Hyp-1
1-36, 81-84
27-5-3

29

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HYDE PARK PHASE 1

Book:2025 Page:2319-2347
DEED
RCD: 02/07/2025 @02:46:35 PM
Rankin County, MS - Chancery Clerk
MARK S. SCARBOROUGH

THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RISTRICTIONS (the "Declaration") is made and executed this the 6th day of FEBRUARY 2025 by Heartland Development Company, LLC, its successors and assigns (the "Declarant").

WITNESSETH

WHEREAS, the Declarant is the owner of certain real property located in the City of Brandon, Rankin County, Mississippi, whereupon Declarant wishes to create and carry out an orderly and uniform plan of development for the real property described herein above and is developing said real property as a Traditional Neighborhood Development called Hyde Park (the "Traditional Neighborhood Development") and said Traditional Neighborhood Development shall replace any prior Traditional Neighborhood Developments for said real property; an

WHEREAS, as part of the Traditional Neighborhood Development, the Declarant wishes to create and carry out an orderly and uniform plan of development for the following described real property as a residential subdivision (the "Subdivision"), to wit:

[SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 1].

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Subdivision in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements there in, and to this end wishes to subject the Subdivision to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth; and

WHEREAS, the Declarant deems it necessary and desirable that all real property within the Subdivision and any and all improvements erected thereon, whether by Declarant or any other owner or builder, shall comply with the covenants, conditions and restrictions contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the property covered herein and any property which might later be included through expansion; and

WHEREAS, the purpose of such covenants, conditions and restrictions is to enhance the beauty of the surroundings; to insure the proper development and use of each building site; to protect the owner or occupant of each site, present or future, against improper development and use of other sites that will depreciate the value of his or her site; to prevent the erection in the Subdivision of structures which are of unsuitable design or improper materials and not in harmony

with the theme and design of the Subdivision; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient set-backs from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of common areas in the Subdivision and any improvements thereon; and, in general, to provide for a high quality of improvement within the Subdivision in accordance with the orderly development plans; and

WHEREAS, the Declarant deems it necessary and desirable, for the efficient preservation of the values and amenities in the Subdivision, to create a Homeowners' Association which can and shall be delegated and assigned the powers and duties of owning, maintaining and administering the Common Property now designated and any other areas which may in the future be designated as such, and to administer and enforce the covenants and restrictions herein, and to collect and disburse the charges and assessments hereinafter specified.

WHEREAS, the Declarant deems it necessary and desirable to create an Architectural Review Committee for the purposes hereinafter specified.

NOW THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the above described real property, and shall be a benefit and a burden to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the subject real property and any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns and does hereby declare that the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Protective Covenants, Conditions and Restrictions for Hyde Park Phase 1.

ARTICLE I.
DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Architectural Review Committee" or "ARC" shall mean and refer to that permanent committee created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Subdivision.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Hyde Park Homeowners' Association, Inc., as they may exist from time to time.

1.3 "Assessment" shall mean and refer to those charges made by the Homeowners' Association from time to time, against Owners and Lots subject to the terms and conditions set forth herein.

1.4 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Hyde Park Homeowners' Association, Inc., as applicable.

1.5 "By-Laws" shall mean and refer to the By-Laws of the Hyde Park Homeowners'

Association, Inc., as applicable.

1.6 "City" shall mean and refer to the City of Brandon, Mississippi

1.7 "Common Expenses" shall mean and refer to all expenses incurred by the Homeowners' Association in connection with its ownership, maintenance and other obligations set forth herein.

1.8 "Common Property" shall mean and refer to all portions of the Subdivision which are intended for the common use and enjoyment of the Owners and which are identified and dedicated to the Homeowners' Association on any recorded subdivision plats of the Subdivision, or conveyed to the Homeowners' Association by deed or in this Declaration or any other declaration of covenants and restrictions that may hereafter be recorded in the County.

1.9 "County" shall mean and refer to Rankin County, Mississippi.

1.10 "Declarant" shall mean and refer to Heartland Development Company, LLC, a Mississippi limited liability company, and its successors, agents and assigns.

1.11 "Declaration" shall mean and refer to this instrument and all exhibits hereto, as the same may be amended from time to time.

1.12 "Homeowners' Association" or "Hyde Park Homeowners' Association" shall mean and refer to the Hyde Park Homeowners' Association, Inc., a Mississippi non-profit corporation created to govern and for the purpose of providing maintenance services, owning, and managing Common Areas in the Subdivision.

1.13 "Hyde Park" shall mean and refer to the Traditional Neighborhood Development, which is located in the City of Brandon, Rankin County, Mississippi, and has been approved by the City.

1.14 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall sign, paving, grading, parking, building addition, pool, alteration, screen enclosure, sewer, drainage, disposal system, satellite dishes, antennas, electronic and other signaling devices, decorative building, landscaping or landscape (including existing and planted trees and shrubbery) or objects.

1.15 "Lot" shall mean any single-family lot located within the areas of the Subdivision as shown in the Subdivision Plan or any amendment thereto.

1.16 "Member" shall mean and refer to Owners and the Declarant. Declarant shall be a member of the Homeowners' Association from and after the date of recordation of this Declaration.

1.17 "Owner" shall mean and refer to the record owner, whether one or more persons or

entities, of the fee simple title to any Lot, except for Declarant, but specifically excluding any mortgagee, unless and until such mortgagee has reacquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.18 "Street" shall mean and refer to any street, highway or other thoroughfare which is within the Subdivision.

1.19 "Subdivision" shall mean and refer to the residential subdivision to be known as Hyde Park, whether developed in single or multiple parts or phases, located in the Traditional Neighborhood Development.

1.20 "Subdivision Plan" shall mean the proposed general plan of development of Hyde Park. For so long as Declarant owns any property within the Traditional Neighborhood Development, Declarant expressly reserves the right to (i) amend the Subdivision Plan or change the configuration of Lots or the number of Lots, ii) to change the mix of Lot type within the Subdivision, and/or (iii) increase or decrease the Common Property in its sole and absolute discretion without the approval of or by any Owners other than Declarant.

1.21 “Traditional Neighborhood Development” shall mean and refer to that certain Traditional Neighborhood Development project, which is located in the City of Brandon, Rankin County, Mississippi and as defined within the “Brandon, Mississippi Zoning Ordinance” and as approved by the City.

ARTICLE II.
HOMEOWNER'S ASSOCIATION

2.1 Formation Homeowners' Association. At any time subsequent to the recording of this Declaration, Declarant may cause the Hyde Park Homeowners' Association, Inc. to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Mississippi. The Homeowners' Association shall be formed (i) to operate, maintain and ultimately own the Common Property, (ii) to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration, and (iii) for the enforcement of the rules and regulations promulgated by the Homeowners' Association. The Homeowners' Association shall have such other specified rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Homeowners' Association.

2.2 Membership. Upon the acquisition of a Lot, each Owner shall automatically become a member of the Homeowners' Association and shall be bound by the terms and conditions contained herein, the Articles of Incorporation and the By-Laws of the Homeowners' Association, and such rules and regulations as may be promulgated and adopted by the Homeowners' Association under such articles and by-laws. Each Owner shall remain a member of the Homeowners' Association for so long as such Owner remains the Owner of the Lot. Such membership shall be an inseparable appurtenance to and shall pass with title to each Lot, and shall be mandatory and may not be terminated by any Owner. No person or entity who holds any type of interest whatsoever in a Lot as security for their performance of any obligation may be appointed as a Member of the Homeowners' Association. Except as to the Declarant and as otherwise

provided herein or in its By-Laws, the Homeowners' Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings.

