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INDEXING INSTRUCTIONS: Lots 27 to 36, THE WOODLANDS, PHASE II, and the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 1, Township 8 North, Range 11 West, Second Judicial District, Jones County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF JONES
SECOND JUDICIAL DISTRICT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THE WOODLANDS, PHASE II

Grantor: **SOUTHLAND DEVELOPMENT LLC**, a Mississippi Limited Liability Company
Mailing Address: 131 North 15th Avenue
Telephone: (601) 498-0110

Grantee: **TO WHOM IT MAY CONCERN**

STATE OF MISSISSIPPI

COUNTY OF JONES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 5th day of July, A.D., 2023, by **SOUTHLAND DEVELOPMENT LLC, a Mississippi Limited Liability Company,** (hereinafter referred to as Declarant);

WHEREAS, Declarant is the owner of certain real property situated in Jones County, Mississippi, more particularly described as:

THE WOODLANDS, PHASE II (see attached survey with legal description)

Which has been filed with the Chancery Clerk of Jones County, Mississippi, and is recorded on Page 83, Cabinet B, of the Plat Records of said County and State. Declarant desires to expend, create and develop PHASE II of THE WOODLANDS, as reference in the Covenants, Conditions and Restrictions of said Subdivisions, filed April 2, 2018 as Instrument No. 21801780, into a residential community; hereinafter referred to as the "Property"and PHASE II shall now be considered the second Phase of the original THE WOODLANDS, and as such all property described as PHASE II and as reflected on the Official Plat filed, will be subject to the same said Covenants, Conditions and Restrictions and as herein described.
WHEREAS, Declarant desires to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designated by the Owners and, to this end, desires to subject property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and WHEREAS, the primary purpose of these covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing and functionally convenient, Declarant has deemed it desirable for the efficient preservation of the values in said community, to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collection and disbursing the assessment and charges hereinafter created; and
NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in the Declaration or any supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) **"Assessments"** shall mean a lot owner's share of the common expenses from time to time assessed such lot owner by the Association. Assessment or Assessments refer to annual, replacement of special assessment or any combination thereof.

(b) **"Association"** shall mean and refer to **The Woodlands Property Owners Association**, a non- profit association established for the purpose of affecting the intents and objectives herein set forth, its successors and assigns.

(c) **"Board of Directors"** or the "Board" shall mean and refer to the Board of Directors of the Association.

(d) **"Bylaws"** shall mean the bylaws of the Association, as they exist from time to time.

(e) **"Common Area"** shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be all of the property less and except all platted and numbered lots and streets as shown on the

subdivision plats of **THE WOODLANDS, PHASE II**, on file and of record in the office of the Chancery Clerk of Jones County, Mississippi.

(f) **"Declarant"** shall mean and refer to **SOUTHLAND DEVELOPMENT LLC, a Mississippi Limited Liability Company**, its successors and assigns.

(g) **"Declaration"** shall mean this instrument as it is from time to time amended.

(h) **"Dwelling"** shall mean a residential dwelling house.

(i) **"Green Space"** shall mean certain portions of the Common Area which are designated to be maintained in its natural condition so that the natural, scenic, and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at **THE WOODLANDS, PHASE II** may be maintained and enhanced. Such areas are designated as such on the recorded plat. Any Green Space could be used as common ground.

(j) **"Invitees"** shall mean an owner's tenants, guests, patrons' employees or other guests or invitees.

(k) **"Lot"** shall mean and refer to any plot of tract of land shown upon the recorded subdivision map of plat of the Property, exclusive of the Common Area, which is designated as a lot therein and which is, or will be improved with a residential dwelling.

(l) **"Member"** shall mean and refer to each owner as provided in Article III.

(m) **"Mortgage"** shall mean a bank, savings and loan association, insurance company, Mortgage Company, real estate investment trust, recognized institutional type lender of its loan correspondent, agency of the United States government, Federal National Mortgage Association, Home Loan Mortgage Corporation or individuals, which is the holder of a Recorded First Mortgage.

(n) **"Owner"** or **"Property Owner"** shall mean and refer to the recorded owner, whether one or more persons or entities of a fee or undivided fee interest in any Lot which is part of the Properties, including contract sellers, but excluding those persons or entities who hold an interest merely as security for performance of an obligation.

(o) **"Person"** shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, including Declarant.

(p) **"Property"** or **"Properties"** shall mean and refer to the real property now or hereafter made subject to this Declaration.

(q) **"Recorded First Mortgage"** shall be deemed to mean a mortgage of deed of trust properly recorded in the office of the Chancery Clerk of Jones County, Mississippi, or other public office designated by the statutes and laws of the State of Mississippi for the recording of mortgages in Jones County, Mississippi, the lien of which is prior, paramount, and superior to the lien of all other mortgages and deeds of trust.

ARTICLE II
PROPERTY RIGHTS

SECTION 1 OWNERS' EASEMENT OF ENJOYMENT

Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any common facilities, constructed by the **Property Owners Association**, situated upon the property by the Members and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member; and

(b) The right of the Association to suspend any Member's voting rights and any Member's right to use the Common Areas and community facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not exceeding sixty (60) days for any infraction of any of the published rules and regulations of the Association; and

(c) The right of the Association and of Declarant to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such

conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds (2/3rds) of each class of then Members of the Association consent to such dedication, transfer, purpose and conditions, at a special meeting of the Members duly called for such purpose or an instrument agreeing to such dedication of transfer signed by two-thirds (2/3rds) of each class of Members has been recorded; and

(d) The right of the Association, in accordance with its Chapter of Incorporation and By-laws, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any Common Areas and community, provided, however, that no such borrowing shall be done and no mortgage shall be executed unless and until same has been approved by the vote of at least two-thirds (2/3rds) of each Class; and

(e) The right of the Association to take such steps as are reasonably necessary to protect the Property of the Association against mortgage defaults and foreclosure; provided, however, that any such steps are in conformity with other provisions of this Declaration; and

(f) The right of the Association to adopt reasonable rates respecting use of the Common Areas and to reasonably limit the number of guest members and guests who may use any areas on the Property; and

(g) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Developers or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the number to the use and enjoyment of the Common Area and community facilities; and

(h) The right of the Association, acting by and through its Board of Directors, to open all Common Areas, or portions thereof, to a wider group of persons, all for such purposes and on such bases as the Board of Directors may from time to time consider appropriate; and

(i) The rights of the Owners of Lots to perpetual easements over and upon any of the Common Areas for such portions of their dwellings that may overhang or otherwise encroach upon any of the Common Areas , for support, for the purpose of necessary repairs and maintenance, for maintenance and reasonable appurtenances to the dwellings, and for reasonable ingress and egress to and from any dwelling through and over the Common Areas and

(j) The right of each Member to use the streets, roadways, and vehicular parking areas situated upon Common Areas ; provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas ; and

(k) The right to dedicate or grant Jones County or such other governmental authority having jurisdiction over the Property, the streets and right-of-ways as shown on the recorded plat of **THE WOODLANDS, PHASE II** and all phases and/or additions thereto as annexed pursuant to the provisions of this Declaration. In the event that said street and right-of-ways have not been dedicated to Jones County or the governmental authority having jurisdiction over the Property of the Association shall have the right to dedicate said streets and right-of-ways to such governmental authority at such time that such authority will accept the dedication thereof and agree to maintain the streets and right-of-ways as public streets.

