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Book 0941 Page 591 Thru 606
Instrument 200712888 Page 1 of 16
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David Earl Johnson

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

CHANCERY CLERK PEARL RIVER COUNTY, MISS.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR JARDIN DEVELOPMENT, LLC

THIS DECLARATION, made this the 30th day of July, 2007, by **JARDIN DEVELOPMENT, LLC**, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property located in Pearl River County, Mississippi being more particularly described as follows to wit:

(SEE EXHIBIT "A")

NOW THEREFORE, Developer hereby declares that all of the Property described above together with such additional Property as may, by amendment, to this Declaration, be brought under the control of the Association, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of said Property and which shall run with the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof and upon all persons deraigning title through the Developer and his respective heirs, successors and assigns and shall inure to the benefit of each Owner thereof. All prior easements, restrictions, covenants, conditions and amendments thereto are hereby repealed and are null and void.

ARTICLE ONE

DEFINITIONS

For the purpose of this Declaration, the following explanations and definitions of words, terms and phrases shall govern:

1.1 DEVELOPER

Shall mean and refer to JARDIN DEVELOPMENT, LLC, its successors and assigns.

1.2 OWNER

Shall mean one or more persons or entities, who alone, collectively or cooperatively own a Home(s) within the Subdivision, but excluding any person or entity who holds such interest merely as security for the performance of an obligation, including a mortgagee, unless and until such person or entity has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.3 MEMBER

Shall mean and refer to all those Owners who are Members of the Association as provided for in Article Six (6).

1.4 ASSOCIATION

Shall mean and refer to **BEAU JARDIN PROPERTY OWNERS ASSOCIATION, INC**, a Mississippi non-profit corporation, its successors and assigns.

1.5 BOARD

Shall mean the Board of Directors of the Association.

1.6 SUBDIVISION

Shall mean and refer to **BEAU JARDIN SUBDIVISION**, situated in the City of Picayune, Pearl River County, Mississippi according to the Plat and future Phases if and when Plats thereof are recorded in the public records of the aforesaid County and State and brought under the jurisdiction of the Association.

1.7 PLAT

Shall mean the recorded plat for **BEAU JARDIN SUBDIVSION**, as recorded in the office of the Chancery Clerk of Pearl River County, Mississippi and any amendments thereto.

1.8 PROPERTY

That certain real property as hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.9 LOT

Shall mean and refer to each of the platted Lots as shown on the Plat as recorded in the office of the Chancery Clerk of Pearl River County, Mississippi and any such Lots shown on Plats of future phases, if and when they are brought under the jurisdiction of the Association. In the event a portion of a Lot is added to another Lot due to building encroachments, setback violations or for other reasons, such combination of Lots and the remainder of a Lot shall also each constitute a "Lot" under this definition.

1.10 IMPROVEMENTS

All structures and appurtenances thereto of every type and kind and as permitted by this Declaration, including but not limited to: any buildings, outbuildings, garages, irrigation and drainage devices or systems, landscaping, plantings, windbreaks, trees, shrubs, fences, screening walls, retaining walls, sidewalks, driveways, decks, works within the Common Areas, light standards, recreational facilities (if any), streets and parking areas.

1.11 HOME OR HOME SITE

Shall refer to all Improvements built by Developer on the Lots for the specific use as a place of residence or dwelling.

1.12 OUTBUILDINGS

Permanent Owner built structures on the Lot as limited by Section 5.3.

1.13 ASSOCIATION PROPERTY/COMMON AREA

Shall mean and refer to any real property, easements and any other interests in real property, including any Common Elements, (as defined below) thereon within the Subdivision, either; (i) owned or leased by the Association for the common use and enjoyment of its Members and/or (ii) property designated by Developer for eventual turnover to the Association.

1.14 COMMON ELEMENTS

Shall include all Improvements to the Common Area which initially may consist of Developer constructed fences, including gates, street lights, irrigation systems, lighting, signs, playground equipment and any other Developer built Improvement(s). Said Common Elements, if constructed by the Developer, are built at his sole discretion. The aforesaid list being non-exclusive and for illustrative purposes only and not a requirement that Developer construct any Improvements to the Common Area.

