

JUL 25 2 52 PM '03

**FAIRWAY WOODS
HERNANDO HILLS DEVELOPMENT
Planned Residential Community**

BK 449 PG 69
W.E. DAVIS CH. CLK.

Restrictive Covenants, Architectural Control Standards

The following Restrictive Covenants and Architectural Control Standards shall apply to all of the land in Hernando Hills Subdivision Phase 8, Section A, as shown on the plat of subdivision, located in Section 6 and 7, Township 3, South Range 7 West, DeSoto County, Mississippi, and recorded in Plat Book 83, Page 12.

It is to the benefit, interest and advantage of the developer and of each and every person or other entity hereafter acquiring any interest in the aforesaid real property that contain covenants, restriction, easements regulating the use and occupancy of the same be established, fixed, set forth and declared as covenants running with land.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEVELOPER OR ITS ASSIGNEES, RESERVES AND SHALL HAVE THE RIGHT FOR A PERIOD OF FOUR (4) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART IN ORDER (1) TO CONFORM THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, (2) TO CONFORM TO THE REQUIREMENTS OF ANY MORTGAGE LENDER, OR (3) TO INSURE THE REASONABLE DEVELOPMENT OF THE PROPERTY. THE DEVELOPER SHALL RETAIN TOTAL CONTROL OF THE PROPERTY, THE DEVELOPMENT THEREOF, AND THE IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, PLAN APPROVAL, UNTIL THE DEVELOPMENT IS COMPLETE AND ALL OF THE LOTS HAVE BEEN SOLD.

RESTRICTIVE COVENANTS

1.No lot shall be used for any purpose other than single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one residential building with an attached private garage for not more than three vehicles. Garages shall have closing doors. Pool houses, gazebos and cabanas are permitted with the approval of the architectural committee. Two or more lots may be disregarded and the utility easements (unless in use) will be automatically revoked with approval of the appropriate governmental agency. In the event such lots are combined under one ownership or use as a single lot, no part of the combined lot may be sold or conveyed. No single lot may be subdivided into two or more lots for the purpose of building another dwelling.

2.All dwellings or other structures on the lot must be in compliance with the requirements of the DeSoto County Planning Commission and the Fairway Woods Architectural Review Committee.

3.No structure of a temporary nature such as trailers, basements, tents, sheds, garage, barn, motor home, or other out buildings shall at any time be used, either temporarily or permanently, as a residence. Construction trailer use by builder/developer is permitted if approved by Fairway Woods Architectural Review Committee.

4.No noxious or offensive trade or activity may be carried on upon any lot nor shall anything be done thereon which may be, or become a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on or upon any lot. All lots and houses are to be for residential use only. Builder/developer shall be allowed to have model houses until the subdivision is completely built.

5.No shell-type, modular-type or underground home will be permitted or erected in this subdivision. All houses must be of new construction. No house may be moved in to the subdivision from another area.

6.No oil-drilling, oil development operations, refining, gravel mining, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, gravel excavations or shafts be permitted upon or in any lot. The developer of the subdivision shall retain all mineral rights from the land in Fairway Woods for the purpose of retaining the royalty on said minerals if these minerals are developed on adjacent property.

7.No animals, including pigs of any type, snakes, livestock, or poultry of any kind or description, except the usual household pets, shall be kept on any lot; provided, however, that no household pet may be kept on any lot for breeding or commercial purposes. All household pets shall at all times be suitable leashed or penned, and no household pet shall be allowed at any time to wander or roam the subdivision unattended. No household pet shall ever be allowed on the Golf Course Property, whether attended or not. Upon any violation of these covenants, Developers, or the owners or lessees of the Golf Course Property may take such reasonable steps as may be necessary to capture, remove, and hold such pet by or for any governmental or non-governmental pet control agency or society. In connection with the foregoing provision, neither the Developers, or the owners or lessees of the Golf Course property, or the agents or employees of any of the foregoing, shall be in any way responsible to the owner or owners of such pet for any harm to such pet or for the loss of use and enjoyment of such pet resulting from such capture, removal, or holding of such pet.

8.No trash, garbage, hazardous waste or other refuse shall be dumped, stored, or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers shall be kept in a clean and sanitary condition, and shall be placed so as not to be visible from any road, common area, the Golf Course Property, or within sight distance of any other lot at any time except during normal refuse collection. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted.

9.No vehicle of any kind shall be kept in the subdivision unless it displays a current license plate and current inspection sticker. Any junk car, truck or mechanical device that is kept within the

right-of-way of the existing street shall be subject to removal by the proper authorities without the permission of the owner. Vehicles parked on the street with flat or missing tires are prohibited.