SECTION 2 RIGHTS NOT SUBJECT TO SUSPENSION

Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in sub-paragraphs (i) and (j) of SECTION 1 of this Article II for any reason whatsoever.

SECTION 3 DELEGATION OF USE

Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family who reside permanently with him, his tenants, and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1 MEMBERSHIP

The Members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or hereafter becomes, an Owner of record of the title to a Lot. The expression "owner of record of the title to Lot" shall include a contract seller of any such Lot, but shall not include any persons who own such title solely as security for the performance of an obligation of payment of debt.

(b) The Association shall have two classes of voting membership.

CLASS A Membership

Class A Member(s) shall be all Members with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B Membership

Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Lot owned except as restricted under SECTION 2 hereof. When the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership. Notwithstanding the foregoing, five years from the date of the conveyance of a Lot to a Purchaser, all Class B membership shall cease and be converted into Class A membership.

SECTION 2 VOTING RIGHTS

Each member shall have one (1) vote in the election of each officer of the Association. For all other purposes, the voting rights of the Members shall be by class of membership, and shall be as follows, to-wit:

(a) **CLASS A MEMBERS** Each person, or other than persons herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A Member of the Association, Class A Members shall be entitled to one (1) vote for each Lot owned.

(b) **CLASS B MEMBERS** Each of the persons herein defined as "Declarant", and the nominee or nominees, if any, of each such person, shall be Class B members of the Association. Class B Members shall be entitled to three (3) votes for each Lot owned.

SECTION 3 MEMBERSHIPS APPURTENANT TO REAL PROPERTY

In every case, the membership of both Class A and Class B Members shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

SECTION 4 TERMINATIONS AND THE REINSTATEMENT OF CLASS B MEMBERS

If on any one (1) or more occasions all Class B memberships should be terminated, and if after any such termination any one (1) or more of the Declarants, by annexation to the property in accordance with the Declaration, should add additional property to the property heretofore subject to the Declaration, then on each such occasion the status of the Declarants as Class B Members shall be fully reinstated, and following each such occasion the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members until such time as the total votes outstanding of Class A and Class B Members resulting from the newly added property has been equalized. At such time,

the Class B membership resulting from such addition shall cease and be converted to Class A membership. Following each such reinstatement of the Class B membership, and for so long thereafter as the Class B memberships shall continue to exist, the Declarants, and the nominee or nominees, if any, of the Declarants, shall have all rights and powers of Class B membership, as herein prescribed.

SECTION 5 OTHER VOTING PROVISIONS

If the fee titles to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one (1) of the fee Owners thereof, unless the other Owner or Owners of such fee title object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.

In any event; If a quorum cannot be obtained in either of the called meetings, as outlined above, then the Board of Directors shall have the authority to vote on such actions on behalf of the members of the Association.

ARTICLE IV
COVENANTS FOR ASSESSMENTS

SECTION 1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Declarant, for each Lot owned by him within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefore, whether or not is shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association:

(i) Annual maintenance assessments or charges for purposes set forth in ARTICLE IV, SECTION2;
(ii) Special assessments for capital improvements as set forth in ARTICLE IV, SECTION 4 such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special individual assessments together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the owner of such property at the time when the assessment fell due.

SECTION 2 PURPOSE OF ASSESSMENTS

The assessment levies by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and particular for the improvements and maintenance of the Common Areas; and for paying the cost of labor, equipment (including the expenses of leasing any equipment) and materials required for, and management and supervision of the Common Area, including but in no way limited to the following:

(a) The amount of all operating expenses for operation the Common Areas and furnishing the services furnished to or in connection with the Common Areas, including charges by the Association for any services furnished by it: and
(b) The cost of necessary management and administration of the Common Areas, including fees Paid to any managing agents; and
(c) The amount of all taxes and assessments levied against the Common Areas; and (d) The cost of fire and extended coverage and liability insurance on the Common Areas and the cost of such other insurance as the Association may place in force with respect to in Common Areas; and
(e) The cost of garbage and trash collections to the extent provided by the Association, and of utilities and other services which may be provided by the Association, whether for the Common Areas or for the Lots, or both; and
(f) The cost of maintaining, replacing, repairing and landscaping the Common Areas (including, without limitation, the cost of maintaining, replacing and repairing the sidewalks, streets, other than those accepted by Jones County, Mississippi for maintenance) and open areas in

the Property, and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) The cost of funding all reserves established by the Association, including, when appropriate, a general operating and a reserve for replacement.

SECTION 3 MAXIMUM ANNUAL ASSESSMENT

Until January 1st of the year immediately following the conveyance of the first Lot of said Phase II to an owner, the minimum annual assessment shall be determined once all yearly cost can be determined per Lot. The annual assessment will be based on the annual cost obligations. There shall be an additional, one time assessment of fifty dollars ($50.00) due at the time of the first annual assessment. The **Board of Directors** will have the authority to establish future increases.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more that five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rds) of each Class of members who voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment allowed.

(d) The Declarant shall be exempt from payment of any annual or special assessment.

SECTION 4 SPECIAL ASSESSMENTS

(a) Special Assessments for Capital Improvements

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

(b) Special Assessments for Work Performed by Declarant or the Association

The Association is hereby authorized to assess any Lot for cost of all work or activity performed on any such Lot pursuant to **ARTICLE X, SECTION 15.**

SECTION 5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER ARTICLE IV SECTIONS 3 AND 4

Written notice of any meeting called for the purpose of taking any action authorized under Article IV Section 3 and 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum in not present, another meeting may be called subject to the same notice requirement, and the requires quorum at the subsequent meeting shall be one-half (1/2)of the required quorum at the preceding meeting no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. **If a quorum cannot be obtained in either of the called meetings, as outlined above, then the Board of Directors shall have the authority to vote on such actions on behalf of the members of the Associations.**

SECTION 6 UNIFORM RATE OF ANNUAL AND SPECIAL ASSESSMENTS

Both annual and special assessments for capital improvements must be fixed at a uniform rate for all Lots and shall be payable as set forth in SECTION 7 (and if their interest be affected, the Federal National Mortgage Association, Federal Housing Administration and the Veterans Administration) have given prior written approval, the Board of Directors of the Association shall not change the pro

rata interest or obligations of any Lots (or Owner thereof) for the purpose of levying annual and special capital assessments and charges. The Association may add to the assessments to an individual Lot Owner such additional maintenance expenses as may be required to care for such Owner's yard to the extent the extra expense is due to special or extraordinary landscaping beyond that which is normal among the other Owners.

SECTION 7 DATE OF COMMENCEMENT OF ASSOCIATION DUE DATE

The annual assessments provided for herein shall commence on the date of title transfer. The first assessment shall be prorated as of the date of title transfer, and annual assessments shall be due on January 1st of each year thereafter.