1.15 FUTURE DEVELOPMENT PHASES

Shall mean and refer to any possible future phases which are currently contemplated and may be brought within the jurisdiction of the Association upon recordation of the plat or plats therefore and the recording of an amendment to this Declaration specifically setting forth the intent of the Developer to bring such additional properties under the jurisdiction of the Association.

1.16 CONSTRUCTION AND SALE PERIOD

Shall mean that period of time during which the Developer is developing and selling the Property, which time period shall extend from the date hereof until such time as the Developer transfers title to all of the Property subject to this Declaration.

ARTICLE TWO

COMMON AREA

2.1 All of those areas so dedicated on the Plat, as well as all other areas other than Home Sites/Lots are herby declared to be Association Common Area. In other words, any and all portions of the subdivision which are not Home Sites/lots intended for conveyance to Owners are herby declared to be Association Common Area.

2.2 The Association Common Area also includes any private roads and streets, drainage and water and sewer systems which are located within the Subdivision whether now existing or constructed at any time in the future until such time as the aforesaid has been conveyed to the City of Picayune if applicable.

ARTICLE THREE

DUTY TO REBUILD OR REPAIR, CONSTRUCTION MAINTENANCE AND INSURANCE COVERAGE

3.1 Unless there is either total or partial destruction of a Home or unless specifically stated elsewhere in this Declaration, no Dwelling, building, fence, wall or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made to any Property by any Owner at any time. If an Owner fails to strictly adhere to this restriction, the Association and/or the Board shall have the right to require the removal of the unapproved structure(s) and the Owner shall be assessed a Special Assessment for violating this provision. If said Assessment is not paid by the Owner, it shall become a lien on the Property of the Owner in accordance with the terms and provisions of this

Declaration. The owner shall be responsible for paying any and all costs and attorney's fees incurred by the Association in the enforcement of its rights.

3.2 Each Owner shall at his expense obtain casualty insurance in an amount equal to the maximum insurable replacement value (excluding foundation and excavation costs) for his/her/their/its Home, such coverage to afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as each Owner's Home in the Subdivision, including but not limited to, vandalism and malicious mischief.

3.3 In the event of damage to or destruction of the Home from fire, windstorm, water or any other cause whatsoever, the Owner shall, within a reasonable time, cause said Home to be repaired or rebuilt so as to place said Home in substantially the same condition as existed before the event causing such damage or destruction. Failure to do so shall constitute a breach of these Covenants. All insurance proceeds for loss or damage to any Home upon any Lot shall be used to assure the repair or rebuilding of any such Home.

3.4 The Association created hereunder shall have a lien on all such insurance proceeds, regardless of whether it is named in any insurance policy, to enforce the intent of the foregoing provision with such lien being subordinate to the right of any mortgagee.

3.5 The Association shall be responsible for the maintenance and repair of the Association Common Area and the expense thereof shall be a common expense of the Association collected as part of its assessments in accordance with Article Four (4) hereof. Provided, however, that if an item of such maintenance or repair is the result of an intentional or negligent act of an Owner (or members of his family, guest, invitee, agent, licensee or tenant), then the cost of such item shall be the responsibility of the Owner and upon the failure of any Owner to pay such cost, the Association may file a lien as provided in Article Four (4).

3.6 The Association has the duty to maintain any private roads, streets, drainage, water and sewer systems within the Subdivision in good repair at all times so that they will serve the purpose for which they have been constructed, until such time as the aforesaid is turned over to the City of Picayune, if applicable.

3.7 The Association and the City of Picayune or the County of Pearl River (if applicable) is granted authority to make limited entry upon any Lot, to the extent reasonably necessary, for the specific and limited purpose of performing the repair and maintenance of Common Areas described herein.

3.8 City, County, State and Federal law enforcement officers, health and pollution control personnel, emergency medical service personnel and fire personnel, while in pursuit of their duties, are hereby granted the authority to enter upon any and all portions of the Common Area as may be necessary to perform their duties and they are further granted authority to enforce cleared emergency vehicle access in the performance of those duties.