10. No vehicle, including but not limited to, recreation vehicles, camping trailers, golf carts, house trailers, produce trailers, boats or any accessory trailers can be parked or stored on any lot unless same is in the garage and garage doors must be closed. No tractor trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.

11. An easement to permit the doing of every act necessary, proper, and incidental to the playing of golf on the Golf Course Property is hereby granted and established and shall continue to exist for so long as any portion of the Golf Course Property, adjoining any lot or lots in the subdivision shall continue to be used and maintained as, or in conjunction with, a golf course or golf courses. Such acts shall include, but not be limited to: (1) the recovery of golf balls from lots adjoining the Golf Course Property by persons on foot lawfully using the adjoining golf course, provided such golf balls can be recovered without damaging any flowers, shrubbery, or the property in general; (2) the flight of golf balls over and upon such lots; (3) the use of necessary and usual equipment upon such golf course; (4) the usual and common noise level created by the playing of the game of golf; and (5) all the other common and usual activities associated with the game of golf, and with all the normal and usual activities associated with the maintenance and operation of a golf course. The owner of each lot which may adjoin the Golf Course Property, by acceptance of the deed to or other conveyance of such lot, assumes all of risk of loss, damage, or injury to persons or property in or upon such Course Property, and no suit, claim or action shall be made or brought against the Developers or the owner or owners of the Golf Course Property, or any servant, agent, or employee of any of them on account of, or arising out of, such use or activities or out of the exercise of such rights by any person or persons entitled thereto, whether or not such use or exercise by performed, or be claimed to have been performed, in the negligent manner; provided, however, that the foregoing shall not bar or be deemed to bar against such lot owner from making or bringing suit, claim, or action against any persons or entity (other than Developers or the owner or owners of the Golf Course Property, their respective successors and assigns, or the servant, agent, or employee of any of them) arising out of a negligent act or omission of such other persons or entity.

12. Developers reserve unto themselves, their successors and assigns, the right to use, dedicate, and /or convey to the State of Mississippi; to DeSoto County, to any other municipal or governmental entity or authority, and/or to any appropriate public or private utility company or companies, rights-of-way or easements on, over, under, or upon the ground to erect, maintain, and use utilities, electric, and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, and other suitable equipment, radio and television cables or wires, gas, sewer, water or other public conveniences or utilities, on, in and over the easements along the rear and side property lines of each lot as shown.

13. Drainage flow shall not be constructed nor be diverted from drainage swales, storm sewers, and/or easements as shown on any plat or other instrument of record hereinafter recorded in which reference is made to these restrictions. Developers may cut drainways for surface water wherever, and whenever such action may appear to Developers or the Architectural Review Board to be necessary in order to maintain reasonable standards of health, safety, and appearance. These

easements and rights expressly include the right of Developers to cut any trees, bushes, or shrubbery, make any gradings of the soil or take any other similar action reasonable necessary to provide economical and safe utility installation and to maintain reasonable standard of health and appearance. The provision hereon shall not be construed to impose any obligation upon Developers to cut or maintain any such driveway or easement.

14. Other easements for drainage, utilities, pedestrians, and sidewalks may be hereinafter created as shown by any plat or instrument hereinafter recorded by Developers as such easements are granted prior to the sale of the lot or lots by the Developers to any other party.

15. Each owner shall be responsible for the maintenance, painting, and proper upkeep of his Lot and all improvements thereon. Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals so as to maintain same in a neat and attractive manner. Failure to cut grass and or maintain lot shall result in performance of this service by Developers. Owner shall be assessed \$75.00 per cutting of grass payable to the Developer.

16. Each Owner shall keep his residence in a condition comparable to its condition when initially constructed. In the event all or any portion of a residence is damaged or destroyed by fire or other casualty, then the Owner shall rebuild, repair or reconstruct said residence in a manner which will substantially restore same to its original condition, or demolish the residence, at his discretion. Said rebuilding, repairing, reconstruction or demolition shall be completed within nine (9) months of the occurrence of the casualty.

17. The Developers or Assigns reserve unto themselves the right to approve additional and separate restrictions at the time of sale of any of the Lots, which restrictions may differ from Lot to Lot.

18. The Owner or grantee of any lot which is subject to these restrictions, by acceptance of the deed or other instrument conveying any interest in or title to such lot, or by the execution of a contract for the purchase thereof, whether from Developers or from a subsequent owner of such lot, shall accept, and shall be deemed to have accepted, such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained, all of the same being covenants running with the land.

