

2.1. Creation. Declarant has caused or will hereinafter cause the ^{NORTHWOOD} ~~NORTHWOOD~~ ^{HITS} Property Owners Association (^{"NWHPOA"} ~~"NWHPOA"~~) a Mississippi Non-Profit Corporation, to be formed for the purpose of providing a non-profit organization to service representative of Declarant and owners of any lot in any part of the subdivision which is now or hereinafter made subject to this Declaration.

Filed in PLAT BOOK 58, PAGE 22-24 & PLAT BOOK 58, PAGE 25-26.

2.2. Definitions. For purposes of this Article, the following are defined terms, to-wit:

(a) "Association" shall mean and refer to Property Owners Association, its successors and assigns.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be brought within the jurisdiction of the Association.

(d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

(e) "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

(f) "Declarant" shall mean and refer to Development Company, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

2.3. Purpose. The ^{NWHPOA} ~~NWHPOA~~ is (or will be) formed for the creation, operation, management, and maintenance of all of the committees, services, or facilities herein set forth; the enforcement of all covenants contained herein; the assessment, collection, and application of all charges imposed hereunder or

liens created hereby; and such other purposes as or will be set forth in the Charter and By-Laws of

2.4. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

2.5. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family residing on the property, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1. Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2. Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and 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. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b)

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner, excluding the Declarant, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation,

health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

4.3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two hundred and no/100 Dollars (\$200.00) per Lot.

The Board of Directors of BRPOA shall fix the amount of annual assessment of each Lot in January of each year after its organization.

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

4.5. Notice and Quorum For Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6. 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 basis.

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4.7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. 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.

4.8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner shall waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.9. 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 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 for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VGENERAL PROVISIONS

5.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure 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.

5.2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

5.3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarant prior to conveyance of the first Lot in the subdivision and thereafter by an instrument signed by at least seventy-five (75%) percent of the Lot Owners in the subdivision. Any amendment must be recorded.

5.4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

5.5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VICONTROL COMMITTEE AND
CONSTRUCTION REQUIREMENTS

6.1. Concept. It is intended that the Subdivision be developed into a residential community, improved with high quality homes.

6.2. Control Committee. The Control Committee (the "Committee") shall be composed of not less than three (3) nor more than five (5) members. Except as provided in the following sentence, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be Owners of lots in the Subdivision. Notwithstanding the foregoing provision, Developer reserves the right to appoint all of the initial and successor members of the Committee, none of whom needs be an Owner of a Lot in the Subdivision, with such right to continue until (i) all of the Lots have been conveyed and houses constructed thereon, or (ii) Developer elects (by written instrument duly recorded in the office of the Chancery Clerk of DeSoto County, Mississippi) to terminate its control of the Committee, whichever of (i) or (ii) shall first occur. After Developer's control of the Committee has been terminated, then the PPOA Board of Directors shall have the power, from time to time, to change the membership of the Committee or to remove members of the Committee, and to appoint members to fill existing or available vacancies on the Committee, such action to be evidenced by a written instrument duly recorded in aforesaid Chancery Clerk's Office, setting forth the names and addresses of the Committee members so appointed, and authorized to act. A majority of the then current members of the Committee may, from time to time, designate one or more representatives (who need not be members of the Committee) to act for it. Neither the members of the Committee, nor any representative designated to act for the Committee, shall be entitled to any compensation for services rendered or performed pursuant to the provision of this Declaration.

6.3. Committee Approval. No building, fence, wall, structure, or other improvement shall be commenced, erected or maintained upon any Lot in the subdivision, nor shall any exterior addition, change, alteration or restoration of or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography. Except in the case of an emergency or imminent danger, or as required by a public utility having the right to impose such a requirement, no tree shall be cut or removed in connection with the initial or subsequent construction of buildings, fences, walls or other structures or improvements without the prior written approval, by the Committee, of a plan with respect thereto. In the event the Committee shall fail to approve or disapprove any construction or tree cutting or removal plans and specifications within thirty (30) days after the same shall have been submitted to it, then such approval will be deemed to have been given with respect to the matters shown on such plans and specifications, and this Section 6.3 shall be deemed to have been fully complied with to that extent.

6.4. Design Criteria, Structure.

6.4.1. Openings of garages should not be visible from the street unless approved by the architectural Control Committee. In cases where it is unavoidable and openings of garages are visible or partially visible from a street, electric automatic door closers shall be used. No open garage is to face a neighboring yard without screening approved by the Committee.

6.4.2. No window air conditioners shall be allowed. The use of solar panels is also prohibited.

6.4.3. All radio and T.V. antennas shall be installed in the interior of the residence in such a way as not to be visible from outside. No satellite communication system equipment or

Jim Kimberlin
Jim Kimberlin

9-16-97
Date

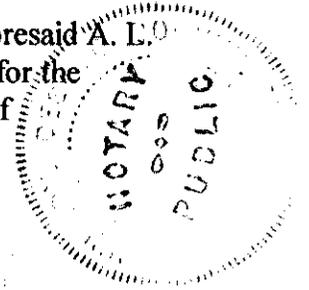
A.L. Walters
A.L. Walters

9-11-97
Date

Personally appeared before me, the undersigned authority, in and for said county aforesaid A. L. Walters, who acknowledged that they signed and delivered the forgoing instrument for the purpose therein mentioned. Given under my hand and seal this the 16 day of Sept, 1997.

Barbara Wilson
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 15, 2000
BONDED THRU STEGALL NOTARY SERVICE
My Commission Expires



Personally appeared before me, the undersigned authority, in and for said county aforesaid Jim Kimberlin, who acknowledged that they signed and delivered the forgoing instrument for the purpose therein mentioned. Given under my hand and seal this the 17 day of Sept, 1997.

Barbara Wilson
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 15, 2000
BONDED THRU STEGALL NOTARY SERVICE
My Commission Expires



Prepared By:
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