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MODIFICATION OF RESTRICTIVE COVENANTS
OF
HILLSDALE RESORT SUBDIVISION UNIT I
WOLF RIVER RANCH SUBDIVISION UNIT II
WOLF RIVER RANCH SUBDIVISION UNIT IV
WOLF RIVER RANCH SUBDIVISION UNIT V
WOLF RIVER RANCH SUBDIVISION UNIT VI

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MODIFICATIONS OF RESTRICTIVE COVENANTS
OF
HILLSDALE RESORT, Subdivision UNIT 1

HILLSDALE RESORT PROPERTIES, LTD does hereby certify that it is the owner of the majority of the lots in HILLSDALE RESORT, UNIT 1 as evidenced by a Warranty Deed filed on November 10, 1989 in Book 525 Pages 356-358 at the Chancery Clerks office at the Court House in Poplarville, Mississippi, and THAT in accordance with item "J" of the RESTRICTIVE COVENANTS of HILLSDALE RESORT Subdivision UNIT 1 as filed in Book 216 Pages 363 366 at the Chancery Clerks office at the Court House in Poplarville, Mississippi on April 19th, 1971 the Restrictive Covenants of HILLSDALE RESORT Subdivision UNIT 1 are hereby modified and changed and the new Covenants are as follows:

1. RESIDENTIAL: No lot shall be used for other than residential purposes and no soil or trees shall be removed for any commercial use.

2. NO STRUCTURE, dwelling, fence or other improvement shall be constructed until the plans and specification have been approved in writing by the Wolf River Ranch Property Owners Association.

3. BUILDINGS: No building shall be erected on any lot other than one single-family dwelling . The floor area of any dwelling shall not be less than 1500 square feet, exclusive of garage, porches and basement. No tent, trailer, barn, greenhouse, storage rooms, or any similar outbuilding or structure shall be placed on any lot without prior written approval of Wolf River Ranch Property Owners Association.

4. NUISANCES: No noxious, illegal or offensive activity shall be carried out upon any lot in Hillsdale Resort, Unit 1, that will be an annoyance or nuisance to property owners.

5. PETS: No animals, livestock or poultry of any kind shall be raised, bred, staked or pastured on any lot, except dogs, cats, birds, or other household pets.

6. MEMBERSHIP: All lot owners are members of the Wolf River Ranch Property owners Association, its successor or assigns. Each lot has one vote and Members have to be current on their dues and or assessments to vote at membership meetings. Fees or assessments charged by the association shall constitute a lien on the property until paid.

7. ENFORCEMENT: These reservations, covenants, and conditions may be enforced by the Wolf River Ranch Property Owners Association its successors and assigns, along with any Rules and Regulations that may be made by the Association, or any LOT owner in HILLSDALE RESORT, UNIT 1, either by proceedings for injunction or to recover damages for breach thereof, or both in any court of competent jurisdiction with venue to be in Pearl River County, Mississippi.

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HILLSDALE RESORT PROPERTIES, LTD reserves to itself, but hereby assigns to the Wolf River Ranch Property Owners Association its successors and assigns, an easement or right of way over a five foot strip along the sides, front and rear boundary lines of all lots in the subdivision, for the purpose of providing for the practical installation of such utilities or private authority or utility company that may desire to serve said lots.

These restrictions, covenants and conditions are to run with the land and shall be binding on all parties and all parties claimed under them for a period of 25 years, and shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the property owners in HILLSDALE RESORT, UNIT 1 has been recorded, agreeing to change in said restrictions, covenants and conditions in whole or in part.

WITNESS OUR HANDS, this the 14th day of April A.D., 1995.

HILLSDALE RESORT PROPERTIES, LTD

BY James M. George PRESIDENT

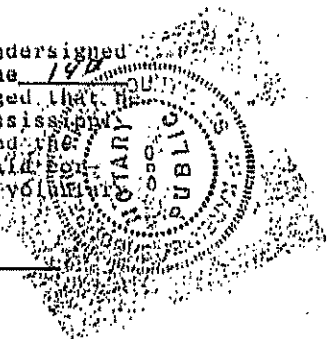
STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

PERSONALLY came and appeared before me, the undersigned authority in, and for the aforesaid jurisdiction, on the 14th day of April, 1995, James M. George, who acknowledged that he is President of HILLSDALE RESORT PROPERTIES LTD, A Mississippi corporation, and that he signed, executed and delivered the above and foregoing instrument for and on behalf of said corporation after being duly authorized to do so, as his voluntary act and deed.

