

**PREPARED BY AND RETURN TO:**

The Heritage at Jacobs Farm, LLC  
Ridgeland, MS 39158  
Telephone (601) 714-1200

**INDEXING INSTRUCTIONS:**

[INDEX]

**DECLARANT/DEVELOPER**

The Heritage at Jacobs Farm, LLC  
Ridgeland, MS 39158  
Telephone (601) 714-1200

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE HERITAGE AT JACOBS FARM,  
MADISON COUNTY, MISSISSIPPI**

**KNOW ALL MEN BY THESE PRESENTS** that The Heritage at Jacobs Farm, LLC, a Mississippi limited liability company, is the owner of real property located in Ridgeland, Madison County, Mississippi, more particularly described as follows:

**[DESCRIPTION]**

and does hereby publish and declare that the real property shown on the aforesaid plat shall be held, conveyed, sold, leased, used, occupied and improved subject to the covenants, conditions and restrictions incorporated herein.

It is the intent of Developer to develop this property as a residential subdivision to be known as The Heritage at Jacobs Farm as a part of a traditional neighborhood development. Unlike typical suburbs that separate homes from businesses and force dependence on the automobile, certain reserved parcels along Old Canton Road are intended to be developed for commercial or mixed use to bring together commercial, civic, and residential uses in a way that

enlivens the community. To provide for preservation of values and amenities in this Development and for the maintenance of certain Common Areas and Common Facilities to be developed within it, the Developer desires to subject the Development to the covenants, conditions and restrictions contained in this Declaration, each and all of which are for the benefit of the Developer and any person or other entity purchasing or otherwise acquiring an ownership interest therein, and their respective heirs, legal representatives, successors, or assigns. Developer shall create and organize The Heritage at Jacobs Farm Property Owner's Association, Inc., and shall delegate and assign certain powers and duties created by and in this Declaration to the Association (1) for the administration and maintenance of the Common Areas, including recreational facilities, parks and other open space, sidewalks, alleys and lanes and the improvements or Common Facilities located on or within the Common Areas, (2) for administration and enforcement of the provisions of the Declaration, and (3) for the determination, collection and disbursement of charges and Assessments hereinafter specified. Where used herein, "Articles" or "Articles of Incorporation" and "Bylaws" shall mean the Articles of Incorporation and the Bylaws of the Association.

The covenants, conditions and restrictions contained in this Declaration shall be deemed to run with and bind the land. The Lots in this Subdivision are identified as [Lots numbered 1 through 61], inclusive; and all dimensions are shown in feet and inches on the final, recorded plat. The Common Areas, which are reserved for the common use and enjoyment of the Owners, and which are indicated on the plat, are dedicated to the Association. The covenants, conditions and restrictions contained in this Declaration shall inure to the benefit of and be enforceable by Developer, its successors and assigns, and any person acquiring or owning an interest in the Subdivision.

## **ARTICLE I DEFINITIONS**

For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Article I unless otherwise specified or the context requires a different construction.

**SECTION 1.01. "Alley" or "Alleyways"** shall mean a minor way used primarily for vehicular service to the rear or side of properties otherwise abutting on a street. Alley shall also include any minor roadway which the Declarant conveys to the Association as a private street which is not dedicated to any governmental authority including any lanes or courts which shall remain private and shall be considered part of the Common Area.

**SECTION 1.02. "Architectural Review Committee"** shall mean and refer to a committee selected by the Developer or Association, which shall approve or disapprove plans and specifications of construction of Homes or exterior changes thereto as well as other improvements.

**SECTION 1.03. "Assessment"** shall mean and refer to a levy imposed on all Owners for the purpose of funding Common Expenses of the Association, and for other purposes as set forth herein.

**SECTION 1.04. "Association"** shall mean and refer to The Heritage at Jacobs Farm Property Owner's Association, Inc., a Mississippi not for profit corporation, and its successors or assigns. Each owner of a Lot within the Subdivision shall be a member of the Association. Members of any future residential unit within the reserved parcels along Old Canton, upon approval of the Association, may be made members of the Association on a limited basis so that residents can enjoy the Common Areas and Lake so long as the residents are required to pay assessments for Common Expenses and are subject to same rules and regulations for use of Common areas as if an owner of a Lot within the Subdivision.

**SECTION 1.05. "Common Areas"** shall mean and refer to all real property, including, but not limited to, those areas labeled as "Common Area" on the subdivision plat, Streets, the Lake, park areas, common parking areas as may be designated by the Developer or the Association, Subdivision entrances and other such real property now or hereafter acquired by or otherwise available to the Association for the use and benefit of its members. Related to Common Area, "Common Facilities" shall mean and refer to the facilities and/or improvements and property located on or within the Common Area. A reference herein to "Common Area" shall include Common Facilities as appropriate. The Lake (as said term is hereinafter defined) and related retaining walls, gates, fences, drainage pipes and drainage facilities and such similar facilities shall be considered Common Facilities and shall be the responsibility of the Association.

**SECTION 1.06. "Common Expense"** shall mean those common expenses incurred by the Association for the management and operation of the Common Areas and Common Facilities.

**SECTION 1.07. "Declaration"** shall mean and refer to the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

**SECTION 1.08. "Developer" or "Declarant"** shall mean and refer to The Heritage at Jacobs Farm, LLC, or any legal entity which succeeds it.

**SECTION 1.09. "Development"** shall mean and refer to that certain real property herein above described, and as shown on the officially recorded plat of The Heritage at Jacobs Farm, along with any lands or improvements subsequently added thereto under the provisions of Article II hereof.

The Development may also be referred to herein as the "Subdivision."

**SECTION 1.10 "Dominant Lot"** shall mean a Single-Family Lot to which an easement over a Servient Lot created by Article VIII of this Declaration is appurtenant (i.e., a Single-Family Lot owned by an Owner entitled to access to such Owner's Lot over certain portions of an adjoining Single-Family Lot). A Single-Family Lot may be both a Dominant Lot and a Servient Lot as to different easements created by Article IV hereof, but not as to the same easement.

**SECTION 1.11. "Governing Documents" or "Documents"** shall mean and refer to the Declaration, all Supplements, the Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time, and, in so far as consistent with the foregoing, the rules and regulations of the Association as entered in its minutes.

**SECTION 1.12. "Home"** shall mean and refer to a structure situated on a Lot within the Subdivision designed and intended for use and occupancy as a single residence.

**SECTION 1.13. "Lake"** shall mean and refer to the body of water designated as "Lake" or "Pond" on the subdivision plat, including any part of a Lot generally inundated with water.

**SECTION 1.14. "Lot"** shall mean any plot of land shown as a numerically designated subdivided parcel upon any recorded subdivision map or plat, except for Common Areas as heretofore defined.

**SECTION 1.15. "Management Agent"** shall mean the Person, if any, employed or retained by the Board of Directors for the purpose of conducting and managing the daily operations of the Association.

**SECTION 1.16. "Member"** shall mean and refer to any person, corporation, partnership, joint venture or other legal entity which is a member of the Association.

**SECTION 1.17. "Notice"** shall mean and refer to a written notice mailed to the last known address of the intended recipient or notice through a community publication which is delivered to the Homes.

**SECTION 1.18. "Owner"** shall mean the record holder, whether one or more Persons of a fee or undivided fee interest in or to a Lot, excluding a contractor, a Builder, and those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt. Each owner shall be either a Class A Member or a Class B Member of the Association.

**SECTION 1.19. "Property"** shall mean (i) all real property situated in Madison County, Mississippi, which is described in **EXHIBIT A**, and (ii) any portion of the Additional Property which is added to the Property by annexation pursuant to Article II.

**SECTION 1.20. "Servient Lot"** shall mean a Lot within The Heritage of Jacobs Farm over which an easement is created by Article VIII of this Declaration in favor of a Dominant Lot (i.e., a Lot over certain portions of which the Owner of an adjoining Lot has a right of access). A Lot may be both a Servient Lot and a Dominant Lot as to different easements created by Article IV hereof, but not as to the same easement.