ARTICLE FOUR

COVENANT FOR SUBDIVISION MAINTENANCE ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each Owner of any Home located within the Subdivision by acceptance of any Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments and (2) Special Assessments for capital improvements, such Annual and Special Assessments to be established and collected as hereinafter provided (any Annual Assessment due under this Article Four (4) shall be referred hereinafter as the "Annual Assessment" and any Special Assessment due under this Article Four (4) shall be referred hereinafter as the "Special Assessment"), (Annual Assessments and Special

Assessments under this Article Four (4) are sometimes referred to collectively as "Assessments"). The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the Home/Lot and shall be a continuing lien upon the Home/Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Home/Lot at the time when such Assessment became due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them but shall continue as a lien on the Home/Lot until satisfied.

4.2 PURPOSE OF ASSESSMENTS

The Annual and Special Assessments levied by the Association under this Article Four (4) shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, their invitees or licensees and for the improvement and maintenance of any Common Areas and any Improvements situated thereon, which may included but not be limited to maintaining landscape, irrigating entranceways and medians and maintaining and lighting entranceways, including signs and fences. The Association shall have the obligation to maintain any Common Areas and all Improvements thereon and shall maintain any Common Elements and shall maintain adequate liability insurance and fidelity bond coverage in such amounts as may be determined by the Board from time to time.

4.3 ANNUAL ASSESSMENTS

Until January 1, 2008, the maximum Annual Assessments under this Article Four (4) shall be One Hundred ($100.00) Dollars per Home Site/Lot per year, payable in advance on January 1st of each year but prorated for the remainder of the months of the year.

(a) From and after January 1st, 2008, the Board may increase the maximum Annual Assessment under this Article Four (4) each year by an amount not more than twenty-five percent (25%) above the potential maximum Assessment for the previous year without a majority vote of the Members.

(b) From and after January 1st, 2009, the maximum Annual Assessment may be increased by no more than thirty (30%) percent by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board may fix the Annual Assessment under this Article Four (4) at an amount not in excess of the potential maximum Assessment without a vote of the Owners.

4.4 SPECIAL ASSESSMENTS FOR SUBDIVISION CAPITAL

In addition to the Annual Assessments authorized above, the Association may levy , in any Assessment year, a Special Assessment under this Article Four (4) for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of an Improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the approval of not less than two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION FOUR

Written notice of any meeting called for the purpose of taking any action authorized under Article Four (4) shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of enough

Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the second meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 RATE OF ASSESSMENT/ASSESSMENT CALCULATION

Both Annual Assessments and Special Assessments under this Article Four (4) shall be fixed at a uniform rate for all Home Sites/Lots in the Subdivision including all Future Phases when such are brought under the jurisdiction of the Association provided, however, Developer shall not be obligated to pay any Annual Assessments for Home Sites/Lots owned by it for five (5) years after the recording of the Plat establishing such Home Sites/Lots, provided that Developer pays the portion of the common expenses incurred by the Association that exceed the amount assessed against the other Owners.

4.7 ANNUAL ASSESSMENT PERIODS AND DUE DATE

The obligation for Annual Assessments shall commence for each Owner, other than Developer, on the date the Owner acquires title to a Home Site/Lot and shall be payable in a pro rata amount according to the number of months remaining in the calendar year. The Board shall fix the amount of the Annual Assessment against each Home Site/Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to each Owner subject thereto. The due date shall be established by the Board if other than as set forth herein. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment on a specified Home Site/Lot has been paid. A properly executed certificate of the Association as to the status of Assessments on a Home Site/Lot is binding upon the Association as of the date of its issuance.

