



*J. J. J.* 1st Judicial District  
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**DECLARATION OF RESTRICTIVE COVENANTS**

**FOR WINDANCE SUBDIVISION UNIT EIGHT**

WITNESSETH:

WHEREAS, the Developer and Owner of Windance Subdivision Unit Eight which more particularly described in Exhibit A attached hereto and made a part hereof by reference and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, wishes to restrict the use of property in said development as described in Exhibit A through the filing and recording of Restrictive Covenants applicable to the development and said property.

NOW, THEREFORE, the Declaration is hereby stated so as to read in its entirety as follows and the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which shall run with the title to the Property, and the grantee of any deed conveying any portion of the Property shall be deemed by the acceptance of such deed to Have agreed to all such covenants, Conditions and restrictions and to have covenanted to observe, comply with and be bound by all such covenants, conditions and restrictions as follows:

1. DEFINITIONS. As used in this Declaration, the terms below shall have the following meanings:

A. "Association" means the entity known as Windance Property Owners Association, Inc., a Mississippi non-profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors, defined hereinafter.

B. "Board" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and By-laws of the Association.

C. "Committee" means a committee composed of three or more Owners, appointed by the Board to exercise the functions delegated to it by the Board in connection with review and approval of architectural plans for improvements on the Lots.

D. "Declaration" means this Declaration of Restrictive Covenants and all exhibits attached hereto, as the same may be amended from time to time.

E. "Developer" means Harrison Holdings, LLC, its successors or assigns.

F. "Dwelling Unit" means any improved property located within the property and intended for use as a housing unit. A parcel of land shall be deemed unimproved until all improvements being constructed thereon are substantially complete.

G. "Owner" means the record owner of a Residential Lot or a Dwelling Unit, other than developer.

H. "Plat" means the plat of Windance Subdivision, Unit Eight, recorded in Plat Records in the Chancery Clerk's Office in the First Judicial District of Harrison County, Mississippi. If additional property is submitted to the terms and provisions of this Declaration by appropriate amendment, and if any of such property is platted, the term "Plat" shall also refer to the plat of such additional property.

I. "Development" means the overall development constructed or planned to-be constructed on the Property and includes, without limitation, all residential, business and recreational projects and improvements located, or to be located on such property.

J. "Roadways" means that portion of the Property designated on the Plat as roads together with any real property which may hereafter be platted as roads or any real property which may be described by metes and bounds in a subsequently recorded instrument executed by the Developer reciting that the property therein described shall be deemed to be a "Roadway" and subject to the terms and provisions of this Declaration.

2. USE AND CONSTRUCTION RESTRICTIONS AND REQUIREMENTS

A. Residential Purposes. Each Lot shall be used exclusively for single-family residential purposes only, and no structure shall be erected on any Lot other than one detached single-family residence, and appurtenant buildings. No building or part thereof on any Lot shall be rented separately from the rental of an entire Dwelling Unit. However, the Developer shall have the right to maintain facilities on the Property for sales and promotional activity, maintenance and recreation, and shall have the right to sell or lease improved or unimproved Lots.

B. Approval of All Plans and Specifications. In order to insure the development of the Property as a residential community of the highest quality in which all improvements are harmonious in architectural design and aesthetic appearance, the Developer reserves to the Association the exclusive power and discretion to control and approve all improvements placed on any Lot by an "owner" other than developer. No paved area, fence, wall, shrubbery, building, or any other structure or thing shall be placed or maintained upon any Lot, nor shall any exterior addition, change (including change in exterior colors) or alteration be made to existing improvements thereon until detailed plans and specifications of the same, prepared by a duly licensed architect, engineer, landscape architect or other similarly qualified professional, are submitted to and approved in writing by the Association as to harmony of external design, compliance with the terms of this Declaration and location in relation to surrounding structures and topography. Notwithstanding the foregoing or anything herein otherwise provided, the Association shall have the right and a perpetual easement to locate, construct and maintain a fence around the perimeter of the Property or any portion thereof.