19. This subdivision has a homeowners association that is mandatory to all property owners. An annual fee will be established by the Developer and/or homeowners association in order to maintain the common areas for said subdivision. If the homeowners agree by majority that the fees need to be adjusted, it can be done from time to time as needed.

ARCHITECTURAL CONTROL

An Architectural committee is hereby established and shall consist of three (3) individuals (the "Committee") designated by the Developers. These individuals shall serve for a period of two years or unless they resign or otherwise fail to serve. Upon the expiration of two years from the date

hereof, or the earlier resignation or failure to serve of any Committee member, the Developers shall then appoint substitute Committee Members. The affirmative vote of a majority of the membership of the Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

Architectural Control Guidelines

The covenants and restrictions established require that all proposed designs be submitted to and approved by an Architectural Committee. This requirement encompasses all initial designs, later additions or alterations of any home, structure, wall, fence or exterior element. For instance, proposed fencing, swimming pools and service buildings require approval just like a residence. No residential design will receive final approval unless the conditions contained herein are followed.

Review Procedure

Final approval to start any type of improvement or change will not be given until a full set of plans (Final Working Drawings) showing the full nature and impact of the proposed improvement has been submitted as required, appropriately reviewed and approved by the Committee.

The Architectural Committee utilizes a simple review process that is designed to assure a smooth coordination between the Committee and an owner's architect or builder. The Committee normally requires that a minimum of two sequential submittals be made:

1. Preliminary Design
2. Final Construction Documents

Submission Content

All submissions for preliminary and final must contain the following basic information and shall be submitted on the design Review Compliance Form along with appropriate plans.

- A. Lot number, street address, owner's name, present address & telephone number.
- B. Professional firm preparing submittal with address, telephone number.
- C. Scale for each drawing or detail.
- D. Two copies of the submittal form and two sets of plans.

Preliminary Submission

The Preliminary submission should represent the homeowner's "idea" of what he or she plans. It is understood that these plans, once approved, will be carried to the final working drawing stage, and in order to allay the probability of design issues arising after working drawings are complete the preliminary drawings are not required to be highly detailed but, should be fully representative for the committee to assess the design implications of the proposal.

The intent of the Committee at this stage is to weed out all proposed designs that clearly would not be in harmony with existing natural features or surrounding homes, so that the submitting homeowner or builder will not spend valuable time and money on a proposal that has no chance of becoming a reality.

The site plan portion of the submittal should include the following information:

- A. Accurate improvement locations.
- B. Proposed site grading.
- C. Details of all site improvements (to include outdoor lighting, fixtures, mailboxes, Walkways, driveways, fencing, landscape screenings, pool and pool deck).
- D. Storm drainage (where applicable).
- E. Proposed floor elevations.
- F. Compressor and trash can location with proposed screening.
- G. Meter locations.

The architecture at this stage should show all elevations and plans to scale, as well as accurate indications of colors and materials.

Final Construction Document Submission

Final working drawings to be submitted for building permits must be reviewed and approved by the committee prior to application for city building permits.

The Final Submission should respond positively to all comments made by the Committee during the Preliminary stage. The site plans and architectural plans should be contract documents containing all necessary details and specifications for construction. The architectural elevations should show grading lines corresponding to the site plan and must be accompanied by color and material indications.

Liaison and Timing

To speed the review and approval process, all submittals should be as complete and clear as possible. It is hoped that outright or qualified approval will be given on first submission. However, submittals will be returned when sufficient information is not supplied, and the entire review phase shall be repeated.

All liaison between a lot owner and the Architectural Committee shall be in writing.

In the event the Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

All approvals or disapprovals, either complete and final, conditional, or qualified, shall be in writing and signed by an Architectural Committee representative. Until further notice, submittals should be

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delivered or mailed to:

Fairway Woods
Architectural Committee
10971 Chapel Hill Road
Lakeland, TN 38002
ATTN: Bill May

After Construction Starts

1. When construction is begun, inspections may be commenced by a representative of the Architectural Committee to ensure that the work conforms to the approved plans.
2. Upon completion of the work called for by final plans, the Architectural Committee should be notified. A Certificated of Compliance will be issued.

FAIRWAY WOODS

DESIGN REVIEW COMPLIANCE FORM

Phase: Preliminary _____ Final _____

Applicant: Lot Number _____

Name _____

Address _____

Phone _____

Owner: Name _____

Address _____

Phone _____

Architect: Name _____

Address _____

Phone _____

Builder: Name _____

Address _____

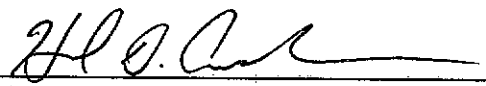
Phone _____

The Applicant understands the requirements of the Fairway Woods Development Design and Development standards and has all required information herein.

Applicant_____
Date

1. No building shall be erected, placed or altered on any lot in this subdivision until the building Plans, specifications and plot plan, showing the locations of such building, shall have been approved in writing as to conformity and harmony with existing structures in this subdivision and as to location of building with respect to topography and finished ground elevation by a representative of Fairway Woods Architectural Committee or its appointed successor.
2. No dwelling shall have a garage opening toward the street unless lot dimensions cause difficulty otherwise.
3. No building shall be permitted on any lot where the heated area of the main structure, exclusive of open porches and garages, is less than 1,600 square feet.
4. No signs of any kind shall be displayed to the public view on any lot except one small sign advertising the property during construction, sale or resale. A marketing sign will be allowed at the entrance to the model home/homes.
5. Fence construction. All lots shall be allowed a six (6') feet high wood perimeter lot fence (shadow box construction) except along the designated rear property line adjacent to golf course. All fences adjacent to the golf course or common area adjacent to golf course shall be transparent in character and constructed in iron and shall be four feet (4') in height.
6. No fence shall be constructed on any lot nearer to any street line than the house line nearest to such street. All fences, including fences for back yards and swimming pools, must be approved by the Architectural Review Committee prior to construction.
7. Construction of any dwelling shall be completed within 18 months from commencement of construction.
8. All gardens must be planted to the rear of any main residence with only landscape materials such as trees, shrubs, and plants allowed in front of the main residence. All persons owning lots in this subdivision shall be required to keep their lots reasonably clean and the yards and landscaping neat. Vegetable gardens are not allowed.
9. Each Residence shall have a uniform mailbox structure which will be designated by the committee.
10. No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the street or between the curb and property lines.
11. Excluding mail boxes and natural or approved vegetation, no obstruction shall be allowed within ten (10) feet of any right-of-way.
12. No exterior alterations including exterior painting of any existing building will be permitted without the prior approval of the Architectural Review Committee.

13. Landscape & Planting Requirements
- a. Solid Block Sod (Zoysia or Hybrid Bermuda) - required in all front yards.
 - b. Each lot owner will be required to plant, maintain and if necessary replace a tree or trees of the following specifications: Bradford Pear, Aristocrat Pear, Dogwood, Red Oak, White Oak, Maple, or Pin Oak.
14. Antennas No satellite dish greater than two (2) feet in diameter shall be placed on any Lot. In all instances, satellite dishes must be placed to minimize visibility from the front of the lot. All electrical wiring and telephone wiring shall be underground.
15. Lighting
- a. Each Lot Owner will install during the construction of his house, one (1) post light and lantern which will operate automatically from an electric eye. The specific location of the post will be designated at the point the site plan is presented to the Architectural Review Committee for approval. The specifications for post and lights will be uniform throughout the Development as designated by the committee.
 - b. No lighting of a pool, patio, or other recreation area will be installed or maintained on any lot which light is found to be objectionable by the architectural Review Committee. If any exterior light is considered objectionable, the owner of the lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.
16. Maintenance Each lot owner will maintain the exterior of all structures on their lot and their yards, hedges, plants and shrubs in a neat and trim condition at all times.
17. Driveways All residential driveways, turnarounds and sidewalks shall be constructed of washed aggregate and uniform throughout the Development. Any change must be approved by Fairway Woods Architectural Review Committee.
18. Swimming Pools The construction plans of all swimming pools shall be approved by the Committee. All swimming pools shall be fenced in a manner to comply with applicable law and regulations and to prohibit easy access by small children. No above-ground pools shall be allowed.
19. Seasonal Decorations Seasonal decorations, including Christmas lighting and decorations, shall be removed within 30 days after the seasonal holiday.


Hal D. Crenshaw, authorized agent for
Hernando Hills Development Partners, LLC

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a Notary Public in and for said state and county, on the 17th day of June, 2003 within my jurisdiction, the within named Hal D. Crenshaw who acknowledged that he is authorized agent for Hernando Hills Development Partners, LLC, a Mississippi limited liability company and that for and on behalf of the said company, and as its act and deed he executed and delivered the above and foregoing instrument, after first having been first duly authorized by said company to so do.


NOTARY PUBLIC



My Commission Expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DEC 9, 2006
BONDED THRU STEGALL NOTARY SERVICE

Prepared by Austin Law firm
6928 Cobblestone Drive, Suite 100
Southaven, MS 38672
662-890-7575

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