Chancery Clerk's Office
Pearl River County, Mississippi
I certify the instrument
was filed and recorded
JANUARY 26 2011 11:30:00AM
Book 1027 Page 215 Thru 218
Instrument 201100938 Page 1 of 4
Witness my hand and seal
David Earl Johnson

INDEXING INSTRUCTIONS: BAY MEADOWS AT WILDWOOD SUBDIVISION, LOTS: 1-81

PREPARED BY:
STUART COMPANY
P.O. BOX 550
PICAYUNE, MS 39466
(601) 799-1191

RETURN TO:
STUART COMPANY
P.O. BOX 550
PICAYUNE, MS 39466
(601) 799-1191

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

FIRST AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR BAY MEADOWS AT WILDWOOD SUBDIVISION

LEGAL DESCRIPTION: LOTS 1 - 81, BAY MEADOWS AT WILDWOOD SUBDIVISION PEARL RIVER COUNTY, MISSISSIPPI.

The undersigned, Stuart Company, Developer of WildWood Subdivision, files this, the First Amendment to the Protective Covenants, Conditions & Restrictions for all phases of WildWood Subdivision, pursuant to Section 16.02 of the Protective Covenants, Conditions & Restrictions dated April 25, 2006, and found of record in Book 902, Pages 383-416 of the Land Deed Records in the Office of the Chancery Clerk of Pearl River County, Mississippi, and amends the aforesaid Protective Covenants, Conditions & Restrictions as follows, to-wit:

(1.) There shall be one (1) Board of Directors and one (1) Architectural Review Committee for all phases in WildWood Subdivision. If there is a conflict between the By-Laws and the covenants, the covenants shall control.

(2.) All members of the WildWood Property Owners' Association, Inc. shall have one (1) vote for each lot owned by said member.

(3.) Declarant, Stuart Company, shall be exempt from paying any assessments.

(4.) Quorum for Regular Meetings - 10% of all lots owned shall be represented to constitute a quorum at all meetings.

(5.) Quorum for Special Meetings - 20 % of all lots owned shall be represented to constitute a quorum at all meetings.

(6.) Voting at Regular Meetings - more than 50% of all lots owned present or voting by proxy shall be necessary to pass any issue at regular meetings.

(7.) Voting at Special Meetings - more than 50% of all lots owned present or voting by proxy shall be necessary to pass any issue at special meetings.

(8.) Before any vote is counted, whether by proxy or in person, all assessments must be paid in full, current and the lot owner must be in good standing.

(9.) The Board of Directors shall be elected by the lot owners by a vote of more than 50% of those lot owners present or voting by proxy. The Board of Directors shall consist of five members, each to serve for a three year term. At the conclusion of the election for the Board of Directors, the board shall elect the officers which shall be a President, Vice-President, Secretary and Treasurer.

(10.) The Board of Directors shall have the authority to determine the amount of the annual assessments without any action of the lot owners provided the assessments are not increased by more than 10%. If the assessments are sought to be increased by more than 10%, a meeting shall be held at which time more than 50% of the lot owners present or voting by proxy must approve this increase before it takes effect.

(11.) At least two (2) board members shall sign all checks written for the Property Owners' Association.

(12.) All board members must have a surety bond in place for the faithful performance of their duties.

(13.) If a board member resigns or is otherwise unable to serve, another election will be held, requiring a majority of the lot owners present or voting by proxy to elect a new member to fill this vacancy.

(14.) Method of accounting for all accounts and reports can be done by using the "cash" method of accounting.

(15.) The Board of Directors shall reserve the right to impose fines for any and all covenant violations, currently or previously occurring. Violations will be fined according to the fine schedule adopted by the Board of Directors no later than the first quarterly meeting of 2011. Board will have ability to adjust this schedule annually and any changes will be posted at the last quarterly meeting each year. If no adjustments are necessary, the existing schedule will remain in effect indefinitely.

Upon initial covenant violation, the Board will send property owner a letter of intent to impose a fine and will be given 10 days to comply with said covenant. If property owner is not in compliance within this time frame, a fine will be imposed and must be paid within 30 days to avoid the Board from filing a lien against said property. If property owner fails to comply, fine will accumulate monthly for each violation. A letter will only be sent for the initial violation of a covenant. Subsequent violations of the same covenant will be assessed a fine with the original letter serving as intent to impose such.

(16.) Each property owner shall receive a letter of compliance from the Board of Directors/Architectural Review Committee prior to occupancy of any residence constructed. This will serve as a statement of good standing and will avoid any construction violations per the covenants. Statement of compliance can be

conditional as it is understandable that some situations will require finishing after occupancy. It is not the Boards intent to impede anyone's right to occupy their home, only to make sure they understand the requirements set forth and the time frame in which these requirements must be adhered to.

WITNESS the signature of STUART COMPANY, a Mississippi Corporation, upon this, the 25th day of January, A.D., 2011.

STUART COMPANY,
A Mississippi Corporation

BY: E. C. Stuart, Jr.
E.C. STUART, JR.,
President

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named E. C. STUART, JR., who acknowledged to me that he is PRESIDENT of STUART COMPANY, a Mississippi Corporation, and as its act and deed, he signed, executed, and delivered the foregoing First Amendment to the Declaration of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 25th day of January, A.D., 2011.

Katherine Lynn Stuart
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 63000 KATHERINE LYNN STUART My Commission Expires May 22, 2013 PEARL RIVER COUNTY

Chancery Clerk's Office
Pearl River County, Mississippi
I certify the instrument
was filed and recorded
JANUARY 26 2011 11:33:00AM
Book 1027 Page 219 Thru 222
Instrument 201100939 Page 1 of 4
Witness my hand and seal
David Earl Johnson

INDEXING INSTRUCTIONS: KNOLL CREEK AT WILDWOOD SUBDIVISION, LOTS 1-65

PREPARED BY:
STUART COMPANY
P.O. BOX 550
PICAYUNE, MS 39466
(601) 799-1191

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(601) 799-1191

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

FIRST AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR KNOLL CREEK AT WILDWOOD SUBDIVISION

LEGAL DESCRIPTION: LOTS 1-65, KNOLL CREEK AT WILDWOOD SUBDIVISION, PEARL RIVER COUNTY, MISSISSIPPI.

The undersigned, Stuart Company, Developer of WildWood Subdivision, files this, the First Amendment to the Protective Covenants, Conditions & Restrictions for all phases of WildWood Subdivision, pursuant to Section 16.02 of the Protective Covenants, Conditions & Restrictions dated February 12, 2007, and found of record in Book 926, Pages 334-367 of the Land Deed Records in the Office of the Chancery Clerk of Pearl River County, Mississippi, and amends the aforesaid Protective Covenants, Conditions & Restrictions as follows, to-wit:

(1.) There shall be one (1) Board of Directors and one (1) Architectural Review Committee for all phases in WildWood Subdivision. If there is a conflict between the By-Laws and the covenants, the covenants shall control.

(2.) All members of the WildWood Property Owners' Association, Inc. shall have one (1) vote for each lot owned by said member.

(3.) Declarant, Stuart Company, shall be exempt from paying any assessments.

(4.) Quorum for Regular Meetings - 10% of all lots owned shall be represented to constitute a quorum at all meetings.

(5.) Quorum for Special Meetings - 20 % of all lots owned shall be represented to constitute a quorum at all meetings.

(6.) Voting at Regular Meetings - more than 50% of all lots owned present or voting by proxy shall be necessary to pass any issue at regular meetings.

(7.) Voting at Special Meetings - more than 50% of all lots owned present or voting by proxy shall be necessary to pass any issue at special meetings.

(8.) Before any vote is counted, whether by proxy or in person, all assessments must be paid in full, current and the lot owner must be in good standing.

(9.) The Board of Directors shall be elected by the lot owners by a vote of more than 50% of those lot owners present or voting by proxy. The Board of Directors shall consist of five members, each to serve for a three year term. At the conclusion of the election for the Board of Directors, the board shall elect the officers which shall be a President, Vice-President, Secretary and Treasurer.

(10.) The Board of Directors shall have the authority to determine the amount of the annual assessments without any action of the lot owners provided the assessments are not increased by more than 10%. If the assessments are sought to be increased by more than 10%, a meeting shall be held at which time more than 50% of the lot owners present or voting by proxy must approve this increase before it takes effect.

(11.) At least two (2) board members shall sign all checks written for the Property Owners' Association.

(12.) All board members must have a surety bond in place for the faithful performance of their duties.

(13.) If a board member resigns or is otherwise unable to serve, another election will be held, requiring a majority of the lot owners present or voting by proxy to elect a new member to fill this vacancy.

(14.) Method of accounting for all accounts and reports can be done by using the "cash" method of accounting.

(15.) The Board of Directors shall reserve the right to impose fines for any and all covenant violations, currently or previously occurring. Violations will be fined according to the fine schedule adopted by the Board of Directors no later than the first quarterly meeting of 2011. Board will have ability to adjust this schedule annually and any changes will be posted at the last quarterly meeting each year. If no adjustments are necessary, the existing schedule will remain in effect indefinitely.

Upon initial covenant violation, the Board will send property owner a letter of intent to impose a fine and will be given 10 days to comply with said covenant. If property owner is not in compliance within this time frame, a fine will be imposed and must be paid within 30 days to avoid the Board from filing a lien against said property. If property owner fails to comply, fine will accumulate monthly for each violation. A letter will only be sent for the initial violation of a covenant. Subsequent violations of the same covenant will be assessed a fine with the original letter serving as intent to impose such.

(16.) Each property owner shall receive a letter of compliance from the Board of Directors/Architectural Review Committee prior to occupancy of any residence constructed. This will serve as a statement of good standing and will avoid any construction violations per the covenants. Statement of compliance can be

conditional as it is understandable that some situations will require finishing after occupancy. It is not the Boards intent to impede anyone's right to occupy their home, only to make sure they understand the requirements set forth and the time frame in which these requirements must be adhered to.

WITNESS the signature of STUART COMPANY, a Mississippi Corporation, upon this, the 25th day of January, A.D., 2011.

STUART COMPANY,
A Mississippi Corporation

BY: E. C. Stuart, Jr.
E.C. STUART, JR.,
President

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

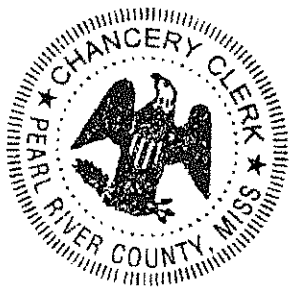
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named E. C. STUART, JR., who acknowledged to me that he is PRESIDENT of STUART COMPANY, a Mississippi Corporation, and as its act and deed, he signed, executed, and delivered the foregoing First Amendment to the Declaration of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 25th day of January, A.D., 2011.

Katherine Lynn Stuart
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 63000 KATHERINE LYNN STUART Commission Expires May 22, 2013 PEARL RIVER COUNTY



Chancery Clerk's Office
Pearl River County, Mississippi
I certify the instrument
was filed and recorded
JANUARY 26 2011 11:50:00AM
Book 1027 Page 227 Thru 237
Instrument 201100941 Page 1 of 11
Witness my hand and seal
David Earl Johnson

INDEXING INSTRUCTIONS: FOX RUN AT WILDWOOD SUBDIVISION, LOTS 1-70

PREPARED BY:
STUART COMPANY
P.O. BOX 550
PICAYUNE, MS. 39466
(601) 799-1191

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(601) 799-1191

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

SECOND AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS OF WILDWOOD SUBDIVISION

Pursuant to authority found in those certain protective covenants of WildWood Subdivision dated January 12, 2006 and found of record in Book 894, Pages 511-543 of the Land Deed Records in the Office of the Chancery Clerk of Pearl River County, Mississippi. Declarant and Developer, Stuart Company files this Second Amendment to said protective covenants covering and being a part of the following described real property, to-wit:

(Legal Description Attached Hereto)
EXHIBIT "A"

PURPOSE

The purpose of these covenants is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site that is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

DECLARATION

We, the undersigned fee owners of the hereinabove described real property, hereby make the following declarations as to limitations, restrictions and uses to which the land and/or parcels thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land and shall be binding on all parties and all persons claiming any right, title or interest in said land and all persons claiming under them, to-wit:

1.) All residences constructed in this subdivision must be connected to the public sewerage system. All property owners shall be required to own and have available at their residence a generator sufficient to keep their sewer system operating if electricity is not available due to storms or inclement weather. The use of privies, septic tanks, cesspools or disposal plants for the disposal of sewage is prohibited. However, a portable outdoor toilet shall be located on each lot during construction.

2.) All residences constructed in this subdivision must be connected to the public water system. No individual potable water supply system is permitted on any lot.

3.) Construction of any nature is prohibited in County drainage easements or streets right of way.

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2 of 11

4.) No lot shall be used for or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors, and such other such vehicles and parts thereof, scrap building material, scrap equipment, old washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding and old tires.

5.) No structures of any type may be built or located within the designated 100-year floodplain (Zone A) or wetland as designated on the plat.

6.) No site shall be re-subdivided without prior written approval of the Pearl River County Board of Supervisors and the Chancery Court of Pearl River County. Notwithstanding, no site may be smaller than one and one-half (1 ½) acres with a minimum of 120 feet of public road frontage and subject to 100 feet conservation easement.

7.) Assuming a lot is subdivided, each owner of the subdivided lot shall nevertheless be responsible for the payment of dues and assessments.

8.) Driveways on corner sites shall not be located any closer than sixty (60) feet from a corner of said site closest to the intersection as measured from the corner of the site where the said two street rights-of-way intersect.

9.) The property owner shall install a driveway culvert on each site. Driveways crossing street side ditches shall be constructed to a twenty-four feet (24') width with the correct sized drainage pipe laid to the profile of the ditch invert and the length must be such that the ends of the pipe project at least four feet (4') beyond the length of the driveway pavement. The diameter of the required driveway crossing drainage pipe has been determined for each site and is provided and set forth on Exhibit "B".

10.) Each dwelling shall display the address assigned to the front of the dwelling that faces the street. Numerals indicating the official house number shall be posted in a manner legible and distinguishable from the street with not less than three inches (3") in height. Placement is subject to the approval of the Board of Directors.

11.) All contractors must keep all sites free from construction trash and debris. The contractor and site owner shall be jointly and severally liable for adherence to this covenant. Concrete trucks shall not be washed out in roadside ditches, or on sites not owned by the site owner who is constructing improvements on his site.

12.) All sites shall be used for single family residential purposes. Provided, however, developer and its' agents shall have the right to put a sales office on a site for marketing and development purposes until all of the parcels in this development are sold.

13.) No residence may be built or placed on less than a one and one-half (1 ½) acre tract.

14.) All site owners of the one and one-half (1 ½), two (2), three (3) acre and/or five (5) acre tracts of land shall become members of the Wildwood Property Owners' Association and shall adhere to the protective covenants of this association.

15.) There shall be one (1) Architectural Review Committee and one (1) Board of Directors for WildWood Property Owners' Association, Inc. that will have authority and supervision of all lot owners in WildWood Subdivision and all one and one-half (1 ½), two (2), three (3) acre and five (5) acre parcel owners in the unofficial plat heretofore described in these covenants.

16.) Each dwelling shall be constructed with at least 1,700 square feet of heated and cooled living area under roof, excluding attached garages and unenclosed porches. All garages shall contain a minimum of 400 square feet and shall be attached to the dwelling. The minimum pitch of the roofs of the main body of all dwellings shall be a 7 and 12 pitch.

17.) No dwelling shall be constructed or placed nearer than one-hundred (100) feet from the front boundary line, twenty-five (25) feet from the side boundary lines and fifty (50) feet from the rear boundary line.