4.8 EFFECT OF NON-PAYMENT OF ASSESSMENTS - REMEDIES OF THE ASSOCIATION

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law or at a rate to be set by the Board. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for under this Article Four (4) herein by non-use of the Common Areas or by the sale or abandonment of his Home Site/Lot. The Association may suspend the voting rights of an Owner for any period during which any Assessment against his Home Site/Lot remains unpaid for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

4.9 SUBORDINATION OF THE LIEN TO THE MORTGAGES OF RECORD

Any lien of the Association for Assessments under this Article Four (4) and as provided for elsewhere in this Declaration, recorded after the date of recordation of any mortgage, shall be subordinate to the mortgage on the Home Site/Lot. When the mortgagee of a mortgage of record or other purchaser of a Home Site/Lot obtains title to the Home Site/Lot as a result of foreclosure of the mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the Assessments by the Association pertaining to the Home Site/Lot or chargeable to the former Owner of such Home Site/Lot which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such Assessment is secured by a claim of lien for Assessments that is recorded in the public records of Pearl River County, Mississippi, prior to the recording of the foreclosed mortgage (or for which a deed in lieu of foreclosure is given) and such subordinate lien shall be extinguished automatically upon the recording of the Trustee's Deed or the deed in lieu of foreclosure. Any such sale or

transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Home Site/Lot from liability for, nor the Home Site/Lot sold or transferred from the lien of any Assessments thereafter becoming due. All such Assessments, together with interest, costs and attorney's fees, shall however, continue to be the personal obligation of the person who was the Owner of the Home Site/Lot at the time the Assessment fell due. Except as hereinabove provided, the sale or transfer of an interest in any Home Site/Lot shall not affect the Assessment lien.

ARTICLE FIVE

USE AND OCCUPANCY REQUIREMENTS

5.1 No owner or other occupant shall use or occupy his Home Site/Lot or any part thereof, for any purpose other than as a private single family residence for the Owner or his tenant and their families. This shall include but not be limited to any business, commercial, trade or professional purpose either apart from or in connection with the use of the Home Site/Lot as a private residence and whether for profit or not.

5.2 The use of a Home for what would reasonably be considered a public boarding house, group home, apartment, lodging house, sanatorium, hospital, asylum or institution of any kind is expressly prohibited.

5.3 TEMPORARY AND OTHER LIKE STRUCTURES

(a) No building or structure of a temporary character, including but not limited to; sheds, shacks, barns, tents, trailers, mobile, modular or prefabricated homes nor any enclosed structure to house a trailer, boat, camper, motor home or recreational vehicle, shall be placed or maintained on any Lot in the Subdivision either temporarily or permanently, nor shall any such structure be used as a residence, either temporarily or permanently. No Home on any Lot in the Subdivision shall be occupied while in the course of construction. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Developer or its designated assignees, to maintain, from time to time during the Construction and Sale Period, upon such portion of the Property as Developer or its designated assignees in his/their sole opinion deem necessary for the development and/or construction of any Improvements and the sale of the Homes/Home Sites. The aforesaid shall include but not be limited to, storage areas, construction yards, model homes and the activities associated therewith.

(b) Each Owner shall have the right but not the obligation to construct extended porches, patios or decks on the rear of each Home, subject to ARC approval. The aforesaid shall not extend beyond the Owner's Lot or in other words, shall not extend into any Association Common Area.

5.4 LEASES

An Owner shall have the absolute right to lease his Home without prior Board approval subject to the following paragraph.

All of the provisions of this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association pertaining to the use and occupancy of a Home shall be applicable and enforceable against any person occupying a Home as a lessee or guest to the same extent as against an Owner and a covenant on the part of each Owner and each occupant to abide by same, designating the Association as the Owner's agent with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such Covenants, Conditions and Restrictions shall be deemed to be included in every lease whether oral or written and whether specifically expressed in such lease or not. A copy of all such leases shall be submitted to the POA within three (3) days of execution of said lease.

5.5 EASEMENTS

(a) The Developer and the Association may grant electric, gas, cable television, telephone, water, sewer or other utility or service easements or relocate any such existing easements, in any portion of the Subdivision provided that such easement may not prevent or unreasonably interfere with the reasonable use of the Homes for their intended purposes.

(b) Each Home Site/Lot shall be subject to easements for encroachment which now exist or hereafter exist, caused by close proximity of one Home to another, settlement or movement of any structure erected by Developer or encroachments caused by minor inaccuracies in building or rebuilding, including but not limited to, the location of any Developer built fences, landscaping, walkways, privacy walls, and roof overhangs (eaves), which encroachments shall be permitted to remain undisturbed and such easements shall continue so long as the encroachments exist.