**SECTION 1.21. "Streets"** shall mean the streets, roads, parking areas, curbs and sidewalks which have been, or are intended to be dedicated to and accepted for maintenance and repair by the City of Ridgeland, Mississippi, or such other governmental authority which

may have, obtain or acquire the jurisdiction or obligation for such maintenance and repair. Notwithstanding the designation of sidewalks as part of the streets, each Owner may be required to construct and maintain a sidewalk on his lot, subject to the specifications established by the Architectural Review Committee.

**SECTION 1.22. "Subdivision"** shall mean and refer to that certain real property herein above described, and as shown on the officially recorded plat of The Heritage at Jacobs Farm, along with any lands or improvements subsequently added thereto under the provisions of Article II hereof.

The Subdivision may also be referred to herein as the "Development."

**SECTION 1.23. "Supplement"** means any amendment, modification, change or restatement of or to this Declaration, including but not limited to, the filing of any instrument annexing Expansion Property or other real property.

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION**

**SECTION 2.01. The Property.** The real property, which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated, encumbered, and improved subject to this Declaration is the Property which is described in **EXHIBIT A**.

**SECTION 2.02. Common Area.** All of the real property, which is set aside as, and declared to constitute the Common Area, after such real property is conveyed to the Association by the Declarant, shall be held and owned for the common use, benefit and enjoyment of the Members. The Declarant may at any time convey additional portions of the Property to the Association and declare such portion to be Common Area. The designation of any portion of the Property as a Common Area shall not mean that the public at large acquires any easement of use, benefit and enjoyment in or to the Common Area. The Common Area shall be conveyed to the Association by the Declarant prior to, concurrent with or after the sale of the last Lot owned by the Declarant. The Association shall be responsible for maintenance of the Common Area.

**SECTION 2.03. Annexation of Additional Property.** Notwithstanding anything contained herein to the contrary, the Declarant expressly reserves the option, right and privilege (i) to annex any real property to the Property, and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section 2.07. Such Additional Property may be designated as The Heritage of Jacobs Farm Subdivision, Phase 2, Phase 3 and so on.

**SECTION 2.04. No Obligation to Annex.** The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex property as Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any property will be developed or will be annexed to the Property. By acceptance of a deed

conveying any interest, purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any property as Additional Property or annexation of proposed, current or future development of any property as Additional Property or annexation of any property as Additional Property to the Property.

**SECTION 2.05. Annexation Procedure.** To annex Additional Property to the Property as permitted by Section 2.03, the Declarant shall execute and file for record a Supplement which describes the property being annexed as Additional Property to the Property and a new, amended or revised description of the Property. The option, right and privilege of the Declarant to annex any real property as Additional Property to the Property is subject to the following provisions:

**A.** The Declarant may annex any property as Additional Property at different times and in any sequence desired by the Declarant without regard to whether the portion of the Additional Property being annexed is contiguous to the Property.

**B.** The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed. The Supplement may contain such complimentary additions to and modifications of the provisions of this Declaration the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section 2.07.

**SECTION 2.06. Effect of Annexation.** Upon a Supplement referred to in Section 2.05 being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, and the Common Area of or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and memberships of the Association, including the Articles, the Bylaws and any rules and regulations promulgated or adopted by the Board of directors.

**SECTION 2.07. Supplementary Declarations.** As and when the Declarant begins the construction and marketing of an area within any Additional Property which is to be platted into Lots, the Declarant may file a Plat and a Supplementary Declaration for such area and the Lots contained therein and described on such Plat. The Supplementary Declarations may contain such additions or modifications to this Declaration as the Declarant determines appropriate for the character and use of such area, including, but not limited to the establishment of setback restrictions; size and style requirements for Dwellings; sidewalk, fence, and mailbox requirements or restrictions and maintenance and security requirements. No approval of any other party shall be necessary for the Declarant to file any such Supplementary Declaration.

### **ARTICLE III THE HERITAGE AT JACOBS FARM**

## PROPERTY OWNER'S ASSOCIATION, INC.

**SECTION 3.01. ORGANIZATION.** The Declarant shall organize the Association by filing Articles of Incorporation with the Secretary of State of Mississippi. The Association shall be responsible for the administration and maintenance of the Common Areas and the enforcement of the provisions of this Declaration as they relate to the Association.

**A. THE ASSOCIATION.** The Association is a not-for-profit corporation organized and existing under applicable laws of the State of Mississippi, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, Bylaws, and this Declaration, as such may be amended from time to time; provided, that neither the Articles nor Bylaws, shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

**B. SUBSIDIARY ASSOCIATION.** The Association shall have the right to form one or more subsidiary associations for any purpose or purposes deemed appropriate by a majority vote of its Board of Directors. Without limiting the generality of the foregoing, one or more subsidiary associations may be formed for the operation and maintenance of any specific area or function within the Subdivision; however, such subsidiary association shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

## SECTION 3.02. MEMBERSHIP.

**A. DEFINITION.** Members shall include all fee simple Owners of Lots in the Subdivision. Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the Governing Documents.

**B. MEMBER'S RIGHTS.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the Governing Documents.

**C. VOTING RIGHTS.** The Association shall have two classes of voting membership, as follows:

(1) **CLASS A.** Class A Members shall be all Owners of Lots except for the Developer. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves determine (subject to sub-paragraph 2-D) below, but in no event shall more than one vote be cast with respect to any Lot.

(2) **CLASS B.** Class B Member shall be the Developer, who shall have four votes for each Lot it owns in all matters, including the election of Directors for the Association. The Class B Membership, and all rights appurtenant to such membership, shall cease when ninety percent (90%) of the Lots are deeded to homeowners, or on January 1, 2031, whichever occurs first. At any time after the Class B Membership shall cease, if the

Developer subsequently plats some or all of the Expansion Property or annexes property to the Subdivision as permitted by Article II, then the status of the Developer as a Class B Member shall be fully reinstated for so long as it continues to own at least 10% of all the Property in the newly platted area.

**D. EXERCISE OF VOTE.** The vote appurtenant to any Lot, which is held by more than one person, may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote appurtenant to such Lot shall not be counted unless the Members unanimously agree on the vote prior to completion of voting upon the particular matter under consideration.

### **SECTION 3.03. BOARD OF DIRECTORS.**

**A. COMPOSITION.** The number and method of selection of Directors shall be as provided in the Bylaws. The initial Board of Directors shall consist of the two (2) individuals designated in the Articles or appointed by the incorporators. After the first meeting of the Members, the Board of Directors shall consist of the number of individuals as may be prescribed in the Bylaws from time to time. Directors need not be Members. The Directors shall be elected or appointed by the Members in the manner prescribed in the Bylaws, except that so long as the Class B Membership exists, the Class B Member shall be entitled to appoint the number of Directors which is one more than one-half of the Directors to be elected or appointed.

#### **B. EXTENT OF POWERS.**

(1) The Board of Directors shall have all powers for the conduct of the affairs of the Association which are enabled by law and in the Governing Documents and which are not specifically reserved to Members, the Developer, or the Architectural Control Committee in said documents.

(2) The Board of Directors shall exercise its powers in accordance with the Governing Documents.

**C. POWERS AND DUTIES.** Without limiting the generality thereof, the Board shall have the power and obligation to perform the following non-exclusive list of duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real, including property Streets, or personal property for the benefit of the Members in connection with the affairs of the Association, subject to the other provisions of this Declaration.

(2) Insurance. To purchase any insurance deemed appropriate to protect the Members, officers and directors including, but not limited to liability insurance for the Board of Directors and its officers.



(3) Rule Making. To establish rules and regulations for the use of the Subdivision and Common Area and to review, modify and approve architectural standards adopted by the Architectural Review Board.

(4) Set Budgets. Determine Common Expenses and set budgets and reserves.

(5) Management Agent. To retain or employ a Management Agent for such compensation and for the performance of such duties and services as established or prescribed by the Board of Directors from time to time. Any management agreement entered into by the Association and any Management Agent shall permit termination for cause by the Association upon thirty (30) days' written notice to the Management Agent. The term of any such management agreement shall not exceed one (1) year but may be renewable by mutual agreement for successive one-year terms. No Management Agent shall hold funds of the Association in its own name. No Management Agent may have more access to accounting or banking records than the Board of Directors.