SECTION 8 DUTIES OF THE BOARD OF DIRECTORS WITH RESPECT TO ASSESSMENT

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of said certificate.

SECTION 9 EFFECT OF NONPAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION

(a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personlrepresentation and demand the full payment thereof. The obligation of the then existing Owner to pay each assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessment shall be unaffected by any sale of assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

(b) The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days, pursuant to ARTICLE XIII, SECTION 7 of the Declaration.

(c) If any assessment or any party thereof is not paid within forty (40) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum interest rate per annum which can be charged to individuals and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereof after giving Notice to the holder of any Recorded First Mortgage as set out in ARTICLE XIII. There shall be added to the amount of such assessment the costs preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action and/or all costs of foreclosure including a reasonable attorney's fee.

SECTION 10 RESERVES AND REPLACEMENTS

The Association shall establish and maintain a reserve fund for replacement/repair/maintenance of the Common Area and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into said fund shall be conclusively deemed to be a common expense of the Association, and all such amounts may be deposited in any banking institution, or, in the discretion of the Board of Directors, may be invested in obligations fully guaranteed as to principal by the United States of America. The reserve for replacements is for the purpose of affecting the replacement of the Common Areas and community facilities, for major repairs to any sidewalk, parking areas, streets or roadways of the Property, for such equipment replacement, and for startup expense and operating contingencies of a nonrecurring nature related to the Common Areas. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider necessary or appropriate. The proportional interest of each Member in any such reserves shall be considered an appurtenance to his Lot, and shall not be withdrawn, assigned or transferred separately from or otherwise than as an appurtenance to the Lot to which in appertains, and shall be deemed to be transferred with such Lot.

SECTION 11 SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessment provided herein shall be subordinate to the lien of any Recorded First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner from liability for any assessments thereafter becoming due for the lien thereof.

SECTION 12 EXEMPT PROPERTIES

The following Property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.
(b) All areas un-platted or reserved by the Declarant on the recorded plat of the Property.

ARTICLE V
GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1 POWERS AND DUTIES

The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law of by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the Members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, up keep and surveillance of the Common Areas and services in a manner consistent with law and the provisions of the By-Laws and this Declaration; and
(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the Members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-Laws and the Declaration; and
(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and
(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas by the Members and others, all of which rules, regulations, restrictions and

requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds or assessment credits if and when the funds derive from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the fiscal year; and

(f) To purchase insurance upon the Common Areas in a manner provided for in the By-Law and the Declaration; and

(g) To repair, restore or reconstruct all of any part of the Common Areas after any casualty loss in a manner consistent with law and provisions of the By-Laws and this Declaration and otherwise improve the Common Areas; and

(h) To lease and to grant licenses, easements, right-of-way, and other rights of use in all or any part of the Common Areas; and

(i) To purchase Lots and so lease, mortgage or convey the same, subject to the provisions of the By-Laws and this Declaration; and

(j) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewed by mutual agreement of the parties for successive one-year periods.

ARTICLE VI
INSURANCE

(a) The Association shall obtain comprehensive public liability insurance in such limits, form, and companies, as the Board shall deem advisable to adequately insure the Common Areas and protect the Owners from and against liability in connection with the Common Areas.

(b) All costs, charges and premiums for all insurance authorized by the Board as provided herein shall be a common expense of all Owners and a part of the assessment.

(c) Each Owner shall keep his residence insured at all times for its full replacement value against losses due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each Owner shall promptly repair or rebuild his Lot from the insurance proceeds. Repair or reconstruction of the improvements as used here shall mean restoring the improvements to substantially the same condition that existed prior to the damage.

(d) Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport or parking space, including decorations, furnishings and personal property stored elsewhere on the Properties; and for his personal liability not covered by the liability insurance for all Owners obtained as a part of the common expense.

ARTICLE VII
AD VALOREM PROPERTY TAXES

Each Owner shall be responsible for and promptly pay ad valorem taxes on his Lot. The Association shall pay the ad valorem taxes on the Common Areas.

ARTICLE VIII
ARCHITECTURAL CONTROL

SECTION 1 ARCHITECTURAL REVIEW

(a) No building, fence, wall, or other structure shall be commenced, erected, placed, altered, or maintained upon the Property, nor shall any exterior addition to or change alteration therein be made until the proposed plans, including a plot plan showing the proposed location of such building or structure, drives and parking areas, and specifications showing the nature, kind, shape, height, materials, exterior color of finish, landscape plan, and construction schedule shall have been submitted to and approved in writing by the Board, or by an architectural sub-committee. The Architectural Review Committee shall be composed of three (3) or more representatives appointed by the Board of Directors. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Architectural Review Committee or the Board of Directors.

(b) Two (2) copies of all plans and related data shall be furnished to the Architectural Review Committee. One copy shall be retained by the committee and the other copy shall be retained by the Property Owner or builder marked "Approved" or "Disapproved". Approval shall be **signed and dated by the Architectural Review Committee** and shall not be effective for construction commenced more than six (6) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(c) No approval of plans and specifications, and no publication or architectural standards bulletin shall ever be constructed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be constructed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The Board or Committee may require payment of a cash fee, as established from time to time by the Board, to partially compensate for the expense of reviewing plans, at the time they are submitted for review. This paragraph shall not apply to any Property utilized by a governmental agency or institution.

(d) Refusal of approval of plans, specification, or location may be based by the Architectural Review Committee upon any ground, including purely aesthetic consideration, so long as they are not arbitrary and capricious. Neither the Board or the Architectural Review Committee shall be liable to a Property Owner or to any other person on account of any claim, liability or expense suffered or incurred by or threatened against a Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which much be obtained from the Architectural Review Committee or public authorities whether given, granted or withheld.

(e) The Declarant, including its members and their companies, shall be exempt from complying with the requirements to have in plans approved by the Architectural Review Committee.

SECTION 2 BUILDING SIZED AND LOCATION

(a) The living area of the main house or residential structure constructed as a one-story residence on any Lot, exclusive of porches and garages shall be not less than **2200** square feet of heated and cooled area. In the case of any residence of more than one story, the requirements as to living area shall be at least **2400** square feet of heated space for both stories with not less than **1400** square feet on the ground level. The architectural review committee may grant a variance on the minimum heated square footage depending on floor plan, square footage, exterior elevation and details. The Architectural Review Committee may approve specific deviations or variance to said minimum square footage.

(b) No residential building shall be erected on any Lot nearer than twenty-five feet (25') from the front lot line, twenty feet (20') from the rear lot line and fifteen feet (15') from the side lot line.

(c) It may be impossible or inadvisable to enforce the above stated setback requirements due to the natural terrain, lot configurations and/or proximity of adjacent structures. Therefore notwithstanding anything else herein to the contrary, the Architectural Review Committee

may approve specific deviations or variances to said setback requirements that it believes to be beneficial to a specific home site or to adjacent home sites.

SECTION 3 TOPOGRAPHY AND VEGETATION

Topography and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Architectural Review Committee.