(c) Each Home Site/Lot shall be subject to easements for encroachment for drainage from other or adjoining Home Sites/Lots in the Subdivision and from the roofs (eaves) of same as long as the provisions of Section 5.27 are complied with hereto.

(d) Exterior walls not abutting another shall be granted an easement immediately adjacent to and extending out fifteen (15) feet from said wall for maintenance and repair.

(e) The Developer, (including its agents, designees and contractors), may enter any Home Site/Lot to take any reasonable action for the purpose of completing the construction of any structure or repair, replacement or maintenance of any portion of any structure, provided such activity does not prevent or unreasonably interfere with the reasonable use of the Homes/Home Sites for the intended purpose.

(f) In reference to paragraph 5.3(b), each porch, patio or deck shall be subject to an easement for maintenance or any such Easement as provided for above.

5.6 RECREATIONAL VEHICLES/BOATS

No boats, boat trailers, motor homes, campers, house trailers, trucks, tractors or commercial vehicles of any kind or any other vehicles, machines, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger vans, (vans are limited to those that are no wider than American made family automobiles), shall be parked or stored in any driveway, on any unpaved areas or in the street or road right-of-way in front of any Home Site/Lot in the Subdivision. All vehicles belonging to Owners or tenants occupying any Home must be operable and not in storage and/or being repaired. No trailer/tractor, bus or other commercial vehicle shall be parked on any Home Site/Lot, building site or adjoining street right-of-way overnight. The Owners acknowledge that the Developer may grant or provide limited space for the above but it shall be at the sole discretion of Developer and shall be subject to rules as promulgated by the ARC/POA when and if said space is provided or granted.

5.7 PARKING

Parking will be restricted to certain areas according to the plans, specifications, plat and any amendments thereto, if any. No vehicles, including motorcycles shall be parked on any unpaved areas in the Subdivision. The Association has the right to restrict or control parking of vehicles, notwithstanding any Section or Declaration herein, it being the intent of this provision that the Subdivision be kept free of unsightly conditions.

5.8 VECHICLE REPAIRS

The utilization of any portion of any Home Site/Lot or street for performing repair work on any vehicle and the storage of unused or inoperable vehicles is expressly prohibited in the Subdivision.

5.9 SIGNS

No signs or advertising devices of any kind or nature shall be placed or kept on any Home Site/Lot, unless otherwise approved by the Board, who may approve a sign of not more than nine (9) square feet, for the sole purpose of advertising the Home for sale or for rent. The Developer or its designated assignees is/are expressly excepted from this requirement and may at its sole discretion, place any sign, of any character, for any purpose, on any Home Site/Lot that Developer owns.

5.10 ADDRESS NUMBERS.

Numbers shall be architecturally compatible with the House and shall be subject to any regulations of the City of Picayune, County 911 requirements and rules as adopted by the POA/ARC.

5.11 CLOTHESLINES (etc.)

Outdoor clotheslines or any other apparatus used as such is strictly prohibited.

5.12 FLAGPOLES.

Flagpoles are limited to no larger than three by five feet (3'X5') and must be mounted on or attached to the House.

5.13 BASKETBALL GOALS, SPORTS OR RECREATIONAL EQUIPMENT.

Basketball goals are allowed provided they are portable and can be stored when not in use and are not mounted on the House or other structure, including trees. Other sports or recreational equipment shall be subject to the same restriction.

5.14 WINDOWS

Window coverings on windows facing any street, must be lined with a white or off-white backing, unless otherwise approved by the Board. No foil or reflective material shall be used on any windows for any purposes including but not limited to; sun screens, blinds, shades or other purposes. No window mounted heating or air conditioning units are permitted in any windows or in any Improvements within the Subdivision.