(6) Set Assessments. To fix, levy and collect assessments as provided in Article V;

(7) Easements. To grant and convey easements to the Common Area as may become necessary.

(8) Employment of Agents. To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association.

(9) Hiring of Professionals. To retain or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, contractors, engineers, consultants or other Persons who may be helpful, necessary, appropriate or convenient in or to the Association's affairs, whether or not related to or affiliated with any director or officer of the Association or any Member or the Declarant.

(10) Appeals. To decide appeals relative to architectural review applications as provided herein.

(11) Enforcement of Governing Documents. To perform such acts, as may be reasonably necessary or appropriate, including bring suit, causing a lien to be foreclosed or suspending membership rights, including but not limited to voting rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to approval which may be filed and is pending.

(12) Disputes. To determine matters of dispute or disagreement between Owners with respect to interpretation or application of the Governing Documents, which determination shall be final and binding on all Owners.

**SECTION 3.04 Limitation of Liability.** Neither the Declarant, its agents, officers, partners, members, managers, or employees, nor the Association, the Board of Directors, any Director nor any Officer of the Association shall be liable to any Person for any failure of or failure to provide any service to be furnished by the Association or to be paid with funds from charges, fees or Assessments, or for any death, injury or damage to any Person or property caused by the elements or caused by or resulting from electricity, gas, or water which may discharge or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or similar property. Neither the Declarant, its agents, officers, partners, members, managers, or employees, nor the Association, the Board of Directors, nor any officer of the Association shall be liable to any Person for theft or other loss of or damage to any property which may be left or stored in the Common Area, common facilities, any Lot or street. No diminution or abatement of Annual Assessments or Special Assessments shall be claimed or allowed for the inability to use, any inconvenience or discomfort caused by or arising or resulting from the need for or the conduct of routine or other maintenance or repairs, or the construction or reconstruction of improvements on the Common Area or common facilities, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any Supplement, any law or ordinance or the order or directive of any governmental authority or any court.

#### **ARTICLE IV COMMON AREAS & PROPERTY RIGHTS**

**SECTION 4.01. OBLIGATIONS OF THE ASSOCIATION.** The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the exclusive management and control for the benefit of the Members of the Streets and other Common Areas conveyed to it and all Common Facilities thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean and attractive order and repair in compliance with standards contained in this Declaration. The Association shall be responsible and provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Streets, Common Area and any Common Facilities or improvements located thereon.

**SECTION 4.02. ASSOCIATION RIGHTS & OWNERS EASEMENTS OF ENJOYMENT.** The Association duties are to provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Streets, Common Area and Common Facilities within the Development. The Members' rights and easements of enjoyment in and to the Common Areas shall be subject to the following:

A. The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of any Common Facilities situated upon the Common Areas or use of the Common Areas by the Members of the Association and their guests.

B. The right of the Association to suspend the voting rights and right to use of the Common Area and Common Facilities (except for the Streets or Alleyways) by an Owner for any period during which any Assessment against his property remains unpaid for more than thirty (30) days after notice; and the right of the Association to suspend the rights of an Owner

for a period not to exceed sixty (60) days after notice for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

C. The right of the Association to borrow money for the purpose of acquiring and improving Common Areas and related Common Facilities in a manner designed to promote the enjoyment and welfare of its members and in aid thereof to mortgage such property.

D. The right of the Association to take such steps as is reasonably necessary to protect the property of the Association against mortgage default and/or foreclosure.

E. The right of the Association to reasonably limit the number of guests of members to the use of any Common Area and Common Facilities which are developed upon the Common Areas.

**SECTION 4.03. MEMBER DELEGATION OF USE.** Any Owner may delegate, in accordance with the Bylaws, his right to enjoyment to the Common Areas and Common Facilities to the members of his family, his guests, or his tenants, who reside in a Home on his Lot, subject to such general rules and regulations as may be established by the Association.

**SECTION 4.04. DAMAGE OR DESTRUCTION OF COMMON AREA BY OWNERS.** In the event any Common Area is damaged or destroyed by an Owner or any of Owner's guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area. The Association shall repair said damaged area in good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount of money necessary for such repairs shall become a Restoration Assessment (Article V, Section 5.08) upon the Lot of said Owner.

**SECTION 4.05. TITLE TO COMMON AREAS.** Title to the Common Areas shall be assigned to the Association by the Developer at such time as the Developer deems appropriate, in its sole discretion. Even prior to the formal transfer of title the Association shall have all responsibility and liability for the Common Areas, subject to the provisions of this Declaration.

**SECTION 4.06. LAKE.** As set forth herein, there is located within the Development a Lake, as shown on the subdivision plat of the Development. The Lake shall be considered a part of the Common Area. The Association shall be responsible for the maintenance of the Lake, and any associated dam, spillway, outlet works and similar facilities. The Association shall be responsible for the maintenance of the appropriate water quality of the Lake. The Association shall not be responsible for the control or management of wildlife of any kind which habitat in or around lakes; however, the Association shall have the right, but not the duty, to undertake activities intended to effect control and management of such wildlife but in so doing shall not be responsible for the failure of such activities to achieve their objectives. Snakes, beavers, Canadian geese and other animals, and the danger, destruction or nuisance they are believed to present and pose, are to be expected in and around lakes even with the implementation of activities intended to control

and manage same.

Neither the Developer nor the Association shall be responsible for the safety of any person using the Lake, Lake shore or any related areas or facilities for any purpose. Any person who becomes an Owner shall be deemed to have fully accepted responsibility for the activities and safety of members of his family and guests and shall further be deemed to have waived the right to, and to have agreed not to, assert any claim against the Developer or any of its associates or members or the Association or any of its directors, officers or members for any loss, injury, damage or death arising from authorized or unauthorized use of the Lake, Lake shore or any related areas or facilities.

The Lake and Lake shore within the Shoreline and Seawall Maintenance Easement (hereinafter defined) shall be in all respects held and owned for the common use, benefit and enjoyment of all the Members of the Association as other Common Areas, subject to the provisions of this declaration and such reasonable rules and regulations as may be promulgated by the Association through its Board of Directors. However, notwithstanding the above, no Owner or other person shall have the right to enter upon or access the Lake by means of another Owner's Lot.

Any part of a Lot which is within fifteen (15) of the Lake, as shown on the subdivision plat, is subject to a Shoreline and Seawall Maintenance Easement in favor of the Association. The "Lake Shoreline and Sea Wall," to be maintained by the Association as a Common Facility, shall be located within the Lake Shore Easement.

The Developer reserves unto itself and the Association the right to withdraw and use water from the Lake for irrigation of any land owned by the Developer, or a person or group affiliated with the Developer, any Common Area, and/or any Lot.

The Developer reserves unto itself and the Association the right from time to time and at any time to (1) occupy, use, disturb, improve, restrict or condition the use or occupancy of the Lake and Lake shore for any reasonable purpose and (2) to exclusively occupy, use and disturb all or any part of the Lake and Lake shore deems necessary or advisable for the purpose of caring for, maintaining or operating the Lake.

## **ARTICLE V COVENANT FOR ASSESSMENTS**

**SECTION 5.01. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT.** The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Special Assessments for capital improvements or other purposes so authorized and approved, such assessments to be established and collected as hereinafter provided; and, (3) Restoration Assessments incurred by Owners damaging Common Area properties for which they would be legally responsible under State laws. The Annual, Special and/or Restoration Assessment, together with interest thereon, late charges and costs of collection, and

reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such Assessment together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Areas or abandonment of his Lot.

**SECTION 5.02. PURPOSE OF ANNUAL ASSESSMENT.** The assessment levied by the Association shall be used exclusively to provide services and to promote the recreation, health, safety, and welfare of the residents in the Subdivision and for the improvements and maintenance of the Common Areas and Common Facilities within the development. An adequate reserve for replacements of Common Facilities and equipment shall be established and funded from the Annual Assessment as set forth below.

