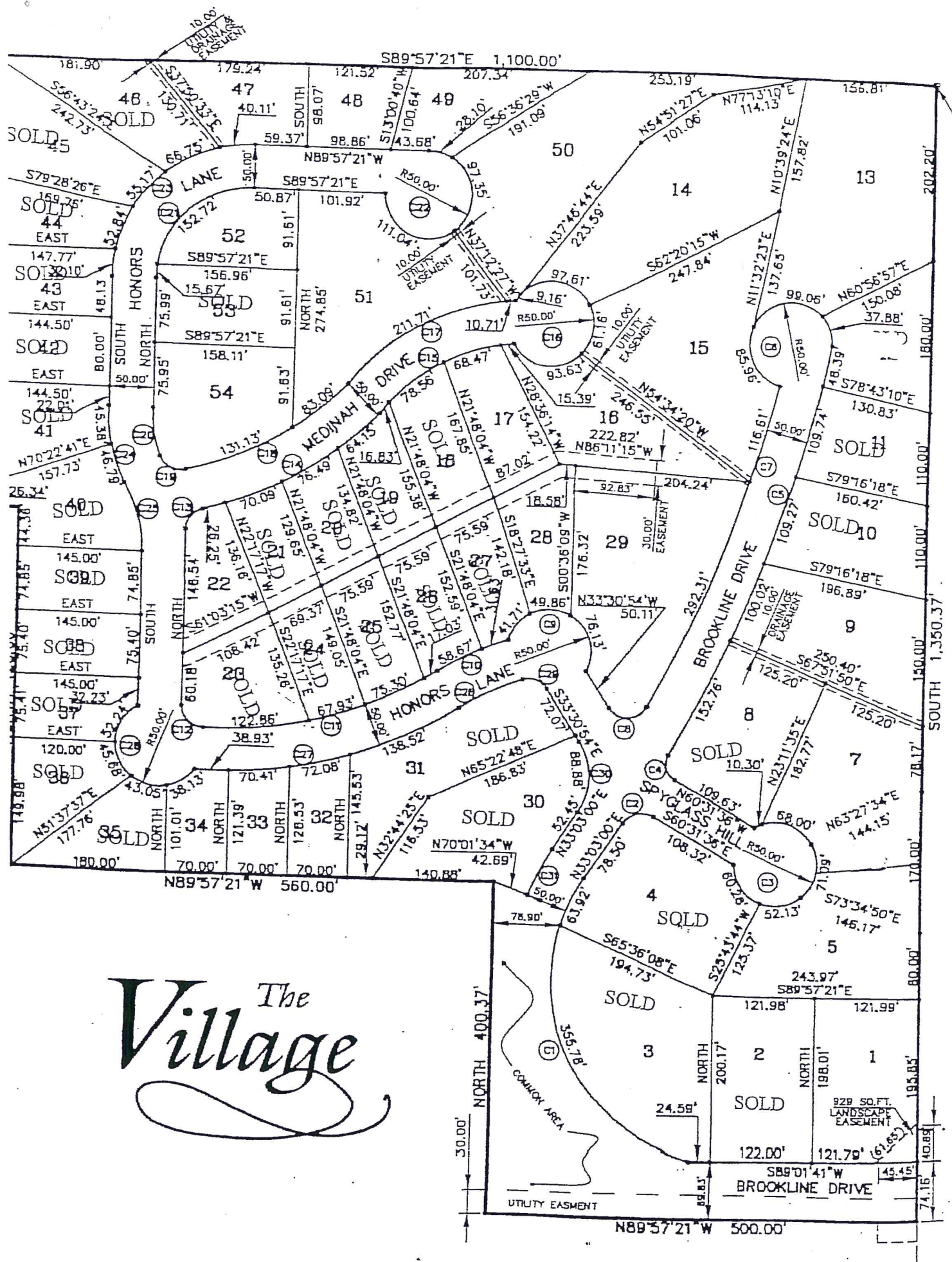


*The Village
Covenants*



STATE OF MISSISSIPPI

COUNTY OF FORREST

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGE AT HATTIESBURG SUBDIVISION**

THIS DECLARATION is made this ____ day of _____, 1999, by THE VILLAGE AT HATTIESBURG, LLC, a Mississippi Limited Liability Company, hereinafter known as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Forrest County, Mississippi, more particularly described herein on Exhibit "A", and desires to create and develop thereon a residential community, for the benefit of the community; hereinafter referred to as the "Property;" and

WHEREAS, Declarant desires to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designed by the Owners and, to this end, desire to subject the 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, Declarant is desirous of insuring the enforcement of the terms, conditions and provisions contained herein. It is therefore agreed that a violation of any term, condition, and provision contained herein shall entitle Declarant to enforce the terms, conditions, and provisions contained herein.

