property Owners Association, and, therefore,
the previously existing County road specifications, including those rules
set forth under date of May 4, 1965, as amended, do not apply to the
private roads constructed or to be constructed in the private subdivisions
at Lake Hillsdale; and the said Amendment is further made in consi-
deration of the unique topography, soil conditions, porosity and
permeability in the Lake Hillsdale development at elevations in the
rolling hills of approximately 260 to 375 feet above sea level, as set
forth in current HUD registration report filed with the office of Interstate
Land Sales Registration, Department of Housing & Urban Development,
Washington, D. C.; and

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WHEREAS, Lake Hillsdale Estates, Inc., and the Lake Hillsdale Property Owners Association agree that said amended specifications provide more reasonable criteria for construction of roads within the development, providing the necessary access to each and every lot and reducing the maintenance cost to the Lake Hillsdale Property Owners Association; and,

WHEREAS, it is the responsibility of the developer, Lake Hillsdale Estates, Inc. to construct the said roads at the Lake Hillsdale Development, and by Resolution of its Board of Directors dated October 20, 1979, approved and adopted the aforesaid County Rules and regulations, adopted October 5, 1979, a copy of said Resolution being attached hereto and incorporated herein by reference as Exhibit "B"; and,

WHEREAS, the Lake Hillsdale Property Owners Association, Inc., by Resolution of its Board of Directors and Advisors dated October 20, 1979, has also approved and adopted the aforesaid County Rules and Regulations adopted October 5, 1979, a copy of said Resolution being attached hereto and incorporated herein by reference as Exhibit "C";

NOW, THEREFORE, the parties hereto agree as follows:

(1) That the Rules and Regulations Governing the Subdivision of Land of Pearl River County, Mississippi, adopted and amended by Resolution of the Board of Supervisors of Pearl River County, Mississippi, dated October 5, 1979, attached hereto as Exhibit "A", and pertaining to the design, construction and maintenance of roads, streets and lanes at Lake Hillsdale, are hereby approved and adopted, and further amended by the parties as contained herein; and

(2) That the roads, streets and lanes within the Lake Hillsdale Estates Development shall be constructed by the Developer, Lake Hillsdale Estates, Inc., in accordance with these said Rules and Regulations adopted October 5, 1979, or as may be further amended by agreement with the Lake Hillsdale Property Owners Association, Inc., which shall have the maintenance responsibility upon completion of said roads, streets and lanes by the Developer, Lake Hillsdale Estates, Inc. Both Lake Hillsdale Estates, Inc. and Lake Hillsdale Property Owners Association, Inc. reserve the right, alternatively, to amend the criteria, specifications, and requirements set forth in Exhibit "A", in either or their sole and best

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engineering judgment ... to amend, change, increase, decrease, eliminate, substitute or upgrade or update said criteria or requirements of surface or base, as set forth in the October 5, 1979, Board of Supervisors resolutions and minutes to conform with the varying conditions of the rolling hill topography in the various Lake Hillsdale Subdivisions, and upon such determination and the completion of the roads, streets or lanes in accordance therewith, the maintenance responsibility shall ipso facto be that of the Lake Hillsdale Property Owners Association, Inc., and the said bonds previously posted and referred to above (or to be posted in the future for new subdivisions) shall be deemed to be satisfied, discharged and cancelled; and further, both Lake Hillsdale Estates, Inc. and Lake Hillsdale Property Owners Association, Inc. shall be guided by the time-frame schedule of completion of said roads in each of the respective subdivisions as filed with the office of Interstate Land Sales Registration, Department of Housing & Urban Development, Washington, D. C., and set forth in the current property report, which said schedule of completion dates is based on estimates, and which may be changed from time to time, now or in the future, as conditions may warrant, it being understood that any and all such changes or completion dates of the roads, streets or lanes shall be filed with said office of Interstate Land Sales Registration.

(3) It is understood that the said resolution of the Board of Supervisors of Pearl River County, Mississippi, dated October 20, 1979, shall apply to all of the subdivisions of Lake Hillsdale Estates, as set forth in the resolution and minutes adopted and as referred to in paragraph 8-a thereof, noting the total miles of road and designating the intermediate or major streets in each subdivision, as well as the minor streets (lanes) or deadend streets; and this same agreement shall apply to any future subdivisions that may hereafter be submitted to the Board of Supervisors of Pearl River County, Mississippi, such as the presently proposed Ca-fish Lake #2 Subdivision, with the understanding that unless otherwise changed, the rights of way measurement set forth in paragraph 5 shall be as stated therein.

(4) It is understood that it is intended by the parties that the said roads, streets and lanes shall be constructed with private funds, shall be maintained with private funds, and shall be maintained as private roads,

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streets and lanes, not open to the public, unless otherwise agreed to between the parties.

(5) It is understood and agreed that effective November 1, 1979, all purchasers of lots will be required to pay their pro rata portion of the paving cost in the subdivision in which their lot is located and that Lake Hillsdale Estates, Inc. will otherwise plat, survey, cut, grade and prepare the road for surfacing at its cost and at no cost to the said purchaser.