The Association shall have the absolute right to refuse approval of any plans which in its opinion are not suitable or desirable or do not comply with this Declaration. Prior to approval, the Association may require submission of all or any of the following documents, as are applicable to the proposed improvements:

(i) Site plan showing all property lines, setbacks, easements, existing trees having a diameter of six (6) inches or more, drives, fences and underground trench locations, and existing and proposed surface contours and elevations of the Lot;

(ii) Floor plan or plans;

(iii) Elevations of all sides of the contemplated structure;

(iv) A summary specification list of proposed materials and samples of exterior materials and colors which cannot be adequately described;

(v) Landscaping plans; and,

(vi) Such additional information and materials which, in the opinion of the Association may reasonably be required for its review. The Association shall preliminarily approve or disapprove the proposed improvements within thirty (30) days from its receipt of all items required for its review. Failure of the Association to act within the thirty (30) day period shall constitute preliminary approval. Upon preliminary approval, final construction documents or plans shall be submitted to the Association, which shall approve or disapprove such final plans within thirty (30) days after receipt. Failure of the Association to act within that thirty (30) day period shall constitute final approval. Upon approval of the final documents all approvals required shall be deemed to have been given and the work may begin. The Association may delegate to the Committee all rights of approval granted to the Association pursuant to this paragraph 2.

C. Maximum Height Minimum Square Footage. No residence or other permitted structure located on a Lot shall be in excess of two and one half stories in height unless written approval of the Association is first secured, which approval may be arbitrarily withheld, or shall contain less than 1,400 square feet of heated and air-conditioned enclosed living space; provided, however, there may be less than 1,400 square feet but not less than 1,250 square feet of heated and air-conditioned enclosed living space, with prior written approval of the Association, which approval may be arbitrarily withheld. Each residence must have a double garage and be brick veneer.

D. Setback Lines. Except where setback lines are otherwise shown on the Plat, the following setback lines are hereby established for buildings, structures, additions or accessories located on any Residential Lot: 25 feet from the front lot line; 15 feet from the rear lot line; 5 feet from interior side lot lines; and 15 feet from street side lot lines. The Association shall have the right to increase, decrease or otherwise modify any of the above requirements in the process of approval pursuant to paragraph 2B, so long as such changes shall preserve the general harmony of the Development and shall not materially impair the value or use of the Lot for which such approval is sought or of any other Lot.

For the purpose of this paragraph fences, walls and unroofed and unscreened patios shall be considered part of a building and may not be erected outside of setback lines, subject to the prior written approval pursuant to paragraph 2B and subject to the provisions regarding easements in paragraph 4B.

E. Detached Structures and Objects. None of the following buildings, structures or objects shall be placed on any Lot unless contained wholly within the residence or are otherwise obscured from view from any Roadway, any adjacent Lot or any other Dwelling Unit or golf course: pens, yards and houses for pets, hothouses, greenhouses, swing sets, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, appliances, tool shops and workshops, servants' quarters, guest house, play houses, summer houses, tree houses, outdoor fireplaces, barbecue pits, swimming pools, dressing rooms, garbage and trash cans and receptacles, and above ground exterior air conditioning and heating equipment and other mechanical equipment and any other structures or objects determined by the Association to be of any unsightly nature or appearance. Notwithstanding the foregoing, detached garages are permitted provided they are compatible with the dwelling which they serve and the design is approved by the Architectural Committee.

F. Temporary Movable Structures. Other than temporary construction sheds and sanitary toilet facilities used during actual construction of the main residence, (which shall not be for more than six (6) months without prior approval of the Association) and other buildings permitted on any Lot, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot.

G. Grading. No Lot or part thereof or any portion of the Property shall be graded, and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent property, without the prior written consent of the Association.

H. Developer shall develop property in accordance with these restrictive covenants but shall not be subject to the provisions of subparagraph B herein above with regard to plans and specifications. Except that Developer shall build all houses within the following restrictions:

- (1) All shall be built to 2006 International Building Code (no modular).
- (2) All shall be brick veneer with exception of accent stucco or Hardy plank/wood siding.
- (3) All shall have asphalt and/or fiberglass roofing (no metal).
- (4) There shall be no vinyl siding.
- (5) All shall comply with sections A, C, D, E, F, G, and H above.
- (6) All shall be roof pitch 7/12 on main roof lines.
- (7) All shall have curbs.
- (8) No houses shall have the same design elevation within 4 houses of each other.