**SECTION 5.03. RESERVES FOR REPLACEMENT.** As a part of the Annual Assessment, the Association shall establish and maintain a reserve fund for repairs and replacements of the Streets, Lake Sea Wall and Shoreline, commonly owned fencing and landscaping and all other Common Area and Common Facilities and shall allocate and pay such amount to the reserve fund from time to time as may be designated by the Board of Directors.

A. Amounts paid to the reserve fund shall be included in the Annual Assessment. All amounts paid into the reserve fund shall be deposited in such bank account or accounts in federally insured banks or in such investment accounts or investment assets as shall be designated by the Board of Directors from time to time. The reserve fund for repair and replacement may be expended only for (1) the repair and replacement of the Streets, Alleyways, Common Area and Common Facilities, including sidewalks or parking areas, (2) equipment replacement, (3) non-recurring start-up expenses and operating contingencies of the Streets, Common Area and Common Facilities, and (4) such other similar items as deemed appropriate by the Board of Directors. The Association may establish other reserve funds for other purposes considered necessary or appropriate by the Board of Directors from time to time.

B. The proportional interest of each Class A Member in any reserve funds shall be considered to be an appurtenance to the Lot of such Member, and shall not be withdrawn, assigned or transferred separately from or other than as an appurtenance to the Lot to which the proportional interest in the reserve funds appertain. Any sale of the Lot shall be deemed to be a transfer or assignment of the proportional interest in the reserve funds. No Member shall be entitled to a refund of his proportionate share of such reserve funds.

**SECTION 5.04. COMMON EXPENSE & MINIMUM SERVICES PROVIDED.**

The specific services to be provided shall be decided upon by the Association's Board of Directors. As a minimum they will include:

A. The cost of all operating expenses and repair and maintenance of the Street system located within the Development.

- B. The cost of all operating and repair and maintenance expenses of the Common Areas and Common Facilities and services furnished.
- C. The cost of necessary management and administration.
- D. The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay.
- E. The cost of adequate fire and extended liability insurance on all Common Areas and Common Facilities and any other insurance the Association may effect.
- F. The cost of maintaining, replacing, repairing and landscaping the Streets, Lake, Lake Sea Wall, commonly owned fencing and landscaping, commonly owned parking areas, if any, and all other Common Area and Common Facilities as the Association's Board of Directors determine to be necessary and proper;
- G. The cost of funding all reserves established by the Association, including general operating reserve and a reserve for replacements; and,
- H. All payments toward debts owed by the Association.
- I. The repair and maintenance of the Lake Shoreline and Sea Walls located behind Lots 22-33 and through Common Area D shall be the sole responsibility of the Association. Said Lake Shoreline and Sea Walls shall be considered Common Facilities and shall be maintained by the Association.

**SECTION 5.05. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES.** The Annual Assessment provided for herein shall commence on the first day of the month immediately following the conveyance of the first Lot to an Owner, subject to the other provisions hereinbelow, and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the first Annual Assessment against each Lot by a majority vote. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. The Annual Assessment may be collected in advance on a periodic pro-rata basis at the option of the Board of Directors.

**SECTION 5.06. CHANGES IN ANNUAL ASSESSMENT.** Changes may be made in the Annual Assessment as follows:

- A. From and after January 1 of the year immediately following the year or that part of the year in which the First Annual Assessment is imposed, the Annual Assessment may be increased by the Board of Directors each year not more than ten percent (10%), above the prior Annual Assessment, without the assent of two-thirds (2/3) of the total votes cast by Class A

Members and Class B Members of the Association, in person or in proxy, at a meeting called for such purpose, whether annual or special;

B. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the Annual Assessment for any year at a lesser amount than that for the previous year.

**SECTION 5.07. SPECIAL ASSESSMENT.** In addition to the Annual Assessment 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 construction, repair or replacement of a capital improvement upon the Common Areas, including Common Facilities and fixtures and personal property related thereto, provided that any such assessment shall be approved within the assent of two-thirds (2/3) of the total votes cast by Class A Members and Class B Members of the Association, in person or in proxy, at a meeting called for such purpose, whether annual or special;

**SECTION 5.08. RESTORATION ASSESSMENT.** The Association, by and through the Board of Directors, may levy a Restoration Assessment upon any Lot whose Owner damages or causes to be damaged any portion of the Common Areas or Common Facilities, as provided herein, and upon any Lot whose Owner fails to maintain such Lot, as provided herein. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration and the cost of collection thereof; and such shall constitute a lien against a Lot, recordable among land records.

**SECTION 5.09. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZE UNDER SECTIONS 5.06(A) AND 5.07.** Any action authorized under Section 5.06(A) and 5.07 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than ten days or more than thirty (30) days in advance of the meeting. At the meeting called for such purposes, the presence of members or of proxies entitled to cast fifty percent (50%) 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.

**SECTION 5.10. ASSESSMENTS ARE NOT DUES.** No portion of any Annual or Special or Restoration Assessments provided in or permitted by this Section are intended to be, or shall be construed to be, dues for membership in the Association.

**SECTION 5.11. UNIFORM RATE OF ASSESSMENT.** Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or yearly basis as determined by the Association's Board of Directors; such assessments shall be determined as follows:

A. Lots with completed Homes shall be assessed at one hundred percent (100%) of Assessment as established by the Association.

B. Vacant Lots or Lots with Homes under construction shall be assessed at one hundred percent (100%) of Assessment as established by the Association and will commence one year from the date of conveyance of the Lot by the Developer, or upon occupancy of the Home, whichever occurs first.

C. Vacant Lots or Lots with Homes under construction owned by the Developer or entities related to the developer shall not be subject to Assessment by the Association.

D. No Assessment of any kind or nature shall be levied by the Association against any Common Area or areas not platted or reserved for future development by this Declaration.

**SECTION 5.12. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.** Any Assessment not paid within thirty (30) days after the due date shall be considered delinquent and shall be subject to a late fee to be determined by the Board of Directors and shall bear interest from the due date at a rate to be determined by the Board of Directors for each assessment period not to exceed the maximum rate which may be charged under applicable State and Federal laws. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot. Each Owner, by his acceptance of a conveyance of a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available, including judicial and non-judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Members.

A. If any proceedings to foreclose the lien for any unpaid portion of an Assessment is commenced by the Association with respect to any Lot, The Board of Directors may require the Owner(s) of the Lot to pay reasonable rent for use of the Lot. The Association shall be entitled to the appointment of a receiver to collect such rent.

B. The Board of Directors may post or publish in any prominent location within the Development and/or any internet or other online medium used by the Association, a list of Members who are delinquent in the payment of any portion of an Assessment or other fees which may be due to the Association, including any installment of an Assessment.

C. Upon default in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments shall immediately be and become due and payable, unless the Board of Directors shall otherwise direct. In addition to the amount of the unpaid Annual or Special or Restoration Assessments, the following amounts shall be consider to be Special Assessments against the Lot and the Owner(s) of such Lot shall be subject to the lien of Assessments as provided herein: (i) all reasonable costs and expenses of collection of Assessments including attorneys' fees, court costs and other costs relating to the collection of Assessments or enforcement of the lien of Assessments, whether or not suit is filed; (ii) such



late payment charges or fees as shall be established by the Board of Directors from time to time; (iii) such Association overhead charges as shall be established by the Board of Directors which reimburse the Association for overhead or indirect costs and expenses incurred to collect unpaid Assessments or to perform or satisfy any obligation or duty imposed upon such Owner(s) under this Declaration or any Supplement; and, (iv) interest on or to all amounts specified in this Section, including the unpaid balance of all Assessments; such interest shall accrue from the due date until paid in full at the rate determined by the Board of Directors.

**SECTION 5.13. PRIORITY OF LIEN.** The lien to secure payment of an Assessment against a Lot shall have preference over any other liens, assessments, judgments or charges of whatever nature, except (i) general and special assessments for ad valorem property taxes on or against such Lot, or, (ii) the lien of any first mortgage on such Lot made in good faith and for value received and duly recorded prior to the Assessment creating the lien against the Lot.