18.) Property owners shall be responsible for any damages to the central sewer system caused by any abuse and/or misuse of their grinder pumps.

Invalidation: Invalidation of any covenant by judgment or court order shall in no way effect the validity of these restrictions, which shall remain in full force and effect.

WITNESS the signature of STUART COMPANY, a Mississippi Corporation, upon this, the 25th day of January, A.D., 2011.

STUART COMPANY,
A Mississippi Corporation

BY: E. C. Stuart, Jr.
E.C. STUART, JR.,
President

STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named E. C. STUART, JR., who acknowledged to me that he is PRESIDENT of STUART COMPANY, a Mississippi Corporation, and as its act and deed, he signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 25th day of January, A.D., 2011.

Katherine Lynn Stuart
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 93000 KATHERINE LYNN STUART Commission Expires May 22, 2013 PEARL RIVER COUNTY

DESCRIPTION: TRACT 1

EXHIBIT "A" 1

Commence at a found iron pipe at a fence corner marking the Southwest corner of Section 5, Township 5 South, Range 16 West, Pearl River County, Mississippi; Thence North 00 Degrees 07 Minutes 18 Seconds West along the East boundary of Section 6, a distance of 2,328.70 feet to a point; Thence West, a distance of 863.93 feet to a point for the true POINT OF BEGINNING; Thence in a Northeasterly direction with a curve turning to the right with a radius of 530.00 feet, having a chord bearing of North 45 Degrees 53 Minutes 45 Seconds East, and a chord distance of 199.41 feet, and an arc length of 200.61 feet to a point; Thence North 56 Degrees 44 Minutes 22 Seconds East, a distance of 110.31 feet to a point; Thence in a Northeasterly direction with a curve turning to the left with a radius of 470.00 feet, having a chord bearing of North 49 Degrees 31 Minutes 26 Seconds East, and a chord distance of 118.06 feet, and an arc length of 118.38 feet to a point; Thence North 42 Degrees 18 Minutes 31 Seconds East, a distance of 77.22 feet to a point; Thence in a Northerly direction with a curve turning to the left with a radius of 20.00 feet, having a chord bearing of North 04 Degrees 13 Minutes 56 Seconds West, and a chord distance of 29.03 feet, and an arc length of 32.49 feet to a point on the South right-of-way of Bell Tower Parkway; Thence in a Westerly direction along the South right-of-way of Bell Tower Parkway with a curve turning to the left with a radius of 950.00 feet, having a chord bearing of North 73 Degrees 46 Minutes 48 Seconds West, and a chord distance of 742.60 feet, and an arc length of 762.93 feet to a point; Thence in a Southwesterly direction with a curve turning to the left with a radius of 20.00 feet, having a chord bearing of South 35 Degrees 44 Minutes 45 Seconds West, and a chord distance of 29.48 feet, and an arc length of 33.14 feet to a point; Thence South 11 Degrees 43 Minutes 18 Seconds East, a distance of 194.03 feet to a point; Thence in a Southerly direction with a curve turning to the right with a radius of 530.00 feet, having a chord bearing of South 01 Degrees 36 Minutes 02 Seconds West, and a chord distance of 244.25 feet, and an arc length of 246.47 feet to a point; Thence South 65 Degrees 34 Minutes 28 Seconds East, a distance of 333.75 feet to the POINT OF BEGINNING. The property contains 6.56 acres, more or less, and is a part of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of said Section 6.

DESCRIPTION: TRACT 2

EXHIBIT "A" 2

Commence at a found iron pipe at a fence corner marking the Southwest corner of Section 5, Township 5 South, Range 16 West, Pearl River County, Mississippi; Thence North 89 Degrees 55 Minutes 51 Seconds East along the South boundary of the Southwest 1/4 of the Southwest 1/4 of Section 5, a distance of 462.82 feet to a point for the true POINT OF BEGINNING; Thence North 89 Degrees 55 Minutes 51 Seconds East along the South boundary of the Southwest 1/4 of the Southwest 1/4 of Section 5, a distance of 648.55 feet to a point on the West right-of-way of Bell Tower Parkway; Thence North 01 Degrees 47 Minutes 27 Seconds East along the West right-of-way of said Bell Tower Parkway, a distance of 122.17 feet to a point; Thence in a Northerly direction along the West right-of-way of said Bell Tower Parkway with a curve turning to the left with a radius of 700.00 feet, having a chord bearing of North 20 Degrees 30 Minutes 08 Seconds West, and a chord distance of 531.08 feet, and an arc length of 544.72 feet to a point; Thence North 42 Degrees 47 Minutes 43 Seconds West along the West right-of-way of said Bell Tower Parkway, a distance of 803.55 feet to a point; Thence in a Northwesterly direction along the West right-of-way of said Bell Tower Parkway with a curve turning to the right with a radius of 800.00 feet, having a chord bearing of North 30 Degrees 56 Minutes 35 Seconds West, and a chord distance of 328.62 feet, and an arc length of 330.98 feet to a point; Thence North 19 Degrees 05 Minutes 26 Seconds West along the West right-of-way of Bell Tower Parkway, a distance of 223.05 feet to a point; Thence in a Northwesterly direction along the West right-of-way of said Bell Tower Parkway with a curve turning to the left with a radius of 1,950.00 feet, having a chord bearing of North 24 Degrees 33 Minutes 31 Seconds West, and a chord distance of 371.62 feet, and an arc length of 372.19 feet to a point; Thence North 30 Degrees 01 Minutes 35 Seconds West along the West right-of-way of said Bell Tower Parkway, a distance of 421.19 feet to a point; Thence South 62 Degrees 21 Minutes 54 Seconds West, a distance of 87.91 feet to a point; Thence South 64 Degrees 54 Minutes 04 Seconds East, a distance of 31.60 feet to a point; Thence South 36 Degrees 40 Minutes 33 Seconds East, a distance of 154.06 feet to a point; Thence South 04 Degrees 52 Minutes 05 Seconds East, a distance of 137.00 feet to a point; Thence South 27 Degrees 44 Minutes 43 Seconds West, a distance of 282.43 feet to a point; Thence South 48 Degrees 31 Minutes 27 Seconds West, a distance of 104.45 feet to a point; Thence North 79 Degrees 59 Minutes 57 Seconds West, a distance of 55.24 feet to a point; Thence North 72 Degrees 39 Minutes 28 Seconds West, a distance of 44.19 feet to a point; Thence South 16 Degrees 05 Minutes 37 Seconds East, a distance of 814.28 feet to a point; Thence North 89 Degrees 25 Minutes 38 Seconds East, a distance of 277.76 feet to a point; Thence South 13 Degrees 11 Minutes 55 Seconds East, a distance of 128.94 feet to a point; Thence in a Southerly direction with a curve turning to the right with a radius of 500.00 feet, having a chord bearing of South 06 Degrees 53 Minutes 08 Seconds East, and a chord distance of 109.96 feet, and an arc length of 110.18 feet to a point; Thence South 00 Degrees 34 Minutes 22 Seconds East, a distance of 98.39 feet to a point; Thence East, a distance of 30.00 feet to a point; Thence North 63 Degrees 27 Minutes 06 Seconds East, a distance of 70.32 feet to a point; Thence South 71 Degrees 05 Minutes 17 Seconds East, a distance of 73.26 feet to a point; Thence South 72 Degrees 21 Minutes 43 Seconds East, a distance of 48.52 feet to a point; Thence North 10 Degrees 26 Minutes 41 Seconds East, a distance of 90.59 feet to a point; Thence North 29 Degrees 36 Minutes 17 Seconds East, a distance of 50.53 feet to a point; Thence North 89 Degrees 25 Minutes 38 Seconds East, a distance of 17.57 feet to a point; Thence South 22 Degrees 19 Minutes 15

Seconds East, a distance of 129.22 feet to a point; Thence South 16 Degrees 42 Minutes 38 Seconds East, a distance of 57.05 feet to a point; Thence South 29 Degrees 04 Minutes 20 Seconds East, a distance of 42.31 feet to a point; Thence North 68 Degrees 12 Minutes 46 Seconds East, a distance of 72.49 feet to a point; Thence North 38 Degrees 18 Minutes 37 Seconds East, a distance of 70.44 feet to a point; Thence East, a distance of 86.56 feet to a point; Thence South 39 Degrees 18 Minutes 35 Seconds East, a distance of 53.64 feet to a point; Thence South 11 Degrees 19 Minutes 04 Seconds West, a distance of 56.25 feet to a point; Thence South 59 Degrees 33 Minutes 09 Seconds West, a distance of 115.03 feet to a point; Thence South 50 Degrees 29 Minutes 52 Seconds West, a distance of 138.71 feet to a point; Thence South 20 Degrees 20 Minutes 12 Seconds West, a distance of 73.38 feet to a point; Thence South 01 Degrees 38 Minutes 16 Seconds West, a distance of 81.66 feet to a point; Thence South 02 Degrees 15 Minutes 13 Seconds East, a distance of 182.08 feet to a point; Thence South 23 Degrees 14 Minutes 43 Seconds East, a distance of 112.78 feet to the POINT OF BEGINNING. The property contains 28.08 acres, more of less, and is a part of the Northeast 1/4 of the Southeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 6, and Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of said Section 5.

EXHIBIT "A" 4

DESCRIPTION: TRACT 3

Commence at a found iron pipe at a fence corner marking the Southwest corner of Section 5, Township 5 South, Range 16 West, Pearl River County, Mississippi; Thence North 89 Degrees 55 Minutes 51 Seconds East along the South boundary of the Southwest 1/4 of the Southwest 1/4 of Section 5, a distance of 1,211.41 feet to a point for the true POINT OF BEGINNING; Thence North 89 Degrees 55 Minutes 51 Seconds East along the South boundary of the Southwest 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 5, a distance of 996.58 feet to a point; Thence in a Westerly direction with a curve turning to the right with a radius of 530.00 feet, having a chord bearing of North 74 Degrees 25 Minutes 45 Seconds West, and a chord distance of 285.77 feet, and an arc length of 289.35 feet to a point; Thence North 58 Degrees 47 Minutes 20 Seconds West, a distance of 378.27 feet to a point; Thence in a Northwesterly direction with a curve turning to the right with a radius of 530.00 feet, having a chord bearing of North 40 Degrees 50 Minutes 51 Seconds West, and a chord distance of 326.53 feet, and an arc length of 331.93 feet to a point; Thence North 22 Degrees 54 Minutes 21 Seconds West, a distance of 94.64 feet to a point; Thence North 66 Degrees 58 Minutes 14 Seconds East, a distance of 78.28 feet to a point; Thence in a Northeasterly direction with a curve turning to the left with a radius of 970.00 feet, having a chord bearing of North 61 Degrees 56 Minutes 56 Seconds East, and a chord distance of 101.94 feet, and an arc length of 101.99 feet to a point; Thence North 58 Degrees 56 Minutes 12 Seconds East, a distance of 154.37 feet to a point; Thence North 42 Degrees 47 Minutes 43 Seconds West, a distance of 743.74 feet to a point; Thence South 89 Degrees 27 Minutes 41 Seconds West, a distance of 253.08 feet to a point; Thence in a Westerly direction with a curve turning to the left with a radius of 270.00 feet, having a chord bearing of South 84 Degrees 56 Minutes 33 Seconds West, and a chord distance of 42.55 feet, and an arc length of 42.59 feet to a point; Thence North 42 Degrees 47 Minutes 43 Seconds West, a distance of 151.18 feet to a point; Thence in a Northwesterly direction with a curve turning to the right with a radius of 470.00 feet, having a chord bearing of North 36 Degrees 36 Minutes 16 Seconds West, and a chord distance of 101.37 feet, and an arc length of 101.57 feet to a point; Thence North 59 Degrees 35 Minutes 12 Seconds East, a distance of 37.19 feet to a point; Thence North 52 Degrees 48 Minutes 13 Seconds East, a distance of 233.26 feet to a point; Thence North 29 Degrees 45 Minutes 46 Seconds East, a distance of 70.20 feet to a point; Thence North 31 Degrees 16 Minutes 18 Seconds East, a distance of 385.50 feet to a point; Thence North 39 Degrees 04 Minutes 43 Seconds East, a distance of 351.12 feet to a point; Thence North 03 Degrees 49 Minutes 00 Seconds West, a distance of 85.94 feet to a point; Thence North 72 Degrees 52 Minutes 51 Seconds West, a distance of 93.98 feet to a point; Thence South 61 Degrees 56 Minutes 41 Seconds West, a distance of 157.78 feet to a point; Thence South 26 Degrees 53 Minutes 11 Seconds West, a distance of 416.73 feet to a point; Thence South 60 Degrees 17 Minutes 18 Seconds West, a distance of 170.75 feet to a point; Thence North 06 Degrees 20 Minutes 41 Seconds West, a distance of 112.78 feet to a point; Thence North 20 Degrees 45 Minutes 35 Seconds East, a distance of 345.64 feet to a point; Thence North 36 Degrees 02 Minutes 49 Seconds West, a distance of 190.90 feet to a point; Thence North 62 Degrees 00 Minutes 29 Seconds West, a distance of 255.64 feet to a point; Thence South 80 Degrees 13 Minutes 28 Seconds West, a distance of 289.13 feet to a point; Thence North 83 Degrees 53 Minutes 20 Seconds West, a distance of 161.35 feet to a point; Thence North 20 Degrees 52 Minutes 06 Seconds East, a distance of 139.39 feet to a point; Thence North, a distance of 190.39 feet to a point; Thence

West, a distance of 156.06 feet to a point; Thence in a Westerly direction with a curve turning to the left with a radius of 470.00 feet, having a chord bearing of South 75 Degrees 02 Minutes 39 Seconds West, and a chord distance of 242.59 feet, and an arc length of 245.37 feet to a point; Thence North 45 Degrees 07 Minutes 06 Seconds West, a distance of 454.13 feet to a point; Thence South 67 Degrees 02 Minutes 08 Seconds West, a distance of 32.73 feet to a point; Thence North 47 Degrees 08 Minutes 30 Seconds West, a distance of 173.67 feet to a point; Thence North 28 Degrees 05 Minutes 23 Seconds West, a distance of 146.16 feet to a point; Thence South 11 Degrees 52 Minutes 54 Seconds West, a distance of 297.13 feet to a point; Thence South 12 Degrees 15 Minutes 46 Seconds West, a distance of 100.00 feet to a point on the East right-of-way of Bell Tower Parkway; Thence in a Southeasterly direction along the East right-of-way of said Bell Tower Parkway with a curve turning to the right with a radius of 1,050.00 feet, having a chord bearing of South 53 Degrees 52 Minutes 54 Seconds East, and a chord distance of 849.30 feet, and an arc length of 974.35 feet to a point; Thence South 30 Degrees 01 Minutes 35 Seconds East along the East right-of-way of said Bell Tower Parkway, a distance of 480.08 feet to a point; Thence in a Southeasterly direction along the East right-of-way of said Bell Tower Parkway with a curve turning to the right with a radius of 2,050.00 feet, having a chord bearing of South 24 Degrees 33 Minutes 31 Seconds East, and a chord distance of 390.68 feet, and an arc length of 391.27 feet to a point; Thence South 19 Degrees 05 Minutes 26 Seconds East along the East right-of-way of said Bell Tower Parkway, a distance of 223.05 feet to a point; Thence in a Southeasterly direction along the East right-of-way of said Bell Tower Parkway with a curve turning to the left with a radius of 700.00 feet, having a chord bearing of South 30 Degrees 56 Minutes 35 Seconds East, and a chord distance of 287.55 feet, and an arc length of 289.61 feet to a point; Thence South 42 Degrees 47 Minutes 43 Seconds East along the East right-of-way of said Bell Tower Parkway, a distance of 803.55 feet to a point; Thence in a Southerly direction along the East right-of-way of said Bell Tower Parkway with a curve turning to the right with a radius of 800.00 feet, having a chord bearing of South 20 Degrees 30 Minutes 08 Seconds East, and a chord distance of 606.95 feet, and an arc length of 622.54 feet to a point; Thence South 01 Degrees 47 Minutes 27 Seconds West along the East right-of-way of said Bell Tower Parkway, a distance of 118.92 feet to the POINT OF BEGINNING. The property contains 46.88 acres, more of less, and is a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 6, Southwest 1/4 of the Northwest 1/4, Northwest 1/4 of the Southwest 1/4, and the Southwest 1/4 of the Southwest 1/4, Northeast 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Southwest 1/4 of said Section 5.