WHEREAS, the primary purposes 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 collecting and disbursing the assessments 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 this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Assessment" 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 removal, replacement or special assessment or any combination thereof.

(b) "Property Owners" shall mean and refer to The Land Owners.

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

(d) "Declarant" shall mean and refer to The Village at Hattiesburg, LLC, its successors and assigns.

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

(f) "Dwelling" shall mean a residential dwelling house.

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

(h) "Lot" shall mean and refer to any plot or tract of land shown upon the recorded subdivision map or 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.

(i) "Member" shall mean and refer to each Owner as provided herein in Article II.

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

(k) "Owner" or "Property Owner" shall mean and refer to the record 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 the performance of an obligation.

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

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

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

(o) "Association" shall mean and refer to The Village at Hattiesburg Property Owners Association, Inc.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section I. Membership. The Members of the Committee and the Association shall be and consist of each and all of the following, to-wit:

(a) The initial Committee shall consist of the members of the ~~Declarant, Bradford H. Brian and Roger L. Hebert.~~ The Committee shall be the governing body of the Association and shall serve as the Committee until one hundred per cent (100%) of the lots have been sold or until the Declarant elects to withdraw as the Committee, if prior to the sale of one hundred per cent (100%) of the lots. After the Declarant has made the election to withdraw, the Committee shall be composed of three (3) property owners selected by the Association from its membership for term(s) as established by the Association.

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

(c) The Association shall have voting membership with each Lot Owner having one 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.

Section 2. Other Voting Provisions. If the fee title 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 anyone of the fee Owners thereof, unless the other Owner or Owners of such fee title shall 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.

ARTICLE III

COVENANTS FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. After the Declarant relinquishes control as stated in Article II, Section 1(a), and not before Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay the Association:

(1) annual maintenance assessments or charges for purposes set forth in Article III, Section 2, and

(2) Special assessments for capital improvements as set forth in Article III, Section 4, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special costs 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 is made. 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. The Declarant shall not be liable for the payment of assessments until the Declarant has relinquished committee control.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the residents of the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately

following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be three hundred dollars (\$300.00) per Lot, to be billed monthly.

(a) From and after January 1 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 than five percent (5%) above the maximum assessment for the previous year without a vote of membership.

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

(c) The Property Owners Committee may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments.

(a) Special Assessments for Work Performed by Declarant or the Committee. The Committee is hereby authorized to assess any Lot for the cost of all work or activity performed on any such Lot pursuant to Article VI, Section 6 or Section 13.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. After such time as the Declarant has resigned as the Committee, written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Annual and Special Assessment. 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. Unless two-thirds (2/3) of the Members and their respective first mortgagees (and if their interest be affected, the Federal National Mortgage Association, Federal Housing Administration and the Veterans Administration) have given prior written approval, the Committee of the Association shall not charge the pro rata interest or obligations of any Lot (or Owner thereof) for the purposes of levying annual and special capital assessments and charges. The Committee

may add to the assessments to an individual Lot Owner such additional maintenance expense 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 Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots not owned by Declarant on the first day of the month that the Owner acquired record title to the Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates shall be established by the Committee.

Section 8. Duties of the Committee with Request to Assessments.

(a) The Committee 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 that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Committee.

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

(c) The Committee shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Committee, 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 Association for the issuance of such certificates.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Committee.

(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 nonpaying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives and assigns. The Committee shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or 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 Committee 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.

(c) If any assessment or part 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 Committee 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 as provided in Section 89-1-53 Miss. Code Ann. (1972) et. seq. against the Property subject thereof after giving Notice to the holder of any Recorded First Mortgage. There shall be added to the amount of such assessment the costs of 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. Subordination of the Lien to Mortgages. The lien of the assessments 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 assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein;

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All properties titled in the Association.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1.

(a) The Architectural Control Committee (hereinafter referred as "committee"), shall consist of ~~Bradford H. Bean~~ who shall serve until the relinquishment of Declarant's control or his resignation. Declarant shall appoint three Owners to the committee to

replace ~~Bradford H. Brian~~ upon his resignation or the cessation of Declarant control. Upon cessation of Declarant control, the President of the Association shall appoint the members of the Committee. One Member shall be appointed for a one (1) year term, one member shall be appointed for a two (2) year term and one member shall be appointed for a three (3) year term.