Any purchaser prior to November 1, 1979, will not be required to pay said surfacing cost, which cost will be borne by the developer, Lake Hillsdale Estates, Inc.

In either case, maintenance of the said road will be as set forth herein as the responsibility of the Lake Hillsdale Property Owners Association, Inc.

(6) This agreement shall apply to the lands lying and being situated in Pearl River County, Mississippi, more particularly described as follows:

<u>Name of Subdivision</u>	<u>Recordation Data</u>	<u>Lot Nos. & Designation</u>
Lake Hillsdale	County Plat Book 1 at page 18	Lots G-1 - G-32, G-34 - G-43, G-57 - G-59 L-2 - L-23, L-25 - L-94, I-0 - I-84, P-1 - P-9
Hillsdale West West No. 1	County Plat Book 1 at Page 33	Lots 1-24, 24A-142, 200-264
Hillsdale West West No. 2	County Plat Book 1 at Page 34	Lots 143-161, 163-184, 186-187, 190-197, 194-199
Timber Bluff Estates	County Plat Book 1 at Page 35	Lots 1-89, 89A-92, 92A-246, 246A-274
Phoenix Ridge	County Plat Book 1 at Page 36	Lots 1-304
Arizona Section I	County Plat Book 1 at Page 37	Lots 1-93
Colorado Section I	County Plat Book 1 at Page 38	Lots 1-110
Arizona Section II	County Plat Book 2 at Page 4	Lots 1-76
Colorado Section II	County Plat Book 2 at Page 5	Lots 1-106
Lake Happiness Unit I	County Plat Book 2 at page 8	Lots 1-46, 48-141, 143-161
Lake View	County Plat Book 2 at Page 9	Lots 1-77, 77A-114, 114A, 116-121, 121A-163, 163A-164, 164A-240
Valley View	County Plat Book 2 at Page 10	Lots 1-301

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Lake Terrace	County Plat Book 2 at Page 18	Lots 1-34, 36-144
Lake Shore	County Plat Book 2 at Page 19	Lots 1-23, 25-148
Lake Vista	County Plat Book 2 at Page 20	Lots 1-168
Hickory Valley	County Plat Book 2 at Page 21	Lots 1-142
Catfish Lake	County Plat Book 2 at Page 28	Lots 1-217
Plantation Lane	County Plat Book 2 at Page 30	Lots 1-50
Indian Village	County Plat Book 2 at Page 31	Lots 1-240
Lake Hillisdale Commercial Property	Each lot is conveyed by Metes & Bounds	Lots 1-26
Catfish Lake II	Plat has not been recorded (Sale of lots to commence only after plat is recorded)	Lots 1-90

Unless otherwise agreed to, said agreement shall also apply to any future subdivisions that Lake Hillisdale Estates, Inc. may plat in Pearl River County, Mississippi.

WITNESS our signatures hereto, this 20th day of October, A. D. 1979.

WITNESSES:

[Signature]
Eyrema R. Bayles

LAKE HILLSDALE ESTATES INC.
By: *[Signature]*
Joseph M. Hault Jr.
President

[Signature]
Sharon Chaudhry
[Signature]
Dustin Amador

LAKE HILLSDALE PROPERTY OWNERS
ASSOCIATION, INC.
By: *[Signature]*
Arthur Joseph Turner
President

STATE OF MISSISSIPPI
PEARL RIVER COUNTY


BEFORE ME, the undersigned Notary Public in and for the County of Pearl River, State of Mississippi, personally came and appeared:

JOSEPH M. RAULT, JR.,

who being duly sworn, did depose and say:

That he is President of Lake Hillsdale Estates, Inc.; that as such President he has signed the above and foregoing agreement with Lake Hillsdale Property Owners Association, Inc., under authority granted to him by said Lake Hillsdale Estates, Inc.; that the above is his true and genuine signature, and that he signed and executed said document for the purposes set forth therein, as the true act and deed of said Lake Hillsdale Estates, Inc.

Thus done and signed at Lake Hillsdale, this 20 day of October, 1979.


Joseph M. Rault, Jr.

Sworn to and subscribed before me, Notary Public, on this 20 day of October, 1979.


NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARL RIVER COUNTY

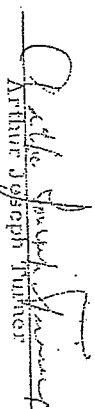
BEFORE ME, the undersigned authority, a Notary Public in and for the County of Pearl River, State of Mississippi, personally came and appeared:

ARTHUR JOSEPH TURNER,

who being duly sworn, did depose and say:

That he executed and signed the above and foregoing agreement as President of Lake Hillsdale Property Owners Association, Inc.; that he is the duly elected and qualified President of said Lake Hillsdale Property Owners Association, Inc., and as such signed said agreement with Lake Hillsdale Estates, Inc. under authority granted to him by said corporation; that the above is his true and genuine signature, and that he signed and executed said document for the purposes set forth therein, as the true act and deed of said Lake Hillsdale Property Owners Association, Inc.

Thus done and signed at Lake Hillsdale, this 20th day of October, 1979.


Arthur Joseph Turner

Sworn to and subscribed before me, Notary Public, on this 20th day of October, 1979.


NOTARY PUBLIC

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