3. GENERAL COVENANTS AND RESTRICTIONS

A. Nuisances. No noxious or offensive activities shall be carried on upon any portion of the Property; nor shall anything be done thereon which is or may become a nuisance or annoyance.



B. Trash. Burning of trash, rubbish, garbage, leaves or other materials in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers or in such location so as to be hidden from view from any adjacent Dwelling Unit, Lot or Roadway. No trash, rubbish, garbage, leaves, grass cuttings, limbs or any other material shall be put on vacant lots for pick up or any other reason except by written consent of the owner of such lot. Any such violation will subject the perpetrator to payment for removal and clean up and/or assessment by the Association.

C. Window Air Conditioner. No window air conditioner unit shall be installed in any building without the prior written consent of the Association.

D. Antennas. No radio or television aerial, antenna, or satellite dish or any other exterior electronic or electric device of any kind shall be installed or maintained on or as a part of any Dwelling Unit until the Association shall have approved the location, size and design thereof and the necessity therefore. Such approval may be for a limited period of time or until the occurrence of an event specified in such approval.

E. Mail Boxes. There shall be no mail boxes or newspaper boxes or receptacles unless approval therefore is given by the Association as to the initial and continued location, size and design of such boxes or receptacles. Mailbox construction materials shall match that of the dwelling.

F. Signs. A sign denoting the street address of the residence located and designed in accordance with approved standards and compatible with signage in other existing Windance Units, shall be required on each Dwelling Unit. In addition, one small sign may be used to denote the name of the resident, subject to the prior written approval of the Association with regard to size, shape, design, color and location of such sign. No other signs of any kind shall be displayed to the public view on any Lot, Dwelling Unit, or any vehicle parked on any part of the Property; provided, however, that nothing herein shall be construed to restrict in any manner the Developer from placing signs and advertising on the Property or any portion thereof. Street signs shall be black and compatible with other street signs in the existing Windance Units if installed by the Developer.

G. Garage Sales. There shall be no garage sales or commercial business of any kind.

H. Lot Appearance. Any lot, vacant or occupied by a residence, shall be properly maintained and vegetation cut, trimmed, etc. In the event a lot as foresaid is not maintained, after notice from the POA to the owner, the POA may cut and maintain lot and all expense including attorney fees and costs shall be billed to owner and, if not promptly paid within 2 months shall be placed as a lien on the property.

I. Parking: Storage: Repairs. NO vehicles or boats (including but not limited to boats, boat trailers, travel trailers, camp trailers, motor homes, mobile homes) or any similar property shall be kept on any Roadway, or stored on any Lot except within a garage and except that private passenger automobiles of the occupant of a Dwelling Unit and guests, having no commercial signs, may be temporarily parked in the driveway or parking area of the Dwelling Unit and except that other vehicles may be parked in such driveway or parking area during the time necessary for

delivery and pickup service and solely for the purpose of such service. No repairing or overhauling of any vehicle is allowed on any part of a Dwelling Unit, a Lot, or any roadway. No vehicles shall be advertised or displayed for sale anywhere in the subdivision.

J. Condition of Dwelling Units and Lots. Each Owner shall maintain in good condition his entire Dwelling Unit or Lot (and the improvements thereon) at all times, but no Owner shall plant any living tree having a trunk diameter greater than six (6) inches without the prior approval of the Association. No trash, garbage, rubbish, debris or refuse or unsightly object shall be allowed to be placed, accumulated or suffered to remain anywhere on the Property, unless stored as provided in paragraph 36. Nothing herein shall be construed as requiring the Association to clear or maintain property owned by it so long as such property is unimproved.

K. Animals. Only one (1) domesticated dog, and only one (1) domesticated cat, may be kept in any Dwelling Unit or on any Lot. All such pet(s) must be kept for the pleasure and use of the Owner, and not for commercial purposes, and must not be permitted to run free. No other animals, livestock or poultry of any kind shall be kept on any Lot or other portion of the property.

If the Association, in its sole discretion, determines that any pet is dangerous or an annoyance or nuisance to the other residents of the Property, or surrounding areas, or destructive of wildlife or property, such pet may not thereafter be kept on the Property and shall promptly be removed by the Owner.