5.15 LIGHTING

This restriction does not apply to Developer placed lighting (if any) which may be installed during the Construction and Sale Period. All Owner installed lighting must be approved by the Board prior to any installation of same and shall be subject to the following:

(a) Exterior Site Lighting

Exterior landscape lighting must not infringe upon or be a nuisance to adjacent neighbors. All said lighting shall utilize low voltage, direct task type fixtures and shall be placed as close to grade as possible.

(b) Security Flood Lighting

Security Flood Lighting must not infringe upon or be a nuisance to adjacent neighbors and must not infringe upon any landscape maintenance by the POA. Unless previously installed by Developer, only one security floodlight, activated by motion (no switch) is acceptable and shall be located in the front of the Home, near the garage area and directed toward the driveway or as determined by the POA/ARC

5.16 RECEIVING DEVICES, SOUND OR MECHANICAL DEVICES

No radio, television, C.B., HAM or other antenna or receiving device, including outside lines, above ground or hanging devices shall be placed, constructed, maintained or installed on any Lot, Improvement or Home without the prior written consent of the Board. However, one (1) satellite dish of not more than twenty-four (24") inches in diameter is permissible upon submission to the Board for approval prior to installation. Said dish must be installed on the rear of the Home, unless such location on the rear of the Home unreasonably interferes with the ability of the Owner to receive acceptable broadcast signals. Then, said dish may be installed as close to the rear of the Home as possible but not to exceed ten (10') feet from the rear corner of the same.

Outside music or sound producing devices and any other mechanical device shall be subject to approval by the Board. All decisions in this regard shall be final.

5.17 AIRCRAFT

Aircraft, including helicopters are expressly prohibited in the Subdivision.

5.18 NUISANCE

No noxious, illegal or offensive trade or activity shall be carried on or upon any Home Site/Lot or in any Home in the Subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to neighbors or the public.

5.19 ANIMALS

No farm animals including but not limited to livestock, insects, reptiles, rabbits or poultry shall be raised, bred or kept on any Home Site/Lot or in any Home in the Subdivision. Common household pets, including cats and dogs are expressly permitted but shall be limited to a total of three (3) pets per Home. Said pets may not be bred or kept for commercial purposes, including inside or outside kennels.

There shall be no dog houses and dogs that are chained must be done so in the rear of the Home or in the courtyard. The allowance of household pets to remain on any Lot shall be strictly subject to the provisions of any rules or regulations reasonably adopted by the Board and/or the Association. Such regulations, at a minimum, shall require that the excrement of all pets be immediately removed by the Owner of such pet through the use of a "Pooper Scooper" or other similar device, as no pet shall be allowed to leave its excrement on any other Lot, street or Common Area. Notwithstanding anything to the contrary herein, no pet shall be allowed to remain on any Home Site/Lot or within any Home, if such pet is determined by the Board and/or the Association to be a nuisance to the other Owners of the Subdivision. The Board, in conjunction with the Association, shall have the sole and exclusive right to make such a determination, which shall be final and the Owner shall be required to remove said pet from the Subdivision within five (5) days after such determination is made.

5.20 OIL AND MINING OPERATIONS

No derrick or other structure designed for use in boring, mining or quarrying for water, oil, natural gas, precious metals or minerals shall ever be erected, maintained or permitted upon any Lot in the Subdivision including Common Areas. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot including Common Areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or upon or in any Common Areas.

5.21 REMOVAL OF DIRT

No sand, gravel or soil shall be dug or removed from any Lot in the Subdivision. However, Developer or its designated assignees, in carrying out the Improvement and development of the Property in the Subdivision, shall have the exclusive right to remove or to add to any soil, on any Lot and shall have the right of ingress and egress upon all Lots for the purposes of grading and excavating thereon or constructing and completing street Improvements, residences, installing public utilities, retaining walls or any other things Developer or its designated assignees shall in its sole discretion, deem necessary to complete the Development Plan.

5.22 SIGHT LINES.

Sightlines are defined as those objects (trees, bushes, signs) that interfere with the view of on-coming vehicles at street intersections. Sightlines shall be maintained by the POA. The Owners, their successors and assigns, invitees and the like do hereby hold harmless and indemnify Developer, its successors and assigns and the POA from any liability that may be deemed by a court of law to be incurred by the POA or Developer, its successor and assigns, due to failure to properly maintain said sightlines. Travel on the streets shall be "at the risk" of owners and the aforesaid.