**SECTION 5.14. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the Assessments provided for herein shall be subordinate to the lien of any 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 not extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or for any assessments thereafter becoming due or from the lien thereof. The Owner of a Lot may create a second mortgage on the condition that any such second mortgage shall always be subordinate to all the terms, conditions, covenants, restrictions, uses, limitations, obligations, liens for Assessments and other payments created by this Declaration, by the Bylaws and rules and regulations of the Association.

**SECTION 5.15. FILING OF NOTICE OF DELINQUENCY.** If any Owner becomes more than thirty (30) days delinquent in paying any Assessment, the Association may file a Notice of Delinquency in the Land Records of Madison County, Mississippi, referencing such Owner and the Lot to which such delinquency applies. When such Assessments have been paid, the Notice shall be canceled.

**SECTION 5.16. EXEMPT PROPERTY.** Common Areas and Streets are exempt from Assessments created herein.

**SECTION 5.17. LIMITATION OF LIABILITY.** Neither the Association nor the Developer shall be liable for any failure of any services to be obtained by the Association or paid for out of its Funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas and Common Facilities or from any wire, pipe, drain, conduit or the like. Neither the Association nor the Developer shall be liable to any Member, guest or other party for loss or damage by theft or otherwise, of articles which may be stored upon the Common Areas or in Common Facilities. No diminution of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or Common Facilities or from any action taken by the Association or the Developer to comply with any law or ordinance or with the order or direction of any State, County or municipal

governmental authority.

## **ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE**

**SECTION 6.01 RESTRICTION ON IMPROVEMENTS.** No Home, building, fence, wall or other structure or improvement shall be commenced, erected or maintained within the Development, nor shall any exterior addition to, or change or alteration therein, be made to any structure until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and any and all other facets of the proposed work deemed important by the Architectural Review Committee. Plans and specifications shall include, but not be limited to, a plat of the location of the structure on the Lot, including drainage, the floor plans and elevation of the structure, a specification building materials list including roofing, brick, siding and exterior color selection, and such other items or information as may be required by the Architectural Review Committee. It is the intent of the Developer to preserve an overall harmonious, pleasing appearance of the Subdivision through architectural control of exterior color and material selections, structure design and elevations. The Architectural Review Committee shall promulgate such guidelines and requirements as it deems appropriate regarding construction in the Subdivision. It shall have wide latitude in the creation of said guidelines and requirements.

**SECTION 6.02. CREATION OF ARCHITECTURAL REVIEW COMMITTEE.** The Developer shall designate representatives and select members for an Architectural Review Committee to act for these purposes. While the Architectural Review Committee is selected by the Developer it shall be composed of three (3) or more representatives, including: A contracted architect, a contracted landscape architect, and a member or representative of Developer. The Architectural Review Committee shall be charged with setting guidelines, such as type of roofing material and color, standardized mailboxes, brushed concrete driveways, and other matters and shall establish a fee schedule for services rendered. The Developer shall maintain control and select the members of the Architectural Review Committee until such time as it, in its discretion, shall transfer control to the Association. The Developer shall maintain control of the Architectural Review Committee, if it desires, so long as it owns any real property or Lots in the Development or the Expansion Property. Thereafter, the Association's Board of Directors shall select the Architectural Review Committee.

**SECTION 6.03. FAILURE TO ACT.** In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after a complete set of plans and specifications and all necessary documents have been submitted to it, such design and location shall be deemed to be approved.

**SECTION 6.04. APPEAL OF DECISION.** An applicant may appeal an adverse Architectural Review Committee decision to the Board of Directors of the Association who

may reverse or modify such decisions by a two-thirds (2/3) vote of the Directors present at such meeting.

## **ARTICLE VII PROTECTIVE COVENANTS AND RESTRICTIONS**

**SECTION 7.01. LAND USE AND BUILDING TYPE.** All Lots shown on the recorded plat of The Heritage at Jacobs Farm [Lots 1 through 61] inclusive, shall be known, described and used as residential lots and for a residential purpose. No structure shall be erected, altered, placed or permitted to remain on any of said Lots herein designated in said Subdivision other than one single family residential unit constructed for the purpose of housing not to exceed one family, not exceeding two stories in height along with customary outbuildings, such as garage and/or pool house, either separated with or in connection with the main Home.

**SECTION 7.02. RESIDENTIAL PURPOSE.** The term "residential purpose" shall generally be defined as Single-Family homes and shall exclude all home occupations and commercial and professional uses. However, this paragraph shall not prohibit use of a portion of a residence not to exceed fifteen percent (15%) of the total living area as a part-time professional office, which does not solicit or receive customers, provided that no signs advertising such use are posted on or about the premises, no person other than members of the family residing on the premises shall be engaged in such occupation; there is no change in the outside appearance of the premises or other evidence of such home occupation; no equipment or process is used in such home occupation which creates noise, vibration, glare, fumes, odors, electrical interference detectable to the normal senses of the Lot; no additional traffic is generated in the Subdivision because of such use, and any annual permit for such use required is obtained from the appropriate governing authority. No noxious or offensive trade or hobby activities, including automotive repair, shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance to other Owners within the Subdivision. Any and all such usages contrary to this Section are hereby expressly prohibited.

**SECTION 7.03. TIMELY CONSTRUCTION.** The exterior of all structures and grounds related thereto within the Subdivision must be substantially completed in accordance with the plans and specifications approved by the Architectural Control Board within twelve months after construction of the same is commenced, except by approval of the Architectural Control Board, or where such completion is impossible or is the result of matters beyond the control of the Developer or builder, such as strikes, casualty losses, national emergencies or acts of God.

**SECTION 7.04. EROSION CONTROL.** The Lot Owner, whether it be the home builder during construction or homeowner, is responsible for control of soil erosion from his Lot onto any Street or other property or Lot within the Subdivision.

**SECTION 7.05. BUILDING LOCATION.** No building, or extension or part thereof (excluding exterior air conditioning equipment and excluding overhead soffits and

eaves), shall be erected on any residential Lot in the Subdivision nearer than ten (10) feet from the front Lot line; or nearer than five (5) feet from the rear Lot line; or nearer than ten feet (10) feet from side Lot line which is not designated at the zero Lot line. Along the zero line the Home may be constructed so that all or portions of one side of such Home (and such fences or masonry walls extending from such side or sides) are situated on the side boundary lines of the Lot, however, distance between buildings must be a minimum of ten (10) feet.

Driveways may intrude upon the front, side and rear setback requirements. Exterior air conditioning equipment, overheard soffits and eaves of buildings located within the setback lines provided in this paragraph may extend across setback lines but shall not extend across any other Lot lines.

**SECTION 7.06. HOME SIZE.** Heated and cooled living area minimum square footage for main residential structure in the Subdivision shall be not less than fourteen hundred (1,400) square feet. For the purpose of determining heated and cooled living area, porches (other than glass enclosed), garages, and storage areas shall not be included in determination of livable heated and cooled floor area of each residence.

**SECTION 7.07. SIDEWALK REQUIREMENT.** All Lots shall be required to have a brushed concrete sidewalk at least forty-eight (48) inches wide and four (4) inches thick along the Lot line at least thirty-six (36) inches from the curb within the Street right-of-way and shall extend along the Street frontage. Further, the Architectural Review Committee may promulgate revised or different requirements for the location of sidewalks for all lot or for certain Lots based on the Lots' location, topography and other factors. Any required sidewalk shall be installed prior to close of final inspection of any Home on each Lot.

**SECTION 7.08. GARAGES.** Each single-family structure shall be required to have a covered off-street parking facility for not less than two automobiles. Any car storage area that is front or side loading from the street must be in the form of an enclosed garage. Any enclosed garage must be equipped with an automatic opening and closing device.

**SECTION 7.09. PRIVACY FENCING.** All privacy fencing materials and location must be approved by the Architectural Review Committee. Fencing material must be of treated wood or black metal fencing, unless variance as to fencing material is granted by Architectural Review Committee for good cause shown, and fencing must conform to height and design as specified by the Architectural Review Committee. However, on all Lake view lots, only metal fencing will be allowed along the lot line adjacent to the Lake. No Fencing shall be installed that inhibits the proper drainage of storm water without adequate measure approved by the Architectural Review Committee to address storm water drainage.