SECTION 4 TREE REMOVAL

No trees, bushes or underbrush of any kind may be removed without the written approval of the Architectural Review Committee. **Approval will be granted for the removal of trees, bushes and underbrush located within the main dwelling or detached building areas. Clearing of trees, bushes, and underbrush will also be granted within 25 feet of any building unless such clearing will substantially decrease the beauty of the property.**

SECTION 5 RULES AND REGULATIONS, ETC

The Architectural Review Committee or Board of Directors may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architect styles or details, colors, setbacks. Materials or other matters relative to architectural review and the protections of the environments, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria of the like shall be construed as a waiver of the provisions of the Article of any other provision or requirement of this Declaration. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or any policy, standard, or guideline established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors, and upon written request, such members shall be entitled to a hearing before the Board of Directors.

SECTION 6 ENVIRONMENTAL HAZARDS

(a) To secure the natural beauty of the Property, the Architectural Review Committee may promulgate and amend from time to time rules and regulations that will govern activities which may, in its judgment, be environmental hazards such as the application of fertilizers and pesticides or other chemicals. Failure of any Property Owner or tenant of Property in **THE WOODLANDS, PHASE II** to comply with the requirements of such rules and regulations shall constitute a breach of the Declaration.

(b) The respective Property Owner(s) shall be responsible for complying with all applicable local, state or federal environmental rules and regulations, including but not limited to use and storage of hazardous materials, storm water runoff, erosion, etc.

(c) The Declarant hereby reserves unto itself, its successors, assigns and agents a perpetual and reasonable right on, over and under all Property in **THE WOODLANDS, PHASE II** for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Declarant shall be paid by the respective Property Owner(s) of the property upon which the work is performed, in addition the Property Owner(s) shall indemnify and hold harmless the Declarant for any costs, fines, assessments or other damages caused by his or her action or nonaction in complying with any environmental rules or regulations.

SECTION 7 FUTURE SITE CONTROL

To prevent successive "run" or drainage from any Lots, the Declarant and the Architectural Review Committee reserves the right to establish a maximum percentage or Property which may be covered by a building, patio, driveway or other structures, in the establishment of such maximum percentage, the Declarant and the Architectural Review Committee shall consider topography, percolation range of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this nor any other right reserved herein by the Declarant or the Architectural Review Committee shall

be construed however, to be an obligation of either the Declarant or the Association to take any action. Each property owner is responsible for site control, during and after construction.

SECTION 8 WILDLIFE
No hunting or trapping shall be permitted on any portion of the Property except for undesirable wildlife as authorized by the Board of Directors. All Property Owners are encouraged to help maintain a natural environment and habitat for wildlife.

SECTION 9 DRIVEWAYS AND GARAGES
Each residential building shall provide for off street parking in the form of a paved driveway from the street to the garage or carport as approved by the Architectural Review Committee. All driveways shall be constructed of a hard surface material, such as concrete, asphalt, or brick. No gravel or dirt shall be permitted. If a culvert is required for driveway purposes, then the Owners shall comply with specifications for the culvert to be provided by the Architectural Review Committee. However, the cost and expense of installing said culvert should be the responsibility of the lot owner. All garages shall have garage doors installed, and the doors shall be of a color to match the siding or trim of the dwelling.

SECTION 10 MAILBOXES
The Committee has preselected a style of mailbox and requires Property Owners to select this style for their residences. The Committee has information on a specific style of mailbox.

SECTION 11 ROOFS
The pitch of the main roof should not be less than 8:12 pitch. The Architectural Review Committee may approve a lesser pitch if the designer can show that it is more appropriate to the proportions of the house. Architectural style shingles are required.

SECTION 12 CHIMNEYS
All exposed portions of chimneys must be brick, stucco, synthetic stucco, or hardieplank siding. Chimney caps are required and materials may be brick, slate, terra cotta, anodized aluminum or copper. Stack vents are to be painted the color of the roof and must be located in the rear of the home where possible.

SECTION 13 WINDOWS
Vinyl windows shall be required on all dwellings located on the Property.

SECTION 14 LANDSCAPES
Each home must have their landscaping completed within 90 days of occupancy. This includes, but not limited to, front yard fully sodded, including ditches, back yard seeded, and plant material in beds.

SECTION 15 WATERFRONT LOTS
Any Lot adjacent to the lake, Owner shall at all times implement an erosion control plan to keep erosion of property into lake from occurring. If at any time erosion occurs, the Owner will immediately remedy the problem by whatever means the Board of Directors deems necessary to keep erosion from ever occurring again.

Piers
No pier with post protruding into the lakebed shall be allowed out into the lake adjacent to any individual waterfront lot. No post penetrations of any kind will be allowed into the lakebed to support this structure.

Boats will not be permitted to stay in the lake or waters adjoining the lake. Boats must be stored out of sight when not in use. No gas power motors will be allowed in the lake.

Gazebos

No gazebos shall be allowed over the lake. However, gazebos will be allowed on Property in accordance with the covenants and shall be approved by the Architectural Review Committee prior to the construction. At no such time shall a gazebo be constructed on waterfront property as to block the view of the water from an adjacent Lot.

ARTICLE IX
EASEMENTS

SECTION 1 UTILITY EASEMENTS

(a) Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the property are reserved by the Declarant for itself, its successors and assigns, the Association and the Owner, full rights on ingress and egress shall be has by the Declarant and its successors and assigns and the Association at all times over the Common Area or any lot on which an easements has been reserved or granted for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easements that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

(b) The Association acting by and through its Board of Directors or Declarant may hereafter grant easements for utility purposes for the benefit of the Property or for the benefit of individual Lots. Including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone and computer type equipment, electrical conduits and wires over, under, along, or on any portion on the Property and the ownership of any Lot shall be subject to such easements.

(c) Notwithstanding anything herein expressly or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by the Declarant for the installation and maintenance of utilities, sewers, drainage and similar facilities that are necessary or appropriate for the development of the property.

(d) The above reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gratings of the soil, or take other similar action reasonably necessary to provide economical and safe utility installment maintain reasonable standard of health, safety and appearance.

SECTION 2 INGRESS AND EGRESS BY THE ASSOCIATION

Full rights of ingress and egress shall be held by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

ARTICLE X
USE RESTRICTIONS

The Property shall be subject to the following use restrictions:

SECTION 1 USE OF LOTS AND DWELLINGS

Except as permitted by Section 10 hereof, each Lot and dwelling shall be used for residential purposes only, and no trade and business of any kind may be carried on therein.

SECTION 2 EXTERIOR APPEARANCES

Each Property Owner shall provide a screened area or shall store or place garbage receptacles, fuel tanks or similar storage receptacles, electric gas meters, air conditioning equipment, clotheslines, and other unsightly objects in such a manner that they will be concealed from view of the street.

SECTION 3 SIGNS

No signs, advertising or ornaments of any kind shall be maintained or permitted on any Property subject to this Declaration without the express written permission of the Architectural Review Committee except for real estate "For Sale" signs, used by the Declarant, Owner, Contractor or Owner's Real Estate Agent. No advertising signs of any kind shall be placed at the entrance, with the exception of an "Open House" sign, with a maximum size of 24 inches by 32 inches, and only for the day of the open house. No directional signs allowed on any intersection. The approval of any signs and posters, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall be subject to the right of the Architectural Review Committee to restrict the size, color and content. Notwithstanding the foregoing, the restrictions of this Section 3 shall not apply to the Declarant, his agents or the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration.