2.3 Voting. The right and privileges of membership, including the right to vote and to hold office in the Homeowners' Association may be exercised by a Member, a Member's spouse or by proxy, but in no event shall more than one vote be cast for each Lot, except as otherwise provided herein. When more than one (1) person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary of the Homeowners' Association in writing prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one (1) person seeks to exercise it. The voting weight appurtenant to each Lot is equal and each Lot shall have one (1) vote, except that any Lots) owned by the Declarant shall be entitled to ten (10) votes; provided, however, that in the event Declarant owns a Lot and resides in the Improvements located thereon, Declarant shall only be entitled to one (1) vote for such Lot.

2.4 Rules and Regulations. Subject to the limitations set forth herein, the Homeowners' Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it to adequately and properly carry out the provisions stated herein and in its By-Laws.

2.5 Administration of the Homeowners' Association. The affairs of the Homeowners' Association shall be administered by its Board of Directors in accordance with this Declaration, its Articles of Incorporation and its By-Laws. Any such Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the right of Declarant, without Declarant's prior written approval. The By-Laws of the Homeowners' Association shall set the number of members and determine the qualifications for membership on its Board of Directors.

2.6 Suspension of Membership Rights. No Member, except Declarant, shall have any vested right, interest of privilege in or to the assets, functions, affairs or franchises of the Homeowners' Association or any right, interest, privilege which may be transferable, or which shall continue after the Member's membership in the Homeowners' Association ceases, or while the Member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the Member is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, any rules or regulations promulgated by the Homeowners' Association. All such determinations shall be made by a majority of the Board of Directors of the Homeowners' Association. While not in good standing, the Member shall not be entitled to vote or exercise any right or privilege of membership of the Homeowners' Association. Not withstanding the foregoing, the Board of Directors of the Homeowners' Association shall not have the power to declare that the Declarant is not in good standing or suspend or limit in anyway the right of Declarant to vote or exercise any right of privilege of membership.

2.7 Control by Declarant. Notwithstanding the foregoing, the initial members of the Board of Directors of the Homeowners' Association shall be appointed by the Declarant. The Declarant shall remain on the Board of Directors of the Homeowners' Association until the Declarant's resignation. Further, so long as the Declarant owns any Lot in the Subdivision,

Declarant shall have the right, but not the obligation, in its sole and exclusive discretion, to remove and replace any or all members of the Board of Directors at any time the Declarant should determine, in its sole discretion, that the Homeowners' Association has failed to either diligently prosecute any of its duties and obligations or enforce the protective covenants set forth hereunder. In the event that Declarant shall enter into any contracts or other agreements for the benefit of the Owners and/or the Homeowners' Association, the Declarant may, at its option, assign its obligations under the agreements to the Homeowners' Association, and in such event, the Homeowners' Association shall be required to accept such obligations.

2.8 Declarant's Right to Perform Duties of Homeowners' Association. Prior to the actual organization of the Homeowners' Association contemplated by the terms herein, Declarant shall have the right, at its option, to perform the duties and/or assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the Homeowners' Association in the same way and in the same manner as thought all such powers and duties were herein given to Declarant directly. Declarant shall also have the right to modify, amend, repeal, and / or change any of the terms herein prior to the actual organization of such Homeowners' Association.

ARTICLE III.
COMMON PROPERTY

3.1 Common Property. The Common Property is intended for the use and enjoyment of the Owners and their guests and invitees. Title to the Common Property may be conveyed to the Homeowners' Association by the Declarant at any time subsequent to the filing of the final plat of each portion of the Subdivision in the Chancery Records of Rankin County, Mississippi. The Homeowners' Association shall be responsible for the management, maintenance and operation of the Common Property, and for the payment of all property taxes and other assessments which are liens against the Common Property, from and after the date of conveyance of fee title to such Common Property to the Homeowners' Association.

3.2 Maintenance of Common Property. The Homeowners' Association is authorized to and shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Common Property, including the performance of obligations which may be placed upon the Common Property by applicable regulatory agencies. This maintenance obligation shall commence upon the conveyance to the Homeowners' Association of fee title to the Common Property. Specifically, the property the Homeowners' Association shall maintain and be responsible for shall include, but not be limited to the following:

i. Security Facilities. Such security systems, guardhouses, and other security facilities which shall be operated and maintained for the benefit of the Lots within the Subdivision.

ii. Surface Waters. Any surface water management system, which shall be maintained as required by regulatory agencies.

iii. Landscaping. All landscaping of the Common Property including, without limitation, all sodding, irrigation, and the planting and care of trees and shrubbery. Although not included within the general definition of " Common Property", said irrigation system shall include the water withdrawal surface pump, and transmission lines.

iv. Signs and Entry Monuments. All signs and entry monuments located on the Common Property.

v. Fences. All fencing located on the Common Property and all perimeter fencing for which the Homeowners' Association holds an easement for construction and maintenance.

vi. Contracts. Declarant, its affiliates, successors or assigns, may be the management agent for the Homeowners' Association, and may hire such employees, including, but not limited to: attorneys, accountants, bookkeepers, gardeners, and laborers, as the Declarant may deem necessary in order to maintain the Common Property. No agreement between the Homeowners' Association and Declarant, its successors or assigns shall be held invalid solely for the reason that at the time of entering into the agreement, employees, officers or agents of the Declarant or its affiliates, successors of assigns are officers, directors and/or employees of the Homeowners' Association.

3.3 Rules and Regulations Governing Use of the Common Property. The Homeowners' Association, through its Board of Directors, shall regulate the use of Common Property by its Members and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members.

3.4 Owners Easement. Subject to the provisions herein below, each Owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Lot. The rights and easement of enjoyment created hereby shall be subject to the following:

i. Borrowing and Mortgaging. The right of Declarant and/or the Homeowners' Association to borrow money for the purpose of improving any Common Property and in connection therewith, to mortgage any Common Property, subject to such conditions as may be agreed to by the Members. Any such loan or mortgage shall be approved in advance in writing by the Declarant during such time the Declarant owns any property within the Subdivision.

ii. Protection of Common Property. The right of Declarant and the Homeowners' Association to take such steps as are reasonably necessary to protect the Common Property and, in connection therewith, to mortgage the Common Property.

iii. Suspension. The right of the Homeowners' Association to suspend the enjoyment rights and casement of any Owner, except Declarant, for any period during which an

Assessment remains unpaid by the Owner, and for any period during which the Owners is in violation of this Declaration.

iv. Maintenance. The right of the Homeowners' Association to properly maintain the Common Property.

v. Standards of Conduct. The rules and regulations covering the use and enjoyments of the Common Property, as promulgated by the Homeowners' Association, as the same may be amended from time to time.

vi. Restrictions of Record. Restrictions contained on any plat, or other instrument filed separately, with respect to all or any portion of the Subdivision.

vii. Constituent Documents. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Homeowners' Association.

viii. Dedication or Transfer. The right of the Homeowners' Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that any such dedication of transfer is approved in advance in writing by the Declarant during such time the Declarant owns any property within the Subdivision.

ix. Easements. The right of the Declarant to dedicate non exclusive mutual access and utility easements across the Common Property to other properties of the Subdivision.

For as long as Declarant owns or has any use rights to any property subject to this Declaration, Declarant shall have the right to transact any business necessary to consummate sales of property throughout the Subdivision, including but not limited to, the right to maintain office(s) in locations(s) to be selected by Declarant, to have employees in such offices, to construct and maintain other structures or appurtenances which are necessary or desirable for the Subdivision and sale of properties throughout the Subdivision, to post and display a sign or signs on any Lots owned by Declarant or the Common Property, and to use the Common Property to show Lots. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within the Subdivision shall not be considered Common Property and shall remain the property of the Declarant.