Installation of chain-link, cyclone, or other wire fencing is not permitted, except for around detention or retention ponds within the common areas. No fence, wall or hedge shall be placed on any of the said Lots nearer to any street than is permitted for the Home on said Lot that is higher than thirty-six (36) inches. Developer, or the Association, reserves the right to remove or cause to be removed, at Owner's expense, any fence, hedge, wall or other structure

which interferes with the visibility required for the safe flow of vehicular traffic.

An exception to the Subdivision standard privacy fencing will be the installation by Developer of any type of fencing he may choose to enclose certain perimeters of the overall Subdivision or decorative fencing to enhance the visible appearance of the Subdivision.

**SECTION 7.10. VISIBILITY OF MECHANICAL EQUIPMENT.** No mechanical equipment shall be located so as to be visible from the street and must be enclosed by treated wood fencing: except, however, an air conditioning compressor used in connection with the main Home may be located on the side of such Home. No air conditioning compressor may be located on the front of any structure facing the street.

**SECTION 7.11. OVER NIGHT STREET PARKING AND COMMON PARKING.** No overnight parking on the Streets is allowed. All overnight parking must be limited to driveways and garages and other areas expressly designated for common parking by the Developer or Association. Parking is expressly not permitted on the Streets overnight. It is anticipated that certain Common Area will be designated for common parking. If such parking is designated, Developer and Association shall have the right to promulgate rules and regulations regarding the common parking and shall have the right from time to time and at any time to restrict or condition the use of said parking as deemed necessary or advisable.

**SECTION 7.12. ANCILLARY STRUCTURES.** All ancillary structures, including garages, gazebos, and pool or patio covers, must be approved by the Architectural Review Committee. No garage or outbuilding on a Lot shall be used as permanent residence or living quarters. Storage buildings are expressly not allowed within the Subdivision.

**SECTION 7.13. MAILBOX REQUIREMENT.** All mailboxes shall be of a standard design and location as approved by the Architectural Review Committee.

**SECTION 7.14. LANDSCAPING REQUIREMENT.** There shall be a minimum of landscaping installed around each Home to be constructed on said Lot. This minimum landscaping shall be determined by the Architectural Review Committee.

**SECTION 7.15. LOT APPEARANCE.** Each owner shall maintain the appearance of his Lot in high quality condition and will provide and maintain landscaping on all easements and utility boxes located on his Lot. The grass, flowers and shrubbery must be kept in orderly fashion. Grass, weeds and vegetation on each Lot owned shall be kept mowed at regular intervals by Owner so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such Lot. This requirement applies to all Lots owned before and after a home is built upon the Lot. Should any Owner refuse or neglect to comply with the terms of this paragraph, the Developer, or the Association, may, at its option and in its discretion, have dead trees removed from the Lot and mow and remove debris, and the Owner of such Lot shall be obligated immediately to reimburse the Developer, or the Association, for the cost of such work, which cost shall be considered a "Restorative Assessment" and shall constitute a lien upon the Lot.

**SECTION 7.16. EXTERIOR TV AND RADIO APPARATUS.** No TV satellite dishes, or similar apparatus may be installed on any Lot. Excepted are satellite dishes no larger than thirty-six (36) inches in diameter installed in the rear or side of main structure not visible from the primary Streets in the front or side of the main structure. No radio or TV antennas may be installed which extend above the main structure's roof line. Location and installation shall require approval of the Architectural Control Board.

**SECTION 7.17. TEMPORARY STRUCTURES.** No structures of a temporary character, trailer, tent, basement, shack, barn or other outbuilding shall be used on any Lot in the Subdivision at any time as a residence, either temporarily or permanently, not shall any such structure be visible from the street.

**SECTION 7.18. LOT SUBDIVISION.** No Lot or Lots platted in the Subdivision may hereafter be subdivided, except as may allowed by the Developer as set forth herein; however, nothing in this paragraph shall prohibit the building of a residence on any Lot of said Subdivision as originally platted. In the event an Owner of two or more contiguous Lot desires to construct one Home occupying a portion of both Lot, then the covenants, conditions and restrictions contained herein shall apply as if the contiguous Lot were one single Lot.

**SECTION 7.19. RESIDENTIAL RENTAL RESTRICTED.** Except as specifically permitted herein, the lease or rental of a Home for any purposes including short term rentals and overnight rentals, whether verbal or in writing, is expressly prohibited under these protective covenants and shall constitute a violation of the terms and provisions of these protective covenants. All Homes constructed and/or located on the Property subject to these Protective Covenants shall be for owner occupancy, unless the following conditions are satisfied:

A. The lease or rental of a Home shall not be permitted unless at least one of the following ownership requirements is satisfied.

(1) The Owner is the original owner or builder who obtained the original building permit to construct the dwelling and (a) the Home is new construction and (b) a period of least one (1) year has elapsed from the date the building permit for that Home was issued **AND** at least six (6) months from the final inspection and issuance of the certificate of occupancy has elapsed; or

(2) The time periods prescribed in Section 7.19.A (1) have been satisfied and the Owner has owned the Home for at least six (6) months. For purposes of this section, the calculation of the time period of ownership shall be cumulative with the length of ownership of the immediate prior Owner if the current ownership was obtained as a result of probate or divorce proceedings or by transfer from any immediate family member.

B. The owner shall submit a proposed lease agreement to the Board at least ten (10) business days in advance for the Board to Review. Upon receipt, the Board will review within ten (10) business days and either deny or approve the lease, in its sole discretion. Said lease shall be for a term of no less than twelve (12) months and shall include a provision requiring

the Lessee to abide by all applicable Covenants, rules, and regulations established by the Association. If approved, a fully executed legible copy of the approved lease agreement shall be filed with Board along with the full name and contact information for the lessor and the lessee. The owner must promptly notify the Board of any updated contact information.

C. An annual landscape maintenance contract with a landscape maintenance contractor shall be required and in place during the entire time of the lease. Proof thereof shall be provided to the Board.

D. In the event leasing or rental is permitted, and in recognition of maintenance requirements of dwellings and residences subject to these protective covenants, for any dwelling or residence subject to a lease or rental permitted, all HOA dues and/or annual and special assessments shall be in an amount equal to double the amount charged or assessed to other owners.

E. Under no circumstances shall any dwelling or residence be rented on short term basis. No Home shall be sold, transferred, assigned, rented or leased under any time sharing, time interval or right to use programs or investment.

F. Under no circumstance shall the Board approve any lease or rental if the Owner is in material non-compliance with these Covenants at the time of application or if the Owner is delinquent on any assessments or fees payable to the Association.

**SECTION 7.20. ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs and cats or other household pets may be kept, provided that such are not kept, bred, or maintained for any commercial purpose. All pets must be kept on a leash and under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents. All pets must be properly vaccinated and registered with appropriate public authorities. Any outside enclosures for dogs, cats, or other household pets shall be located behind the rear of the Home, shall be screened from public view and shall be maintained in a sanitary condition, all in accordance with the general rules and regulations of any governing authority.

**SECTION 7.21. VEHICLES & RECREATIONAL EQUIPMENT.** Campers, camper trailers, recreational vehicles, boats and/or boat trailers, trailers and trucks shall be stored within the confines of the garage or other Common Area specifically designated for that purpose by the Association, if any are so designated. All such vehicles and recreational equipment must not be visible from the Street.

**SECTION 7.22. COMMON AREAS.** All Common Areas, Common Facilities, Streets and Lake areas are under the control of the Association.

**SECTION 7.23. SIGNAGE.** No sign of any kind shall be displayed to the public view on any Lot without consent of the Architectural Review Committee, except one sign to be designated by Developer and Architectural Review Committee of not more than six (6) square feet advertising the property for sale, or signs used by a building contractor to advertise the

property during the construction and sales period, said sign to be located within the confines of the Lot. The Association and/or the Architectural Review Committee shall be permitted to designate the type and style of signs permitted.

**SECTION 7.24. GUNS, FIREARMS, WEAPONS.** No guns, firearms or weapons of any kind, including but not limited to, handguns, rifles, shotguns, BB and pellet guns, pistols, bows and arrows, sling-shot or other weapons shall be allowed, on any Street or Common Area or discharged anywhere within the confines of the Subdivision.