Exhibit "B"

Driveway Culvert Size Chart

Lot #	Culvert Size
1	18"
2	15"
3	15"
4	15"
5	15"
6	15"
7	18"
8	15"
9	15"
10	15"
11	15"

Lot #	Culvert Size
12	15"
13	15"
14	18"
15	18"
16	15"
17	15"
18	15"
19	15"
20	15"
21	15"



Chancery Clerk's Office
Pearl River County, Mississippi
I certify the instrument
was filed and recorded
DECEMBER 2 2011 01:52:00PM
Book 1042 Page 107 Thru 150
Instrument 201110661 Page 1 of 44
Witness my hand and seal
David Earl Johnson

INDEXING INSTRUCTIONS: FOX BEND AT WILDWOOD SUBDIVISION, LOTS 182-199

PREPARED BY:
STUART COMPANY
P.O. BOX 550
PICAYUNE, MS. 39466
601-799-1191

RETURN TO:
STUART COMPANY
P.O. BOX 550
PICAYUNE, MS. 39466
601-799-1191

LEGAL DESCRIPTION:
LOTS 182 – 199,
FOX BEND AT WILDWOOD SUBDIVISION, PEARL RIVER COUNTY, MISSISSIPPI.

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR FOX BEND AT WILDWOOD SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Fox Bend at Wildwood Subdivision ("Declaration") is made on this the 16th day of September, 2011, by Stuart Company, a Mississippi Corporation ("Declarant").

The Declarant desires to create and develop a residential community on the Property which shall have designated common areas ("Common Areas") and common facilities ("Common Facilities") for the benefit of Fox Bend at Wildwood Subdivision. The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of the charm and beauty of Fox Bend at Wildwood Subdivision and for the designation, administration and maintenance of the Common Areas and Common Facilities. Therefore, the Declarant desires to subject all property now or hereafter subject to the Declaration ("the Property"), including any and all improvements constructed or to be constructed on the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens contained in this Declaration which individually and collectively are for the benefit of the Property, each Owner and the Declarant.

The Declarant desires the efficient preservation of the values and amenities in and the enhancement of the charm and beauty of Fox Bend at Wildwood Subdivision. Therefore, the Declarant has created and organized Wildwood Property Owners' Association, Inc., a Mississippi nonprofit corporation ("Association") and has delegated and assigned the powers and duties created by and in this Declaration to the Association for the administration and enforcement of the provisions of this Declaration, and the determination, collection and disbursement of special assessments and other charges (collectively "Assessments").

Now, therefore, the Declarant declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this Declaration which (i) are agreed and declared to be beneficial for and in aid of the development of the residential community and the improvements of the Property, (ii) shall be deemed to run with and bind the Property, and (iii) shall inure to the benefit of the enforceable by the Declarant, its successors and assigns, and each Person who has or acquires any interest in any portion of the Property or the improvements on the Property, including the Association, any Owner and any person who holds such interest solely as security for the performance of an obligation or the payment of a debt.

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ARTICLE I.
DEFINITIONS

Section 1.01. Definitions. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Section 1.01 unless otherwise specified or the context requires a different construction.

"Additional Property" shall mean the property contiguous or adjacent to or in close proximity to the Property and owned by the Declarant or any of its members or any other entity in which the Declarant or its members own an interest.

"Architectural Review Committee" shall mean and refer to the committee which shall be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided in Article XI hereof. There shall be one (1) Architectural Review Committee for all phases of Wildwood Subdivision.

"Assessment" shall mean the share allocated to a Lot and thereby the Owners of such Lot of the Association's (i) maintenance Assessments if elected by the Board of Directors and Class A Members as described under Section 5.02, (ii) special Assessments under Section 5.03, and (iii) expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

"Association" shall mean the Wildwood Property Owners' Association, Inc., a Mississippi not for profit corporation and its successors and assigns.

"Board of Directors" shall mean the Board of Directors of the Association. There shall be one (1) Board of Directors for all phases of Wildwood Subdivision.

"By-Laws" shall mean the by-laws of the Association as amended from time to time.

"Charter" means The Articles of Incorporation of the Association, as amended from time to time.

"Common Areas" shall mean all real property shown and designated on the plat as Common Area and is owned by or otherwise made available to the Association for the common use, benefit and enjoyment of the members. Common Areas shall include but not be limited to the "Green Space" designated on the plat, which is subject to the privileges and limitations set forth in the conservation easement, filed of record in the Land Deed Records of Pearl River County, Mississippi.

"Common Facilities" shall mean all the buildings and other improvements constructed on any portion of the Common Area for the common use, benefit and enjoyment of the members.

"Declarant" shall mean Stuart Company, a Mississippi Corporation and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restriction for Fox Bend at Wildwood Subdivision as same may be amended or supplemented from time to time.

"Developer" means the Declarant and each Person who is a successor in title to or acquires a fee simple interest from the Declarant with respect to any Lot, except the Association, and with the Declarant's permission is engaged in the business of the development, improvement and sale of any Lot, including the construction and sale of a Dwelling and related improvements or appurtenances on any Lot.

"Dwelling" shall mean a fully detached residence which is designed and used as a conventional single family home.

"Eligible Mortgage Holder" shall mean those holders of a First Mortgage on a Lot who have requested, in writing, the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders or of any assessment of installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days.

"First Mortgage" shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a Lot, which has priority over all other mortgages, deeds of trusts or similar encumbrances creating liens or encumbrances against such Lot.

"Guidelines" shall mean the Architectural Review Guidelines adopted by the Declarant as a part of this Declaration to serve as a reference tool and decision-making guide for property development and construction on Lots and property of Fox Bend at Wildwood Subdivision. No such guideline, statement, criteria or the like shall be construed as a waiver of the provisions of any other provision or requirement of this Declaration.

"Invitees" shall mean an Owner's tenants, guests, patrons, employees or other guests or invitees.

"Lot" shall mean each subdivided parcel, plot or tract of land constituting a portion of the Property which is shown and designated as a numbered lot on any subdivision plat filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi, and is intended to be improved with a Dwelling, but does not include the Common Areas.

"Management Agent" means 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.

"Member" shall mean each Person who holds or has membership in the Association, as provided by Article III.

"Mortagee" shall mean any Person who owns, holds or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against any Lot, including, but not limited to (i) a bank, (ii) a savings and loan association, (iii) a trust company, (iv) an insurance company, (v) a mortgage company, (vi) a trust, (vii) a mortgage insurance company, (viii) a mutual savings bank, (ix) a real estate investment trust, (x) a credit union, (xi) a pension fund, (xii) the Federal National Mortgage Association, (xiii) the Federal Home Loan Mortgage Corporation, (xiv) a recognized institutional type lender or loan correspondent, (xv) any agency or a department of The United States of America or any state, county or municipal government, (xvi) a corporation, or (xvii) an individual.

"Owner" shall mean the record holder, whether one or more Persons, of a fee or undivided fee interest in or to any Lot, including contract sellers, but excluding those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt.

"Person" shall mean an individual, a corporation, a general or limited partnership, an association, a trust, an estate or any other legal entity.

"Plans" means the plans, blueprints, drawings, specifications and samples prepared by or for a Owner or builder or owner in connection with the development or improvement of a lot.

"Plat" shall mean the subdivision map(s) or plat(s) of the Property which has been or shall be filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi.

"Property" shall mean all real property situated in Pearl River County, Mississippi, which is described in Exhibit "A", and all additions thereto which by annexation in accordance with the terms and provisions of this Declaration are subject to the covenants and restrictions of this Declaration.

"Supplement" means any amendment, modification, change or restatement of or to this Declaration.

"Wildwood Commercial Area" means all those certain lots, roadways and common areas more fully shown and described on a Plat of Wildwood Commercial that will be filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi as part of the master plan for Wildwood Subdivision.

"Wildwood Commercial Property Owners Association, Inc." means the Commercial Center Property Owners Association established for the purpose of exercising the power of maintaining and administering Common Areas and providing common services to the Wildwood Commercial Area.

ARTICLE II.
PROPERTY SUBJECT TO 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 or encumbered, and improved subject to this Declaration if the Property which is located in Pearl River County, Mississippi, and is more particularly described in Exhibit "A" and such portions of the Additional Property which may be annexed to the Property from time to time as provided by Section 2.03 hereof.

Section 2.02. Common Areas. The designation of any portion of the Property as a Common Area shall not mean that the public at large acquires any easement of benefit and enjoyment in or to the Common Areas.

Section 2.03. Annexation of Additional Property. At any one or more times prior to December 31, 2025, and without the consent of any members, the Declarant, or any other person with the written consent of the Declarant, shall have the right, privilege or option to annex to the Property any of the Additional Property. Any such annexation shall have the effect of making the annexed property part of the Property and extending the scheme of the within covenants and restrictions to such annexed property. However, no such annexation shall occur until same has been accomplished in the manner herein prescribed.

Any annexations of additional real property to the Property shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions in the land records in the Office of the Chancery Clerk of Pearl River County, which Supplementary Declaration shall extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain whatever complimentary additions and modifications to the provisions of the Declaration as may be appropriate to reflect the different character or use, if any, of the annexed additional property, including, but not limited to setback lines, total square footage to be contained within any residence, style of any residence, easements, and degree of care and assessments for any care not rendered to all of the Property; provided, however that in no event shall any such addition or modification be substantially inconsistent with the provisions of this Declaration.

ARTICLE III.
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Membership. The Members of the Association shall be and consist of every Person who is or who becomes, an owner of record of the fee title to a Lot and is included in the definition of an Owner under Article I. When more than one Person owns or holds an interest or interests in a Lot, then all such Persons shall be Members.

Section 3.02. Action by Members. The Association shall have one class of voting Members. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the voting power of all Members which includes all lot owners and the Declarant.

Section 3.03. Members' Voting Rights. Except as otherwise specifically provided in the Charter or the By-Laws, the voting rights of the Members shall be as follows:

(a.)Whenever a vote of the Members is required or permitted under this Declaration, the aggregate voting power of all Members shall be equal to the aggregate number of Lots owned by all Members. All Members shall be entitled to one vote for each Lot owned. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b.)The Declarant, shall be entitled to one vote for each Lot owned by the Declarant.

(c.)Before any vote is counted, whether by proxy or in person, all assessments must be paid in full, current and the lot owner must be in "good standing".

Section 3.04. Membership Appurtenant to Real Property. The membership of all Members shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

Section 3.05. Voting Conflict Between Members. If the fee title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such fee title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

Section 3.06. Termination and Reinstatement of Declarant. If on any one or more occasions the Declarants' memberships should terminate, and if after any such termination the Declarant, by annexation to the Property in accordance with the Declaration, should add Additional Property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarant shall be fully reinstated, with the voting rights as set forth herein above. Following each such reinstatement of the Declarlants' memberships, for so long thereafter as the Declarants' memberships shall continue to exist, the Declarant, and the nominee or nominees, if any, of the Declarant, shall have all rights and powers of a membership, as herein provided.

Section 3.07. Other Voting Provisions. The Charter and/or the By-Laws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

ARTICLE IV.
BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION AND MANAGEMENT AGENT

Section 4.01. Board of Directors. The Association and the affairs of the Association shall be managed and controlled by the Board of Directors which shall have all the power, authority and duty necessary or appropriate for such management and control. The Board of Directors shall consist of three individuals or such greater number of individuals as may be prescribed in the By-Laws from time to time. Directors are required to be Members, and shall be appointed by the Declarant so long as the Declarant owns any Lot or portion of the Property and then elected by the Members in the manner prescribed in the By-Laws. Then the Board of Directors shall be elected by the lot owners by a vote of more than 50% of those lot owners present or voting by proxy. The Board of Directors will then consist of five members, each to serve for a three year term. At the conclusion of the election for the Board of Directors, the board shall elect the officers which shall be a President, Vice-President, Secretary and Treasurer. The Board of Directors shall serve and direct all Phases of Wildwood Subdivision. There shall be one (1) Board of Directors and one (1) Architectural Review Committee for all phases in Wildwood Subdivision. If there is a conflict between the By-Laws and the Covenants, the Covenants shall control.

Section 4.02. Powers and Duties. In the management and administration of the Association's affairs, the Board of Directors shall have power, authority and duty to do all acts and actions, except acts and actions which by law, this Declaration, the Charter or the By-Laws may be exercised only by or are reserved only to the Members. Such powers, authorities and duties of the Board of Directors to create, establish or approve policies or decisions relating to the management and administration of the Association's affairs include, but shall not be limited to the following:

(a.)To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Areas and Common Facilities.

(b.)To establish, determine, assess, collect, use and expend the Assessments from the Members, and to file and enforce liens for such Assessments.

(c.)To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Review Committee pursuant to Section 10.07, the Management Agent pursuant to Section 4.04(d), or as the Board of Directors may consider to be appropriate with respect to the Property, the Lots, any improvements on the Lots, including Dwellings, or the use, occupancy and maintenance of the Common Areas and Common Facilities including, but not limited to, rules, regulations, restrictions and requirements

designed to prevent unreasonable interference with the use, benefit and enjoyment of the Common Areas and Common Facilities by the Members and other authorized Persons.

(d.)To purchase insurance upon the Common Areas and Common Facilities.

(e.)To maintain, repair, restore, reconstruct or demolish all or any portion of the Common Areas or Common Facilities after any casualty loss, and to otherwise improve the Common Areas and/or Common Facilities.

(f.)To lease or grant licenses, easements, rights-of-way and other rights of use in or option, sell, assign, exchange, trade transfer, quitclaim, surrender, release, abandon, or otherwise convey all or any portion of the Common Areas and/or Common Facilities upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association, subject to the provisions of Section 10.01(j) hereof.

(g.)To lease as tenant, purchase or otherwise acquire Lots and to option, lease, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey any of such Lots upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(h.)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.

(i.)To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs.

(j.)To prosecute, defend, appeal, settle, compromise or submit to arbitration any suit, action, claim or proceeding at law or in equity or with or before any governmental agency or authority which involves or affects the Association, including the Common Areas and/or Common Facilities.

(k.)To retain or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, landscape 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.

(l.)Subject to Section 10.01(d), to borrow any funds required for the Association's affairs from any person on such terms, conditions and provisions as may be acceptable to the Board of Directors, and to secure the repayment of any such loans by executing deeds of trust or by pledging or otherwise encumbering or subjecting to security interests all or any portion of the assets of the Association, including the Common Areas and Common Facilities.

(m.)The Board of Directors shall reserve the right to impose fines for any and all covenat violations, currently or previously occurring. Violations will be fined according to the fin schedule adopted by the Board of Directors no later than the first quareterly meeting of 2011. The Board will have the ability to adjust this schedule annually and any changes will be posted at the last quarterly meeting each year. If no adjustments are necessary, the existing schedule will remain in effect indefinitely.