SECTION 4 DETACHED BUILDINGS

In addition to the single family dwelling which may be constructed on each Lot, a detached garage and one (1) additional permanent detached building may be constructed not to exceed more than three hundred (300) square feet. The Architectural Review Committee must approve any variance in this requirement prior to commencement of construction. All such detached buildings shall be architecturally compatible with the dwelling constructed or to be constructed on the Lot. No such building shall be placed or permitted on any Lot nearer than thirty-five (35) feet to the property line on which the dwelling fronts. **Architectural Review Committee can approve additional outbuildings (e.g. gazebos, workshops, detached garages, etc.) other than what is listed above given the lot the additional buildings will be erected on is large enough to accommodate the additional building without blocking an adjacent property owners view and they are of the same architectural design as the home.**

SECTION 5 TRUCKS, BOATS, MOBILE HOMES TRAILERS, OTHER VEHICLES AND TEMPORARY BUILDINGS

No truck or vehicle exceeding one (1) ton shall be stored or parked on any Lot, Common Area or other area at any time. No more than (3) automobiles can be parked outside of an enclosure/garage which screens the automobile from street view, other than temporary guests and visitors. No temporary building structure, mobile home or house trailer shall be moved upon or otherwise placed or permitted upon any lot or common area. Recreational vehicles, including boats, may be parked on any Lot on which a residence has been constructed provided they are kept on a private driveway or inside an enclosed building area.

SECTION 6 UNSIGHTLY CONDITIONS AND NUISANCE

It shall be the responsibility of each Property Owner and tenants thereof to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the property. Nor shall any nuisance, unsightly, offensive or detrimental to persons using or occupying any other portions of the property. Nocuous or offensive activities shall not be carried on in any Lot dwelling or any part of the Common Areas. Garbage cans must be removed from the street and placed out of view the same day as garbage collection.

SECTION 7 ANTENNAS

No television antenna or other electronic receiving or transmitting device shall be located or placed in or upon any Lot, except there shall be permitted (2) satellite dish antenna not to exceed 24" in

diameter to be placed on the residence or in the rear yard. No dish antenna shall be permitted to be placed in the front yard of any Lot.

SECTION 8 LIGHTS

The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structure or grounds of any Lot shall be located, directed or of such intensity to adversely affect the nighttime environment of any adjacent Property. All Christmas Lights must be removed by Jan 7th of each year.

SECTION 9 PETS

No animals, reptiles, wildlife, livestock, or poultry of any kind shall be raised, bred, kept, staked or pastured on the Common Area or on any Lot, except dogs, cats, birds, or other household pets which shall be kept and maintained provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance. For purposes hereof, "household pets" shall mean ON A LEASH WHEN NOT IN THE RESIDENCE OR FULLY ENCLOSED REAR YARD. No dogs or other pets shall be permitted to have excretions on any Common Areas. No owner shall allow any pets to become a nuisance by virtue of noise, odor, dangerous proclivities, excessive pet debris or unreasonable number of animals. It is the owner's responsibility to keep the lot free and clean of pet debris and to keep pets from making noise which disturbs neighbors. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.

SECTION 10 SALES AND CONSTRUCTION ACTIVITIES

Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or dwellings or the development of Lots, dwellings, Common Areas and the additional property, including, without limitations, the installation and operation of sales and construction trailers, offices and dwellings as may be approved by the Declarant from time to time, provided that the location of any construction trailers or any assignees of the Declarant's rights under this Section 10 shall be subject to the Declarants approval. The right to maintain and carry on such facilities shall contain specifically the right to use dwellings as model residences, and to use any dwellings as offices for the sale of Lots and/or dwellings, and for related activities.

SECTION 11 TIME SHARING

No Lots or dwellings shall be sold under any time sharing, time interval, or assume of right to use programs.

SECTION 12 TRESPASS

Whenever the Association and/or the Declarant is permitted by the declaration to repair, clear, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

SECTION 13 SUBDIVIDED

No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and the Declarant so long as the Declarant owns any Lots subject to the Declaration, however, the Declarant hereby expressly reserved unto itself, its successors or assigns the right to replat any Lot or such Lots owned by him, shown on the plat of any subdivision within Property and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of said re-platted Lots. The provisions of

the Section 13 shall not prohibit the combining of two or more contiguous Lots into one larger Lot, or making two Lots out of three or more contiguous Lots, provided that each of the resulting Lots are larger and contain a minimum lot frontage equal to or greater than their original frontage on the Lot having the least frontage before combining said Lots or portions thereof. Only the exterior boundary lines of the resulting larger Lot(s) shall be considered in the interpretation of these covenants.

SECTION 14 CERTAIN CONSTRUCTION RIGHTS

The Declarant expressly reserves to itself, it successors, and assigns and any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, or expanse across any natural or man made canals, creeks, riding trails, paths, or lagoons in the Property. Nothing in this section shall be construed as placing an affirmation obligation to the Declarant to provide or construct any such improvement.

SECTION 15 CERTAIN CONTROLS

(a) To implement effective insect, reptile, and fire control, and vegetation and trash control, the Declarant or the Association, and their successors, assigns and agents, have the right to enter upon any Property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on all such Property which in the opinion of the Declarant or the Architectural Review Committee distracts from the overall beauty, setting and safety of the Property. The cost of this vegetation and trash control shall be kept as low as reasonably possible and shall be paid by the respective property owner; such entry shall not be made until thirty (30) days after such Property Owner has been notified in writing for the need of such work and unless such Property Owner fails to perform the work within said thirty (30) day period.

(b) The provisions of this section shall not be construed as obligation on the part of the Declarant or the Association to mow, clear, cut or prune any Property, to provide garbage or trash removal services to perform any grading or landscaping work, construct or maintain erosion prevention devices, or to provide water pollution control on any privately owned Property.

(c) Entrance upon Property pursuant to the provisions of the Section 15 shall not be deemed trespass. The rights reserved unto the Declarant and the Association in this section shall not be unreasonably employed and shall be used only where necessary to affect stated intents and purpose of this Declaration.

SECTION 16 COMPLIANCE

(a) In the event of a violation or a breach of any other restrictions contained in this Declaration by any Property Owner, or agent of such Property Owner other Property Owners, or in any event, jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated to proceed at law or in equity to compel compliance to the term hereof or to prevent the violation of any breach in any event.

(b) In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated, whenever there shall have been built at any place on the Property any structure which is in violation of these restrictions, to enter upon the Property upon which such violation exists and similarly abate or remove the same at the expense of the Property Owner if, after thirty (30) days written notice of such violation, is shall not have been corrected by the Property Owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorney's fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass.