5.23 GARBAGE AND REFUSE DISPOSAL

All Lots, Structures, Improvements, yards, driveways and landscaping shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, which shall include but not be limited to the following; trash, junk, debris, grass cutting, lawn debris, seafood debris, such as crab shells, shrimp shells, crawfish heads/shells or other waste matter. The aforesaid shall be kept in adequate containers, constructed of metal, plastic or masonry materials, with tightly fitting lids and which shall at all times, be maintained in a clean and sanitary condition and screened from public view. The aforesaid containers shall be put out the day or night before garbage pickup and must be removed no later than 10:00 p.m. on the day of pickup. This restriction must be strictly adhered to.

5.24 LOT MAINTENANCE.

Shall be performed by the POA, subject to rules and restrictions that shall be promulgated by the ARC and shall include everything on each Lot, with the exclusion of the House, porch and any courtyards.

5.25 ACCESS

No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot, unless it is part of the overall Development Plan of the Subdivision and constructed by Developer.

5.26 MAIL RECEPTACLES.

Shall be determined by the Developer at a future date and every Owner of record shall be given notice of such decision.

5.27 DRAINAGE

No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property Owners. In order to facilitate natural surface water drainage, it may be necessary for the Developer to contour each Lot to provide a continuous drainage pattern from Lot to Lot within the Subdivision. The drainage patterns created by Developer shall not be altered.

5.28 WETLANDS

Designated Wetland areas are not allowed to be cleared, excavated, filled, built upon, sodded or disturbed in any way not approved by the Corps of Engineers. The Wetland areas may be mowed or cut by manual implements (mowers) if so desired.

ARTICLE SIX

MEMBERSHIP VOTING RIGHTS

6.1 Every Owner of a Home/Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Home/Lot which is subject to assessment.

6.2 The Association shall have two (2) classes of voting membership, as follows to wit:

(a) CLASS "A"

Class "A" Members shall be all Owners with the exception of Developer (who shall become a Class "A" Member as provided hereafter) and shall be entitled to one (1) vote for each Home/Lot owned. When more than one person holds an interest in any Home/Lot, all such persons shall be Members. The vote for such Home/Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Home/Lot.

(b) CLASS "B"

The Class "B" Member shall be the Developer and he shall be entitled to three (3) votes for each Home/Lot owned. The Class "B" membership shall cease and be converted to a Class "A" membership upon the happening of either of the following events, whichever occurs earlier: (i) when Developer ceases to be the record Owner of any Home/Lot within the Subdivision; or (ii) the date on which Developer relinquishes its right under Class "B" membership herein. Under no circumstances shall the Class "B" membership continue past the date which is three (3) years from the date this instrument is recorded, provided, however, that if after conversion to the Class "A" membership a future phase is annexed or begun, the Class "B" membership shall thereupon be reinstituted with Developer being a Class "B" Member as to all Homes/Lots owned by Developer in the annexed future phase until the happening of either of the following events, whichever occurs first: (i) when Developer ceases to be the record Owner of any Home/Lot within the future annexed phase; or (ii) the date on which Developer relinquishes its rights under Class "B" membership.

6.3 After Developer relinquishes control of the Association, Developer may continue to vote any Developer owned Homes/Lots in the same manner as any other Member.

6.4 The Developer shall not exercise voting rights granted to it under this Article in an unreasonable manner nor in such a way as to cause undue hardship upon any Owner. Likewise, Class "A" Members shall not exercise their voting rights granted them in a manner so as to hinder the Developer in any manner, in selling the Homes/Lots it has remaining, nor to affect any reservation or right of the Developer contained herein or elsewhere, so long as Developer holds at least one Home/Lot for resale purposes.

ARTICLE SEVEN

GENERAL PROVISIONS

7.1 ENFORCEMENT

The Board and/or the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, the Covenants and Restrictions herein contained or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce the said Covenants and Restrictions herein contained or hereafter imposed by the provisions of this Declaration, shall in no event be deemed a waiver of the right to do so thereafter.