(b) 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 or alteration herein be made until the proposed plans, (two sets) including a drainage plan, a landscaping plan and 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 or finish, shall have been submitted and approved in writing by the Committee. A chain link fence shall not be approved by the Committee. The Committee shall not approve the construction of a "party" fence. At no time will the Committee approve the alteration of any garage or carport into living area. In the event an owner wishes to construct a swimming pool a site plan of the pool, including fencing and landscaping must be submitted to the committee. Approval or disapproval of any matter submitted to Committee shall be announced within thirty (30) days of said submission to committee. Upon approval by the Committee of any plans and specifications submitted, a copy of such plans and specifications as approved shall be deposited for the permanent record with Committee and a copy of such plans and specifications bearing such approved in writing shall be returned to the Owner submitting the plans.

(c) No approval of plans and specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specification or standard will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner.

(d) Refusal of approval of plans, specification, or location may be based by the Committee upon any ground, including purely aesthetic consideration, so long as they are not arbitrary and capricious. The Committee shall not 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 must be obtained from the Committee or public authorities whether given, granted, or withheld.

Section 2. Building Sizes and Locations. The living area, meaning the heated and cooled space, of the main house of the residential structure exclusive of porches and garages, shall be not less than 2,300 square feet of heated and cooled areas.

Section 3. Topography and Vegetation. Topography of the Property shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Committee.

Section 4. Staking and Tree Removal. After the plan for the structure is approved, the building site shall be staked out and such site approved by the Committee before tree cutting is done. No tree may be cut or removed without the consent of the Committee until building plans, site plans and site staking are approved.

Section 5. Rules and Regulations, etc. The Committee 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 protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provision of this Article or any provision or requirements of this Declaration.

Section 6. Waiver of Liability. Neither the Committee nor any architect nor agent thereof, nor the Association, nor the Declarant, nor any agent, nor employee of the foregoing shall be responsible in any way for any failure of structures to comply with the requirements of this Declaration, although a Certificate of Compliance has been issued.

Section 7. Environmental Hazards.

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

(b) The Declarant hereby reserves unto itself, its successors, assigns and agents a perpetual and releasable right on, over and under all Property for the purposes 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 Owners(s) of the Property upon which the work is performed.

ARTICLE V

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 Declarant for itself, its successors and assigns, the Association and each Owner. Full rights of ingress and egress shall be had by Declarant and its successors and assigns and the Association at all times over any Lot on which an easement 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 easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

(b) The Committee 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 computerized equipment, electrical conduits and wires over, under, along or on any portion of 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 theretofore 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 gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installment and to maintain reasonable standards of health, safety and appearance.

ARTICLE VI

USE RESTRICTIONS

The Property shall be subject to the following use restrictions:

Section 1. Use of Lots and Dwellings. Each Lot and dwelling shall be used for residential purposes only, and no commercial establishment of any kind may be carried on therein without approval of the Committee.

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 and gas meters, air conditioning equipment, clotheslines, and other unsightly objects in such a manner that they will be concealed from view from the street and the golf course.

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 Committee except for real estate "For Sale" signs, used by the Declarant, Owner, Contractor or Owner's Real Estate Agent. 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 Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall be subject to the right of the Committee to restrict the size, color, and content. There shall be no signs nailed to trees at any time. All builders' and contractors' signs are to be removed from the lot after the house has been completed. Notwithstanding the foregoing, the restrictions of this Section 3 shall not apply to Declarant, its agents or assigns, so long as Declarant shall own any of the Lots.

Section 4. Detached Buildings. Detached buildings are not permitted.

Section 5. Trucks, Boats, Mobile Home Trailers, Other Vehicles and Temporary Buildings. No truck or vehicle exceeding two (2) tons shall be stored or parked on any Lot, Common Area or other area at any time. Boats and trailers must be parked in an area located behind the dwelling which will be screened from view from the street which the dwelling fronts and from the golf course. No temporary building structure, mobile home or house trailer shall be moved upon or otherwise placed or permitted upon any Lot. Recreational vehicles may be parked on any Lot on which a residence has been constructed, provided they are kept on private driveway and screened from street view. No vehicle may be parked on the street in front of any residence longer than twenty-four (24) hours in accordance with the Hattiesburg City Ordinance, and no vehicle may be placed on blocks or any immovable positions on any lot or street, drive or boulevard in this subdivision.