**SECTION 7.25. NUISANCES.** No noxious or offensive trade or activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

**SECTION 7.26. DUMPING OF WASTE.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash receptacles should be stored out of sight except on designated trash pickup days.

**SECTION 7.27. SANITATION.** The use of privies, septic tanks, cesspools or disposal plants for disposal of sewerage is prohibited. The use of outdoor toilets is prohibited, except during construction. All homes constructed in the Subdivision must be connected to the existing public sewerage system maintained by the City of Ridgeland, or appropriate governmental body.

**SECTION 7.28. WATER SYSTEMS.** No individual water supply systems shall be permitted on any Lot. All homes constructed in the Subdivision must be connected to the installed water supply system operated by the City of Ridgeland, or appropriate governmental body.

**SECTION 7.29. STRUCTURAL ALTERATIONS, ADDITIONS AND EXTERIOR COLOR.** If a Lot Owner desires to alter, deviate, change exterior appearance, enclose or incorporate additions of any type, including but not limited to, addition garage, which deviate from the original plans and specifications-as filed with the Architectural Review Committee, the Lot Owner must submit revised plans and specifications indicating location, materials, color selection, design and location plat to the Architectural Review Committee for approval prior to commencement of construction of such alteration, change, deviation, exterior change, enclosure or addition. This requirement shall also apply to exterior color changes. It is the Developer's intent to maintain an attractive, harmonious appearance to said Subdivision.

**SECTION 7.30. STREETS.** It is the intent of the Developer to dedicated to the City of Ridgeland, Mississippi, or such other governmental authority which may have, obtain or acquire the jurisdiction or obligation for such maintenance and repair accepted for maintenance and repair. Until such time of such dedication and acceptance by the City, the Streets shall be private streets owned by the Association. The Alleyways and drives of the common areas shall remain private. At the time plats are filed for record, the Developer shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Developer shall be responsible for the construction of the Streets. The Streets will be



constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Madison County, Mississippi. Prior to the final overlay of the surface or wearing course, the Developer shall be responsible for the repair and maintenance of the Streets. After completion of construction on a substantial number of the Homes in a particular area or on a particular Street, the Developer shall cause the construction of such Street to be completed by overlaying the surface or wearing course of the pavement. The determination of such construction shall be solely in the discretion of the Developer. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

**SECTION 7.31. GATES.** The Developer in its discretion may install a gate at the entrance to the Development. So long as the Developer continues to own land or Lots in the Development, the Developer shall maintain and control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. All owners will be given access to open the gates during any period it is locked. At the time of dedication of the streets the gates shall be changed to traffic calming gates accessible to the public. In any event, at such time as the Developer no longer owns land or Lots, or sooner, if the Developer desires, control and maintenance of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Developer makes no representation or warranty concerning any matter of security or safety of the Development. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Developer from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates. The gate shall be considered a Common Facility.

**ARTICLE VIII  
EASEMENTS**

**SECTION 8.01. EASEMENTS.** Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

**SECTION 8.02. EASEMENTS FOR VEHICULAR TRAFFIC.** In addition to the general easements for use of the Association Property reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and tenants, institutional mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over (i) all streets within or upon the Property dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), and (ii) any private Streets, Drives, Roads and/or Roadways within or upon the Property.

**SECTION 8.03 ACCESS EASEMENT.** Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) any and all streets within or upon the Property dedicated to the public use, if any (as well as alcoves, cul de sacs, and other

private, paved areas abutting or serving the same), (ii) any private Streets, Drives, Roads and/or Roadways and driveways within or upon the Property, and (iii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work and/or exercise its rights referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

**SECTION 8.04 UTILITY, INFRASTRUCTURE AND SERVICES EASEMENTS.**

All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services other than Community Systems to the Association Property and the Lots, including, but not limited to, power, lights, telephone, communication, television, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation, emergency services and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

In addition to the other easements set forth herein and, on the plat, the Developer has reserved and shall have a ten (10') wide private utility and infrastructure easement along and adjacent to all street rights of way within The Heritage at Jacobs Farm and a five (5') wide private utility and infrastructure easement along and adjacent to all alley ways within The Heritage at Jacobs Farm. This utility and infrastructure easement is private in nature and for and in favor of Developer and may be assigned or granted by Developer to such public or private utilities companies or providers on such terms and conditions as Developer may promulgate, in its sole discretion. No utility company or utility provider shall have rights in and to said private utility easement unless such rights are specifically granted by Developer to them in writing. At such time as the Developer no longer owns any real property or Lots in the Development or the Expansion Property, or sooner if it so desires in its sole discretion, the Developer shall assign and convey to the Association all of its right, title and interest in and to this private utility and infrastructure easements, and the Association will then assume all rights as to same.

**SECTION 8.05. EASEMENT FOR ENCROACHMENT.** All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as stucco, a fence or underground footer now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

**SECTION 8.06. ZERO LOT LINE MAINTENANCE EASEMENTS.**

**A. Zero Lot Line Defined.** A portion of the Homes in The Heritage at Jacobs

Farm may be designed and site planned as “zero lot line” homes, such that each zero lot line Home is constructed so that all or portions of one side of such Home (and such fences or masonry walls extending from such side or sides) are situated on the side boundary lines of the Lot. Because of this design, it is necessary to provide a means by which the Owner of a Lot (“Dominant Lot”) containing such a Home may have access to the “zero lot line” side of the Home (and other portions of such Owner’s Lot and Home) in order to maintain portions of the Lot, the side(s) of the Home, the roof and other applicable portions of the Home and Lot, and so that rain water may run off the roof of a particular Home onto the easement area described below. Because such access must be, of necessity, over those portions of the neighboring Lot or Lots (“Servient Lot[s]”) adjacent to the “zero lot line” side[s] of such a Home, Declarant hereby makes provision for the “Maintenance Easements” declared and regulated pursuant to this Section 8.06 (as well as similar easements for the aforesaid purposes which may, but need not, appear on the Plat).

**B. Creation and Extent of Maintenance Easement:** Declarant hereby reserves a permanent and perpetual non-exclusive maintenance easement in favor of each Dominant Lot over the unimproved portion of the Servient Lot(s) adjacent to the building lines of the “zero lot line” Home located on the Dominant Lot, which building lines are co-extensive with the Lot lines dividing the aforesaid Lots (“Maintenance Easement”). Said Maintenance Easement shall be appurtenant to and pass with the deed or title of the Dominant Lot and subject the Servient Lot(s) to said easement. The Maintenance Easement shall be only as extensive as reasonably necessary to permit the Owner of a Dominant Lot to make the uses described in the Preamble above, subparagraph (3) below and for rainwater run-off, but in no event less than the greater of seven (7) feet in width or as may be otherwise shown as a maintenance, access or similar easement on the Plat.

**C. Use and Conditions of Maintenance Easement:** The Owner of a Dominant Lot, such Owner’s guests, invitees, contractors, subcontractors, suppliers, laborers and other service personnel, shall be entitled to enter onto the appurtenant Maintenance Easement for purposes of maintaining, repairing and replacing portions of such Owner’s Lot and Home including, without limitation, the Home’s walls, roof, fence, landscaping and other installations which cannot be conveniently or properly maintained, repaired or replaced solely from the Dominant Lot. The right of each Owner of the Dominant Lot to use the Maintenance Easement shall be limited to the aforesaid uses, and such Owner shall not do anything within the Servient Lot(s) which shall cause damage to the Servient Lot(s) or any Improvement or landscaping thereon which is not promptly and fully remedied by said Owner by returning such damaged Improvement or landscaping to the condition immediately preceding said damage, shall create an undue hazard to persons or pets located on or coming into the Servient Lot(s) or is in furtherance of any activity as to the Dominant Lot or the Home thereon which is, or would result in, a violation of the restrictions set forth in The Heritage of Jacobs Farm Documents. The Owner of the Dominant Lot shall, by virtue of making use of any Maintenance Easement, be deemed to indemnify the Owner of a Servient Lot for any and all losses, costs, expenses or damage to any person or property incurred by reason of the former’s violations of the restrictions contained herein.