L. Re-subdividing; Re-platting; Access Restrictions. Without the prior written approval of the Association, no Lot shall be re-subdivided or re-platted. In the event of such approved re-platting or re-subdividing, all of the provisions of this Declaration shall apply to the portion of the Property so re-subdivided or re-platted and no such re subdividing or re-platting shall affect any easement shown on the Plat or reserved in this Declaration except easements reserved along the side lot lines, as provided in paragraph 43, shall only apply to the re-subdivided or unplatted Lot. The Association shall have the right to approve the use of one or more contiguous Lots, all or part of any Lot, all of one Lot and part of a contiguous Lot or Lots or any combination of contiguous parts of Lots which will form an integral unit of land suitable for use as a residential building site.

M. Waterways: Other Lands of the Association. With respect to the Lakes, ponds, creeks and streams (hereinafter "waterways") now existing, or which may be hereafter created, either within the Property, or adjacent or near thereto, no power boats only electric trolling motors shall be permitted on such waterways and no Owners shall have any right to construct bulkheads, docks, piers or other similar facilities on such waterways nor any right to pump or otherwise remove any water from such waterways for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, storm or other waste water, rubbish, debris, ashes or other refuse in such waterways or on any other portion of the Property, without the written consent of the Association. The Association shall have the sole and absolute right to control the water level of such waterways, to construct bulkheads, docks, piers or other similar facilities and to control the growth and eradication of insects, plants, fowls, reptiles, animals, fish and fungi in and on such waterways, and to control the height, grade and contour of any embankment. There shall be no swimming in the Lake.

N. Additional Covenants and Restrictions. Other than the Developer, no Owner of any part of the Property shall without prior written approval of the Association, impose any additional covenants or restrictions on any part of the Property.

4. UTILITY SERVICES

A. Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties, companies or agencies approved by the Association and each Owner agrees to pay when due the periodic charges or rates for such garbage collection service made by the party, company or agency providing same.

B. Easements. The Developer, for itself and its successors and assigns, hereby reserves perpetual, alienable easements, privileges and rights for the installation, maintenance, transmission and use of wires, conduits, mains, utility, cable and lines, drainage ditches and facilities on, under and across the roadways as well as a strip 15 feet in width along the front lot line of each Lot and a strip Six (5) feet in width along the interior side and rear lot lines of each Lot for drainage purposes and for the use of electric, telephone, cable TV, sewerage, water, gas and other public and private utilities. Additional easements may be reserved or granted by the Developer at any time prior to the Lot affected by such easements is conveyed by the Developer. Within the easement areas on the Lots, no structure or other improvements or landscaping shall be placed or permitted to remain which may damage or unreasonably interfere with the installation and maintenance of utilities and drainage facilities and the Owners of the Lots shall bear the risk of loss of any such structure, improvement or landscaping except as otherwise provided in paragraph 2B. Within the boundaries of any Lot, all easement areas, areas within any setback line, and all improvements therein, shall be maintained continuously by the Owner. All utility lines serving the Lot only from the point where such line connects to the main line shall be maintained by the Owners.

5. ASSESSMENTS. The Association shall have the authority to levy Assessments as provided herein against the Dwelling Units and the Lots, And Each Dwelling Unit and Lot is subjected thereto as hereinafter provided:

A. Purposes. The Association may levy assessments for the purpose of enabling the Association

(i) To pay all ad valorem taxes assessed against the portions of the Property developed for the benefit of the overall Development or used in common by all Owners, including roadways and appurtenant security facilities, waterways, and other common areas, whether or not owned by or leased to the association;

(ii) To pay all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to pay any other taxes, including income taxes, payable by the Association;

(iii) To pay all expenses required for the reasonable repair and maintenance of the portions of the Development described in subparagraph A (i) above, including without limitation paving, irrigation, landscaping, drainage and for the reasonable repair and maintenance and insurance of any buildings or other improvements owned by or leased to the Association;

(iv) To pay all expenses of providing security for the Development including salaries of security men, maintenance of security gate houses and other related facilities, insurance on security gate houses and related facilities and any and all other expenses incurred in providing such security;

(v) To pay for the expense of lighting and maintaining the Roadways, including patching and repairing, replacement of bulbs, poles (if any), wiring and any and all other expenses in connection therewith;

(vi) To pay for all expenses incurred in providing mosquito and other pest control for the Development;

(vii) To pay for all expenses incurred in providing fire protection for the Development;

(viii) To pay for the expense of maintenance, improvement and operation of drainage easements and facilities;

(ix) To pay for the expenses of maintaining, repairing and replacing directional markers, signs and traffic control devices and costs of controlling and regulating traffic on the Roadways;

(x) To pay all charges of trash and garbage collection and removal unless a separate charge is made to each Owner by the company providing such service.