(c) The failure to enforce any rights, reservations, or restrictions contained in the Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar

or affect its enforcement. The invalidation by any court of any restrictions of the Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

SECTION 17 FENCES
All fences must be approved by the Architectural Review Committee, however no chain link fences shall be permitted, and all fences must be in the rear yard area. No fences shall be allowed in the front yard of any Lot. **All fences must be installed on the property lines (side/back) of the Lot unless approved by the Architectural Review Committee. Fences installed on the back property line of waterfront Lots shall be of ornamental iron construction and shall be approved by the Architectural Review Committee prior to construction.**

SECTION 18 ELECTRICITY
All homes shall be built to current *Comfort Advantage* Standards, or similar standards, then in effect by Dixie Electric Power Association. If these standards are not met, then the Lot Owner shall be liable for any fees, assessments or charges levied by Dixie Electric Power Association for the installation of the underground utility service across and under each Lot.

SECTION 19 UTILITY LOCATION
All utilities will be placed underground. All propane tanks must be placed underground.

SECTION 20 CONSTRUCTION COMPLETION
Once construction of a residence or any addition or outside structure has begun, it must be completed within twelve (12) months.

SECTION 21 PARKING
No vehicle shall be parked on any street for a frequent, regular or permanent basis after construction of a residence is complete.

SECTION 22 FIREARMS
The use of firearms or air guns or BB guns is strictly prohibited on the Property.

SECTION 23 SEWAGE SYSTEMS
Each Lot Owner/ Purchaser is responsible to contact Jones County Health Department to determine the type of onsite septic system required. Lot owners are responsible for their septic system maintenance and repairs. If a failure occurs and Property Owner has not repaired the problem within thirty (30) days The Woodlands Homeowners Association has the right to repair the system and collect cost from Property Owner. All treatment plants must have pop up sprayer heads. No Runoff onto adjacent Lots or Common Areas.

SECTION 24 USE OF BOATS ON LAKE
Boats (Jon boats, kayaks, canoes, paddle boats, etc.) that are used on the lake shall be in good working condition and shall not be left unattended on any Common Area Property belonging to the Association at any time. If anyone violated the rules as outlined above, rights of usage to the lake shall be taken away from the Owner. Boats shall only be powered by one of the following methods: electric trolling motor or paddle.

SECTION 25 SWIMMING POOLS
Swimming pools require the approval of the Architectural committee. Pools must comply with all applicable laws and regulations. All pools must be enclosed within a fence. No above ground swimming pools are allowed.

ARTICLE XI
RULE MAKING

SECTION 1 RULES AND REGULATIONS

(a) Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, dwellings, and the Common Areas located thereon. Particularly and without limitations, the Board of Directors may promulgate from time to time rules and regulations which will govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as the applications of fertilizers and pesticides and other chemicals.

(b) Subject to the terms and provisions of the Declaration the Board of Directors may establish regulations, fees and charges from time to time pertaining to use the recreational area and amenities as are now and hereinafter located in the Common Areas.

ARTICLE XII
PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1 THE PROPERTY

The Property is and shall be held, transferred, sold, conveyed and occupied to this Declaration.

SECTION 2 PHASE DEVELOPMENT

The Declarant hereby expressly reserves the option and right to add additional lands to this Declaration, pursuant to and subject to the following provisions:

(a) The consent of the Owners shall not be required for the annexation of future phases, and the Declarant may proceed with such annexation at his sole option and determination.

(b) Declarant's option to annex future phases shall expire fifteen (15) years after the date of recording this Declaration, if not sooner exercised. Declarant may annex and add to The Woodlands LLC and include as Property, subject to this Declaration, all or any part of the Property hereinafter sometimes referred to as "future phases". All Lots, Common Areas and green spaces of said future phases, if and when said future phases or a portion thereof is so annexed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Declaration, the Charter, and By-laws of the Association, and such amendment, restriction, rules and regulations as may be promulgated thereunder. However, the Declarant may at any time prior to the expiration of such period terminate his option to add said phase(s) by recording in the Office of the Chancery Clerk of Jones County, Mississippi, as executed, notarized document terminating this option and notify each Owner of existing Lots of the decision not to add additional phases. Notice shall be by U.S. certified mail addressed to each Owner at the address of his lot or at his last known address.

(c) The Declarant may add future phases at different times in any sequence desired by the Declarant.

(d) In the event that Declarant determines to exercise his option to annex future phases, he shall sheave the easements as set forth in Article XIV. If future phases have not been annexed within fifteen (15) years from the date of recording this Declaration, all of Declarant's rights to annex future phases shall terminate.

(e) Declarant hereby reserves the right at any time hereafter, prior to the expiration of fifteen (15) years from the date of recording hereof, without joinder or consent of any owner or mortgage, to record an amendment(s) to this Declaration executed by the Declarant to properly reflect the addition of future phases.

(f) The Declarant may make additional lands subject the this Declaration by filing of record a Supplemental Declaration which shall extend the scheme of the covenants, conditions, and restrictions of such Declarations to such property or properties; provided, however, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties but which are not generally inconsistent with the concept of this Declaration, provided, however, in no event shall such Supplemental Declarations otherwise modify the covenants established by this Declaration for the existing properties.

(g) Any additions made pursuant to the Section 2 when made shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added and grant to all owners all property rights set forth in Article II and all easements, privileges, and benefits granted by this Declaration to all properties now or hereafter annexed.

(h) The covenants, conditions, and restrictions of this Declaration shall not affect or apply to any of the real property described in this Section unless and until such property or a portion thereof is annexed by this Declaration pursuant to and in compliance with the provisions of the Section 2 of Article XIII. Upon a merger or consolidation of the Association with another Association, as provided in its Article of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association, or, alternatively, the properties, rights and obligations of another Association may, (by operations of law, be added to the properties, rights and obligations of another association) be added to the properties, rights and obligations of the Association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as on scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by the Declaration except as hereinafter provided.

(i) Each owner hereby grants a power coupled with an interest to the Declarant, its successors and assigns to make or consent to the said amendment(s) to the Declaration on behalf of each owner to add future phases to this Section 2 of Article XII. Title to each lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute and appoint Declarant, its successors and assigns, as their true and lawful attorney-in-fact, the Declarant shall have full and complete authorization, right to power to make, execute and deliver an amendment to the Declaration of By-laws or any other instrument with respect to the interest of a lot owner which are necessary and appropriate to exercise the powers herein granted.

(j) Each owner and each mortgage, grantee, heir, personal representative, successor and assign of each lot owner, by such persons or entities acceptance of any deed or mortgage or other interest of with respect to any lot, shall be deemed to have expressly agreed and consented to
   i. Each and all of the provisions of this Section 2
   ii. The recording of such amendment to the Declaration and
   iii. All of the provisions of each amendment to this Declaration that may hereafter be recorded in accordance with the provisions of this Section 2.