**D. Servient Lot Owner Duties:** Owners of Servient Lots shall not make any

Improvement to the Servient Lot, including, without limitation, the placement of fences or landscaping, which would unreasonably interfere with the permissible uses of any maintenance or access easement appurtenant to the adjoining Dominant Lot reserved hereby or with the flowage easement described in this Section 6. Notwithstanding the foregoing, except as prohibited under Article X, Section 16 hereof, the Owner of a Servient Lot may install a fence or landscaping thereon provided such installation is approved by the Committee pursuant to Article VIII hereof.

**E. Zero Lot Line Easement for Roof Overhangs and Encroachments.** An easement or easements, as shown on the Plat and Additional Plat, if any, to provide for the roof overhang of a zero lot line Home in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang. In addition to roof overhangs, the foregoing easement shall be deemed to include an easement to allow for the encroachment of all architectural and other decorative features which are appurtenant to and have been included as part of the initial construction of the Owner's Home, which now or hereafter encroach upon any of the Lots, as well as an easement of access for persons or equipment necessary to maintain, repair and replace such improvements.

**F. Reciprocity:** Each Owner, by acceptance of a deed or title for a Lot containing a "zero lot line" Home, hereby acknowledges and agrees that such Owner's Lot may not only be a Dominant Lot having rights across adjacent Servient Lots as hereinbefore described, but also a Servient Lot encumbered by the easement rights hereinbefore described in favor of the Dominant Lots adjacent to such Owner's Lot.

**SECTION 8.07. EASEMENT TO ENTER UPON LOTS.** An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with The Heritage of Jacobs Farm Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Association Property and to maintain any Lot in the event the Owner thereof fails to do so.

**SECTION 8.08. EASEMENT OVER ASSOCIATION PROPERTY.** An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Association Property which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following: (1) the right of the Association to suspend the right to use the Association Property of any Owner and such Owner's family members, guests, invitees and tenants in accordance with the Association Documents and applicable law; (2) the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and (3) all provisions set forth in The Heritage of Jacobs Farm Documents.

**SECTION 8.09. DRAINAGE EASEMENT.** An easement over, under and upon all areas of the Property and/or Drainage System for access to install, operate, maintain, alter, inspect, remove, relocate, repair and/or replace the Drainage System. By this easement, the

Association shall have the right to enter upon any portion of any Lot or any portions thereof, at a reasonable time and in a reasonable manner, to operate, maintain, repair or replace the Drainage System as required by the Water Management District and the Water Management District Permit. In addition, Declarant reserves and grants to the Water Management District a perpetual, non-exclusive ingress, egress and access easement over and across all private streets and roads, an all dedicated access easement created on the Plat or any Additional Plat(s), as may be necessary or convenient for the Water Management District to obtain access to and from the Drainage System, and for enabling the Water Management District to carry out any work permitted to be performed by the Water Management District under the Water Management District Permit and/or this Declaration. No Owner shall install any plantings, landscaping and/or other Improvements whatsoever in, on, over or across any Drainage Easement without the prior approval of the Committee. Notwithstanding the foregoing, in the event of any damage caused by or through Owner to the Drainage System or any portions thereof, the costs of the repairs and/or replacements resulting from such damage shall be paid by such Owner.

**SECTION 8.10. DRAINAGE SYSTEM ENCROACHMENT EASEMENT.** An easement for encroachment over, under and upon the drainage easements located within the Lots, as designated on the Plat and Additional Plat(s), if any, in favor of: (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, encroaching over, under and upon such drainage easement, (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located over, under and upon such drainage easement, and (iii) the Water Management District for access for persons and equipment for proper purposes. In the event the Association requires access to any Drainage System improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required. The flowage easements providing for drainage run between each of the Lots parallel to and over the side lot line thereof, draining either from the rear to the front, or from the front to the rear, of the Lots. In addition, Declarant may, but is not obligated to, convey easements to the owner(s) of adjacent properties (or portions thereof) to provide legal positive outfall for runoff from such adjacent properties.

**SECTION 8.11. BUFFER EASEMENTS.** An easement or easements as shown on the Plat and/or Additional Plat(s), if any, in favor of the Association for landscape, buffers, drainage and utility purposes.

**SECTION 8.12. LAKE MAINTENANCE EASEMENTS AND LAKE MAINTENANCE ACCESS EASEMENTS.** Easements as shown on the Plat and/or Additional Plat(s), if any, granted in favor of the Association, the County and the Water Management District for the purpose of accessing the Lakes to perform lake maintenance and stormwater management and drainage facilities maintenance. Except as otherwise provided herein, the Lake Maintenance Easement and Lake Maintenance Access Easement are the

perpetual maintenance obligation of the Association.

**SECTION 8.13. EASEMENT FOR COMMUNITY SYSTEMS.** Notwithstanding anything to the contrary in this Declaration, Declarant and its affiliates and their respective designees shall have a perpetual exclusive easement over, across, upon and under the Association Property and the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

**SECTION 8.14. ASSIGNMENTS; ADDITIONAL EASEMENTS.** The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant, and after the Turnover Date the Association, shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant, and after the Turnover Date the Association. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

**SECTION 8.15. NO AFFIRMATIVE OBLIGATION OF DECLARANT.** Notwithstanding anything in this Declaration to the contrary, the easement rights granted to or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

**SECTION 8.16. IMPROVEMENTS OR ALTERATIONS ON EASEMENT.** Without written approval of the Architectural Control Board: (1) No privacy fencing shall intrude in such easement; and (2) No live trees shall be cut or removed from easements. If an approved fence is placed upon an easement and it becomes necessary for a utility company, County of Madison (or appropriate governmental body), or the Declarant to enter that easement, all costs for removal of and replacement of such fence shall be borne by the Lot Owner.

## **ARTICLE IX GENERAL PROVISIONS**

**SECTION 9.01. SEVERABILITY.** All of the conditions, restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any Lot to which they apply shall be construed together; but, if any one of the same shall be held to be invalid by judgment of court decree, or for any reason is not enforced or enforceable, none of the other restrictions or covenants shall be affected or impaired thereby but shall remain in full force and effect.

**SECTION 9.02. ENFORCEMENT.** If any Owner of any Lot, or his heirs, devisees, and assigns or successors shall violate or attempt to violate any of the covenants herein, any

other person or persons owning any of said Lots in the Subdivision, as well as the Association, may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. In such an event, the Owner of the Lot or Lots causing the violation or upon which the violation occurs, shall pay all attorney's fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants, and regardless of whether suit is filed, all such fees, costs and expenses shall be a lien upon the Lot and improvements. Failure by the Developer, or by the Association, or 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 9.03. TERM** These covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended thereafter for successive ten (10) year periods, unless terminated at the end of such twenty-five (25) or ten (10) year period by an instrument duly executed and acknowledged by a two-thirds (2/3) majority of the Members within sixty (60) days preceding the end of such period.

**SECTION 9.04. AMENDMENT.** Notwithstanding Section 3 above, this Declaration may be amended, modified, and/or changed either: (i) by the Developer (without the need of joinder of any other party) properly filing for record a Supplement prior to December 31, 2031 and (ii) thereafter, by the filing of a Supplement duly executed and acknowledged by two-thirds (2/3) majority of each class of the then Members.

**SECTION 9.05. CONSENT.** After a one (1) year period following the sale of the last Lot owned by the Developer, all consents required in this Declaration from the Developer shall be transferred to the Association, whose consent shall be required in lieu of the Developer's consent.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

The Heritage at Jacobs Farm, LLC  
a Mississippi limited liability company

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STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, on this the \_\_\_\_ day of \_\_\_\_\_, 2021, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he is the Manager of The Heritage at Jacobs Farm, a Mississippi limited liability company, and for and that on behalf of

said limited liability company, and as its act and deed, he executed the above and foregoing instrument for the purposes therein mentioned, after first having been duly authorized by said limited liability company so to do.

My Commission Expires: \_\_\_\_\_

DRAFT