(xi) To pay for all expenses of operating the Association, including without limitation management fees, legal and accounting fees, payrolls and general office operating expenses, and the expenses of doing any and all other things necessary or desirable in the judgment of the board to keep the Development neat and attractive, to preserve or enhance the value of the Property, to eliminate fire, health or safety hazards, and to pay for such other expenses, including, but not limited to, liability insurance, which in the judgment of the Board may be of general benefit to the residents.

(xii) To repay funds, together with interest thereon, borrowed by the Association and used for purposes referred to herein;

(xiii) To accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Association to allocate or apportion the funds collected pursuant hereto or expenditures there from among the various purposes specified herein and the judgment of the Board in the expenditure of such funds shall be final. The Association in its discretion may hold such funds invested or uninvested, and may reserve such portions of the funds as it determines advisable for expenditure in years following the year for which the regular maintenance assessment was assessed.

**B. Regular Assessments.** Except as provided in paragraph 5E, each Dwelling Unit and Lot is hereby subjected to regular maintenance assessments as provided below:



Except as provided in paragraph 5E the Assessments shall be uniform in dollar amount for each category (lots and dwelling units) and shall be set by the Board, subject to approval of the Association. The regular maintenance assessment may be adjusted from month to month by the Board as required to meet the expenses and other charges for which same are assessed. Regular maintenance assessments shall become delinquent if not paid within 10 days of the due date and shall bear interest at the rate of nine (9%) per annum from that date until paid. Assessments as a Dwelling Unit on any Lot shall not begin until completion of construction of the improvements thereon; and whenever the assessment begins for a Dwelling unit all previously applicable assessments above shall cease. The Association may elect a monthly assessment maybe annual, bi-annual, quarterly or monthly as the Board of Directors so elects, if which case, a new delinquent date may be determined and enforced.

C. Increase in Assessments. Assessments on dwelling units and lots may be increased or decreased from time to time as may be necessary to meet the obligations of the Association and to meet its responsibilities as set forth in 5A above.

D. Special Assessments. The Board may impose special assessments to meet expenses of an extraordinary or emergency nature, provided that if such special assessment exceeds \$100.00 per Lot or per Dwelling Unit during any twelve (12) month period, then Owners (other than the Developer) of two-thirds (2/3) in number of such Dwelling Units or Lots theretofore conveyed by the Developer must approve the levy in writing. All special assessments shall be imposed upon Lots and Dwelling Units in the same ratio as the regular assessments set forth in subparagraph 5B above. Any special assessment which is not paid within fifteen (15) days after the Owner receives written notice of same shall bear interest at the rate of nine (9%) per cent per annum.

E. Property of Developer. Notwithstanding anything herein to the contrary, no assessment shall be charged and no lien shall attach against any Lot, Dwelling Unit or other portion of the Development so long as same is owned by the Developer and the Developer shall not be required to pay any such assessments, it being understood that the Developer will bear much of the expense of the Association until the Association is self-supporting from assessments levied against Owners of Lots or Dwelling Units purchased from the Developer.

F. Lien. Each regular and special assessment and interest thereon as provided herein shall constitute a debt from the owner of the property against which the same shall be assessed, and shall be secured by a lien upon that property and all improvements thereon. Such lien shall attach as of the date a notice of lien is filed with the Chancery Clerk of the Harrison County, Mississippi, and may be enforced as any other lien in Mississippi by any other proceeding in equity or at law and the Association shall be entitled in such proceedings. Each such lien provided for in this section or in section 7B, shall be subordinate and inferior to the lien of any institutional mortgage encumbering the Lot or the Dwelling Unit as the case may be, if that mortgage was recorded in the public records of Harrison County, Mississippi, prior to the above recording date of such lien. Upon request, the Association shall furnish<sup>1</sup> the Owner or mortgagee a certificate showing the unpaid assessments, if any, against any Lot or Dwelling Unit.