Upon initial covenant violation, the Board will send the property owner a letter of intent to impose a fine and will be given 10 days to comply with said covenant. If property owner is not in compliance within this time frame, a fine will be imposed and must be paid within 30 days to avoid the Board from filing a lien against said property. If property owner fails to comply, fine will accumulate monthly for each violation. A letter will only be sent for the initial violation of a covenant. Subsequent violations of the same covenant will be assessed a fine with the original letter service as intent to impose such.

(n.)Method of accounting for all accounts and reports can be done by using the "cash" method of accounting.

Section 4.03. Officers. The Association shall have such officers as are prescribed by the By-Laws. The officers shall conduct affairs of the Association and implement the policies and decisions of the Board of Directors.

At least two (2) board members shall sign all checks written for the Property Owners' Associaiton.

All board members must have a surety bond in place for the faithful performance of their duties.

If a board member resigns or is otherwise unable to serve, another election will be held, requiring a majority of the lot ownrs present or voting by proxy to elect a new member to fill this vacancy.

Section 4.04. Management Agent. The Board of Directors may retain or employ a Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time may authorize. The Association is specifically authorized to undertake "self-management" and is not obligated or required to retain or employ a Management Agent. The Management Agent shall perform such duties and services as the Board of Directors shall direct and authorize which may include, without being limited to, the following power and authority:

(a.)To collect Assessments, and enforce liens to secure the collection of such Assessments.

(b.)To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Areas and Common Facilities.

(c.)To select, designate, train, hire, supervise and discharge personnel necessary

or appropriate for the proper maintenance, care upkeep, surveillance, services and efficient operation of the Common Areas and Common Facilities.

(d.)To enforce and recommend that the Board of Directors approve and enforce such rules and regulations, restrictions and requirements relating to maintenance, care, upkeep, surveillance, services and operation of the Common Areas and Common Facilities as may be recommended by the Management Agent from time to time.

(e.)To provide such other services for the Association as may be requested by the Board of Directors, including legal and accounting services.

Any management agreement entered into by the Association and any Management Agent shall permit termination at will by the Association. 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.

Section 4.05. Limitation of Liability. The Association, the Board of Directors and each director and each officer of the Association shall not be liable for any failure of or failure to provide any service to be furnished by the Association or to be paid with funds from charges or fees or from Assessments, or for injury, including death, or damage, or damage to any Person or property caused by the easements or caused by or resulting from electricity or water which may discharge or flow from any portion of the Common Areas or Common Facilities or from any wire, pipe, drain, conduit or similar property. The Association shall not be liable to any Member or any other person for theft or other loss of or damage to any property which may be left or stored upon the Common Areas and/or Common Facilities.. No diminution or abatement of annual maintenance or special Assessments shall be claimed or allowed for inability to use, inconvenience or discomfort caused by or arising or resulting from the need for or the conduct of routine or other Common Areas or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE V.
ASSESSMENTS

Section 5.01. Covenants for Assessments. Each Owner by acceptance of a Deed or other conveyance document for such Lot, whether or not expressed in any such Deed or other conveyance document, shall be deemed to covenant and agree to pay to the Association any maintenance or special Assessments which shall be levied by the Association. Each such Assessment shall be a charge on the land, and shall be a continuing lien upon each Lot and the personal obligation of the Person who is the owner of such Lot at the time the assessment fall due. No member may become exempt from or otherwise avoid liability for the payment of any assessment by the abandonment of any lot or by the abandonment or release of the member's right to use, benefit and enjoy the Common Area and/or Common Facilities. Declarant, Stuart Company, shall be exempt from and shall not pay any Assessments.

Section 5.02. Maintenance Assessments. Except as permitted by Section 5.07, any maintenance Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents of the Property, including the improvement, maintenance and repair of the Common Areas and/or Common Facilities and (ii) to pay the cost of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of the Common Areas and/or Common Facilities. The purposes for which the Maintenance Assessments may be levied include, but are not limited to, the following purposes:

(a.)The amount of all operating expenses of or for the Common Areas and/or Common Facilities and the services furnished or provided to or in connection with the Common Areas and/or Common Facilities, including charges for any services furnished or provided by the Association.

(b.)The costs of appropriate or necessary management and administration of the Common Areas, including fees or other compensation paid to a Management Agent.

(c.)The amount of all taxes and assessments levied against the Common Areas.

(d.)The costs of fire and extended coverage and liability insurance on the Common Areas and/or Common Facilities and the Association's other assets and the costs of such other insurance with respect to the Common Areas and/or Common Facilities and the Association's other assets and affairs as the Board of Directors considers appropriate.

(e.)The cost of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by or for the Association for or to the Common Areas, and/or the Lots.

(f.) The cost to maintain, replace, repair and landscape the Common Areas and Access Easements and to keep same in a good and safe condition, including, but not limited to, the cost to maintain, replace and repair the sidewalks, walking tracks, private streets, fences, gates and other improvements and such Common Facilities and equipment as the Board of Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair, landscaping and safe operating condition.

(g.)The cost to fund all reserves established by the Association, including any appropriate general operating reserve and/or reserve for replacement of assets.

Section 5.03. Annual Maintenance Assessment. Prior to the first day of January in each year the Board of Directors shall adopt a budget estimated by the Board of Directors to be sufficient to meet the cost and expenses described in Section 5.02 hereof and shall fix and levy the Annual Maintenance Assessment at an amount sufficient to meet the budget adopted by the Board of Directors.

(a.)Immediately following the conveyance of the lot to an Owner, the annual assessment shall be Two Hundred Twenty Dollars ($220) per Lot. The Annual Maintenance Assessment shall be prorated from January 1 of the current year.

(b.)The Board of Directors shall have the authority to determine the amount of the annual assesments without any action of the lot owners provided the assessments are not increased by more than 10%. If the assessments are sought to be increased by more than 10%, a meeting shall be held at which time more than 50% of the lot owners present or voting by proxy, who are in "good standing" must approve this increase before it takes effect.

Section 5.04. Special Assessments. In addition to the maintenance Assessments authorized in Section 5.01, the Association may levy special Assessments as follows:

(a.)In any fiscal year the Association may levy a special Assessment applicable only to that fiscal year (i) for the purpose of paying all or a portion of the costs of any construction, reconstruction, replacement or inordinate repair or maintenance of improvements on the Common Areas, including the fixtures and personal property on or related to the Common Areas and/or Common Facilities, or (ii) for such other purposes as the Board of Directors may consider to be appropriate.

Any such Assessment shall be approved by a vote of more than 50% of all lots owned, present or voting by proxy and must be in "good standing" with the Associaiton.

(b.)The Association may levy a special Assessment against any Lot and the Owners of any Lot for reimbursement (i) of or for repairs occasioned by the willful or negligent acts of the Owners of such Lot, or (ii) of or for any and all costs, expenses and expenditures made or incurred by the Association with respect to such Lot pursuant to the provisions of this Declaration, including the discharge or satisfaction of any obligation or duty imposed on such Owners under this Declaration.

(c.)Voting at Special Meetings – more than 50% of all lots owned, present or voting by proxy, shall be necessary to pass any issue at special meetings.

(d.)Quorum for Special Meeting – 20% of all lots owned shall be represented to constitute a quorum at all special meetings.

Section 5.05. Dwelling and Lawn Maintenance. The Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Areas and Facilities, unless, by the majority vote of the members, the Association elects to provide to its members lawn care and yard maintenance, in which event, a charge determined by the Board of Directors shall be levied against and assessed to every Lot so maintained by the Association.

Section 5.06. Assessments Are Not Dues. No portion of the annual maintenance and special Assessments provided in or permitted by this Article V are intended to be, or shall be constructed to be, dues for membership in the Association.

Section 5.07. Costs and Expenses of Certain Damage. Whether or not specifically provided in this Declaration, if the Board of Directors determines that any Owner (i) has failed or refused to properly satisfy or discharge a maintenance, repair, care, upkeep, replacement or any other obligations or duties for which the Owner is responsible under this Declaration, or (ii) is responsible for damage to the area of common responsibility which is not covered by insurance, then, if deemed to be necessary or appropriate by the Board of Directors, the Association may provide such maintenance, repair, care, upkeep or replacement or satisfy or discharge any such other obligations or duties at the Owner's sole cost and expense. Such costs and expenses shall be increased by all amounts described in Section 6.03. All such amounts shall be considered to be a special Assessment under Section 5.04 against the Lot, and the Owners of such Lot shall be personally responsible and liable for the payment of all such amounts immediately upon notice from the Association, and all such amounts shall become a lien against such Lot which shall be enforceable by the Association.

Section 5.08. Meetings to Approve Assessments. If the consent or approval of all Members is required for any action under this Article V, then the Board of Directors shall call a meeting of the Members pursuant to the By-Laws for the purpose of considering the consent or approval for such action.

(a.)Voting at Regular Meetings. All Assessments requiring the consent or approval of the Members must be approved by a vote of more than 50% of all lots owned, present or voting by proxy shall be necessary to pass any issue at regular meetings and must be in "good standing" with the Associaiton.

(b.)Quorum for Regular Meetings. 10% of all lots owned shall be represented to constitute a quorum at all regular meetings

Section 5.09. Uniform Rate for Assessments. All Assessments shall be levied at a uniform rate for each Lot to which membership is appurtenant, except special Assessments under Section 5.02(b). The Board of Directors may change or modify the pro-rata obligations of any Lot or the Owners of such Lot for the purposes of levying Assessments, except special Assessments under Section 5.02(b), only if approved by at least two-thirds of the voting power of the Members.

Section 5.10. Commencement of Assessments. The Association is hereby authorized and empowered to collect any assessment, or portion thereof, levied by the Association against any Lot from the Owner and Purchaser of such Lot at the time of the transfer of such Lot from the Declarant.

Section 5.11. Exempt Property. No Assessments of any kind or nature shall be levied by the Association against (i) any portion of the Streets and other

real property and improvements dedicated and accepted by the local public authority and devoted to public use, (ii) All areas unplatted or reserved for future development by the Declaration of the Plat of the Property, (iii) the Common Areas or Common Facilities and (iv) no portion of the Common Area of Common Facilities Property within the boundaries of any Parcel depicted on the Plat(s), including all portion or portions of the Property within the boundaries of any private drive or street, sidewalk or other easement. Also, no assessments of any kind or nature shall be levied by the Association against the Declarant, Stuart Company.

Section 5.12. Equitable Adjustments. If a Supplement is filed for record which annexes additional property to the property and specifies that a greater or lesser level of use, benefit or enjoyment of the common area or of services shall be available or provided by the Association with respect to any portion of the annexed additional property, then the supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance or special assessments under Section 5.02, Section 5.04 or Section 5.05 with respect to such annexed additional property. In such event, the Association shall have the authority and the duty to make equitable adjustments in and to the procedures described in this Article V for the establishment, determination and calculation of the annual maintenance and special assessments to reflect any such different level of use, benefit and enjoyment of the common area or services available or provided by the Association.

ARTICLE VI.
ENFORCEMENT OF COVENANTS BY PEARL RIVER COUNTY

The following covenants in Article VI shall be enforceable by Pearl River County, MS, to-wit:

a.)No building permit shall be issued before the Mississippi State Board of Health approves the sewage and water systems. Whenever the subdivision is served by community (central water system) no private water supply may be drilled or otherwise constructed on any lot for the purpose of supplying potable water to any building or structure, except for the purpose of irrigation, and in no event shall there be a physical connection between any such source and any element of the community water system.

b.)Construction of any nature is prohibited in County drainage easements or street rights of way.

c.)No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building material, scrap equipment, old washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding and old tires.

d.)No structures of any type may be built or located within the designated 100-year floodplain (Zone A) or wetland as designated on the plat.

e.)No lots shall be re-subdivided without prior written approval of the Board of Supervisors and Chancery Court of Pearl River County, Mississippi. Notwithstanding the foregoing, the minimum size for any re-subdivided lot on which a dwelling may be constructed shall be no less than 1 1/2 acre (one and one half).

f.)Driveways on corner lots shall not be located any closer than sixty (60) feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two street rights-of-way intersect.

ARTICLE VII.
ENFORCEMENT OF ASSESSMENTS

Section 7.01. Lien of Assessments. Each Assessment with respect to or against a Lot plus such additional amounts as are specified in Section 7.03 shall be (i) a charge on the land, (ii) a continuing lien upon and against the Lot, (iii) binding upon such Lot, and (iv) the continuing joint and several personal obligation and liability of each Person who was an Owner of such Lot when any portion of the Assessment became due and payable, their heirs, devisees, personal representatives, successors and assigns, which shall not be extinguished or diminished by any transfer or conveyance of any Lot.

The personal obligation of each Member to pay all Assessments levied against his Lot shall continue for the full statutory period permitted by law, and a suit to recover a monetary judgment for the non-payment of all or any portion of any Assessment, including any installment, may be commenced and maintained by the Association without the foreclosure or waiver of any lien created under this Declaration to secure the payment of the Assessment. Any judgment may include all amounts specified in Section 7.03. The Association may commence and maintain an action at law against any Member personally obligated or liable to pay any Assessment and/or may foreclose the lien against any Lot in the manner now or hereafter provided in the State of Mississippi for foreclosure of mortgages and other liens on real property containing a power of sale provision. Any such foreclosure by the Association shall be subject to the substantive and procedural requirements prescribed by the laws of the State of Mississippi applicable to the foreclosure of mortgages and other liens on real property containing the power of sale provision.

The Association shall have the right to reject partial payments of an Assessment and to demand the full payment of such Assessment. The lien for unpaid Assessments shall be unaffected by any sale or other transfer or conveyance of the Lot subject to the Assessments, and the lien shall continue in full force and effect. No Member may waive or otherwise avoid or escape personal liability for payment of any Assessment by abandonment of his Lot or by abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Areas and Facilities.

Section 7.02. Assessment Certificate. Upon five days notice, the Board of Directors shall furnish a certificate signed by an Association officer to any member liable for the payment of any Assessment or to any other Person having legitimate interest in the payment of such Assessment stating whether or not the Assessment has been paid. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid in the certificate. The Board of Directors may require the payment of reasonable charges for the issuance of a certificate.

Section 7.03. Amount of Lien. Upon the default by any Owner of any Lot in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments against the Lot and the owners of the Lot 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 maintenance and special Assessments, the following amount shall be considered to be special Assessments against the Lot and the Owners of such Lot and shall be subject to the lien of Assessments provided under Section 7.01:

(a)All reasonable costs and expenses of collection incurred or paid by the Association, including attorneys' fees, court costs and other costs and expenses relating to the collection or enforcement of the lien of Assessments.

(b)Such late payment charges or fees as shall be established by the Board of Directors from time to time.

(c)Such Association overhead charges as shall be established by the Board of Directors from time to time to reimburse or compensate 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 Owners under this Declaration.

(d)Interest on or with respect to all amounts specified in this Section 7.03, including the unpaid balance of all Assessments, and such interest shall accrue from the due date until the payment of each such amount until paid in full at the maximum rate of interest permitted by law in the State of Mississippi on loans to the Owners from Persons similar to the Association.

Section 7.04. 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, (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, or duly recorded after receipt of a certificate under Section 7.02 stating that payment of the Assessment was current as of the date the First Mortgage was filed for record.