Kenneth Slats

NOTARY PUBLIC



MY COMMISSION EXPIRES: MISSISSIPPI STATEWIDE NOTARY PUBLIC MY COMMISSION EXPIRES DEC. 14, 1998

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MODIFICATIONS OF RESTRICTIVE COVENANTS
OF
WOLF RIVER RANCH, Subdivision UNIT IV

HILLSDALE RESORT PROPERTIES, LTD does hereby certify that it is the owner of the majority of the lots in WOLF RIVER RANCH, UNIT IV as evidenced by a Warranty Deed filed on November 10, 1989 in Book 525 Pages 356-358 at the Chancery Clerks office at the Court House in Poplarville, Mississippi, and THAT in accordance with item 10 of the RESTRICTIVE COVENANTS OF WOLF RIVER RANCH, Subdivision UNIT IV as filed in Book 237 Pages 253-256 at the Chancery Clerks office at the Court House in Poplarville, Mississippi. The Restrictive Covenants of WOLF RIVER RANCH Subdivision UNIT IV are hereby modified and changed and the new Covenants are as follows:

1. RESIDENTIAL: No lot shall be used for other than residential purposes and no soil or trees shall be removed for any commercial use.
2. NO STRUCTURE, dwelling, fence or other improvement shall be constructed until the plans and specification have been approved in writing by the Wolf River Ranch Property Owners Association.
3. BUILDINGS: No building shall be erected on any lot other than one single-family dwelling. The floor area of any dwelling shall not be less than 1500 square feet, exclusive of garage, porches and basement. No tent, trailer, barn, greenhouse, storage rooms, or any similar outbuilding or structure shall be placed on any lot without prior written approval of Wolf River Ranch Property Owners Association.
4. NUISANCES: No noxious, illegal or offensive activity shall be carried out upon any lot in WOLF RIVER RANCH, Unit IV, that will be an annoyance or nuisance to property owners.
5. PETS: No animals, livestock or poultry of any kind shall be raised, bred, staked or pastured on any lot, except dogs, cats, birds, or other household pets.
6. MEMBERSHIP: All lot owners are members of the Wolf River Ranch Property owners Association, its successor or assigns. Each lot has one vote and Members have to be current on their dues and or assessments to vote at membership meetings. Fees or assessments charged by the association shall constitute a lien on the property until paid.
7. ENFORCEMENT: These reservations, covenants, and conditions may be enforced by the Wolf River Ranch Property Owners Association its successors and assigns, along with any Rules and Regulations that may be made by the Association, or any LOT owner in WOLF RIVER RANCH, UNIT IV, either by proceedings for injunction or to recover damages for breach thereof, or both in any court of competent jurisdiction with venue to be in Pearl River County, Mississippi.

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HILLSDALE RESORT PROPERTIES, LTD reserves to itself, but hereby assigns to the Wolf River Ranch Property Owners Association its successors and assigns, an easement or right of way over a live foot strip along the sides, front and rear boundary lines of all lots in the subdivision, for the purpose of providing for the practical installation of such utilities or private authority or utility company that may desire to serve said lots.

These restrictions, covenants and conditions are to run with the land and shall be binding on all parties and all parties claimed under them for a period of 25 years, and shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the property owners in WOLF RIVER RANCH, UNIT IV has been recorded, agreeing to change in said restrictions, covenants and conditions in whole or in part.

WITNESS OUR HANDS, this the 14th day of April A.D., 1995.

HILLSDALE RESORT PROPERTIES, LTD

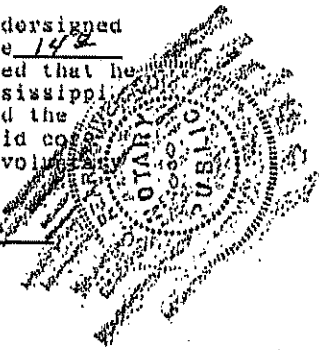
BY James M. George PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, on the 14th day of April, 1995, James M. George, who acknowledged that he is President of HILLSDALE RESORT PROPERTIES LTD, A Mississippi corporation, and that he signed, executed and delivered the above and foregoing instrument for and on behalf of said corporation after being duly authorized to do so, as his voluntary act and deed.