6. MEMBERS AND VOTING RIGHTS

A. Memberships. Every Owner shall be a member of the Windance Property Owners Association. In addition, the owner of the Golf Course shall be a member and the Developer shall be a member as provided below.

B. Classes. Membership shall be divided into three (3) classes as follows;

(i) The Class A members shall be all Owners, other than the Developer.

(ii) The Class B member shall be the owner of the Golf Course.

(iii) The Class C member shall be the Developer, or its successors and assigns as long as developer or its successors and assigns owns lots or Dwelling Units located thereon. Class A and Class B memberships shall be appurtenant to ownership of a Lot, a Dwelling Unit, or the Golf Course within Development and shall not be separated from such ownership.

C. Voting Rights. Each Class A member in good standing with dues paid shall have one vote on all matters to come before the Association. If any lot or dwelling unit has more than one owner the owners have only one vote. The Class B and Class C members shall not have voting rights in the Association.

7. RIGHTS OF DEVELOPER

In addition to rights elsewhere reserved, Developer hereby reserves to itself, its successors and assigns, the following rights and privileges:

A. Rights Regarding Temporary Structures, Etc. Developer hereby reserves the right to erect or maintain such dwellings, model houses, sales offices or other structures, and commercial and display signs as Developer, in its sole discretion, may deem advisable for development and marketing purposes within the property owned by the Developer. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer,

B. Enforcement. Developer reserves the right, but shall have no obligation, to enter upon any Dwelling Unit or Lot to remove rubbish, signs, structures, plants or other things or to take such other action, all at the expense of the Owner, as Developer deems necessary in order to enforce this Declaration. Such entry, enforcement and removal shall not be deemed a trespass or make Developer liable in any respect for any damages on account thereof. The Owner of such Dwelling Unit or Lot shall pay Developer on demand the actual cost of such enforcement plus ten (10%) per cent of the cost in performing such service as a service fee. In the event that such charges shall not be paid on demand, such charges shall bear interest at the maximum legal rate of interest from the date of demand. All Dwelling Units and Lots shall be subject to a lien in favor of the Developer for all such costs and fees and Developer may, at its option, bring an action at law against the Owner personally obligated to pay the same, or upon giving the Owner ten (10) days notice of an intention to file a claim of lien against a Dwelling Unit or Lot, may file and thereafter foreclose such lien.

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In addition, Developer, any Owner or the Association shall be entitled to bring action at law for damages or in equity for injunctions against those so violating or attempting to violate this Declaration, for the purpose of curing, correcting, preventing or enjoining any violation or attempted violation of the terms of this Declaration. All costs and expenses, including but not limited to reasonable attorney's fees, incurred by Developer, any Owner or the Association to cure, corrects, prevent, or enjoin any violation of the terms of this Declaration shall be recoverable against the Owner occasioning such violation. All remedies herein shall be cumulative to any and all other remedies provided elsewhere herein or at law or equity. The failure to bring any action to enforce this Declaration or to correct any violation of this Declaration shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Owner of any other-party-against the Developer or the Association.

C. Notwithstanding any provisions of this declaration to the contrary for a period of 36 months, from the filing of the subdivision plat, the developer shall have the sole power to administer or enforce any of the provisions of this declaration with regard to any property owned by developer, however, the requirements of this Declaration, as stated in Section 2 (H) shall be complied with by the developer during the 36 month period and Declaration cannot be changed or amended by the Developer.

#### 8. MISCELLANEOUS

A. Rights of Mortgagees. Notwithstanding anything in this Declaration to the contrary, the lien of the Developer or the Association for charges incurred in enforcing this Declaration shall be subordinate and inferior to the lien of any institutional mortgage on any Dwelling Unit or Lot recorded prior to the recording of such claim of lien. In addition, any institutional mortgagee who acquired title thereto as a result of foreclosure or by deed in lieu of foreclosure or any party who purchased same at a foreclosure sale shall not be liable for the charges pertaining to such Dwelling Unit or Lot which are chargeable to the former Owner and which became due prior to such acquisition

B. Term. The terms and provisions of this Declaration shall run with the title to the Property and any part thereof and shall bind all persons in interest, all Owners and their heirs, legal representatives, successors and assigns until December 31, 2030, at which time this Declaration and Restrictions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect for (3) three years and after (3) three years only by the execution of an instrument signed by owners having not less than 75% of the votes as provided herein. After December 31, 2030, this Declaration may be amended or terminated by an instrument signed by owners having 55% of the votes provided herein.