(k) **DECLARANT SHALL HAVE NO OBLIGATION TO CONSTRUCT OR ADD FUTURE PHASES TO THE DEVELOPMENT AND DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT FUTURE PHASES WILL BE ADDED TO THE DEVELOPMENT. EACH OWNER AGREES, BY ACCEPTANCE OF A DEED TO A UNIT OR LOT THAT HE/SHE HAS NOT RELIED ON FUTURE PHASES BEING ADDED TO THE DEVELOPMENT IN PURCHASING HIS/HER LOT.**

ARTICLE XIII
GENERAL PROVISIONS

SECTION 1 DURATION

The covenants, conditions, and restrictions of the Declaration shall run with and bind the land subject to this Declaration, and shall ensure to the benefit of and be enforceable by the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded in the office of the Chancery Clerk of Jones County, Mississippi, after which time said covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of the owners has been recorded in the Deed Records, in said Chancery Clerk's office agreeing to abolish the said covenants, conditions, and restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

SECTION 2 AMENDMENTS
Notwithstanding Section 1 of this Article; the covenants, conditions, and restrictions of this Declaration may be amended and/or changed in part with the consent of ninety percent (90%) of the lot owners (for this purpose each lot owner shall have one vote for each lot owned) if amended and/or changed during the thirty-five (35) year period of this Declaration, and thereafter said covenants may be amended or terminated with the consent of at least seventy-five percent (75%) of the lot owners, and in each case such amendment shall be evidence by a document in writing bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Jones County, Mississippi.

SECTION 3 ENFORCEMENT
Enforcement of these covenants, conditions, and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4 SEVERABILITY
Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 5 HEADINGS
The headings contained in this Declaration are for reference purposes only and shall not in no way affect the meaning or interpretations of the Declaration.

SECTION 6 NOTICE TO OWNERS
Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as owner on the records of the Association at the time of such mailing.

SECTION 7 NOTICES TO MORTGAGEES
Notwithstanding any provisions herein to the contrary, the holder(s) of a recorded first mortgage on any lot is entitled to, and shall receive, written notification from the Association of any default by the respective mortgagor/owner in the performance of such mortgagor's/owner's obligation(s) as established by this Declaration.

SECTION 8 CONSENT OF HOLDER OF FIRST DEEDS OF TRUST AND FEDERAL NATIONAL MORTGAGE ASSOCIATION/FEDERAL HOUSING ADMINISTRATION/VETERAN'S ADMINISTRATION
During any period when any lot in the project is encumbered by a recorded first mortgage, the owners, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of all outstanding recorded first mortgages, and if their interests be affected, the Federal National Mortgage Associations, Federal Housing Administration and the Veteran's Administration.

(a) Abandon, partite, subdivide, encumber, sell or transfer any of the common area provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the common area by the owners shall not be considered an encumbrance, sale or transfer within the meaning of this subsection; or (b) Abandon or terminate this Declaration; or
(c) Modify or amend any material or substantive provision of this Declaration; or
(d) Annex additional properties; or merge or consolidate the Association.

SECTION 9 ADDITIONAL RIGHTS OF MORTGAGEE NOTICE

(a) The Association shall promptly notify the holder of the recorded first mortgage on any lot as to which any assessment levied pursuant to the declaration, or any installment thereof, shall become and remain delinquent for a period in excess of sixty (60) days, and the Association shall promptly notify the holder of the recorded first mortgage on any lot as to which there is a default by the owner with respect to performance of any other obligation under this Declaration which remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give such notice shall not affect the validity or priority of any recorded first mortgage on any lot, and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure. Also, any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declarant, nor shall any such failure affect any of the priorities for liens as specified in Article IV hereof.

(b) No suit or other proceeding may be brought to foreclosure the lien for any assessment levied pursuant to this Declaration except after ten (10) days written notice to the holder of the recorded first mortgage encumbering the lot which is the subject matter of such suit proceeding.

(c) Any holder of a recorded first mortgage on any lot upon the property may pay any taxes, utility charges or other charges levied against the common area that are in default and which may become a charge or lien against any of the common area. Any holder of a recorded first mortgage who advances any such payment shall be due immediate reimbursement of the amount so advanced from the owners.

(d) No mortgagee and no beneficiary or trustee under a deed of trust shall become personally liable for or obligated for any unpaid maintenance fund assessment.

(e) No amendment to this Declaration shall affect the rights of the holder of any recorded first mortgage recorded prior to the recordation of such amendment who does not join in the execution thereof.

(f) The holders, insurers or guarantors of any first mortgage on a lot in the property will, upon request, be entitled to:

i. Inspect the books and records of the Association during normal business hours;
ii. Receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.
iii. Written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings; and
iv. Current copies of this Declaration, the by-laws of the Association and all other rules concerning the Association.

SECTION 10 CAPTIONS AND GENDER

The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

SECTION 11 RECORD OF MORTGAGE

Any owner who mortgages his unit shall notify the Association of such fact and shall furnish the Association with the name and address of his mortgagee and a copy of his mortgage held by such mortgagee. The mortgagee shall be entitled to notify the Association that such mortgagee holds a mortgage on a lot. The Board of Directors may maintain such information in a book entitled "Holders of Recorded First Mortgage".

SECTION 12 NOTICES

Any notice permitted or required to be delivered as provided herein shall be in writings and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered

forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided, however, that notice of meetings need to be mailed by certified mail, return receipt requested. Such addresses may be charged from time to time by notice in writing to the Association.

ARTICLE XIV
DECLARANT'S RIGHTS AND RESERVATIONS

No provisions in the Charter, by-laws or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portions of the property, or to complete improvements or refurbishments (if any) to and on the common area or any portion of the property owned solely or particularly by the Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements or add future phases in the course of development of THE WOODLANDS, PHASE II pursuant to Article XII, Section 2 of this Declaration as Declarant deems advisable in the course of development of the property. Such right shall include, but not limited to, the right to install and maintain such structures, displays, signs, billboards, flags, and sales offices as may be reasonably necessary for the conduct of his business for completing the work and disposing of the lots by sale, lease or otherwise. Each owner by accepting a deed to a lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the owners, and each owner hereby consents to such inconvenience or nuisance. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a lot by a purchaser from Declarant to establish on that lot, common areas, additional licenses, easements, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the property. The Declarant need not seek or obtain Board approval of any improvement constructed or placed by Declarant on any portion of the property. The rights of the Declarant under this Declaration may be assigned by Declarant to any successor and any interest or portion of Declarant's interest in any portion of the property by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as Declarant of property will be required before any amendment to this Article shall be effective while Declarant owns a lot. Declarant shall be entitled to the non-exclusive use of the common areas without further cost of access, ingress, egress, use or enjoyment; in order to show the property to his prospective purchasers or lessees and dispose of the property as provided herein. Declarant, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the common area, which comprises drives or walkways for the purposes of ingress and egress and accompanying vehicle and pedestrian traffic to and from the property.

IN WITNESS WHEREOF DECLARANT HAS CAUSED this instrument to be duly executed on the day and year below mentioned.