Karen S. Sals

NOTARY PUBLIC



MY COMMISSION EXPIRES:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 14, 1998

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MODIFICATIONS OF RESTRICTIVE COVENANTS
OF
WOLF RIVER RANCH, Subdivision UNIT II

HILLSDALE RESORT PROPERTIES, LTD does hereby certify that it is the owner of the majority of the lots in WOLF RIVER RANCH, UNIT II as evidenced by a Warranty Deed filed on November 10, 1989 in Book 525 Pages 356-358 at the Chancery Clerks office at the Court House in Poplarville, Mississippi, and THAT in accordance with item 10 of the RESTRICTIVE COVENANTS of WOLF RIVER RANCH, Subdivision UNIT II as filed in Book 334 Page 55 at the Chancery Clerks office at the Court House in Poplarville, Mississippi. The Restrictive Covenants of WOLF RIVER RANCH Subdivision UNIT IV are hereby modified and changed and the new Covenants are as follows:

1. RESIDENTIAL: No lot shall be used for other than residential purposes and no soil or trees shall be removed for any commercial use.

2. NO STRUCTURE, dwelling, fence or other improvement shall be constructed until the plans and specification have been approved in writing by the Wolf River Ranch Property Owners Association.

3. BUILDINGS: No building shall be erected on any lot other than one single-family dwelling. The floor area of any dwelling shall not be less than 1500 square feet, exclusive of garage, porches and basement. No tent, trailer, barn, greenhouse, storage rooms, or any similar outbuilding or structure shall be placed on any lot without prior written approval of Wolf River Ranch Property Owners Association.

4. NUISANCES: No noxious, illegal or offensive activity shall be carried out upon any lot in WOLF RIVER RANCH, Unit II, that will be an annoyance or nuisance to property owners.

5. PETS: No animals, livestock or poultry of any kind shall be raised, bred, staked or pastured on any lot, except dogs, cats, birds, or other household pets.

6. MEMBERSHIP: All lot owners are members of the Wolf River Ranch Property owners Association, its successor or assigns. Each lot has one vote and Members have to be current on their dues and or assessments to vote at membership meetings. Fees or assessments charged by the association shall constitute a lien on the property until paid.

7. ENFORCEMENT: These reservations, covenants, and conditions may be enforced by the Wolf River Ranch Property Owners Association its successors and assigns, along with any Rules and Regulations that may be made by the Association, or any LOT owner in WOLF RIVER RANCH, UNIT II, either by proceedings for injunction or to recover damages for breach thereof, or both in any court of competent jurisdiction with venue to be in Pearl River County, Mississippi.

HILLSDALE RESORT PROPERTIES, LTD reserves to itself, but hereby assigns to the Wolf River Ranch Property Owners Association its successors and assigns, an easement or right of way over a five foot strip along the sides, front and rear boundary lines of all lots in the subdivision, for the purpose of providing for the practical installation of such utilities or private authority or utility company that may desire to serve said lots.

These restrictions, covenants and conditions are to run with the land and shall be binding on all parties and all parties claimed under them for a period of 25 years, and shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the property owners in WOLF RIVER RANCH, UNIT II has been recorded, agreeing to change in said restrictions, covenants and conditions in whole or in part.

WITNESS OUR HANDS, this the 14th day of April A.D., 1995.

HILLSDALE RESORT PROPERTIES, LTD

BY James M. George PRESIDENT

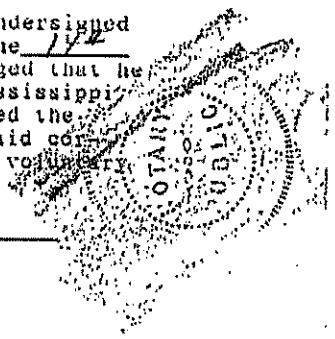
STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, on the 14th day of April, 1995, James M. George, who acknowledged that he is President of HILLSDALE RESORT PROPERTIES LTD, A Mississippi corporation, and that he signed, executed and delivered the above and foregoing instrument for and on behalf of said corporation after being duly authorized to do so, as his voluntary act and deed.