Section 7.05. Subordination to Mortgages. As provided by Section 7.04, the lien against any Lot to secure payment of any Assessment shall be subordinate to the lien of any duly recorded First Mortgage on or against the Lot made in good faith and for value received, and shall not affect the rights of the holder of any First

Mortgage. However, the lien shall be subordinate only to Assessments which have become due and payable prior to the sale or other transfer of or conveyance of the Lot pursuant to a foreclosure of any such First Mortgage, or prior to the execution of any deed, assignment of other proceeding or arrangement in lieu of foreclosure. Any such holder of a First Mortgage who acquires possession of such Lot pursuant to a foreclosure or pursuant to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any purchaser or assignee at a foreclosure sale or any transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure, shall acquire the Lot free of any claims for unpaid Assessments levied against the Lot which accrued prior to the time such holder acquires possession of the Lot, or prior to foreclosure sale or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, except for claims for a proportionate share of such unpaid Assessments resulting from a reallocation of such unpaid Assessments among the various Lots. However, such foreclosure, deed, assignment of other proceeding or arrangement in lieu of foreclosure shall not relieve the holder of the First Mortgage in possession or the purchaser of assignee at foreclosure or the transferee under any deed, assignment, or other proceeding or arrangement in lieu of foreclosure, from any liability for payment of any Assessments thereafter becoming due, or from the lien created to secure the payment of such Assessments, and the lien for the payment of such Assessments thereafter becoming due and payable shall have the same effect and shall be enforced in the same manner as provided in this Article VII.

No amendment to this Section 7.05 shall adversely affect the rights of the holder of any First Mortgage on any Lot filed for record prior to the amendment being filed for record of the holder or any indebtedness secured by such First Mortgage, unless such holders execute, approve or consent to the amendment.

In its sole and absolute discretion, the Board of Directors may extend the provisions of this Section 7.05 to Mortgagees not otherwise entitled to the benefits of this Section 7.05.

Section 7.06. Additional Default. Any Mortgage encumbering a Lot shall provide that any default by the mortgagor in the payment of any Assessment or any installment of an Assessment shall be a default under the First Mortgage. The failure to include such a provision in any First Mortgage shall not affect the validity or priority of the First Mortgage, and the protection extended by Section 7.04 and Section 7.05 to the holder of the First Mortgage or the holder of the indebtedness secured by the First Mortgage shall not be altered, modified or diminished by reason of or as result of such failure.

ARTICLE VIII.
INSURANCE

Section 8.01. Association's Insurance. The Association shall apply for, obtain, pay the costs or premiums of and maintain insurance in such limits and forms and from such companies at the Board of Directors shall consider appropriate.

Section 8.02. Owner's Insurance. Each Owner shall insure his Dwelling and other improvements on his Lot at all times for full replacement value

against losses due to hazards which may be insured or covered under extended coverage provisions, including fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and other hazards. Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his Dwelling and other improvements, including decorations, furnishings and personal property in or on such Dwelling or any other improvements, and his personal property stored elsewhere on his Lot or the Property, and for his personal liability to Persons which is not covered by liability insurance for all Owners obtained by the Association and included in the annual maintenance Assessments.

ARTICLE IX.
AD VALOREM TAXES

Section 9.01. Owners. Each Owner shall be responsible for the payment of and shall promptly pay all ad valorem taxes assessed on or against his Lot and improvements on his Lot.

Section 9.02. Association. The Association shall pay the ad valorem taxes assessed on or against the Common Areas and the Association's other assets.

ARTICLE X.
PROPERTY RIGHTS

Section 10.01. Members' Easements of Enjoyment. Every Member 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 following provisions:

(a)The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any Common Areas and Common Facilities by the Members and their families and invitees. Any such fees shall be charged on a uniform basis for each Member. No admission or other fees shall be charged or levied for the use of any Streets.

(b)The right of the Association, acting by and through its Board of Directors, to suspend any Member's voting rights and any Member's rights to use the Common Areas and Common Facilities for any period during which any Assessment remains unpaid and for any period not exceeding 60 days for any infraction, breach or violation of rules and regulations of the Association. The rights of the Members to use the Streets may not be suspended by the Association for any reason whatsoever.

(c)The right of the Association, acting by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Association. No such dedication or transfer shall be effective unless either Members representing at least two-thirds (2/3) of the voting

power of all Members approve or consent to such dedication, transfer, purpose and conditions, or an instrument agreeing or consenting to such dedication or transfer executed by Members representing al least two-thirds (2/3) of the voting power of each class of Members has been filed for record.

(d)In accordance with the Charter and the By-Laws, the right of the Association to borrow money to repair, maintain or improve all or any portion of the Common Areas and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members, and in connection with any such loan to subject all or any portion of the Common Areas and Common Facilities to the liens of deeds of trust or other security interests. The Association shall not borrow money or subject all or any portion of the Common Areas or Common Facilities to the lien of a deed of trust or other security interest unless approved by Members representing at least two-thirds (2/3) of the voting power of each class of Members.

(e)The right of the Association and/or its Board of Directors to take any action permitted by this Declaration as is reasonable appropriate or necessary to prevent a default of any of the Association's obligations or to protect the assets of the Association against or from foreclosure or enforcement of a security interest by a creditor.

(f)The right of the Association and/or its Board of Directors to adopt reasonable rules and regulations with respect to the use of the Common Areas and Common Facilities.

(g)The right of the Declarant to dedicate or grant the streets, roads, parking areas, sidewalks and/or rights-of-way as shown and designated on the plat to any governmental authority having jurisdiction over the Property.

(h)The right of the Association to grant licenses, rights-of-way, and easements for access or for the construction, reconstruction, maintenance and repair of any public or private utility lines or appurtenances to any governmental agency or authority or any utility, the Declarant or any other person, provided that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the members to the use, benefit and enjoyment of the Common Area.

(i)The right of the Association to maintain guarded or electronically monitored gates to restrict or monitor vehicular traffic over, on or across any private streets, roads located or situated in or on any portion of the Common Area, and public streets approved by the Board of Supervisors.

(j)The right of the Association to sell, transfer or convey any part of the Common Area which it determines to be beneficial to the Members, upon the consent of two-thirds (2/3) of the voting power of each class of members, or upon the filing for record of an instrument agreeing or consenting to such sale, transfer or conveyance executed by Members representing at least two-thirds (2/3) of the voting power of each class of members.

Section 10.02. Delegation of Use. In accordance with the By-Laws and subject to such reasonable rules and regulations as the Board of Directors may adopt or promulgate and uniformly apply and enforce, any Member may delegate his rights to the use, benefit and enjoyment of the Common Areas and Common Facilities to (i) family members who reside permanently with such Owner, (ii) contract purchasers who reside on the Property, and (iii) invitees.

ARTICLE XI.
ARCHITECTURAL CONTROL

Section 11.01. Establishment of the Architectural Review Committee. There is hereby established the Wildwood Architectural Review Committee (referred to herein as "Architectural Review Committee"). The Architectural Review Committee shall be appointed by the Declarant as long as Declarant owns of record any Lot, Property or any Additional Property subject to Annexation. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors. The Architectural Review Committee shall serve all Phases of Wildwood Subdivision.

Section 11.02. Architectural Review Committee. After the Declarant has sold all Lots in the Property and the Additional Property, the Architectural Review Committee shall consist of not less than three (3) nor more than five (5) individuals who shall be appointed or designated from time to time by the Board of Directors and who may be but are not required to be Members. The members of the Architectural Review Committee shall serve at the pleasure of the Board of Directors and my be removed at any time by the Board of Directors with or without cause. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding, determination, ruling or order or to issue any permit, consent, approval or disapproval under this Declaration, including this Article XI and the approval or disapproval of all or any portion of any Plans, or to recommend that the Board of Directors adopt any rule or regulation relating to the provisions of this Article XI.

Section 11.03. General Requirements. Except for the purposes of proper maintenance and repair, no improvement, including, but not limited to, buildings, fences, walls or other structures, and no exterior addition, change or alteration to any improvement, including any change or alteration of color, shall be commenced, erected, constructed, placed, altered, moved, maintained or permitted to remain on any portion of the Property, including any Lot, until after compliance with the review process of this Article XI and approval of the Plans by the Architectural Review Committee. Any builder, including any Owner or lessee of a Lot shall not remodel or alter existing improvements on any Lot until approval has been granted by the Architectural Review Committee in accordance with the review process of this Article XI. The builder, at its expense, shall complete and submit to the Architectural Review Committee two complete sets of Plans for review by the Architectural Review Committee. The Plans shall provide for a first class structure, of generally accepted workmanship and materials and constructed according to the International Building Code for single family dwellings.

Specific requirements of the submittals shall be defined in the Architectural Review Guidelines established by the Architectural Review Committee and approved by the Board of Directors and may include the following:

(a)Building plans, at a reasonable scale, and building specifications, which shall include the location, nature, shape, height, materials, color and finish of materials, type of construction, floor plans and elevations, details of exterior wall construction and other exterior features, gross square footage and other characteristics of the improvements and other information required or specified by the Architectural Review Committee.

(b)A drainage plan which will coordinate with the overall area drainage.

(c)A site plan, at a reasonable scale, which will include an accurate grading plan and which shall show the location of all (i) improvements, (ii) exterior lighting and signs, (iii) pedestrian walkways if required, vehicular circulation and parking areas, and (iv) designation of all proposed utility lines, air-conditioning units, aerial lines, pipes, conducts, transformers and similar equipment.

(d)A landscape plan.

(e)A statement by the Developer's architect and other engineer or, if none, by the Developer designee that the proposed construction complies with all applicable building and zoning codes and regulations and this Declaration, including all building codes.

(f)A construction time table or schedule, including anticipated completion date.

Until after compliance with the review process of this Article XI and approval of the Plans by the Architectural Review Committee, no Owner or builder shall (i) install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any (1)lighting, (2) shade, screen, awning or patio cover, (3) exterior decoration, (4) fence or wall, (5) aerial line, (6) antenna, radio or television broadcasting or receiving device, (7) slab, sidewalk, driveway, road, curb or gutter, or (8) patio, balcony or porch, (ii) make any change or otherwise alter, including any change or alteration of color, in any manner whatsoever to the exterior of any improvement constructed upon any Lot or upon any portion of the Common Areas, (iii) combine or otherwise join two or more Dwellings except on Lots specifically permitted by this Declaration and/or as shown and designated on the Plat, or partition such Dwellings after combination, or (iv) make any change or alteration to the interior or exterior of any Dwelling which will alter the structural integrity of the building or otherwise affect the Lot or the Property, the interest or welfare of any other Owner or the Association, materially increase the cost of operating or insuring any of the Common Areas, Common Facilities, or impair any easement.

Section 11.04. Review Process. Within ten (10) business days after receipt of all of the Plans, the Architectural Review Committee shall review the Plans and shall either approve or disapprove all or any portion of the Plans. Written notice of such

decision shall be given to the owner or builder, and such notice shall specify the reasons for any disapproval. The Architectural Review Committee's right to disapprove the Plans shall be limited to (i) the failure of the Owner or builder to include information required by, or otherwise satisfy the requirements of this Article XI or other provisions of this Declaration, (ii) objections to the design, general massing, color, materials or development of any proposed building or improvement which the Architectural Review Committee determines to be incompatible with the existing or surrounding structures on or the topography and conformity with the design concept of or for, the Property, (iii) objections that the Plans do not provide for first-class structure, workmanship or materials, (iv) failure to provide a landscape plan which is consistent with the quality, development or design of the Property, or (v) any other reason or reasons which are not arbitrary or capricious, including, but not limited to, aesthetic considerations.

If any portion of the Plans are not approved, the Owner or builder shall amend and modify the Plans to conform to the requirements of, and to cure any objections made by the Architectural Review Committee. Upon the completion of each amendment and modification, the Plans shall be resubmitted to the Architectural Review Committee for review and approval or disapproval. The Architectural Review Committee's right to disapprove the amended and modified Plans shall be confined to (i) the portion of the Plans not previously approved, (ii) new matters not disclosed by or included in the Plans previously submitted, or (iii) matters which do not satisfy the requirements of this Article XI or other provisions of this Declaration.

The Owner or builder must obtain written approval of the Plans from the Architectural Review Committee prior to commencement of any on-site construction, installation, clearing, grading, paving or landscaping, except to the extent the Owner or builder may receive written permission from the Architectural Review Committee to engage in any or some of such activities prior to the review or approval of the Plans.

If the Owner or builder desires to materially modify or change the Plans after approval of the Plans, but not including modifications or changes of or to the interior design, then the Owner or builder shall submit two complete copies of such proposed changes to the Architectural Review Committee for review and approval or disapproval.

If the Architectural Review Committee shall fail to approve or disapprove the Plans, amended and modified Plans and/or proposed modifications or changes to the Plans within ten (10) business days after receipt of the Plans, then the Plans, amended or modified Plans or proposed modifications or changes to the Plans will be deemed to have been disapproved by the Architectural Review Committee.

The decisions of the Architectural Review Committee shall be final except that any decision may be appealed to the Board of Directors by any Member who is aggrieved by any action or forbearance from action by the Architectural Review Committee or by any policy, standard, or guideline established by the Architectural Review Committee, and upon written request such Member shall be entitled to a hearing before the Board of Directors.

The builder will be responsible for the payment of reasonable charges established by the Board of Directors from time to time for the Architectural Review Committee's review of the Plans or amendments, modifications or changes to Plans, but no charges shall be imposed on any governmental authority using any portion of the Property. The Architectural Review Committee shall retain one copy of the Plans as approved or disapproved in the Association's permanent records and shall return to the Owner or builder one copy of the Plans, as approved, marked or stamped with such approval.

Each property owner shall receive a letter of compliance from the Board of Directors/Architectural Review Committee prior to occupancy of any residence constructed. This will serve as a statement of good standing and will avoid any construction violations per the covenants. Statement of compliance can be conditional as it is understandable that some situations will require finishing after occupancy. It is not the Boards intent to impede anyone's right to occupy their home, only to make sure they understand the requirements set forth and the time frame in which these requirements must be adhered to.

Section 11.05. Disclaimer. The Board of Directors, the Architectural Review Committee, each director and each officer of the Association, each member of the Architectural Review Committee and the Association and, if applicable, the Declarant shall not be liable to any Owner or to any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising or resulting from or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or bulletins shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove all of any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 11.06. Rules and Regulations. Upon the recommendation of the Architectural Review Committee, from time to time the Board of Directors may (i) adopt and promulgate such rules and regulations regarding the construction or alteration of any structure or improvement and the form and content of Plans to be submitted to the Architectural Review Committee for review and approval or disapproval, and (ii) publish and/or file for record such statements of policy, standards, guidelines, and establish such criteria relating to architectural styles or details, colors, size, set-backs, materials or other matters relating to architectural control and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this Article XI or any other provision or requirement of this Declaration.

Section 11.07. Limitations. Construction in accordance with approved Plans shall be commenced within six (6) months after approval, whether by affirmative action or by forbearance from action, and shall be substantially completed either within six (6) months after construction commences, or within such other period as the Architectural Review Committee shall specify in the approval of the Plans. If construction is not commenced or is not completed as required in this Section 11.07, then approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this Article XI shall be required again.

ARTICLE XII.
EASEMENTS

Section 12.01. Utility Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights-of-way, in, through, across, on, over and under the portions of the Property which are not improved with Dwellings, buildings or other structures, including full rights of ingress and egress, for the installation, operation, use, maintenance, repair and removal of utilities and drainage facilities and floodway easements located in utility or drainage easements as shown and designated on a Plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility.

The Declarant shall have non-exclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Areas which is not improved with the buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct and repair sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and any related improvements or appurtenances and for all other purposes reasonably related to the completion of construction, and the provision of public or private utility services to any portion of the Property. Any and all conveyance documents from the Declarant to the Association with respect to the Common Areas shall be conclusively deemed to incorporate the provisions of this Section 12.01, whether or not specifically contained in such conveyance documents or assignments. At the Declarant's request, the Association shall from time to time acknowledge, and deliver to the Declarant such documents the Declarant considers it necessary to implement the provisions of this Section 12.01.