C. Disclaimer. Neither the Developer nor the Association shall be liable to any Owner or other person for any loss or damage arising from any cause whatsoever, including without limitation the provision of, failure to provide, or negligence in provision of security, maintenance, repairs or other services by the Developer or the Association or either of them.

D. Invalidity of Part. The invalidation of anyone of the terms or provisions of this Declaration shall in no wise affect any other provisions, which provisions shall remain in full force and effect.

E. Headings. The paragraph headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

F. Assignment of Developer. The Developer shall have the sole and exclusive right at any time to transfer and assign any or all rights, powers, privileges, authorities and reservations it may have under any paragraph of this Declaration to such other person or entity as it shall elect. No such assignment shall require the consent of any Owner and in the event any such right is assigned, the Assignee shall assume all obligations of the Developer so assigned and the Developer, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto.

G. Class A member in good standing shall enjoy all rights and privileges of any other Class A Member of the Association, including but not limited to the use of any property or amenities of the Association.

IN WITNESS WHEREOF, the Developer and Owner has executed this Declaration of Restrictive Covenants on this the 15 day of July, 2010.

HARRISON HOLDINGS, LLC.

*[Signature]*  
President *managing member*

STATE OF MISSISSIPPI  
*Jackson*  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of July, 2010, within my jurisdiction, the within who acknowledged that he is ~~President~~ *managing member* of HARRISON HOLDINGS, LLC, a Mississippi Corporation, and that for and on behalf of said corporation, and as its act and deed (he) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:





Legal Description  
Exhibit "A"

A parcel of land lying and being situated in Section 2, Township 7 South, Range 12 West, First Judicial District, Harrison County, Mississippi and more particularly described as follows:

Commencing at the Northwest corner of Section 2, Township 7 South, Range 12 West, First Judicial District, Harrison County, Mississippi; thence run South 00° 13' 11" East along the West line of said Section 2 a distance of 699.51 feet to the Point of Beginning; thence run North 89° 40' 12" East a distance of 329.19 feet to a point thence run North 00° 21' 46" West a distance of 642.35 feet to a point located on the South margin of Robinson Road; thence run North 89° 25' 24" East along said South margin of Robinson Road a distance of 304.94 feet to a point on the West margin of Windance Drive and the Western boundary of Windance Subdivision Unit Two as recorded in the Office of the Chancery Clerk of Harrison County, Plat Book 35, Page 36; thence run South 00° 18' 52" East along said West margin of Windance Drive a distance of 2.29 feet to a point; thence run South 45° 19' 25" East along said West margin of Windance Drive a distance of 72.54 feet to a point; thence run South 05° 12' 00" East along said West margin of Windance Drive a distance of 233.16 feet to a point on a non-tangent curve having a radius of 746.17 feet, a tangent of 103.26, a chord bearing of South 07° 24' 35" East and a chord distance of 204.57 feet; thence run in a Southerly direction along said West margin of Windance Drive and curve a distance of 205.22 feet; thence run South 15° 46' 22" East along said West margin of Windance Drive a distance of 131.38 feet to the Northeast corner of Lot 83 of said Windance Subdivision Unit Two; thence run South 74° 21' 49" W along the Northern line of said Lot 83 a distance of 100.58 feet to the Northwest corner of said Lot 83; thence run South 00° 34' 25" East along the West line of said Lot 83 a distance of 77.16 feet to the Southwest corner of said Lot 83; thence run South 00° 27' 04" East along the West line of Lot 82 a distance of 119.87 feet to the Southwest corner of said Lot 82; thence run South 00° 11' 04" East along the West line of Lot 81 a distance of 102.96 feet to a point; thence run South 89° 24' 02" West a distance of 669.00 feet to a point; thence run North 00° 13' 11" West a distance of 301.55 feet to the Point of Beginning.