Karen [Signature]

NOTARY PUBLIC



MY COMMISSION EXPIRES: MISSISSIPPI STATEWIDE NOTARY PUBLICS: MY COMMISSION EXPIRES DEC. 14, 1998

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MODIFICATIONS OF RESTRICTIVE COVENANTS
OF
WOLF RIVER RANCH, Subdivision UNIT V

HILLSDALE RESORT PROPERTIES, LTD does hereby certify that it is the owner of the majority of the lots in WOLF RIVER RANCH, UNIT V as evidenced by a Warranty Deed filed on November 10, 1989 in Book 525 Pages 356-358 at the Chancery Clerks office at the Court House in Poplarville, Mississippi, and THAT in accordance with Item 10 of the RESTRICTIVE COVENANTS of WOLF RIVER RANCH, Subdivision UNIT V as filed in Book 237 Page 249-252 at the Chancery Clerks office at the Court House in Poplarville, Mississippi. The Restrictive Covenants of WOLF RIVER RANCH Subdivision UNIT V are hereby modified and changed and the new Covenants are as follows:

1. RESIDENTIAL: No lot shall be used for other than residential purposes and no soil or trees shall be removed for any commercial use.

2. NO STRUCTURE, dwelling, fence or other improvement shall be constructed until the plans and specification have been approved in writing by the Wolf River Ranch Property Owners Association.

3. BUILDINGS: No building shall be erected on any lot other than one single-family dwelling. The floor area of any dwelling shall not be less than 1500 square feet, exclusive of garage, porches and basement. No tent, trailer, barn, greenhouse, storage rooms, or any similar outbuilding or structure shall be placed on any lot without prior written approval of Wolf River Ranch Property Owners Association.

4. NUISANCES: No noxious, illegal or offensive activity shall be carried out upon any lot in WOLF RIVER RANCH, Unit V, that will be an annoyance or nuisance to property owners.

5. PETS: No animals, livestock or poultry of any kind shall be raised, bred, staked or pastured on any lot, except dogs, cats, birds, or other household pets.

6. MEMBERSHIP: All lot owners are members of the Wolf River Ranch Property owners Association, its successor or assigns. Each lot has one vote and Members have to be current on their dues and or assessments to vote at membership meetings. Fees or assessments charged by the association shall constitute a lien on the property until paid.

7. ENFORCEMENT: These reservations, covenants, and conditions may be enforced by the Wolf River Ranch Property Owners Association its successors and assigns, along with any Rules and Regulations that may be made by the Association, or any LOT owner in WOLF RIVER RANCH, UNIT V, either by proceedings for injunction or to recover damages for breach thereof, or both in any court of competent jurisdiction with venue to be in Pearl River County, Mississippi.

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HILLSDALE RESORT PROPERTIES, LTD reserves to itself, but hereby assigns to the Wolf River Ranch Property Owners Association its successors and assigns, an easement or right of way over a five foot strip along the sides, front and rear boundary lines of all lots in the subdivision, for the purpose of providing for the practical installation of such utilities or private authority or utility company that may desire to serve said lots.

These restrictions, covenants and conditions are to run with the land and shall be binding on all parties and all parties claimed under them for a period of 25 years, and shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the property owners in WOLF RIVER RANCH, UNIT V has been recorded, agreeing to change in said restrictions, covenants and conditions in whole or in part.

WITNESS OUR HANDS, this the 14th day of April A.D., 1995.

HILLSDALE RESORT PROPERTIES, LTD

BY James N. George PRESIDENT

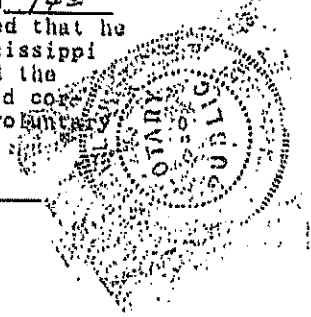
STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

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Kevin S. Sells

NOTARY PUBLIC



MY COMMISSION EXPIRES:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 14, 1998

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MODIFICATIONS OF RESTRICTIVE COVENANTS
OF
WOLF RIVER RANCH, Subdivision UNIT VI

HILLSDALE RESORT PROPERTIES, LTD does hereby certify that it is the owner of the majority of the lots in WOLF RIVER RANCH, UNIT VI as evidenced by a Warranty Deed filed on November 10, 1989 in Book 525 Pages 356-358 at the Chancery Clerks office at the Court House in Poplarville, Mississippi, and THAT in accordance with item 10 of the RESTRICTIVE COVENANTS of WOLF RIVER RANCH, Subdivision UNIT VI as filed in Book 237 Page 249-252 at the Chancery Clerks office at the Court House in Poplarville, Mississippi. The Restrictive Covenants of WOLF RIVER RANCH Subdivision UNIT V are hereby modified and changed and the new Covenants are as follows:

1. RESIDENTIAL: No lot shall be used for other than residential purposes and no soil or trees shall be removed for any commercial use.
2. NO STRUCTURE, dwelling, fence or other improvement shall be constructed until the plans and specification have been approved in writing by the Wolf River Ranch Property Owners Association.
3. BUILDINGS: No building shall be erected on any lot other than one single-family dwelling. The floor area of any dwelling shall not be less than 1500 square feet, exclusive of garage, porches and basement. No tent, trailer, barn, greenhouse, storage rooms, or any similar outbuilding or structure shall be placed on any lot without prior written approval of Wolf River Ranch Property Owners Association.
4. NUISANCES: No noxious, illegal or offensive activity shall be carried out upon any lot in WOLF RIVER RANCH, Unit VI, that will be an annoyance or nuisance to property owners.
5. PETS: No animals, livestock or poultry of any kind shall be raised, bred, staked or pastured on any lot, except dogs, cats, birds, or other household pets.
6. MEMBERSHIP: All lot owners are members of the Wolf River Ranch Property owners Association, its successor or assigns. Each lot has one vote and Members have to be current on their dues and or assessments to vote at membership meetings. Fees or assessments charged by the association shall constitute a lien on the property until paid.
7. ENFORCEMENT: These reservations, covenants, and conditions may be enforced by the Wolf River Ranch Property Owners Association its successors and assigns, along with any Rules and Regulations that may be made by the Association, or any LOT owner in WOLF RIVER RANCH, UNIT VI, either by proceedings for injunction or to recover damages for breach thereof, or both in any court of competent jurisdiction with venue to be in Pearl River County, Mississippi.

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HILLSDALE RESORT PROPERTIES, LTD reserves to itself, but hereby assigns to the Wolf River Ranch Property Owners Association its successors and assigns, an easement or right of way over a five foot strip along the sides, front and rear boundary lines of all lots in the subdivision, for the purpose of providing for the practical installation of such utilities or private authority or utility company that may desire to serve said lots.

These restrictions, covenants and conditions are to run with the land and shall be binding on all parties and all parties claimed under them for a period of 25 years, and shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the property owners in WOLF RIVER RANCH, UNIT VI has been recorded, agreeing to change in said restrictions, covenants and conditions in whole or in part.

WITNESS OUR HANDS, this the 14th day of April A.D., 1995.

HILLSDALE RESORT PROPERTIES, LTD

BY James M. George PRESIDENT

STATE OF MISSISSIPPI

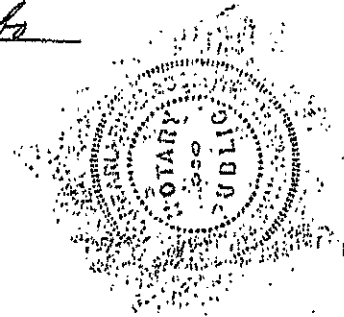
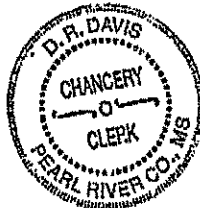
COUNTY OF PEARL RIVER

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, on the 14th day of April, 1995, James M. George, who acknowledged that he is President of HILLSDALE RESORT PROPERTIES LTD, A Mississippi corporation, and that he signed, executed and delivered the above and foregoing instrument for and on behalf of said corporation after being duly authorized to do so, as his voluntary act and deed.

Karen Adams

NOTARY PUBLIC

MY COMMISSION EXPIRES:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 14, 1998



Prepared by + wt
James George
122 George Place
Dumbarton Ms 39455
796-3167

PEARL RIVER COUNTY, STATE OF MISSISSIPPI. I hereby certify the foregoing instrument was filed for record in my office on the 14 day of April, 1995 at 12:35 o'clock P. M. and that the same is now duly recorded in Deed Record No. 1027 on page 1-11 of Record of Deeds in my office.
Given under my hand and Seal of office this 14 day of April, 1995

DK Adams Chancery Clerk
Rust Stubbelt D