The reservation and rights in this Section 12.01 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any gradings of the soil, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installment, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

Section 12.02. Damage from Ingress and Egress. Any entry by the Declarant, the Association, or any utility upon any Lot for the purposes permitted or contemplated by this Article XII shall be made with as little inconvenience to the

Owner as reasonably practical, and all physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored.

Section 12.03. Maintenance and Support Easements. Where Dwellings are permitted on or in close proximity to the boundaries of a Lot, the Common Areas and each Lot and Dwelling on such Lot shall be subject to irrevocable easements for the benefit of the Association and the Owners of the adjoining Lots and abutting Dwellings for (i) drainage, (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables, wire outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting buildings and improvements, (iv) such portions of any building or improvements that may overhang a Lot or any portion of the Common Areas, and (v) the walks and sidewalks service such adjoining and abutting areas.

Section 12.04. Conservation Easement. A conservation easement is hereby reserved on, over and across all lots as indicated on the Final Plat for Fox Bend Phase of WildWood Subdivision.

ARTICLE XIII.
USE AND OTHER RESTRICTIONS AND REQUIREMENTS

Section 13.01. Use of Lots and Dwellings. Except (i) for the activities of a Owner or builder during the construction and development of a Lot or the Common Areas (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration (iii) as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any Dwelling or other improvements on a Lot, the Common Areas and (iv) as permitted by Section 13.03, each Lot and Dwelling shall be used for residential purposes only, and no trade and business of any kind or nature may be conducted on or in such Lot or Dwelling with the exception of the Wildwood Commercial Area as shown on a Plat of Wildwood Commercial filed for record in the Office of the Chancery Clerk of Pearl River County, Mississippi.

The use of a portion of a Dwelling as an office by the Owner or his tenant shall not be considered to be a violation of this Section 13.01 if such use does not create regular or continual customer, client, employee traffic or create a nuisance to other property owners.

No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.

No lot shall be purchased for the purpose of providing access to other property not located within Wildwood Subdivision.

Section 13.02. Lease of Dwelling. The lease or rental of a Dwelling for residential purposes shall not violate Section 13.01 if (i) if the entire Dwelling and all the improvements on the Lot are leased, (ii) the term of the lease is at

least six months, (iii) the lease otherwise complies with the rules and regulations adopted and promulgated from time to time by the Board of Directors, and (iv) the lease is subordinate and subject to this Declaration and is in writing. Prior to commencement of any lease term, the Owner shall provide the Association and management Agent, if any, with copies of the lease.

Section 13.03. Sales and Construction Activities. The Declarant, its agents and assigns are expressly permitted and authorized to maintain and conduct such facilities and activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of Lots and/or Dwellings or the development of Lots, Dwellings and other improvements, and the Common Areas, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures or other improvements. The Location of any construction trailers of any Owner or builder shall be subject to the Declarant's approval. The right to maintain and conduct such facilities and activities specifically includes the right to use Dwellings as model residences, as offices for the sale of Lots and/or Dwellings, and for related activities provided same shall have received prior written approval from Declarant. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery and vehicles.

In no event shall any Lot or Dwelling or other improvements on a Lot be used as a storage area for any building contractor or real estate developer, except as specifically permitted by this Declaration.

Section 13.04. Time Sharing. No Lots or Dwellings shall be sold, assigned or leased under any time sharing, time interval or right-to-use programs or investments.

Section 13.05. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, clear out or do any action on any part of the Property, including perform obligations or duties imposed on any Owner under this Declaration, then entering any Lot or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

Section 13.06. Easement Interference. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction of flow of surface water runoff in any drainage easement, swale or channel.

Section 13.07. Reconstruction After Fire or Other Casualty Loss. If a Dwelling is partially or completely destroyed by fire or other casualty, the Owner of such Dwelling shall promptly clear the Lot or restore or reconstruct such Dwelling, at his own expense, in accordance with the original Plans within six months from such loss or within such other period as the Architectural Review Committee shall specify.

Section 13.08. Vacant Lot Maintenance. Each Owner shall be responsible for the proper seeding, fertilization, watering, mowing, removal of litter and maintenance of any Lot which is undeveloped. If fill is placed on the Lot and the construction of the improvements is not promptly commenced and completed, then the Owner will be required to maintain such Lot. No trees may be removed unless the Owner complies with Section 14.15 of these covenants.

Section 13.09. Signs. Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be placed, maintained or permitted on a Lot or within any windows or on the exterior of any Dwelling or other structure located on any Lot by any Person, including the Owner, without the approval of the Declarant and/or the Architectural Review Committee. The approval of any signs and posters, including name and address signs, shall be upon such conditions the Declarant and/or the Architectural Review Committee shall determine from time to time, and approval may be arbitrarily withheld. Any approved sign or advertising device shall only contain one name and/or one number plate which shall not exceed one hundred twenty (120) square inches, and, if advertising the Lot or Leasehold interest and/or Dwelling "for sale" or "for lease" such sign shall not exceed three (3) square feet in area and shall be subject to the Architectural Review Committee's right to restrict color and content. The restrictions of this Section 13.09 shall not apply to the Declarant. The Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and Common Facilities and within easement areas established by this Declaration.

Section 13.10. Lot Division and Addition. No residential Lot shall be further subdivided no less than one and one-half (1 ½) acre tract and no more than one single-family dwelling shall be constructed or permitted on each Lot. It is important that the visual appearance and streetscape quality not be altered by decreasing or increasing the density of residential units in Fox Bend at Wildwood Subdivision. Any such changes as might occur by placing one house on two residential lots must be approved by the Declarant until all Declarant's lots are sold and thereafter by the Board of Directors and the Architectural Review Committee.

Section 13.11. Signage, Antenna, etc. No Owner or occupant of any residential lot may allow anything to be hung from windows or displayed from the outside wall of any residence other than the American Flag or plants. Radio or television antennas or dishes shall be located in an area screened from public view without prior approval from the Architectural Review Committee.

Section 13.12. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot or on portion of the Common Areas, except dogs, cats, birds or other household pets for non-commercial purposes and which are kept in Dwellings and are not a source of annoyance or a nuisance to the Property or any Member. The Board of Directors shall have the right, but not the obligation, to prohibit or bar certain dogs or breeds of dogs or other household pets from any Lot or Dwelling or other structure on the Lot or any portion of the Property. Pets shall be attended at all times and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon the Common Areas unless accompanied by an adult individual and either carried or leashed. Common Areas shall not be used as a bathroom for pets except in designated areas. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets from time to time as considered necessary or appropriate.

Section 13.13. Vehicle Use and Storage. All vehicles shall be currently licensed and maintained in operating condition, so as not to cause or create hazards or nuisances by excessive noise levels, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited from the subdivision except for emergency situations. Off-street parking, adequate to accommodate the parking needs of the Owner and Occupants shall be provided by the Owner of each lot. The intent of this provision is to eliminate the need for any on-street parking; provided, however, that nothing herein shall be deemed to prohibit short-term on-street parking of employees' or visitors' vehicles.

Overnight parking of all recreational vehicles and related trailers, one-ton or larger trucks, and/or sports equipment shall be in garages or with a fee, in designated storage areas within the community.

No motor vehicle may be repaired (except for emergency repairs) on any lot, street, or Common Areas within the subdivision except where such repairs are done within an enclosed garage or in an area screened from public view.

All unlicensed vehicles including, but not limited to all terrain vehicles, go carts and other unlicensed motorized vehicles shall not be operated on any street, lot, or common area or upon any other property within Wildwood Subdivision.

Section 13.14. Mobile Homes and Trailers. No house trailer or mobile home shall be admitted in Fox Bend at Wildwood Subdivision at any time, whether used for residential purposes or not. Camper trailers, recreational vehicles, boats and/or boat trailers shall be parked only to the rear of the main residence, unless they are enclosed in a garage or with a fee, in designated storage areas within the community.

Section 13.15. Discharge of Firearms. No guns, firearms or weapons of any kind, including, but not limited to handguns, rifles, shotguns, BB and pellet guns, pistols, bow and arrows, sling-shot or other weapons shall be allowed on any street or Common Area or discharged anywhere within the confines of Fox Bend at Wildwood Subdivision.

Section 13.16. Waterfront Lots. The following covenant applies only to Owners of lots that are contiguous to a pond, lake, or dam:

(a)All Owners of land that is contiguous to a pond, lake or dam shall be responsible for the maintenance and upkeep of the pond, lake and dam. A perpetual easement is hereby reserved on, over and across the dam of said lake for this maintenance and upkeep.

(b)All Owners of land that is contiguous to a pond, lake or dam and a maximum of two (2) guest per lot shall have the right to use all of the area covered by water for boating and fishing only. Each Owner or guest shall enter and exit the water from their respective lot only. Any such Owner or guest that enters or exits the water from another person's lot shall be considered trespassing and in violation of this covenant.

(c)No motorized boats shall be allowed on any pond or lake at any time for any purpose.

ARTICLE XIV.
BUILDING AND COSNTRUCTION CRITERIA AND REQUIREMENTS

Section 14.01. Parking Requirements. All buildings and other structures and improvements shall be designed, located and constructed to permit all vehicles entering upon any Lot to be parked, maneuvered, loaded or unloaded entirely or completely on such Lot. All driveways and parking areas shall be equivalent to or better than concrete. No parking on Streets shall be permitted except as provided on a short-term basis as setforth in Section 13.13. Each single-family residence shall provide for a minimum of two permanent garaged parking spaces and a minimum of two guest parking spaces. All four of these spaces must be permanent and off the street.

Section 14.02. Fencing Swimming Pools. All private residential swimming pools shall be constructed in the rear yard. The actual pool (not surrounding patio or deck) may not be built closer than fifteen feet (15') from either side yard lot line or fifty feet (50') from the rear property line. A secure fence no less than six feet (6') high shall enclose the pool area. Spa units shall be screened from public view and located in the rear yard.

Section 14.03. Secondary Structures. Garden structures, gazebos, poolhouses and similar structures require setbacks from the property lines as that of the residence. The setback can be reduced when approved by the appropriate governmental authority, the Declarant, and/or the Architectural Review Committee.

Section 14.04. Storage Areas. Outside storage areas shall be fenced or screened to provide substantial screening to a minimum height of six feet and a maximum height of nine feet. All storage areas must be located on the side of or behind the Dwelling or main building structure. No fence or screen shall be closer to any Street or Lot boundary line than the established setback line. The provisions of this Section

14.04 shall apply to all trash or garbage storage, mechanical and similar or other storage buildings and structures not directly connected to the Dwelling or main building structure. Plans for storage buildings must be submitted to the Declarant or Architectural Review Committee for approval prior to construction and/or erection. Metal storage buildings will not be permitted.

Section 14.05. Utility Lines. All telephone, electrical, cable television and other similar lines located outside and between any building and any power transmission or other lines of poles shall be underground and shall conform to existing electrical codes.

Section 14.06. Drainage Requirements. Provide for satisfactory and appropriate drainage of waters from the Lot to the adjoining established drainage ways. Each Owner is obligated and required to determine and to verify elevations in the established drainage waterways adjoining his Lot and to provide appropriate drainage structures where entrance and exits cross such established drainage waterways to ensure that no drainage will be restricted or obstructed. Any drainage structures constructed by the Owner which do not satisfy the provisions of this Section 14.06 shall be removed and rebuilt, at the Owner's expense, to conform with such provisions. The Lot shall be developed to direct the drainage from the Lot to the adjoining designated drainage waterways and shall not be developed to force water onto adjoining Lots or the Common Areas.

The property owner shall install a driveway culvert at each lot. Driveway crossings street side ditches shall be constructed to a twenty-four (24') feet maximum width with the correct sized drainage pipe laid to the profile of the ditch invert and the length must be such that the ends of the pipe project at least four (4') feet beyond the length of the driveway pavement. The diameter of the required driveway crossing drainage pipe has been determined for each lot and is provided in Exhibit "B".

Section 14.07. Building Sizes and Locations. The location of and the size of buildings and improvements for Fox Bend at Wildwood Subdivision must be approved by the Architectural Review Committee. All residential buildings in Fox Bend at Wildwood must contain at least 1600 square feet of livable area, (square footage will vary for each development) exclusive of garages, porches and enclosed storage areas. The minimum pitch of the roofs of the main body of all Dwellings in this phase shall be a 7 and 12 pitch.

All garages in Fox Bend at Wildwood Subdivision must be at least 400 square feet. No openings to any garages shall face the front of a public street without prior approval from the Architectural Review Committee, which said approval may be given for "good cause shown". Good cause shown shall include but not be limited to the construction of garages in areas of a lot where the topography and/or setback requirements either prohibit construction or render the construction of any such garage economically impractical or aesthetically undesirable. Detached garages shall not be allowed without prior approval of the Architectural Review Committee.

The location of and size of all building and improvements to be located on any of the Additional Property annexed to the Property as provided in this Declaration will set forth in the Supplement to the Declaration annexing such Additional Property to the Property.

Section 14.08. Sewage Disposal. The use of privies, septic tanks, cesspools, or disposal plants for the disposal of sewage is prohibited. However, a portable outdoor toilet shall be located on each lot during construction. All residences constructed in this subdivision must be connected to the public sewage system. All property owners shall be required to own and have available at their residence a generator sufficient to keep their sewer system operating if electricity is not available due to storms or inclement weather.

Section 14.09. Water Supply System. No individual potable water supply system is permitted on any Lot. All residences constructed in this subdivision must be connected to the public water system.

Section 14.10. Perimeter Fences. If the Owner or builder constructing a residence or the Owner of any existing residence desires to build a fence on any Lot, then such fence must meet the requirements promulgated by the Architectural Review Committee and be consistent in character and design with other such fencing. Plans for the construction of any fence along the aforementioned lot lines must be submitted to and approved by the Architectural Review Committee before any fence is placed or constructed on the Lot. Such plans must include the location, materials, height, design, character and color of each and all components of the fence. Any fence which does not comply with the plans approved therefore shall be removed or brought into full compliance with the approved plans. Once a perimeter fence has been constructed or placed upon a Lot, the Owner of said Lot shall keep, maintain and preserve said fence in a good state of repair.

Section 14.11 Walls and Fences. Except as provided in Section 14.10 of this Declaration, the design and construction of all walls and fences shall follow the criteria set forth in this Section 14.11. The maximum height of columns shall be seven feet and six inches (7'-6") and the maximum height of any fence shall be seven feet (7'). Fences shall be constructed from the following materials only: 1) brick and treated wood, 2) treated wood, 3) brick and wrought iron, 4) brick, 5) stucco, 6) stone (or combinations of stone and other herein described materials). Chain link fencing of any type is prohibited. Lattice screens may be used in interior portions of the Lot, but not as property line fences, except that as a top band of lattice of not more than two feet (2') in height may be constructed as part of a wooden fence with an overall minimum height of six feet (6'). Lattice may not be used on perimeter fencing as described in Section 13.10 of this Declaration. All fences shall step with the terrain rather than slope.

Section 14.12. Materials Storage. No building material of any kind or character shall be placed or stored upon a residential lot until the property owner is ready to begin improvements. No building material shall be placed or stored in the street or street right-of-way during construction.

Section 14.13. Sedimentation Control. Each Owner is required to protect adjoining property, streams and public stormwater systems from sedimentation during construction. No filling or other impermissible impact in wetland areas as depicted on the final recorded plat of this subdivision or as delineated by the U.S. Army Corps of Engineers shall be allowed without the prior written approval of the Board of Directors and the appropriate governmental agency having jurisdiction over final permitting authority of same. By way of example (but without attempting to list every possible act) of the types of work which would constitute filling or other impact in wetland areas, slab-on-grade construction, driveways, parking areas, excavation, grading, land clearing with heavy equipment and constructing a built up road, among other acts, are considered impact activities which likely would require an appropriate permit if located in wetland areas.