Section 6. Unsightly Conditions and Nuisances. It shall be the responsibility of each Property Owner and tenants thereof to prevent the development of any unclean, unsightly or unkept condition of building 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 or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of

the Property. Noxious or offensive activities shall not be carried on in any Lot dwelling. Except in the case of an emergency or when other unusual circumstances exist, as determined by the Declarant and/or its successors and/or assigns, outside construction work or noisy interior construction work shall be permitted only Monday through Saturday after 7:00 a.m. and before 7:00 p.m.

Section 7. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither these or 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 affect adversely the nighttime environment of any adjoining in Property.

Section 8. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot, except dogs, cats, birds or other household pets which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Committee. Certain animals, as determined by the Committee, may be kept on such Lots as may be designated by the Declarant, subject to such terms, conditions and rules as adopted and mandated by the committee from time to time. At no time shall any animals be permitted on any property be allowed to run free, and shall be maintained on a leash at all times according to the Hattiesburg City Ordinance.

Section 9. Time Sharing and Commercial Use. No Lots or dwellings shall be sold under any time sharing, time interval, or right-to-use programs. Additionally, no property within the Subdivision shall ever be used for commercial purposes or home occupations including without limitation the following: beauty shops, repairs shops, kindergartens, nursery schools and the like.

Section 10. Building Materials. Every building, fence, wall or other structure placed on any part of the lot shall be constructed with new materials, unless the use of other materials has first received approval of the Committee. Each structure shall have a minimum of eighty percent (80%) brick or stucco on the ground floor exterior. No structure shall have a metal roof.

Section 11. Garage Doors. Every dwelling shall be equipped with garage doors. The color and type of each garage door shall be subject to committee approval.

Section 12. Trespass. Whenever the Committee and/or the Declarant are permitted by the Declaration to repair, clean, 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. Exterior Use of Property.

(a) No basketball goal, badminton net, tennis net, volleyball net or other similar sports equipment shall be attached to any dwelling within the subdivision, or shall be free standing in the front of the property.

(b) No outside television or radio antenna shall be constructed within the subdivision.

(c) No wires or cables of any kind shall be strung above the ground within the subdivision.

(d) No garage within the subdivision may be used for storage of any items unless the garage is equipped with doors that are kept closed, except when necessary to permit the passage of a vehicle.

(e) No window air condition units are allowed.

(f) Mail boxes are to be standard as specified by the Committee.

(g) Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

(h) All building debris, stumps, trees, etc. must be removed from each lot by the builder as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the subdivision.

(i) During construction, homes and garages must be kept clean and yards cut. It is also understood that it is the responsibility of all owners to keep their lots and improvements in a neat and orderly condition at all times.

(j) No exterior liquefied fuel storage containers of any kind shall be permitted in the subdivision.

Section 14. Certain Controls.

(a) To implement effective insect, reptile, and fire ant 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 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 an obligation on the part of the Declarant or the Committee 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) Entry upon Property pursuant to the provisions of this Section shall not be deemed trespass. The rights reserved unto the Declarant and the Committee in this section shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purpose of this Declaration.

Section 15. Landscaping Plan Approval. In addition to the provisions contained herein, the landscaping plans for any lots, dwellings, and the portions of the common areas contiguous to the golf course located on Hattiesburg Country Club property shall, for that portion of such lot, dwelling, or commons areas which is within twenty-five (25) feet of such golf course, be in general conformity to the overall landscaping plan of such golf course, and shall be subject to the Hattiesburg Country Club's prior approval, which shall not be unreasonably withheld. To promote a suitable and attractive open space atmosphere, no solid line of fence, wall, building or shrubbery will be permitted within twenty-five (25) feet of the rear of the lots, dwellings or portion of the common areas which are continuous to the golf course. There is hereby reserved over and across such twenty-five (25) foot portion of the lots, dwellings and common areas the right and servitude of light, air and view for the benefit of the adjacent golf course located on Hattiesburg Country Club property.

Section 16. Entry by Golfers. Each lot, dwelling and any portion of the common areas which are continuous to the golf course located on the Hattiesburg Country Club property shall be subject to the right and servitude on the part of registered golf course players and their caddies to enter upon twenty-five (25) feet of such lot immediately continuous to the golf course, or the common areas, to remove a ball, such entering not being deemed to be a trespass. Golf course players or their caddies shall not be entitled to enter on any such lots, dwellings or portions of the common areas with a golf cart or other vehicle, nor to spend any unreasonable amount of time on any such lot, dwelling or the common area, or in any way commit a nuisance which on any such portion of the development.