SOUTHLAND DEVELOPMENT LLC, a Mississippi Limited Liability Company

By: _____
Sammy Mansell, Managing Member

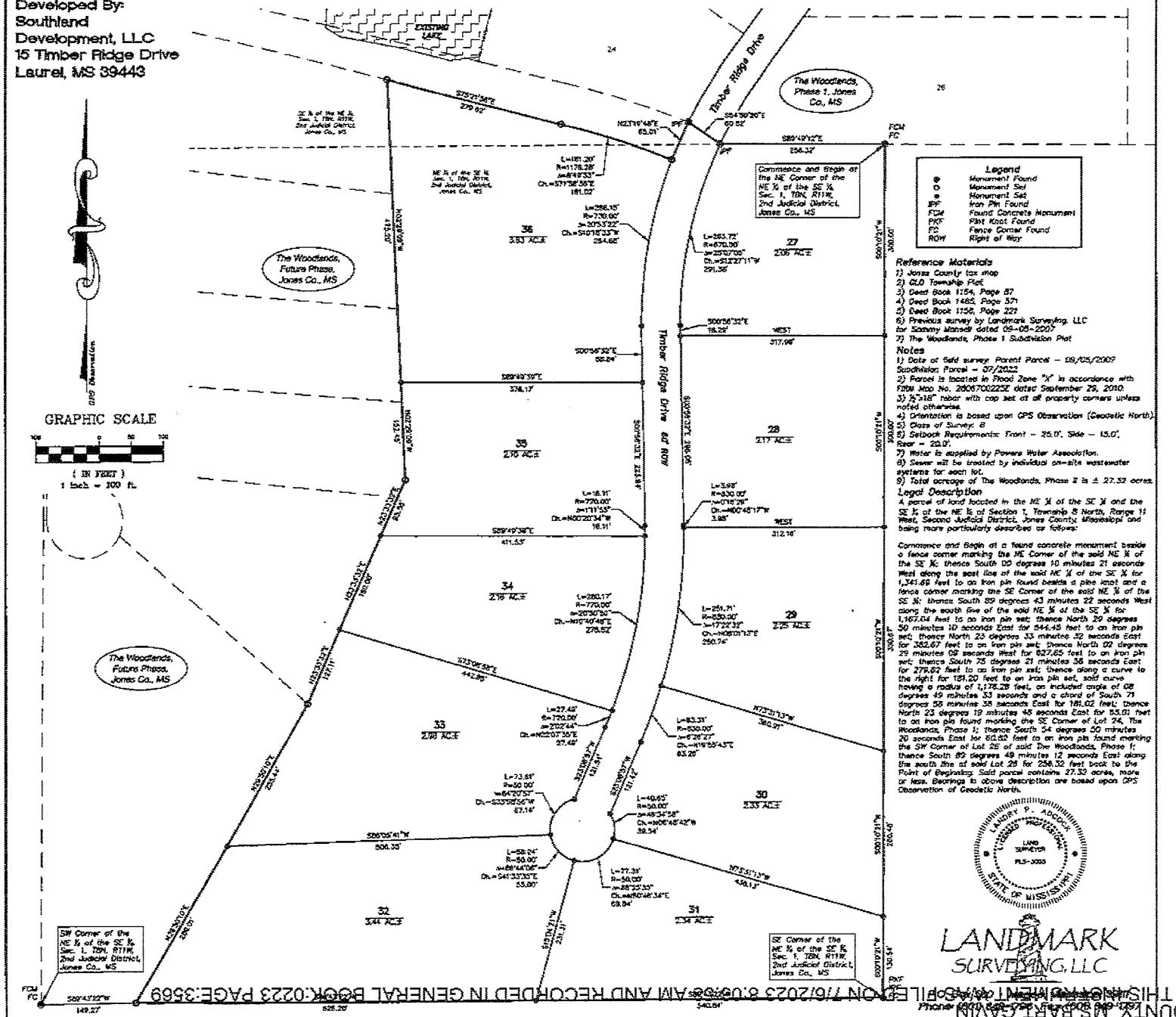
STATE OF MISSISSIPPI
COUNTY OF JONES

PERSONALLY appeared before me the undersigned authority in and for the County and State, on the 5th day of July A.D., 2023, the within named, Sammy Mansell as Managing Member of SOUTHLAND DEVELOPMENT LLC, a Mississippi Limited Liability Company, who acknowledged an oath that he signed, executed and delivered the above and foregoing instrument as the act and deed of said company and after being fully authorized to do so.

Notary Public
My Commission Expires 5/17/24

THE WOODLANDS, PHASE II

Developed By:
Southland Development, LLC
15 Timber Ridge Drive
Laurel, MS 39443



OWNER'S CERTIFICATE:

State of Mississippi
County of Jones

This is to certify that I, the undersigned owner of the property shown hereon, hereby dedicate this plat to be known as The Woodlands, Phase II, and dedicate the streets, rights-of-way, utilities, and easements as shown to public use forever. The undersigned have caused the same to be subdivided as shown and have signed and delivered this plat.

This the _____ day of _____, 2023.

By: _____
Southland Development, LLC, Owner
Sammy Mansell, Managing Member

ACKNOWLEDGMENT:

State of Mississippi
County of Jones

Personally appeared before me, the undersigned authority in and for the said county and state, on the _____ day of _____, 2023, within my jurisdiction, the within named Sammy Mansell, Managing Member of Southland Development, LLC, the owner, who acknowledged that he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires on: _____

_____
Notary Public

SURVEYOR'S CERTIFICATE:

State of Mississippi
County of Jones

This is to certify that I have surveyed the land shown on this plat and fully described on this plat and have subdivided the same with lots according to the requirements of the County and the subdivision laws of the State of Mississippi governing subdividing, platting, and resurveying the land and that the plat hereon is a correct representation of the field survey and subdivision, and that all monuments indicated thereon actually exist and their location, size, and materials are correctly shown.

This the _____ day of _____, 2023.

_____
Landry P. Adcock

VERIFICATION:

State of Mississippi
County of Jones

This is to certify that I, Landry P. Adcock, a Mississippi Registered Professional Land Surveyor, as maker of the map of The Woodlands, Phase II, have compared this the _____ with the _____ and the _____ and find the same to be accurate copies of each other.

_____
Landry P. Adcock

ACKNOWLEDGMENT:

State of Mississippi
County of _____

Sworn to and subscribed before me, this the _____ day of _____, 2023.

My commission expires on: _____

_____
Notary Public

COUNTY ENGINEER'S FINAL APPROVAL FOR MAINTENANCE:

Final approval of plat and streets and acceptance of said streets for public maintenance: Order of Board, Minute Book _____, Page _____, _____ day of _____, 20__

_____
County Engineer

SUPERVISOR'S FINAL APPROVAL FOR MAINTENANCE:

Final approval of plat and streets and acceptance of said streets for public maintenance: Order of Board, Minute Book _____, Page _____, _____ day of _____, 20__

_____
President, Jones County Board of Supervisors

SUPERVISOR'S APPROVAL FOR FILING PURPOSES:

Final approval of plat for recording purposes only. Order of Jones County Board of Supervisors of record at Minute Book _____, Page _____, _____ day of _____, 20__

_____
President, Jones County Board of Supervisors

PLANNING DEPARTMENT CERTIFICATE:

Final approval of layout or plat, this the _____ day of _____, 20__

_____
County Planner

FILING CERTIFICATION BY CHANCERY CLERK:

I certify that this instrument was filed for record in my office on this the _____ day of _____, 2023, in Plat Book _____, Page _____, Slide _____

_____
Chancery Clerk

CAD FILE: THE WOODLANDS PHASE II-REVISED RECORD PLAT.DWG PROJECT NO. 03470701