Section 14.14. Setbacks. No Dwelling or other residential building shall be erected on any Lot nearer than fifty feet (50') from the front lot line or twenty five feet (25') from the rear lot line and twenty five feet (25') from the side lot lines. Setback lines will vary with each Phase. No Dwelling or other residential building shall be erected on any Lot on the corner of any Street nearer than fifty feet (50') from the Lot line adjoining or abutting any street. No Dwelling or other residential building shall be erected on Lots 194 – 199 nearer than one hundred feet (100') from the lot line adjoining the Bell Tower Parkway and twenty five feet (25') from the rear lot line and twenty five feet (25') from the side lot lines. Notwithstanding anything contained herein to the contrary, the Architectural Review Committee, in its sole discretion, shall have the right, but not the obligation, to modify the setback requirements for a Lot if it determines same is necessary for the proper development of the Lot and the benefit of the Lot and Fox Bend at Wildwood Subdivision.

Section 14.15. Preservation of Existing Trees and Natural Habitat Within and Outside Setback Areas. It is recommended that a portion of each lot in the setback area illustrated on diagram attached as Exhibit "C" to these covenants shall remain unaltered and natural. Existing trees of twelve inches (12") in diameter and larger at four feet (4') above the ground located outside the setback area shall not be cut or removed without written approval from the Declarant and/or Architectural Review Committee for "good cause shown" which shall include but not be limited to installing a lawn or removing a dead, diseased or damaged tree. Provided however, all trees located within eight feet (8') of a proposed dwelling or within the limits of a proposed driveway may be removed for construction purposes.

No tree shall be painted or white washed.

All Lots are required to have a minimum of five native hardwood trees as per list by the Architectural Review Guidelines by either existing trees or planting additional trees at a minimum of 2 inch caliber.

Except for trees with disease or damage, no trees may be cut or removed from any areas designated as Wetlands on Plat dated April 25, 2006 and filed of record on Slide B42 and B43 in the Office of the Chancery Clerk of Pearl River County, Mississippi. Further, fences shall not be allowed on, over, across or around any areas designated as Wetlands on the aforesaid plat.

Section 14.16. Mail Receptacle. No mail box or other mail receptacle, other than the mail receptacle designated by the United States Postal Service shall be placed on any Lot. Street addresses shall be placed at all residences located within WildWood Subdivision sufficient in size and at a location as determined by the Pearl River County E911 Addressing System (see Section 14.20), so as to be readily seen from the nearest public street.

Section 14.17. Sanitary Containers. All garbage, trash or other waste shall be kept in sanitary containers. All equipment used for the storage and disposal of such material shall likewise be kept in a clear and sanitary condition.

Section 14.18. Dumping of Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 14.19. Construction Debris. All contractors must keep all lots free from trash and debris. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant.

Concrete trucks shall not be washed out in roadside ditches, in Common Areas or on lots not owned by the Lot owner who is constructing improvements on his lot. Each Lot owner shall have absolute responsibility to assure that any concrete trucks are washed out on the owner's lot and that such wash material is retained on such lot.

Section 14.20 E911 Address Posting. Each dwelling shall display the address assigned to the front of the dwelling that faces the street. Numerals indicating the official house number shall be posted in a manner legible and distinguishable from the street with not less that three (3") inches in height. Placement is subject to the approval of the Architectural Review Committee.

If the structure is not visible from the street on which it is located, if no mailbox is beside the driveway leading to the dwelling, then a numbered sign shall be placed beside the beginning of the driveway adjacent to the street.

ARTICLE XV.
ENFORCEMENT OF DECLARATION

Section 15.01. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or

remove such structure or other improvement at the cost and expenses of the Owners of the Lot where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owners within thirty (30) days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceedings, and the Association shall be entitled to recover and receive any other amounts specified in Section 7.03. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

Section 15.02. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of an Owner under this Declaration or otherwise specified in this Declaration, including Section 7.03, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each Owner by acceptance of a deed or other document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

ARTICLE XVI.
GENERAL PROVISIONS

Section 16.01. Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, until January 1, 2040. After such date this Declaration shall be automatically extended for successive periods of ten years unless a Supplement signed by a majority of the Owners has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

Section 16.02. Amendments. Notwithstanding Section 13.01 this Declaration may be amended, modified and/or changed either, (i) by the Declarant properly filing for record a Supplement prior to December 31, 2012 or, (ii) by a Supplement properly filed for record and executed by the Owners of at least ninety percent (90%) of the Lots as amended, modified and/or changed prior to January 1, 2040, and thereafter by the Owners of at least seventy-five percent (75%) of the Lots.

Section 16.03. Interpretation. The provision of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 16.04. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 16.05. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 16.06. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is mailed.

Section 16.07. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant with or without notice to the Association.

Section 16.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed or assignment purporting to such transfer shall contain a provision incorporating the provisions of this Declaration by reference.

Section 16.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public agency of authority or by any utility or shall be interpreted as imposing upon any public agency or authority or any utility any responsibility or liability for the maintenance or operation of any portion of the Common Areas.

Section 16.10. Consents of Eligible Mortgage Holders. The Owners, or the Board of Directors, or the Association, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of fifty-one percent (51%) of the outstanding first mortgages who have requested notice from the Association of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders:

(a)Abandon, partition, subdivide, encumber, sell, assign or transfer any of the Common Areas or Common Facilities, but the realignment of boundaries, the granting of rights-of-way, easements and similar rights or interests for utilities or for other purposes consistent with the use of the Common Areas by the Members of the Association shall not be considered to be such an encumbrance, sale, assignment or transfer.

(b)Abandon or terminate this Declaration.

(c)Modify or amend any material or substantive provision of this Declaration or the By-Laws pertaining to the rights of the holders of First Mortgages.

(d)Substantially modify the method of determining and collecting Assessments as provided in this Declaration.

Section 16.11. Notice to and Rights of Eligible Mortgage Holders. The Association shall promptly notify any Eligible Mortgage Holder on any Lot for which any Assessment remains delinquent for at least sixty (60) days, and the Association shall promptly notify the holder of the First Mortgage on any Lot for which there is default by the Owner with respect to performance of any other obligation or duty under this Declaration which remains uncured for at least sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity of priority of any First Mortgage on any Lot, and the protection provided in this Declaration to any Eligible Mortgage Holder on any Lot shall not be altered, modified or diminished by reason of such failure, nor shall any such failure affect the validity of the lien of any Assessment or affect any of the priorities for liens as specified in Article V.

No suit or other proceeding may be brought to foreclose the lien for any Assessment levied pursuant to this Declaration, except after ten (10) days written notice to any Eligible Mortgage Holder holding a first mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

Any holder of a First Mortgage of any Lot may pay any taxes, rents, utility charges or other charges levied against the Common Area which are in default and which may or have become a charge or lien against any of the Common Area and may pay any overdue premiums on any hazard or liability insurance policy, or secure new hazard or liability insurance coverage on the lapse of any policy, relating to the Common Area. Any holder of a First Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 16.12. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the make shall include all genders and singular shall include the plural.

Section 16.13. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

ARTICLE XVII.
DECLARANT'S RIGHTS AND RESERVATIONS

Section 17.01. Declarant's Rights and Reservations. No provision in the Charter, the By-Laws or this Declaration shall limit, and no Owner or the

Association shall interfere with, the right of Declarant to, (i) subdivide or re-subdivide any portions of the Property, (ii) complete or alter improvements or refurbishments to and on the Common Areas and Common Facilities or any portion of the Property owned or leased under the Lease by Declarant, (iii) alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the Lots by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance.

Witness the signature of Stuart Company, a Mississippi Corporation upon this the 16th day of September, A.D., 2011

Stuart Company,
A Mississippi Corporation

BY: E. C. Stuart, Jr.
E. C. STUART, JR.,
PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 16th day of September, 2011, within my jurisdiction, the within named E. C. Stuart, Jr., who acknowledged that he is President of Stuart Company, a Mississippi Corporation, and that for and on behalf of said corporation and as its act and deed he signed, executed and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation to do so.

GIVEN under my hand and official seal of office, upon this, the 16th day of September, A.D., 2011.

Katherine Lynn Stuart
Notary Public

My commission expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 63000 KATHERINE LYNN STUART Commission Expires May 22, 2013 PEARL RIVER COUNTY

Exhibit "A"

Fox Bend at Wildwood Subdivision

Legal Description

DESCRIPTION: FOX BEND AT WILDWOOD SUBDIVISION

Commence at a found aluminum cap and 2 inch iron pipe marking the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 5 South, Range 16 West, Pearl River County, Mississippi; Thence North 00 Degrees 04 Minutes 13 Seconds East along the West boundary of the Southwest 1/4 of the Southeast 1/4 of Section 6, a distance of 1,167.65 feet to a point; Thence East, a distance of 718.69 feet to a point for the true POINT OF BEGINNING; Thence North 89 Degrees 26 Minutes 58 Seconds East, a distance of 110.08 feet to a point; Thence North 80 Degrees 44 Minutes 07 Seconds East, a distance of 103.36 feet to a point; Thence North 51 Degrees 10 Minutes 01 Seconds East, a distance of 159.86 feet to a point; Thence North 13 Degrees 27 Minutes 29 Seconds East, a distance of 160.76 feet to a point; Thence North 35 Degrees 55 Minutes 46 Seconds West, a distance of 127.09 feet to a point; Thence North 12 Degrees 06 Minutes 12 Seconds West, a distance of 98.08 feet to a point; Thence North 03 Degrees 08 Minutes 03 Seconds East, a distance of 46.29 feet to a point; Thence South 77 Degrees 34 Minutes 39 Seconds East, a distance of 212.07 feet to a point; Thence South 78 Degrees 51 Minutes 22 Seconds East, a distance of 438.71 feet to a point; Thence North 44 Degrees 06 Minutes 06 Seconds East, a distance of 475.49 feet to a point; Thence North 49 Degrees 23 Minutes 40 Seconds East, a distance of 264.54 feet to a point; Thence South 88 Degrees 43 Minutes 40 Seconds East, a distance of 52.38 feet to a point; Thence North 35 Degrees 26 Minutes 15 Seconds West, a distance of 354.15 feet to a point; Thence North 65 Degrees 34 Minutes 28 Seconds West, a distance of 333.75 feet to a point on the East right-of-way of Sweet Birch; Thence in a Northerly direction along the East right-of-way of said Sweet Birch with a curve turning to the left with a radius of 530.00 feet, having a chord bearing of North 01 Degrees 36 Minutes 02 Seconds East, and a chord distance of 244.25 feet, and an arc length of 246.47 feet to a point; Thence North 11 Degrees 43 Minutes 18 Seconds West along the East right-of-way of said Sweet Birch, a distance of 194.03 feet to a point; Thence in a Northeasterly direction along the East right-of-way of said Sweet Birch with a curve turning to the right with a radius of 20.00 feet, having a chord bearing of North 35 Degrees 44 Minutes 45 Seconds East, and a chord distance of 29.48 feet, and an arc length of 33.14 feet to a point; Thence in a Westerly direction along the South right-of-way of Bell Tower Parkway with a curve turning to the left with a radius of 950.00 feet, having a chord bearing of South 73 Degrees 27 Minutes 47 Seconds West, and a chord distance of 321.77 feet, and an arc length of 323.33 feet to a point; Thence South 63 Degrees 42 Minutes 47 Seconds West along the South right-of-way of said Bell Tower Parkway, a distance of 942.49 feet to a point; Thence in a Westerly direction along the South right-of-way of said Bell Tower Parkway with a curve turning to the right with a radius of 1,050.00 feet, having a chord bearing of South 76 Degrees 24 Minutes 55 Seconds West, and a chord distance of 461.76 feet, and an arc length of 465.56 feet to a point; Thence South 27 Degrees 06 Minutes 44 Seconds West, a distance of 111.89 feet to a point; Thence South 88 Degrees 40 Minutes 48 Seconds East, a distance of 16.66 feet to a point; Thence South 27 Degrees 06 Minutes 44 Seconds West, a distance of 26.60 feet to a point; Thence South 44 Degrees 37 Minutes 46 Seconds East, a distance of 155.39 feet to a point;

Thence South 81 Degrees 52 Minutes 32 Seconds West, a distance of 165.00 feet to a point;
Thence South 38 Degrees 45 Minutes 58 Seconds West, a distance of 234.18 feet to a point;
Thence South 47 Degrees 22 Minutes 37 Seconds East, a distance of 165.60 feet to a point;
Thence South 40 Degrees 08 Minutes 51 Seconds East, a distance of 158.04 feet to a point;
Thence South 49 Degrees 57 Minutes 53 Seconds East, a distance of 62.41 feet to a point;
Thence South 30 Degrees 49 Minutes 57 Seconds East, a distance of 115.56 feet to a point;
Thence South 24 Degrees 43 Minutes 59 Seconds East, a distance of 60.66 feet to a point;
Thence South 14 Degrees 37 Minutes 52 Seconds East, a distance of 68.79 feet to a point;
Thence South 77 Degrees 13 Minutes 19 Seconds East, a distance of 173.40 feet to a point;
Thence South 52 Degrees 25 Minutes 59 Seconds East, a distance of 171.02 feet to a point;
Thence South 62 Degrees 09 Minutes 00 Seconds East, a distance of 129.04 feet to a point;
Thence South 68 Degrees 12 Minutes 46 Seconds East, a distance of 84.92 feet to the POINT OF BEGINNING. The property contains 51.50 acres, more or less, and is a part of the Northeast 1/4 of the Southwest 1/4, Northwest 1/4 of the Southeast 1/4, Southwest 1/4 of the Northeast 1/4, Southwest 1/4 of the Southeast 1/4, Southeast 1/4 of the Northeast 1/4, and in the Northeast 1/4 of the Southeast 1/4 of said Section 6.

Exhibit "B"
Fox Bend at Wildwood Subdivision
Driveway Culvert Size Chart

Lot #	Culvert Size
182	15"
183	15"
184	15"
185	18"
186	18"
187	15"
188	15"
189	15"
190	18"
191	18"
192	15"
193	15"
194	18"
195	15"
196	15"
197	15"
198	15"
199	15"

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER



Chancery Clerk's Office
Pearl River County, Mississippi
I certify the instrument
was filed and recorded
MAY 30 2007 08:24:54AM
Book 0933 Page 386 Thru 391
Instrument 200709280 Page 1 of 6
Witness my hand and seal
David Earl Johnson

WOOD OAKS SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Wood Oaks, LLC, a Mississippi Limited Liability Company, the owner of the property shown on the Plat of Wood Oaks Subdivision, as recorded in Slide B-59 on file in the Office of the Chancery Clerk of Pearl River County, does by this instrument impress each of the specifically numbered lots designated on said Plat, as distinguished from such land within the limits of said Plat which is not specifically platted and numbered as lots, with the following covenants, conditions, and restrictions for the purposes of carrying out a general plan of development and maintenance of the said premises:

1. Purpose: Generally stated and by way of illustration and not by limitation, the purpose of these covenants, conditions, and restrictions is to establish guidelines to insure continuity of purpose, allow for change of existing improvements and the addition of new improvements within Wood Oaks Subdivision, hereinafter referred to as Wood Oaks, while at the same time establishing a means to protect and preserve the natural beauty and aesthetic appearance of all property in this development.