ARTICLE IV.
ASSESSMENTS

4.1 Creation of Assessments. There is hereby created a lien in favor of the Homeowners' Association against each Lot in the Subdivision. By acceptance of a deed, the Owner of each Lot in the Subdivision, other than the Declarant, hereby agrees to pay to the Homeowners' Association the maintenance assessments or charges fixed or established from time to time. Such owner of a Lot in the Subdivision agrees that the assessment of fees, together with such interest thereon and costs of collection thereof, shall be a continuing lien upon each Lot when said

assessment is made, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant or Homeowners' Association (as the case may be). Said assessment, together with costs of collection and interest at the legal rate on any past due amounts, shall also be a personal obligation of the Lot Owner. By an owner's acceptance of the deed or other instrument of conveyance for such Owner's Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to pay the Homeowners' Association annual assessments and special assessments for capital improvements as may be created and set by the Homeowners' Association. Once created and set by the Homeowners' Association, annual assessments shall be due and payable to the Homeowners' Association by the Owner of each Lot in the Subdivision and shall be payable in two (2) equal semi-annual payments, due in advance on the first day of January and the first day of July of each year. The Declarant is expressly exempted from any payment obligation for such annual and/or special assessments created herein. Each Lot Owner or Lot purchaser, upon the purchase of such Lot, shall immediately notify the Homeowners' Association of such Owner's name and address, and pay an initial membership fee set by the Homeowners' Association. Upon a transfer of title to a Lot, the grantor and grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Homeowners' Association, and/or its Board of Directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

4.2 Declarant's Obligation for Assessments. So long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to the Declaration by the Declarant, any such property and/or Lots owned by Declarant shall be exempt from any assessments of any association that may be established pursuant to this Declaration.

4.3 Builder's Obligation for Assessments. Newly constructed vacant homes are exempt from any assessments pursuant to this Declaration.

4.4 Remedies for Non-Payment of Assessments. Any Assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board of Directors of the Homeowners' Association, or if not set by the Board of Directors, at the legal rate, together with such late fee as may be set by the Board. The Homeowners' Association may file a lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Additionally, the Homeowners' Association may, at its option, sue and obtain a personal judgment against an Owner who has not paid any assessments made hereunder for the sums due and owing the Homeowners' Association in a court of competent jurisdiction. Election by the Homeowners' Association of any one of the above remedies shall not preclude, or in any way limit, the Homeowners' Association's rights to utilize any other remedy available to the Homeowners' Association hereunder or in equity or at law. Costs and reasonable attorneys' fees for the prosecution of any such action shall be added to the amount due. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Homeowners' Association, then, and in that event, the Homeowners' Association shall collect on such judgment in such manner and

to the extent provided and permitted by the laws of the State of Mississippi. The Homeowners' Association's lien may be foreclosed in like manner as a Deed of Trust on real estate under power of sale under the Mississippi Code of 1972 (as amended). Unless otherwise determined by the Homeowners' Association, the registered agent of the Homeowners' Association shall be the trustee for all purposes of the foreclosure proceeding, and the Homeowners' Association shall have the power to appoint a substitute trustee if for any reason the Homeowners' Association desires to replace the trustee, and the substitute trustee shall succeed to all rights, powers and duties thereof. Further, the Homeowners; Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments.

ARTICLE V.
MAINTENANCE OF PROPERTY

5.1 Owner Responsibilities: Lots. The Owner of any Lot shall be responsible for all maintenance and repair of such Lot, including, without limitation, the Improvements located thereon. If any Improvements are damaged by casualty, the Owner must immediately clear the site of such casualty. If reconstructed, the reconstruction must be in accordance with the original plans and specifications of the Improvements, or if not, then according to plans and specifications approved by the Architectural Review Committee.

5.2 Homeowners' Association Responsibilities. The Homeowners' Association shall be responsible for the maintenance of all Common Property, pursuant to the terms of this Declaration.

5.3 Individual Assessment. Notwithstanding anything contained in this section to the contrary, the expense of any maintenance, repair or reconstruction of any portion of the Common Property, or any other property to be maintained by the Homeowners' Association necessitated solely by the negligent or willful act of any Owner or his invitees, licensees, family or guests shall be borne solely by such Owner, and his Lot shall be subject to an assessment for such expense by the Homeowners' Association. No Owner shall have the right to repair, alter, add to, replace, paint or in any other way maintain the Common Property, or any other property to be maintained by the Homeowners' Association.

ARTICLE VI.
ARCHITECTURAL AND LANDSCAPING CONTROLS

6.1 Architectural Review Committee. An Architectural Review Committee (the "ARC") shall have the right of absolute architectural control over any and all improvements in the Subdivision. The Declarant shall have the sole and absolute right in its exclusive discretion to appoint, remove and/or replace any and all members of the ARC until the earlier of (i) the construction of a residential dwelling on every Lot in the Subdivision in accordance with this Declaration, or (ii) the express transfer in writing of such authority to the Homeowners' Association by the Declarant, at which time the ARC shall become a permanent committee of the Homeowners' Association. The intent of this Section 6.1 is to permit the ARC and its successors to control the compatibility of architectural design of improvements in the Subdivision, to control

the heated and cooled square footage of improvements, prevent the erection of structures built of improper materials, prevent the use of unattractive colors, encourage the erection of attractive improvements properly situated on lots and prevent haphazard and/or inharmonious improvements, all for the benefit of all owners in the Subdivision. In order to effect the intent of this Section 6.1, no improvements of any nature or character shall be erected nor any erection thereof begun, nor shall any changes be made in the exterior design or color thereof after the original construction, until such site, paint, materials, landscaping, fencing and house or outbuilding plans and specifications have been reviewed and approved by the ARC, such review and approval of disapproval to be given within a reasonable time after submission. In the event such site, paint, materials, landscaping, fencing and/or plans and specifications are disapproved by the ARC, no construction shall be started until such site, paint, materials, landscaping, and plans and specifications have been made to conform to the requirements of the ARC. This architectural control authority of the ARC shall be absolute, but in no case will such architectural approval be unreasonably or arbitrarily withheld. Notwithstanding anything to the contrary contained in this Declaration, this Section 6.1 may not be amended at any time subsequent to the recording of this Declaration in the records of the Chancery Clerk of Rankin County, Mississippi.

6.2 Modification of Setbacks. The ARC shall have the right, in its sole discretion, upon the submission of satisfactory evidence of a compelling need, to change and modify any setbacks applicable to the Lots in the subdivision; provided, however in no event shall any such setback be less than the minimum setbacks applicable to the Lots in the Subdivision pursuant to the duly adopted ordinances of the City of Brandon, Rankin County, Mississippi.

6.3 Failure to Comply With ARC. By an Owner's acceptance of the deed or other instrument of conveyance for such Owner's Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree that a suit for damages for failure to comply with any decision or mandate made of the ARC would cause irreparable injury to the Subdivision. Therefore, the owner of each Lot in the Subdivision herby covenants and agrees that in the event of the Owner's refusal to comply with any decision or mandate of the ARC, the ARC shall have the right, in addition to any other rights or remedies available at law or equity, to obtain injunctive relief against the Owner by any court of competent jurisdiction having the authority to grant such relief, and that if the ARC is required to seek enforcement of any of its decisions or mandates against an owner, such Owner shall be liable for all costs incurred by the ARC therein, including reasonable attorney's fees, and shall immediately pay the same on demand. All costs and fees described in this Section 6.3 shall constitute a lien against said owner's lot until said costs and fees are paid in full.

6.4 Declarant Exemption. Anything contained herein to the contrary notwithstanding, any Improvements of any nature made or to be made by the Declarant, including, without limitation, Improvements made or to be made to any common property within the Traditional Neighborhood Development, shall not be subject to the review of the ARC.

6.5 Fees and Consultants. The ARC may adopt a schedule of reasonable fees for processing request for approval. Such fees, if any, shall be payable to the ARC at the time that the plans and specifications and other documents are submitted to the ARC. The payment of such fees, as well as other expenses of the ARC required to be paid, shall be deemed to be an assessment, enforceable against the Owner and the Lot as provided hereinabove. The ARC expressly reserved

the right and power, exercisable in its sole discretion, to procure the services of a consultant of its own choosing or purposes of assisting the ARC, in its review of any plans or specifications, and the cost of such consulting services shall be the responsibility of the respective applicant or Owner of the Lot.

6.6 Indemnity. Neither the Declarant, the directors or officers of the Homeowners' Association, the members of the ARC nor any person acting on behalf of any of them, shall be liable for any cost of damage incurred by any Owner or any other party whatsoever, due to any mistake in judgment, negligence or any action of the ARC in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within the Subdivision agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Declarant, the directors or officers of the Homeowners' Association, or the members of the ARC in connection with the approval or disapproval of plans and specifications. Each pasty submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE VII.
RESTRICTIONS AND REQUIREMENTS

7.1 Minimum Building Site. The minimum land area upon which any single-family residence may be constructed shall be one (1) Lot.

7.2 Roofing; Vinyl Siding. All roofing used on any dwelling in the Subdivision shall be architectural grade or better, the color thereof to be approved in advance by the ARC. Main roof pitch must be per the Traditional Neighborhood Development requirements and approved in advance by the ARC. The application of vinyl siding to the soffit and eave sections of any structure within the Subdivision shall be at the sole and absolute discretion of the Architectural Review Committee. The use of vinyl siding on any other portion of a structure's exterior requires approval from the ARC and the governing authority of the City of Brandon, Mississippi.

7.3 Sidewalks. The Owner of each Lot in the Subdivision, at his sole cost, shall construct and maintain in good condition a sidewalk five (5) feet in width in accordance with all specifications and plans established by the ARC, along and parallel to the entire length of that portion of the public street or streets which abuts the Lot, and as provided in the specifications and plans of the Subdivision. All sidewalks shall be as level, from side to side, as reasonably possible. In the event a Lot Owner fails to comply, the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be, in correcting or repairing any non-conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.3 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in

an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be). Each Owner of a Lot hereby expressly grants the public a non-exclusive, perpetual easement to use the sidewalk over and across their Lot.

7.4 Fencing. No fence of any type shall be placed or constructed upon any Lot in the Subdivision until the plans for such fence have been submitted to and approved by the ARC. The submission to the ARC must be a detailed plan for a "Good Neighbor" fence facing the street side with cross including, without limitation, the location, materials, height, design, character, and color of each and every component of such fence. In the event a Lot Owner fails to comply with this Section 7.4, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repainting any non-conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.4 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be). Notwithstanding the foregoing, the use of chain link, cyclone or any similar type fencing is strictly prohibited.

7.5 Garages. Each dwelling house constructed on any Lot in the Subdivision shall have an attached garage per the Traditional Neighborhood Development requirements and approved in advance by the ARC.

7.6 Landscaping. The ARC must approve, in advance, all landscaping plans for all property within the Subdivision, including Lots. Should any hedge, shrub, tree or flower or other planting be so placed or afterward grow, on any Lot in the Subdivision so as to encroach upon any adjoining Lot, such hedge, shrub, tree or flower or other planting shall be promptly removed of pruned by the Lot Owner upon the request of the adjoining Lot Owner, so as to terminate the encroachment. Prior to occupancy of any dwelling house on a Lot in the Subdivision, the Lot Owner shall have complied with and completed the landscaping plan approved by the ARC, which landscaping plan shall require, at a minimum, that each lot shall (i) be sodded over and across the entire front and side yards; and i) have ample plantings and landscaping in the front yard and at the entrance to the dwelling. No unsightly plantings shall be allowed, as an emphasis shall be placed on the use of high quality landscaping and planting materials throughout the Subdivision.

7.7 Accessory Buildings. No accessory building of any kind will be permitted on any Lot without the prior written approval of the ARC.

7.8 Commencement of Construction. Unless expressly waived in writing by the Declarant, construction of the residential dwelling must commence within six (6) months and be completed within twelve (12) months subsequent to the date the Declarant closes the sale of the Lot to the initial owner thereof. If any Lot Owner shall fail to comply with the construction

requirement of this Section 7.8, the Declarant shall have the right, but not the obligation, to re-purchase the Lot at a price equal to eighty percent (80%) of the original Lot sales price. Until construction of a residence commences on a Lot in the Subdivision, the Declarant, the Homeowners' Association or the ARC (as the case may be), without notice and in its discretion may mow the subject Lot, and have dead trees and debris removed therefrom, and the Owner of such Lot shall immediately, on demand, pay the Declarant, the Homeowners' Association or the ARC (as the case may be), any and all costs and/or fees, plus administrative fees of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association or the ARC (as the case may be) for doing so. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association or the ARC (as the case may be) pursuant to this Section 7.9 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.9 Construction Debris. During the construction process, all debris, scrap, waste or similar materials shall be disposed of properly by the Lot Owner and no such debris, scrap waste or similar material shall be placed or deposited on any other Lot or property in the Subdivision. All construction vehicles, builders, contractors, subcontractors and their respective employees and representatives shall at all times use the designated construction entrance for purposes of ingress and egress during all phases of construction of any improvements in the Subdivision. In the event a Lot Owner fails to comply with this Section 7.9, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners'' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repairing any non conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and / or the ARC (as the case may be) pursuant to this Section 7.9 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.10 Compliance With Environmental Permits. Each Lot Owner hereby covenants and agrees to fully and completely comply with any and all plans submitted by and environmental permits issued to Declarant in connection with the construction and development of the Subdivision, including without limitation the Storm Water Pollution Prevention Plan (SWPPP) for the Mississippi Department of Environmental Quality (MDEQ) as required in the State of Mississippi's Construction Storm Water General NPDES Permit. Each Lot Owner hereby warrants, represents, covenants and agrees that he, his contractors and subcontractors shall take all necessary measures to prevent or mitigate sediment from leaving the individual Lot which he owns, including the installation of silt fencing, and will maintain the Lot which he owns in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Each Lot Owner further acknowledges and agrees that the Declarant is not responsible for damages which may be suffered by such Lot Owner or

other Lot Owners or parties as a result of site preparation work carried out by the Lot Owner, his contractors and subcontractors, and each Lot Owner hereby agrees to hold Declarant harmless from any such damages sustained in connection therewith. In the event a Lot Owner fails to comply with this Section 7.10 in any manner, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, or the ARC (as the case may be) any and all costs and / or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be, in correcting or repairing any noncompliance or non-conformance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.10 shall constitute a lien against such Owner's Lot until charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.11 Temporary Structures. No structure or object of a temporary character, such as, but not limited to, trailers, construction trailers, tents, shacks, sheds, and garages, barns, or other temporary or other outbuildings shall be erected, kept, or maintained on any Lot for any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a Lot when approved in advance by the ARC; provided, however, the foregoing does not prohibit the placement of a portable toilet unit on a Lot during the construction of improvements thereon. The architectural site plan shall indicate the location of such temporary structure and shall include drawings reflecting the appearance of same.

7.12 Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist, and the appearance of each Lot shall be maintained in a high quality condition at all times. The grass, flowers, shrubbery, and all other landscaping must be kept in an orderly fashion, and must be of a character and type approved by the ARC. In the event a Lot Owner fails to comply with this Section 7.12, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repairing any non-conformance or non-compliance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.12 shall constitute a lien against such Owner's Lot until all charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.13 Swimming Pools. Any swimming pool or hot tub to be constructed or placed on any Lot shall be constructed in the ground and subject to the requirements of the ARC, which shall include, but not limited to, the following:

i. Composition to be of material thoroughly tested and accepted by the industry for such

construction.

ii. Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, except by special permit from ARC.

iii. Landscape, pool, recreation and security lighting shall be designed as to not be an annoyance to the surrounding residents. Such lighting shall not be controlled by light sensitive switches. Time clock controls may be used but in no event shall such lighting (other than low level lighting) be permitted to be on after ten-thirty (10:30) p.m. Central Standard or Daylight Savings Time.

7.14 Driveway. All driveways and parking area shall have hard impervious, dustless surfaces, such as, concrete or brick. The design, materials and location of all driveways shall be approved in advance by the ARC.

7.15 Residential Use. All of the Lots in the Subdivision shall be used for residential purposes only. The term "residential purposes" is hereby and generally defined as single-family homes, and shall exclude all commercial and professional uses and among other things garage apartments, apartment houses, duplexes, and multi-family residences, profit or non-profit nursing homes, hospitals, daycare facilities, and other similar private or charitable enterprises, and any such usages of any property in the Subdivision are hereby expressly prohibited. Any building or other improvement erected on any Lot in the Subdivision shall be new, on-site construction.

7.16 Clotheslines. No clotheslines or outside drying area shall be located on any Lot.

7.17 Residence Graphics. The size and design of all signs, numbering for the Lot, and other such materials shall be approved by the ARC and shall display continuity and conformity throughout the Subdivision. Except in connection with the Subdivision and/or sales of property throughout the Subdivision by Declarant, no signs, billboards, advertisements or notices of any kind, including without limitation, "For Sale" or "For Rent" signs, shall be displayed for public view on any Lot without the prior written approval of the ARC, or except as may be required by legal proceedings, it being understood that the ARC will not grant permission for signs unless their erection is reasonably necessary to avert serious hardship to the Owner. If such permission is granted, the ARC reserves the right to restrict size, color, content and location of such signs(s). No sign shall be nailed or attached to any tree. The ARC shall have the right to adopt reasonable rules regarding signs to be used during construction of residence and other buildings, such as Owner identification, name of contractor or architect, etc.

7.18 Mailboxes. Any and all mailboxes erected or placed on any Lot in the Subdivision shall be only of the type, materials and colors specified and approved by the ARC, so as to achieve uniformity within each area of the Subdivision. In the event a Lot Owner fails to comply with this Section 7.18 in any manner, the Declarant, the Homeowners' Association, or the ARC (as the case may be), without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the Lot Owner shall immediately, upon demand, pay the Declarant, the Homeowners' Association, or the ARC (as the case may be) any and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Declarant,

the Homeowners' Association, and/or the ARC (as the case may be), in correcting or repairing any non-compliance or non-conformance. Any and all charges and administrative fees incurred by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be) pursuant to this Section 7.18 shall constitute a lien against such Owner's Lot until charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Declarant, the Homeowners' Association, and/or the ARC (as the case may be).

7.19 Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground of rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and except as required during trash collections, all containers shall be kept within the garage or a separate outside enclosure, which the ARC shall have previously approved.

7.20 Antenna and Other Rooftop Accessories. No radio, television or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere in the Subdivision or on the exterior of any residence (unless installed by the Declarant or the Homeowners'' Association), without prior written approval of the ARC.

7.21 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Subdivision by Owners shall be allowed, nor shall anything be done on any Lot which may become an annoyance or nuisance to the Subdivision or any area therein. No firearms, archery equipment, or other devices of a similar nature which may be classified as weapons, shall be operated or used on any lot in the Subdivision. No Owner shall commit or permit any immoral or illegal activity on or about the Subdivision, and no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Lot.

7.22 Manufactured Housing. No manufactured housing, mobile home, house trailer, modular housing, camper, recreational vehicle, trailer, tent or similar type of structure shall be placed or maintained upon any Lot in the Subdivision. No outbuilding, garage, pool house or similar structure which is placed upon any Lot in the Subdivision shall be used as a residence.

7.23 Boats, Trailers and Motor Vehicles. Except as specifically allowed and approved in advance by the Homeowners' Association, no commercial vehicle, boats, boat trailers, buses, house trailer, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles ("Nonpermitted Vehicles"), whether of a recreational nature or otherwise, with the exception only of four-wheel passenger automobiles and pickup trucks, shall be placed, parked or stored upon any Lot. The Homeowners' Association shall grant an Owner permission to bring on the property a Nonpermitted Vehicle owned by the Lot Owner. Upon showing written evidence of such approval at the entry, the Owner may bring such Nonpermitted Vehicle on the property and park it inside the approved garage. Vehicles of repairman, delivery men, moving vans, temporary guests or vehicles owned or leased by a member of the Owner's family may be parked on a curb side on the driveways and private parking areas of a Lot for no longer than eight (8) hours in a twenty-four (24) hour period. In no event shall any vehicles be allowed to block traffic flow. Furthermore, guests of an Owner, visiting for an extended period of time, may park their vehicles in the driveway and private parking areas of a Lot for the duration

of their stay. The Homeowners' Association shall have the right to authorize the towing of any vehicles which are in violation of these provisions, and to collect the cost thereof from Owners as an Individual Assessment.

7.24 Single-Family Occupancy. The residents of each Lot shall be limited to the members of one (1) family. For purposes of this section, "family" shall mean and refer to the group of persons, each of whom is related to each other member of the group through blood or marriage either as siblings or in direct line of ancestry or descent. This residency limitation shall not be construed to prohibit the temporary occupancy of a residence by nonfamily members for a period not exceeding thirty (30) consecutive days, provided that any such periods of occupancy of a single-family residence by nonfamily member shall not exceed the periods of occupancy solely by family members during any measured period of sixty (60) consecutive days.

7.25 Animals.

7.25.1 In General. No animals (including but not limited to horses, fowl, reptiles, insects, livestock or poultry) shall be kept within the Subdivision, except that domestic dogs, cats, birds, fish and other household pets may be kept as household pets within the Subdivision provided that they do not create a disturbance and provided that they are not kept, bred, or raised thereon for commercial purposes or in unreasonable quantities. Provided however, in no event shall any dog of the breed known as Pit Bull or American Pit Bull be kept within the Subdivision. As used in this Declaration "unreasonable quantities" shall be deemed to limit the number of dogs and cats to two (2) each, and no more than three (3) total; however any litter may be retained for a reasonable period. Notwithstanding the foregoing, no animal shall be allowed to run loose on the Common Area at any time. All Animals shall be confined to their Lot unless they are on a leash and are constrained and under the control of the animal's owner or keeper.

7.25.2 Vicious Animals. No domestic dogs shall be permitted within the Subdivision that are deemed by the Board of Directors of the Homeowner's Association to be vicious or potentially dangerous dogs. A dog shall be deemed "vicious" for purposes of this Section if, when unprovoked: 1) it has bitten a person (however, a dog may be vicious even though it is not proven to have bitten any person); 2) in an aggressive manner, it inflicts severe injury on or kills a human being; or 3) it is previously determined to be and currently listed as a potentially dangerous dog (as determined by the Board of Directors of the Homeowners' Association or local governmental authority) and, after its owner or keeper has been notified of this determination, it continues to engage in behavior deemed potentially dangerous. For purposes of determining if a dog is "vicious", "severe injury" means any physical injury to a human being that results in muscle tears, disfiguring lacerations, or requires multiple sutures or corrective or cosmetic surgery.

A dog shall be deemed "potentially dangerous" for purposes of this Section if, when unprovoked: 1) on two separate occasions within the prior 36-month period, it engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog; 2) if it bites a person causing a less "severe injury" than as defined above; or 3) on two separate occasions within the prior 36-month period, it has killed, seriously bitten, inflected injury, or otherwise caused injury attacking

a domestic animal off the property of the owner or keeper of the dog; or 4) the dog has run loose or, if leashed, was not under the control of a responsible adult on two occasions.

The Homeowners' Association shall have the right to cause a dog found to be in violation of any provision of this Section to be removed from the Subdivision; provided however, the Homeowners'' Association shall not be liable to any Lot Owner, invitee, or anyone occupying or visiting the Subdivision as a result of injury caused by an animal.

7.26 Sports Equipment. No basketball goal, soccer goal, volleyball net, trampoline or similar sports equipment shall be placed on any lot other than in the back yard thereof. Basketball goals, soccer goals, volleyball net(s), trampoline(s) or similar sports equipment are strictly prohibited from being placed in the front or side yard of any lot or on any driveway or street in the Subdivision.

7.27 On-Street Parking Prohibited. On-street parking is strictly prohibited unless expressly approved in advance by the Homeowners' Association; provided, however, this restriction shall not apply to the use of vehicles in the construction of any residential dwelling on any Lot in the Subdivision.

7.28 Setbacks. There shall be five (5) classifications of lots in the Subdivision – (i) Cottage lots, being of Lots 1 through 13; (ii) Traditional lots, being of Lots 14 through 15 and Lots 18 through 24; (iii) Side Yard lots, being of Lots 27 through 34; (iv) Rowhouse lots being of Lots 35 through 36 and Lots 81 – 84; (v) Estate Lots being of Lots 16 through 17 and Lots 25 through 26. The following setbacks shall apply to each respective lot classification:

Cottage Lots: For each Cottage lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Traditional Lots: For each Traditional lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Side Yard Lots: For each Side Yard lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Estate Lots: For each Estate lot in the Subdivision, the front setback shall be not less than fifteen (15) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Rowhouse Lots: For each Rowhouse lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than five (5) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

Townhouse Lots: For each Townhouse lot in the Subdivision, the front setback shall be not less than ten (10) feet from the front of property line of said lot, the side setback shall not be less than zero (0) feet from the side property line of said lot, and the rear setback shall not be less than (20) feet from the rear property line of said lot.

7.29 Garage Sales. No Garage Sale or other Residential Personal Property Sale shall be held or conducted anywhere within the Subdivision without the prior written consent of the Homeowners' Association which consent may be withheld for any reason. "Garage Sale or other Residential Personal Property Sale" shall mean all general sales conducted anywhere within the Subdivision for the purpose of disposing of personal property, including, but not limited to, all sales commonly referred to as "garage", "lawn", "yard", "attic", "porch", "room", "backyard", "patio", "flea marker", or "rummage" sale. The Homeowners' Association shall have the right to enact rules and regulations that govern times and places of Garage Sales or other Residential Personal Property Sales within the Subdivision, and the Homeowners' Association shall have the right to strictly prohibit all Garage Sales or other Residential Personal Property Sales within the Subdivision at all times.

7.30 Megan's Law Registrants. No person required to register with a designated registering agency pursuant to Miss. Code Ann. Section 45-33-25 (1) or any similar sex offender legislation ("Megan's Law Registrant"), may permanently or temporarily reside within the Subdivision, As used in this section "reside" means living in or possessing any portion of a Lot for more than 7 days out of any 30 consecutive-day period.

If, subsequent to the recording of this Declaration in the records of the Chancery Clerk's office of Rankin County, Mississippi, a Megan's Law Registrant resides within the Subdivision as a tenant, or under any other possessor's interest, the Lot Owner must immediately cause the person to vacate the Lot and, if the person does not vacate the Lot within 30 days of the date the Lot Owner was notified by the Association of the presence of a Megan's Law Registrant, then the Lot Owner will immediately commence eviction proceedings. If the Lot Owner fails to commence the eviction proceedings within 30 days following the date the Lot Owner is so notified by the Association, or if the notified Lot Owner fails to diligently pursue the eviction to conclusion, then the Association may act as attorney-in-fact for the Lot Owner and pursue the eviction action at the Lot Owner's cost and expense. If any action seeking eviction of a Megan's Law Registrant tenant does not result in a judgment of possession in favor of the Lot Owner, the Association may, but will not be obligated to, prosecute an appeal seeking the eviction of the tenant. In the event the Association obtains final judgment resulting in the eviction of the tenant, the Lot Owner will be responsible for all reasonable fees and costs of the Association in prosecuting the appeal.

Each Lot Owner hereby appoints the Association as the Lot Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the

proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to this provision of the Declaration. This power of attorney is expressly declared and acknowledged to run with the title of any and all Lots and will be binding upon the heirs, personal representatives, successors and assigns of the Lot Owner.

Any Lot Owner who, by virtue of residing in a Lot, has been notified by the Association that he is in violation of this provision must vacate the Lot within 90 days of receipt of the Association's notice. If the Lot Owner fails to vacate the Lot within 90 days, the Association may, in addition to all other remedies available to the Association, purchase the Lot at a purchase price equal to eighty percent of the average of two independent appraisals to be obtained by the Association, less the Association's anticipated costs of selling the Lot, including, without limitation, brokerage fees, of not more than seven percent (7%) of the appraisal value, the cost of the appraisal, the realty transfer tax (based on the appraised value), and other customary and incidental selling costs not in excess of one percent (1%) of the appraised value.

The Association will not be liable to any Lot Owner or anyone occupying or visiting the Subdivision as the result of the Association's failure to dispossess a Megan's Law Registrant.

ARTICLE VIII.
GENERAL PROVISIONS

8.1 Subdivision to Comply With Existing Applicable Law. The Subdivision and all Improvements to be located therein shall be constructed in compliance with the applicable zoning, storm water, and development construction ordinances duly adopted by the City of Brandon, Rankin County, Mississippi as existing on the date of filing of this Declaration. Notwithstanding anything to the contrary contained in this Article or in this Declaration, this Section 8.1 may not be amended at any time subsequent to the recording of this Declaration in the records of the Chancery Clerk of Rankin County, Mississippi.

8.2 Assignment. Any or all or the rights, powers, and obligations, easements and estate reserved by or granted to the Declarant or the Homeowners' Association may be assigned by the Declarant or the Homeowners' Association as the case may be. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or Association. After such assignment, Declarant and /or the Homeowners' Association shall be relieved and release of all obligation with respect to such rights, powers, obligations, casements or estates.

8.3 Amendment. Except as provided in Sections 6.1 and 8.1 hereof, this Declaration may be amended upon the recordation of an appropriate instrument in the Rankin County Chancery Clerk's office, subject however, to the following provisions:

i. By Owners. Except as provided herein below, an amendment initiated by any party other than Declarant must obtain the approval of at least sixty-five percent (65%) of

the votes of Members; provided, however, that for as long as Declarant owns any property in the Subdivision, all amendments must include the express written consent of the Declarant.

ii. By Declarant. This Declaration may be amended by the Declarant at any time so long as Declarant owns any property within the Traditional Neighborhood Development and upon obtaining written consent of the governing authority of the City of Brandon, Mississippi.

iii. Duration of Amendments. Any duly adopted amendment to this Declaration shall run with and bind the property within the Subdivision for the same period and to the same extent as to the covenants and restrictions set forth herein.