7.2 SEVERABILITY

If any provisions of this Declaration proves to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding and in lieu of each provision of this Declaration that is illegal, invalid or unenforceable, a provision shall be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

7.3 CONFLICT

In the event of any conflict or inconsistencies among this Declaration, the Articles of Incorporation and/or the Association By-Laws and rules and any other rules as promulgated by the ARC. The controlling provision shall be that first appearing in the following sequence: the Declaration, the Articles, the By-Laws and rules and any other rules as promulgated by the ARC.

7.4 DURATION AND AMENDMENT

(a) The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless an instrument is signed by a least two-thirds (2/3) of the then Owners in the Subdivision then subject to this Declaration, agreeing to change or terminate these Covenants and Restrictions, in whole or in part and recorded in the public records of Pearl River County, Mississippi.

(b) Notwithstanding anything herein contained to the contrary, the Developer reserves and shall have the right for a period of three (3) years from the date of recording of these Covenants and Restrictions to unilaterally amend this Declaration in whole or in part, without the necessity of approval or consent as provided in paragraph (a) above, in order to: (1) conform this Declaration to the requirements of any governmental agency, federal, state or local; and/or (2) to conform to the requirements of any mortgage lender; and/or (3) to insure the reasonable development of the property, if necessary, advisable and economical for Developer.

(c) Except as otherwise specifically provided for herein, Developer reserves the right and the power to delegate or assign either exclusively or non-exclusively, to any person or

entity, any or all of its rights, powers, duties or privileges created or provided for by this Declaration, provided, however, that Developer shall be under no obligation to delegate or assign any of its rights, powers, duties and privileges contained in this Declaration to any person or entity, at any time.

7.5 NOTICE

(a) To Developer

Notice to Developer as may be required herein shall be in writing and delivered or mailed to Developer at its principal place of business as shown by the records of the Secretary of State for the State of Mississippi or at any other location designated by the Developer.

(b) To Association

Notice to the Association as may be required herein or by the By-Laws of the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of State for the State of Mississippi or at any other location designated by the Association.

(c) To Owner

Notice to any Owner of a violation of any of these restrictions or any other notice as may be required shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Pearl River County, Mississippi or if not shown thereon, to the address of the Owner a shown on the deed records in the public records of Pearl River County, Mississippi.

7.6 MORTGAGING OF COMMON AREAS

The Common Area, now existing or hereinafter included in this Declaration cannot be mortgaged or conveyed by the Association or any other entity, without the consent of at least two-thirds (2/3) of the Owners (excluding Developer).

7.7 ANNEXATION

Developer may, in its sole discretion and without consent of any Owner or the Association, at any time and from time to time, annex such additional property owned by Developer adjoining the Subdivision. Such annexation shall be evidenced by an instrument recorded in the public records of Pearl River County, Mississippi, executed by Developer, describing the real property to be annexed and any modifications and/or qualifications to this Declaration to be applied to such annexed property (including different use restrictions), all as determined by Developer in its sole discretion. Following any and all such annexations, the Owners of such additional property shall thereupon and thereafter have such rights, privileges and benefits, including, but not limited to, the right to use the Common Areas and shall be subject to such responsibilities and obligations, all as set forth in such recorded annexation documents.

WITNESS MY SIGNATURE, this the 30th day of July, 2007.

Thomas B. Sanders

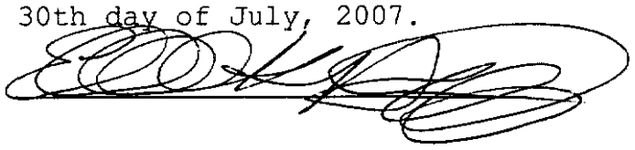
THOMAS B. SANDERS,

MANAGING MEMBER

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, TOM SANDERS, who acknowledge that he is a Managing Member of JARDIN DEVELOPMENT, LLC., and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 30th day of July, 2007.



My Commission Expires:

