

REVISED
RESTRICTIVE COVENANTS FORKED CREEK SECTION "A & B"
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
FORKED CREEK COMMUNITY

The following Restrictive Covenants shall apply to all of the land in FORKED CREEK COMMUNITY as shown on Plat of Record recorded in Plat Book 81:83 on Pages 24 & 1 and located in Section 1, Township 3 South, Range 8 West, DeSoto County, Mississippi.

This Declaration of Covenants and Restrictions made this the 26th day of January, 2004 by REINER DEVELOPMENT, INC. 1864 Royal Lake Hernando, Mississippi 38632, hereinafter referred to as "Declarant."

STATE MS.-DE SOTO CO.
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ARTICLE I

1. All lots in the subdivision shall be for residential use only and no lots shall be resubdivided into smaller lots.
2. No structure shall be erected, altered, placed, or permitted to remain on any lot other than a single family dwelling unless approved by the developer or the architectural control committee.
3. Fences shall conform to the design and material standards established within the respective tracts, no wire fences of any nature shall be installed within this subdivision. No fence shall be erected on any portion of any lot between the front of the residence and the street. No fence shall be erected less than six (6) feet in height. Fences must enclose the yard within 6 months of beginning of construction. Acceptable materials for fencing are wood, wrought iron, masonry or stucco.
4. No garbage, refuse, rubbish, limbs, straw, leaves or cuttings shall be deposited on any street, road, or Common Area unless placed in a container suitable for garbage pickup, and then only on a temporary basis.
5. No structure of a temporary character such as a trailer, tents, shacks, mobile homes, garages, barns, or any out buildings erected in the subdivision shall at any time be used as a residence, either temporary or permanently. No shell type home will be permitted or erected in this subdivision. Construction of new buildings only; shall be permitted, no building material of any kind or character shall be placed upon any lot except in connection with construction approved by the Architectural Committee, it being the intention of this covenant is to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit. In addition basketball courts, backboards or hoops are permitted only in the rear property of the main structure. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood. No vehicle will be allowed to remain in the subdivision area without the proper city stickers and DeSoto County license tags. Any campers, trailers of any description or it's intended cargo, boat, motor home, junk vehicles, sport apparatus or other machinery shall be parked or stored on any lot unless same is contained in a garage or a detached building, storage room or behind an appropriate privacy barricade or fencing as may be approved by the Forked Creek Subdivision Architectural Committee. Street parking is prohibited except temporary short periods by visitors. The only truck allowed to be kept on any property without being garaged in an enclosed structure shall be in

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- the "pick-up truck" configuration and said trucks shall not exceed the 10,000 lb. Gross vehicle weight category as established by an appropriate state government agency.
6. Each lot owner shall provide space for the parking of automobile off public streets.
 7. No signs shall be permitted on any lot, except signs advertising the sale of property, or customary signs used by builders to advertise the property during construction or sale. Front yard ornaments/structures shall be limited to bird baths. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent or nearby property. Any other items must be approved by developer or architectural committee. (This is not meant to preclude modest temporary seasonal holiday displays.)
 8. The total minimum heated area of any residence in the subdivision, exclusive of open porches or car ports for Section A shall be at least 1600 square ft. this is for Lot# 5 - 23 only, Lot# 1-4 and Lot#24-28 shall be at least 2000 square feet. The total minimum heated area for Section B Lot# 38-60 and Lot#61-75 is 1600, and Lot#29-37, Lot#76-83 shall be at least 2000 square feet exclusive of open porches or car ports. All of section A and B shall be side load or court yard garages only, no carports allowed. All housing structures must be 75% brick exterior.
 9. All construction on the lots in the subdivision must be approved by the developer or an architectural control committee which will be set up at such time as the developer decides to. Approval for the construction must be obtained from the developer or architectural control committee before any construction can begin. Any future modifications, expansions, or attached patio covers must match existing exterior and roof. Exterior of all out buildings to match home exterior (brick or siding colors only, roof shingles to be the same.)
 10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other small type pets may be kept, provided that they are not kept, bred, or maintained for commercial purpose. A proper pen, and or shelter shall be provided for such animals and these will not be allowed to run loose in the subdivision. Vegetable gardening shall be allowed only to the rear of the home.
 11. Construction on any purchased lot must be commenced within twelve (12) months of lot purchase date. Construction of any dwelling must be completed within eight (8) months of construction start. All buildings in the subdivision shall be required to meet the minimum building code of the City of Hernando. Any vacant lot which has been purchased shall be maintained; clipping and mowing of grass, clearing debris off any offensive site which shall deter from the subdivision. No building shall be erected on any lot in the subdivision until the building plans and plot plans showing the location of such building have been approved in writing as to conformity and harmony with existing structures in the subdivision. Approved plans will be so noted on their face. In addition sidewalks will be required to be installed on both sides of the streets in the subdivision. Sidewalks shall be 4 feet wide and located 2 feet from the backside of the curb, except as the Architectural Committee shall otherwise permit in unusual circumstances to save mature trees.
 12. All neighborhood mailboxes, and replacements thereof, shall conform with the design adopted for the Hernando Historic District and all mailboxes shall be approved by the architectural Committee prior to installation.
 13. All construction must be of new materials. No metal outbuildings will be allowed and no log cabin wood exteriors will be permitted. Electrical service from the street to each home shall be underground
 14. There is a 25 foot minimum front yard set back for the lots, a 20 foot minimum rear yard set back, and there shall be provided two side yard set backs, one having a minimum of 5 feet; however, the

sum of the widths of both side yards shall be 10 feet. There is a 5 foot utility easement along the side lot lines and a 10 foot utility easement along the front and rear lines of each lot except as noted on the plat.

15. No radio or television transmission or receiving tower or antennae of more than 10 feet in height above the roof of the house shall be permitted in the subdivision.
16. Upon sale of 75% of the lots including any additions to the development, residence will form a home owners association at which time association fees will be assessed. Association fees will be used to maintain common area.
17. Every homeowner of Forked Creek shall have a right and easement of enjoyment to the common property and shall be a member of the Forked Creek Homeowner Association, a non-profit corporation to be created for the purpose of owning and maintaining the common areas, which membership is subject to the by-laws and other common areas so long as he is a member in good standing of said Association. No property owner shall permit any person except members of their immediate family or house guest use of the common area. Only homeowners and resident family members may use common area without being accompanied by a homeowner. All guests of homeowners must be accompanied by a homeowner when using common area. All persons using the common area must be able to be identified by displaying their homeowner's identification card which will be distributed at the time the homeowner association is established. No loud music or boisterous activities are permitted in and around this common area.
18. These covenants, restrictions, and limitations may be amended only by the Developer, Reiner Development, Inc., or by a vote by the homeowners, as the case may be.
19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument is signed by a majority of the owners of lots that are recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi, agreeing to change of said covenants in whole or part.
20. The installation, repair and maintenance of driveways and sidewalks are the responsibility of the individual lot owners and not the responsibility of the developer of Forked Creek Subdivision or any future governing body.
21. Lot owners shall maintain the property in such a condition as to minimize off- site damage from erosion, sediment deposits and storm water. Lot owners acknowledge and agree that developer is not responsible for any damages which hereafter may be suffered by lot owners.
22. If the parties hereto or any one of them or their heirs, successors or assigns shall violate any of the covenants or restrictions herein set forth, it shall be lawful for the Forked Creek Homeowners Association, the developer (for as long as said developer shall own any lots in said subdivision), or any other person or persons owning lots in this subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so or to recover damages for such violations.
23. In validation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force effect.

ARTICLE II

2.1 Creation. Declarant has caused or will hereinafter cause the Forked Creek Property Owners Association ("FCPO") 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 not or hereinafter made subject to this declaration.

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 herinbefore 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 if he Common Area.
- (f) "Declarant" shall mean and refer to Reiner Development, Inc., its successors and assigns, if such successors or assigns should acquire more than on undeveloped lot from the Declarant for the purpose of development.

2.3 Purpose. The "FCPOA" 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 be 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. 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 equals the total votes outstanding in the Class B membership, or
- (b) Upon sale of 75% of the lots including any additions to the development and upon the discretion of the Declarant.

ARTICLE IV **COVENANTS FOR MAINTENANCE ASSESSMENTS**

4.1 Creatin 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. Maximum annual assessment will be no less than \$20.00 per lot per month \$240.00 per year for maintenance of common areas. "FCPOA" shall fix the amount of the 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 part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area., including fixtures and personal property related thereto, provided that any such assessment shall have 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 an 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. 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.
- 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 of 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 and 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 V
GENERAL PROVISIONS

- 5.1 Enforcement... The Association, or any owner, shall have the right to enforce, by any proceeding of 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 waive of the right to do so thereafter.
- 5.2 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions which hall 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 of 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 VI
CONTROL 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 housed 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 "FCPOA" Board of Directors shall have the power, from time to time, to change the membership of the committee and 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 member 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 building, 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 specification within thirty (30) days after the same shall have been submitted 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.

6.3 Design Criteria, Structure.

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

6.4.2 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 the exterior. No satellite communication system, equipment or dish shall be any larger than 18 inches in diameter.

Robert L. Reiner

Revised Dated January 26, 2004

Robert L. Reiner
President Reiner Development, Inc.

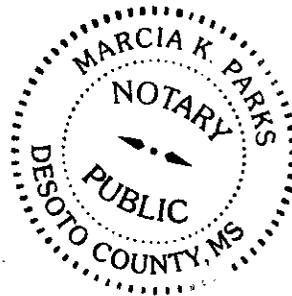
STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named ROBERT L. REINER, who after being first duly sworn by me, stated on his oath that the matters, facts and things contained in the above and foregoing RESTRICTIVE CONVEANTS FORKED CREEK SECTION "A & B" are true and correct as therein stated to the best of his knowledge's, information and belief.

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 26th DAY OF January 26, 2004

Marcia K. Parks
NOTARY PUBLIC

My Commission Expires: 4/4/2006



Revised Covenants
Prepared by: Denise D. Reiner
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