8.4 Duration of Declaration. All of the covenants, restrictions, and other provisions of this Declaration shall run with and bind the property within the Subdivision for an initial term of twenty-five (25) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least sixty-five percent (65%) of the votes of the Members then existing, has been recorded, agreeing to change or terminate these covenants and restrictions.

8.5 Covenants Running with the Property. All of the provisions herein shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the Declarant, the Homeowners' Association, the ARC, the Owners of the Lots, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such lot owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained herein.

8.6 Enforcement.

8.6.1 By Suit. If any Lot Owner or other person subject to these covenants shall violate or attempt to violate any of these covenants or provisions herein, the Declarant, or its successors and assigns, the Homeowners' Association, ARC, or any other person for whose benefit these covenants are made, shall have the right to prosecute any proceeding at law or in equity against the person, persons ot entity violating or attempting to violate any such covenant. In such event, the Lot Owner causing or permitting the violation of these covenants shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce said covenants, including attorneys fees incurred on appeals, the amount of same to be fixed by the Court but in no event shall the attorney fees awarded be less than the actual number of hours of professional services rendered multiplied by the customary hourly rate for legal services in the community. Costs shall include all filing fees, process fees, expert fees, deposition fees and other customary costs associated with litigation. The amount of attorney fees awarded, court costs and other expenses allowed and assessed by the Court shall become a lien on the land of the violator which lien shall be subject to foreclosure in the action brought to enforce these covenants. All of the terms, covenants, and provisions set forth and contained herein shall be specifically enforceable.

8.6.2 By Power of Sale. The Declarant, the Homeowners' Association and/or the ARC is expressly given the power of sale to enforce any assessments and/or liens against the Lots and/or Owners of Lots in the Subdivision or as otherwise provided for herein.

8.7 Notice to Declarant. Any notice required or permitted to be given by this Declaration to the Declarant shall be given in writing by personal delivery or by certified mail addressed: 125 South Congress St., STE: 1308, Jackson, Mississippi 39201. Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter until changed by like notice, shall be the address of such party for all purposes of this Declaration.

8.8 Plats. In addition to this Declaration and any subsequent declarations and amendments, the Subdivision shall be subject to the additional covenants, restrictions, reservations and other terms and provisions as set forth in the plats of portions of the Traditional Neighborhood Development, which are recorded or to be recorded in the Chancery Clerk's office of Rankin County. Further, each Owner must abide by all applicable laws, regulations and ordinances of the federal government, the City of Brandon, the Rankin County and the State of Mississippi.

8.9 Other Provisions. The Declarant and the Homeowners' Association reserve the right and authority to promulgate and enforce safety and welfare rules and regulations in the Subdivision The Declarant, its officers, directors, owners, members, employees, affiliates, successors or assigns assume no responsibility or liability for any accidents, illness, drowning, or any damages of any kind or character occurring or suffered by any person in the Subdivision. Notwithstanding anything herein to the contrary, any Lot or portion thereof may be temporarily used by the Declarant for the purpose of laying out and constructing streets in the Subdivision without being liable to any Lot Owner for damages in connection therewith.

8.10 Gender and Number. The use of the singular herein include the plural, and the use of any gender shall include all genders.

8.11 Severability. Invalidation of any of the covenants or restrictions contained herein by judgment of court order shall in no way affect any other provision hereof, which shall remain in full force and effect

8.12 Captions. The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

8.13 Effective Date. This Declaration shall become effective upon its recordation in the office of the Chancery Clerk of Rankin County, Mississippi.

ARTICLE IX
LEASE AND RENTALS

9.01 Cap on Leases and Rentals in Single Phases of Hyde Park Subdivision. Not more than 25% of the gross total number of single family residential units within this Phase of Hyde Park Subdivision, or any other single phase of Hyde Park platted hereafter, may be rented for any reason. For any lease, no part or portion of a Lot or dwelling (as distinguished from the entire Lot or dwelling) shall be leased for any period. The entire dwelling and all the improvements on the Lots must be leased and then only for a minimum term of twelve (12) months, except as otherwise provided herein. Any owner or tenant of any lot or dwelling who shall lease or rent such lot or dwelling shall promptly following execution of a lease agreement, or upon the request in writing of the Board of Directors of the Homeowners' Association, forward a conformed copy of such rental agreement to the Board of Directors of the Homeowners' Association and an additional conformed copy to the Management Agent of the Homeowners' Association, if any.

9.02 Time Sharing Prohibited. No Lots or dwellings shall be leased or rented under any time-sharing, time interval, or right-to-use programs.

9.03 Association Approval of Leases and Rental Agreements Required. Any and all lease agreements shall be in writing and must be submitted to the Homeowners' Association. Any such agreements shall contain, or shall be deemed to contain, a provision to the effect that the rights of the tenant to use and occupy the dwelling shall be subject and subordinate in all respects to the provisions of this Declaration to the Bylaws of the Homeowners' Association and to such reasonable Neighborhood Rules as the Board of Directors from time to time may duly adopt and promulgate among the Members. Such lease agreement shall further provide that any failure by the tenant to comply with any of the same shall be a default under the lease agreement.

9.04 Residential Home Builders. Residential Home Builders that own a Lot are granted an allowance for "cover leases" within the first 36 months after the issuance of certificate of occupancy is issued for a residential home within Hyde Park Subdivision for up to 36 months. By the terms hereof, a "cover lease" is a lease by the Residential Home Builder to enable them to place its newly-built residential homes within Hyde Park Subdivision for lease to provide "cover" for the Residential Home Builder if the house is on the market for a greater than anticipated or expected period of time before sale.

9.05 Lease Purchase Exception. Notwithstanding any provision to the contrary herein, an allowance or exception to this Article IX is granted for true lease-purchases, whereby the purchaser and owner are required to close on the purchase of the Lot and dwelling house within a certain set period of time, not to exceed three years after the inception of the lease-purchase agreement, and at least 5% of each lease payment is applied as a credit against the purchase price, and the lessee, in addition to lessor, is liable for compliance.

9.06 Immediate Family Exception. The prohibitions of this Article IX shall not be interpreted or construed to prevent the use and occupancy of a dwelling by a member of an

Owner's immediate family, related by blood or marriage, during a term of limited duration when the Owner is away for an extended period of time but is expected to return.

9.07 Article IX Amendment Prohibition. The provisions for amendment of this Declaration notwithstanding, this Article IX, Sections 9.01 – 9.07 may be amended by the Declarant in accordance with these covenants, however they may not be amended without the written consent of the governing authority of the City of Brandon, Mississippi."

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this the 6th day of FEBRUARY, 2025.

HEARTLAND DEVELOPMENT COMPANY, LLC

By: Edwin Sallis
Edwin Sallis, Vice President

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the within named Edwin Sallis, who acknowledged to me that he is the Vice President of HEARTLAND DEVELOPMEN COMPANY, LLC, and who acknowledged that he signed and delivered the above and foregoing instrument on the date and year therein mentioned, for and on behalf of said corporation after first having been duly authorized so to do.

GIVEN under my hand and official seal, this the 6 day of February, 2025.