2. Land Uses:

a.) All lots shall be used solely for private single family residential purposes.

b.) Only one (1) detached single family dwelling, hereinafter called "dwelling" and such accessory, as may be compatible therewith, shall be constructed on each lot. No dwelling or accessory structure, erected or to be erected, shall be used directly or indirectly for trade or business.

3. Re-Subdivision:

a.) No lot shall be divided into smaller parcels except to provide a larger building site.

b.) No residence may be built or placed on less than one (1) lot.

Billy W. Walley
P.O. Box 639
Picayune, MS. 39466

4. Architectural Control Committee:

a.) The owner and developer shall appoint the initial Architectural Control Committee which shall have five (5) members. The initial Committee shall be appointed with two (2) members to serve a three (3) year term; two (2) members to serve a two (2) year term; and, one (1) member to serve a one (1) year term. Each appointee shall serve until replace by a person elected by the lot owners of record. The first election of members to the Architectural Control Committee shall be held one (1) year from the date of the sale of the first lot, whichever occurs first. A person to be elected to the Architectural Control Committee, must be a lot owner of record. The ownership of each lot shall have one (1) vote but there shall be only one (1) vote per lot. This committee shall have the responsibility to enforce these covenants and to take action against anyone who is in violation of any covenants.

b.) The Architectural Control Committee shall monitor all construction not wholly contained within a structure previously approved within Wood Oaks to see that these Covenants, Conditions, and Restrictions are complied with; however, the Committee is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof or any component of any house or other improvement and it actions are not intended for private use.

c.) Permit Required: No building or improvement of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Control Committee and a Permit issued evidencing conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation.

d.) Meeting as Required: The Architectural Control Committee shall meet as necessary, after three (3) days notice to all committee members, and any three (3) committee members shall constitute a quorum with three (3) affirmative votes necessary to approve any request or issue any permit. A permanent record of all Architectural Control Committee meetings shall be maintained and shall be available to any lot owner for inspection on reasonable notice.

5. Construction of Improvements:

a.) Size of Dwelling: Each dwelling shall be constructed with at least one thousand five hundred (1,500) square feet of heated and cooled living area under roof, excluding carport, attached garage and enclosed porches.

b.) Temporary Structures Prohibited: No structure of a temporary character, (including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other out building), shall be used on any lot, at any time as either a temporary or permanent residence. The use, parking or storage of a house trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited.

c.) Continuous Construction: Once construction of a dwelling is started, the construction must be completed within eight (8) months from the date of the laying of the foundation. No accessory building shall be constructed or used unless the dwelling on the lot is completed or under construction.

d.) Certain Material Prohibited: No corrugated metal roofing or material of sheet aluminum, sheet iron or other materials, commonly referred to as "tin" shall be permitted to be used in the construction of any building, dwelling, or outbuilding. Likewise no materials shall be used for any purpose which shall violate any local, state or federal environmental laws, rules or regulations.

e.) Storage of Building Materials: Supplies and building materials shall not be stored or piled in the open on a lot for a period exceeding three (3) weeks prior to use. The haphazard piling or storing of material is expressly prohibited.

f.) Setback Lines: The location of a building on a lot shall not violate the front, interior or rear set back lines, as determined by the Architectural Control Committee. The Architectural Control Committee shall have the authority to alter or amend these lines, from time to time, for good cause upon request of a property owner provided such amendments conform to the external design with existing structures in the development and the topography and finished ground elevation.

6. Trees: No trees may be cut or removed without the prior written approval of the Architectural Control Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or white washed.

7. Fences: No fence shall be located closer to the street than the projection of a line running along the rear wall of the dwelling house (exclusive of porches and garages); provided however, the construction of fences for any purpose must first be approved in writing by the Architectural Control Committee.

8. Driveways and Culverts: N driveway or culvert shall be installed until size and grade requirements are specified by the Architectural Control Committee. Brick or cement caps shall be installed on the ends of all culverts. All driveways from the street to the residence shall be hard surface with concrete.

9. Antennas: No television antennae, satellite dish, radio receiver or similar device shall be attached to or installed on any portion of the property, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception or other signals within the Property; provided however, the Developer and the Association shall not be prohibited from installing equipment necessary for master antennae, security cable television, mobile radio, or other similar systems within the property and should cable television service be unavailable , and adequate television reception to be otherwise available, then an owner may make written application to the Architectural Control Committee for permission to install a television antennae.

10. Exterior Lights: The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Control Committee. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structure or grounds of any lot shall be located, directed or of any such intensity to affect adversely the nighttime environment of any adjoining property.

11. Septic Tanks Prohibited: No septic tanks shall be permitted on any lot and no plans or specifications shall be approved by the Architectural Control Committee unless such plans and specifications provide that the lot will be served by the city water and city sewer

systems serving the property. All dwellings shall be connected to the central sewerage system located on said property.

12. Dumping: All garbage, trash or other waste of any kind shall be kept in sanitary containers. All equipment use for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Rubbish: No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building materials, scrap equipment, old washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding and old tires.

14. Animals: No animal, livestock or poultry shall be bred, kept or raised on any lot except that dogs, cats or other household pets may be kept provided that they are not bred or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. All animals which are permitted under this clause, shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to the neighbors. All matters pertaining to household pets in Wood Oaks, including but not limited to disputes pertaining to the nature and number of pets allowed, will be reviewed and shall be determined by the Property Owners Association whose decision in the matter shall be final and binding on all concerned.

15. Maintenance and Upkeep of Lots: Property owners shall maintain their lots by periodic mowing of the grass and pruning of shrubs to maintain a neat and pleasing appearance within Wood Oaks. Developer, Property Owners Association and the Architectural Control Committee, each, reserves and shall have the right to cut the grass for which the lot owner shall pay the Property Owners Association not less than $100.00 for each cutting of their lot up to twelve (12) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Architectural Control Committee and agree that any unpaid charges, together with all attorney fees and reasonable cost of collection, will constitute a lien against their lot until paid.

16. Firearms: The discharge of firearms within Wood Oaks is expressly prohibited.

17. Signs: No sign of any kind shall be displayed to the public view on any lot except one (1) professionally made sign of not more than one (1) square foot advertising the property for sale or signs used by a building to advertise the property during the construction or sale period.

18. Easements: Easements shall be retained for access, utilities and drainage purposes all as set forth on the official plat of said subdivision. No structure, plants, trees or other objects, which may change, alter or impede these easements shall be placed or permitted within any areas designated for such easements.

19. Further Siting Authority: To prevent excessive "run-off" or drainage from any lots, the Architectural Control Committee reserves the right to establish a maximum percentage of property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage, the Architectural Control Committee shall consider

topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this or any other right reserved hereby the Declarant or the Architectural Control Committee shall be construed however, to be an obligation of either the Developer or the Association to take any action.

20. Individual Service Area Appearances: Each property owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly object must be place or stored in order to conceal them from the road and adjacent properties.

21. Above Ground Utilities Prohibited: Except for garden hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any lot above the surface of the ground.

22. Replacement of Damaged Property: In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair, replace or completely remove the damaged or destroyed dwelling or structure within 9 months from the date of occurrence.

23. Mailboxes: Quality and placement of all mailboxes must be approved in advance by the Architectural Control Committee.

24. Enforcement: These covenants shall be enforced by the Architectural Control Committee or may be enforced by any lot owner as provided by law. The lot owner against whom enforcement action becomes necessary agrees to pay the reasonable costs of enforcement including but not limited to attorneys fees and court costs.

25. Property Owners Association:

a.) Purpose: The Wood Oaks Planned Unit Development Property Owners Association, Inc., shall hold title to the common space located within Wood Oaks, and shall be responsible for the care, operation, and maintenance of all common property. The Property Owners Association shall have the authority to impose such assessments upon the property owners as may be necessary to pay the costs of such care, operations, and maintenance of common property.

b. Membership: By acceptance of the deed to the property located within Wood Oaks, the lot owner becomes a member of the Property Owners Association.

c. Annual Meeting: The first annual meeting of the Property Owners Association shall be held at 10:00 o'clock a.m. July 1, 2008. Future annual meeting date, time and locations shall be determined at that time.

d. Special Meetings: A majority of the lot owners may call a Special Meeting of the Property Owners Association at any time by filing with the Secretary of the Association a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the Special Meeting must be sent to all lot owners of record by certified mail, return receipt requested, at least 15 days prior to the

date of a meeting. For purposes of carrying business of the Property Owners Association, the owner or owners of each lot shall have one (1) vote per lot. Two-Thirds (2/3) present of all lot owners shall constitute a quorum. A two-thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the Association.

e. Employees: No member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

f. Fees and Assessments: The owner of each lot shall be responsible for the payment of an annual assessment by the property owners maintenance cost incurred with regard to said development for the maintenance of common areas and signs and for the maintenance of any other projects, including, but not limited to sewer grinder pumps, deemed beneficial by the property owners association. The annual assessment shall not exceed $100.00 per year per lot through calendar year ending December 31, 2007 and thereafter shall be set by Property Owners Association. All said lot owners agree to pay said maintenance charges within thirty (30) days of receipt of statement rendered by the Architectural Control Committee and agree that any unpaid charges, together with attorney fees, and reasonable collection costs will constitute a lien against their lot until paid. Developer shall be responsible for paying annual assessments for any lots that remain unsold after December 31, 2008.

26. Duration: These covenants shall remain in full force and effect for twenty five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10 years thereafter unless, prior to any renewal date an instrument signed by not less that 2/3 of the lot owners is filed for record in the Office of Chancery Clerk of Pearl River County, Mississippi. Altering, amending or terminating these covenants, conditions and restrictions.

27. Invalidation: Invalidation of any covenant by judgment or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.

WITNESS the signature of Wood Oaks, LLC, by its duly authorized officer, upon this, the 28the day of May, A.D., 2007.

Wood Oaks, LLC.
A Mississippi Limited Liability Company

BY: _____
Vincent Depaolo, Managing Member

BY: _____
William Germano, Managing Member

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within names, Vincent Depaolo and William Germano, respectively, of Wood Oaks, LLC, A Mississippi Limited Liability Company, who acknowledged to me that they signed, executed and delivered for and on behalf of said corporation the foregoing Wood Oaks Subdivision Declaration of Covenants, Conditions and Restrictions on the day, in the year, and for the purposes therein contained, they having first been duly authorized so to do.

GIVEN under my hand and official seal of office, the 28th day of May, A.D., 2007.

Notary Public

My Commission Expires:

WENDY L. TISE
Notary Public, State of Texas
My Comm. Expires Feb. 26, 2008

392

Chancery Clerk's Office
Pearl River County, Mississippi
I certify the instrument
was filed and recorded
JANUARY 26 2011 11:20:00AM
Book 1027 Page 207 Thru 210
Instrument 201100936 Page 1 of 4
Witness my hand and seal
David Earl Johnson

INDEXING INSTRUCTIONS: FOX RUN AT WILDWOOD SUBDIVISION, LOTS 1 - 70

PREPARED BY:
STUART COMPANY
P.O. BOX 550
PICAYUNE, MS 39466
(601) 799-1191

RETURN TO:
STUART COMPANY
P.O. BOX 550
PICAYUNE, MS 39466
(601) 799-1191

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

FIRST AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR FOX RUN AT WILDWOOD SUBDIVISION

LEGAL DESCRIPTION: LOTS 1-70, FOX RUN AT WILDWOOD SUBDIVISION, PEARL RIVER COUNTY, MISSISSIPPI.

The undersigned, Stuart Company, Developer of WildWood Subdivision, files this, the First Amendment to the Protective Covenants, Conditions & Restrictions for all phases of WildWood Subdivision, pursuant to Section 16.02 of the Protective Covenants, Conditions & Restrictions dated January 12, 2006, and found of record in Book 894, Pages 511 - 543 of the Land Deed Records in the Office of the Chancery Clerk of Pearl River County, Mississippi, and amends the aforesaid Protective Covenants, Conditions & Restrictions as follows, to-wit:

(1.) There shall be one (1) Board of Directors and one (1) Architectural Review Committee for all phases in WildWood Subdivision. If there is a conflict between the By-Laws and the covenants, the covenants shall control.

(2.) All members of the WildWood Property Owners' Association, Inc. shall have one (1) vote for each lot owned by said member.

(3.) Declarant, Stuart Company, shall be exempt from paying any assessments.

(4.) Quorum for Regular Meetings - 10% of all lots owned shall be represented to constitute a quorum at all meetings.

(5.) Quorum for Special Meetings - 20 % of all lots owned shall be represented to constitute a quorum at all meetings.

(6.) Voting at Regular Meetings - more than 50% of all lots owned present or voting by proxy shall be necessary to pass any issue at regular meetings.

(7.) Voting at Special Meetings - more than 50% of all lots owned present or voting by proxy shall be necessary to pass any issue at special meetings.

(8.) Before any vote is counted, whether by proxy or in person, all assessments must be paid in full, current and the lot owner must be in good standing.

(9.) The Board of Directors shall be elected by the lot owners by a vote of more than 50% of those lot owners present or voting by proxy. The Board of Directors shall consist of five members, each to serve for a three year term. At the conclusion of the election for the Board of Directors, the board shall elect the officers which shall be a President, Vice-President, Secretary and Treasurer.

(10.) The Board of Directors shall have the authority to determine the amount of the annual assessments without any action of the lot owners provided the assessments are not increased by more than 10%. If the assessments are sought to be increased by more than 10%, a meeting shall be held at which time more than 50% of the lot owners present or voting by proxy must approve this increase before it takes effect.

(11.) At least two (2) board members shall sign all checks written for the Property Owners' Association.

(12.) All board members must have a surety bond in place for the faithful performance of their duties.

(13.) If a board member resigns or is otherwise unable to serve, another election will be held, requiring a majority of the lot owners present or voting by proxy to elect a new member to fill this vacancy.

(14.) Method of accounting for all accounts and reports can be done by using the "cash" method of accounting.

(15.) The Board of Directors shall reserve the right to impose fines for any and all covenant violations, currently or previously occurring. Violations will be fined according to the fine schedule adopted by the Board of Directors no later than the first quarterly meeting of 2011. Board will have ability to adjust this schedule annually and any changes will be posted at the last quarterly meeting each year. If no adjustments are necessary, the existing schedule will remain in effect indefinitely.

Upon initial covenant violation, the Board will send property owner a letter of intent to impose a fine and will be given 10 days to comply with said covenant. If property owner is not in compliance within this time frame, a fine will be imposed and must be paid within 30 days to avoid the Board from filing a lien against said property. If property owner fails to comply, fine will accumulate monthly for each violation. A letter will only be sent for the initial violation of a covenant. Subsequent violations of the same covenant will be assessed a fine with the original letter serving as intent to impose such.

(16.) Each property owner shall receive a letter of compliance from the Board of Directors/Architectural Review Committee prior to occupancy of any residence constructed. This will serve as a statement of good standing and will avoid any construction violations per the covenants. Statement of compliance can be

conditional as it is understandable that some situations will require finishing after occupancy. It is not the Boards intent to impede anyone's right to occupy their home, only to make sure they understand the requirements set forth and the time frame in which these requirements must be adhered to.

WITNESS the signature of STUART COMPANY, a Mississippi Corporation, upon this, the 25th day of January, A.D., 2011.

STUART COMPANY,
A Mississippi Corporation

BY: E. C. Stuart Jr.
E.C. STUART, JR.,
President

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named E. C. STUART, JR., who acknowledged to me that he is PRESIDENT of STUART COMPANY, a Mississippi Corporation, and as its act and deed, he signed, executed, and delivered the foregoing First Amendment to the Declaration of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 25th day of January, A.D., 2011.

Katherine Lynn Stuart
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 63000
KATHERINE LYNN STUART
Commission Expires
May 22, 2013
PEARL RIVER COUNTY