Sections 17 Compliance.

(a) In the event of a violation or a breach of any other restrictions contained in this Declaration by a Property Owner, or agent of such Property Owner, the Declarant and/or other Property Owners, or in any event, jointly or severally shall have the right 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 summarily abate or remove the same at the expense of the Property Owner if, after thirty (30) days written notice of such violation, it 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 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 this 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 our subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court for any restrictions of this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE VII BUILDING REQUIREMENTS

Section 1. Set Back. No building shall be located within Forty (40) feet of the front line on Lots One (1) through Four (4) nor within Thirty (30) feet of the front line on Lots Five (5) through Thirty (30) and Lots Fifty (50) through Fifty-four (54) nor within Twenty (20) feet of the front line on Lots Thirty-one (31) through Forty-nine (49). No building may be nearer to the side line than Ten (10) feet; or to the rear property line within Twenty-five (25) feet. Building locations must also conform to the zoning ordinances of the City of Hattiesburg. Note: It may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations and/or proximity of adjacent structures. Therefore, notwithstanding anything else herein to the contrary, the Committee may approve specific deviations to said setback requirements which are believed to be beneficial to a specific homesite or to adjacent home sites.

Section 2. Multiple Lots. Two or more lots may be used for the construction of one

dwelling and two dwellings may be constructed on three lots, each using one and one-half (1½) lots. In such cases, dwellings may be constructed on or over the original lot boundaries, if the prior written consent of the Committee is obtained.

Section 3. Height Restriction. The maximum height of any dwelling shall be Thirty-eight (38) feet.

Section 4. Fences. All fences for back yards and swimming pools must be approved by the Committee prior to their construction.

Section 5. Driveways. Driveways at home sites with rear access, Lots Eighteen (18) through Twenty-nine (29), backing on the alley present a special opportunity. To maintain a pleasing view along the alleyway, special design guidelines have been determined. Patio walls and fences that are to be built within the rear setback must be no closer than Twelve and one-half (12½) feet from the rear property line. The rear property line also serves as the alley centerline, thereby creating a Twenty-five (25) foot wide rear access. Where a driveway enters the alley, such walls and fences should not encroach within the area on either side which would restrict visibility. Visitor parking is an important feature of each site design. In response to the special rear access feature in Lots Eighteen (18) through Twenty-nine (29) homes along the alley should have at least Two (2) off street guest parking spaces with access to the front of the structure. This guest parking should be entirely on the Lot and not part of the public right-of-way.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions, and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure 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 Forrest County, Hattiesburg, Mississippi, after which time said covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by Eighty-five percent (85%) 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 Eighty-five percent (85%) of the Property Owners (for this purpose each Property Owner shall have one vote for each Lot owned) if amended and/or changed during the thirty-five (35) year period of this Declaration.

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 the, 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 anyway affect the meaning or interpretation of this Declaration.

Section 6. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall be all cases by assumed as though in each case fully expressed in criteria.

WITNESS OUR SIGNATURE on this the ____ day of _____, 1999.

THE VILLAGE AT HATTIESBURG, LLC

BY: _____
BRADFORD H. BRIAN, MANAGER

BY: _____
ROGER L. HEBERT, MANAGER

BANCORPSOUTH BANK

BY: _____

amending the aforementioned Article VII, Section 5 to provide as follows:

Article VII, Amended Section 5 Driveways - Driveways at home sites with rear access, Lots 16-29..."

WHEREAS, The Village at Hattiesburg, LLC and the undersigned consisting of 85% or more of the property owners of The Village at Hattiesburg do hereby consent to and ratify by execution hereof the amendment of Article VII, Section 5.

NOW, THEREFORE, The Village at Hattiesburg, LLC and the undersigned do hereby declare and ratify the amendment of Article VII, Section 5 to provide as follows:

"Driveways at home sites with rear access, Lots 16-29..."

The Village at Hattiesburg, LLC and the undersigned do hereby, further, declare and affirm that all other terms, conditions and provisions of the Declaration of Covenants, Conditions and Restrictions for The Village at Hattiesburg subdivision shall remain in full force and effect and shall not be in any way affected by the amendment thereof.

THE VILLAGE AT HATTIESBURG, LLC