Tanya Walbrun
NOTARY PUBLIC

My Commission Expires:
12/8/2028

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 22496 TANYA WALBRUN Commission Expires Dec. 8, 2028 RANKIN COUNTY

Exhibit 1

A tract or parcel of land containing **13.84 acres**, more or less, lying and being situated in the Northwest ¼ of Section 27, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

Beginning at a found ¼ inch iron pin marking the Southwest corner of the Yelverton property as recorded in Deed Book 2007, Pages 7033-7034 in the Office of the Chancery Clerk of Rankin County and being 1,769.63 feet, South 1 degrees 59 minutes 42 seconds East of a found 2 inch iron bar marking the Northwest corner of said Section 27; run thence

North 88 degrees 32 minutes 23 seconds East along the South line of said Yelverton property for a distance of 910.71 feet to a found ¼ inch iron pin marking the Southeast corner of said Yelverton property; thence

South 00 degrees 27 minutes 37 seconds West for a distance of 107.34 feet to a set ½ inch iron pin; thence

North 85 degrees 07 minutes 33 seconds East for a distance of 26.11 feet to a set ½ inch iron pin; thence

South 51 degrees 51 minutes 20 seconds East for a distance of 22.40 feet to a set ½ inch iron pin; thence

North 88 degrees 32 minutes 23 seconds East for a distance of 77.30 feet to a set ½ inch iron pin; thence

North 44 degrees 17 minutes 55 seconds East for a distance of 21.49 feet to a set ½ inch iron pin; thence

North 85 degrees 24 minutes 51 seconds East for a distance of 50.16 feet to a set ½ inch iron pin; thence

South 00 degrees 03 minutes 28 seconds West for a distance of 56.74 feet to a set ½ inch iron pin; thence

Southeasterly along the arc of a curve to the left for a distance of 23.50 feet, said curve having a radius of 15.00 feet, and a deflection angle of 89 degrees 46 minutes 28 seconds, (chord bearing and distance, South 44 degrees 49 minutes 46 seconds East, 21.17 feet) to a set ½ inch iron pin; thence

South 89 degrees 43 minutes East for a distance of 71.24 feet to a set ½ inch iron pin; thence

Northeasterly along the arc of a curve to the left for a distance of 21.23 feet, said curve having a radius of 13.50 feet, and a deflection angle of 90 degrees 05 minutes 32 seconds, (chord bearing and distance, North 45 degrees 14 minutes 14 seconds East, 19.11 feet) to a set ½ inch iron pin; thence

North 88 degrees 35 minutes 23 seconds East for a distance of 50.02 feet to a set ½ inch iron pin; thence

South 44 degrees 46 minutes 58 seconds East for a distance of 21.24 feet to a set ½ inch iron pin; thence

South 15 degrees 22 minutes 13 seconds West for a distance of 51.79 feet to a set ½ inch iron pin; thence

South 45 degrees 17 minutes West for a distance of 19.09 feet to a set ½ inch iron pin; thence

North 89 degrees 43 minutes West for a distance of 26.00 feet to a set ½ inch iron pin; thence

South 00 degrees 17 minutes West for a distance of 15.79 feet to a set ½ inch iron pin; thence

Southeasterly along the arc of a curve to the left for a distance of 162.30 feet, said curve having a radius of 103.00 feet, and a deflection angle of 90 degrees 17 minutes, (chord bearing and distance, South 44 degrees 51 minutes 30 seconds East, 146.02 feet) to a set ½ inch iron pin; thence

East for a distance of 444.10 feet to a set ½ inch iron pin; thence

South 45 degrees 27 minutes 33 seconds East for a distance of 19.24 feet to a set ½ inch iron pin; thence

South 00 degrees 45 minutes 52 seconds East for a distance of 259.51 feet to a set ½ inch iron pin; thence

Southwesterly along the arc of a curve to the right for a distance of 79.06 feet, said curve having a radius of 50.00 feet, and a deflection angle of 90 degrees 35 minutes 28 seconds, (chord bearing and distance, South 44 degrees 31 minutes 52 seconds West, 71.07 feet) to a set ½ inch iron pin; thence

South 89 degrees 49 minutes 36 seconds West for a distance of 140.74 feet to a set ½ inch iron pin; thence

Northwesterly along the arc of a curve to the right for a distance of 30.77 feet, said curve having a radius of 25.00 feet, and a deflection angle of 70 degrees 31 minutes 44

seconds, (chord bearing and distance, North 54 degrees 54 minutes 32 seconds West, 28.87 feet) to a set ½ inch iron pin; thence

Northwesterly along the arc of a curve to the left for a distance of 56.36 feet, said curve having a radius of 50.00 feet, and a deflection angle of 64 degrees 34 minutes 55 seconds, (chord bearing and distance, North 51 degrees 56 minutes 08 seconds West, 53.42 feet) to a set ½ inch iron pin; thence

North 9 degrees 01 minutes 11 seconds West for a distance of 118.60 feet to a set ½ inch iron pin; thence

North 89 degrees 44 minutes 02 seconds West for a distance of 155.66 feet to a set ½ inch iron pin marking the East line of the Puckett property as recorded in Deed Book 2018, Page 20752 in the Office of the Chancery Clerk of Rankin County; thence

North 00 degrees 15 minutes 58 seconds East along said East line of the Puckett property for a distance of 12.14 feet to a found ½ inch iron pin; thence

North 1 degree 49 minutes 34 seconds West along said East line of the Puckett property for a distance of 128.25 feet to a set ½ inch iron pin marking the Northeast corner of said Puckett property; thence

Continue Westerly along the North line of said Puckett property as follows:

North 76 degrees 49 minutes 25 seconds West for a distance of 67.87 feet to a set ½ inch iron pin; thence

North 82 degrees 43 minutes 57 seconds West for a distance of 224.84 feet to a set ½ inch iron pin; thence

North 88 degrees 22 minutes 06 seconds West for a distance of 175.07 feet to a found ¼ inch iron pin; thence

Leaving said North line of the Puckett property; run thence

South 1 degree 40 minutes 42 seconds East along the West line of said Puckett property for a distance of 168.57 feet to a found ½ inch iron pin; thence

South 89 degrees 19 minutes 14 seconds West along the North line of said Puckett property for a distance of 234.31 feet to a found ½ inch iron pin (Capped) marking the Northeast corner of the Coleman property as recorded in Deed Book 2018, Pages 23840-23842 in the Office of the Chancery Clerk of Rankin County; thence

South 89 degrees 22 minutes 02 seconds West along the North line of said Coleman property for a distance of 137.06 feet to a found ½ inch iron pin marking the Northeast

corner of the Moore property as recorded in Deed Book 2021, Page 25842 in the Office of the Chancery Clerk of Rankin County; thence

South 88 degrees 51 minutes 37 seconds West along the North line of said Moore property for a distance of 487.40 feet to a found ½ inch iron pin marking the Northwest corner of said Moore property and the East right of way of Star Road; thence

North 2 degrees 13 minutes 32 seconds West along said East right of way of Star Road for a distance of 479.72 feet to the **Point of Beginning**.

Prepared by:
Benchmark Engineering and Surveying, LLC
101 Highpointe Court, Suite B
Brandon, MS 39042

(601) 591-1077 Office
(601) 591-0711 Fax
Email: mlove@benchmarkms.net

Rankin County, MS
Chancery Clerk
Receipt # 201933382
Receipt Date 02/07/2025

Ref: WALK IN CUSTOMER

Account Balance: 0.00

Tran: 226401 - 32

1 Covenants
BK:2025 PG:2319

Covenants		50.00
Page Fee	49.00	
Recording Fees	1.00	
Total:		50.00
CHECK		50.00
Total Tendered:		50.00

Thank you and have a NICE day!
MARK S. SCARBOROUGH - CHANC

Printed: 02/07/2025 2:48 pm