NORTHWOOD HILLS PROPERTY OWNERS ASSOCIATION (NWHPOA) BOARD OF DIRECTORS

January 3, 2008

DECLARATION OF COVENANTS AND RESTRICTIONS

A copy of Declaration of Covenants and Restrictions for Northwood Hills Subdivision was obtained from the DeSoto County Chancery Clerk's Office on December 21, 2007. As this is a rather large document, the Board of Directors elected to convert this document into a Microsoft Word document which required minor changes in format. Once this was accomplished the document was converted to Adobe Portable Document Format (pdf) for posting on the NWHPOA Web Site. We made an effort to ensure there were no changes made in the text of the Declaration of Covenants and Restrictions.

As the information provided in this document was reproduced, with minor changes in format, it is not intended to be legal and binding. Should members need an official copy, we suggest that you obtain a copy from the DeSoto County Chancery Clerk's Office.

This document provides the Declaration of Covenants and Restrictions for Northwood Hills Subdivision. This Cover Page shows the appropriate section and the date that the Declaration for that section was recorded in the DeSoto County Chancery Clerk's Office.

- Declaration of Covenants and Restrictions for Northwood Hills Subdivision "Section G, Phase II" recorded on June 1, 2004.
- Declaration of Covenants and Restrictions for Northwood Hills Subdivision "Section F" recorded on November 7, 2003.
- Declaration of Covenants and Restrictions for Northwood Hills Subdivision "Section E, Phase II" recorded on November 25, 2002.
- Declaration of Covenants and Restrictions for Northwood Hills Subdivision "Section D" recorded on July 20, 2001.
- Declaration of Covenants and Restrictions for Northwood Hills Subdivision "Section C" recorded on June 16, 1999.
- Declaration of Covenants and Restrictions for Northwood Hills Subdivision "Section B" recorded on September 25, 1997.
- Declaration of Covenants and Restrictions for Northwood Hills Subdivision "Section A" recorded on September 25, 1997.

The Book (BK) and Page (PG) numbers shown at the top of each page was assigned by the Chancery's Clerk's Office to identify the Book and Page Number where the original document is recorded.

DECLARATION OF COVENANTS AND RESTRICTIONS

NORTHWOOD HILLS SUBDIVISION

SECTION G PHASE II

DECLARATION OF COVENANTS AND RESTRICTIONS
Northwood Hills Subdivision
Section G Phase II
Section 12, Township 3, Range 8
City of Hernando, DeSoto County Mississippi
Plat Book 87, Page 16-17

THIS DECLARATION, made this 6th day of May, 2004, by Kimberlin, Inc., a Mississippi Corporation (hereinafter "Developer" or "Declarant").

ARTICLE I

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached to this Declaration (hereinafter "the Property") and desires to create thereon a residential community which shall be known as "Northwood Hills Section E (G) Phase II" (hereinafter the "Subdivision").

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community; and for the maintenance of certain open spaces and other common facilities; and to this end, desires to subject the Property to these covenants, restrictions, easements and charges for the benefit of the Property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the preservation of the values and amenities in the community, to create the Northwood Hills Property Owners Association (hereinafter the "Association" or "NWHPOA") to which shall be delegated the powers of managing, maintaining, administering and enforcing these covenants and

restrictions, and the care of Association property, and doing all other things necessary to preserve the values and amenities of this community, and

NOW THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE II

2.1 Creation. Declarant has caused or will hereinafter cause the NORTHWOOD HILLS PROPERTY OWNERS ASSOCIATION ("NWHPOA") a Mississippi Non-Profit Corporation, to be formed for the purposes of providing a non-profit organization to service representatives of Declarant and Owners of any lot in any part of the subdivision which is now or hereinafter made subject to this Declaration.

2.2 Definitions. For purposes of this Declaration, the following are defined terms, to wit:

(a) "Articles" means the Articles of Incorporation of the NWHPOA.

(b) "Association" shall mean and refer to Northwood Hills Property Owners Association.

(c) "Board" means the BOARD of Directors of the NWHPOA.

(d) "Board of Directors" means the Board of Directors of the NWHPOA.

(e) "Bylaws" means the Bylaws of the NWHPOA.

(f) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners for a park and/or lake as will be shown on official plats of subsequent sections of property.

(g) "Declarant" shall mean and refer to Kimberlin, Inc., its successors and or assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

(h) "Development" means the property described on Exhibit "A" as developed.

(i) "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

(j) "Member" means an Owner.

(k) "NWHPOA" is the Northwood Hills Property Owners Association.

(l) "Owner" shall mean and refer to the record owner, whether on (one) or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.3 Purpose. The Northwood Hills Property Owners Association, a/k/a, NWHPOA is (or will be) formed for the creation, operation, management, and maintenance of all of the committees, services, or facilities herein set forth; the enforcement of all covenants contained herein; the assignment, collection, and application of all charges imposed hereunder or liens created hereby; and such other purposes as or will be set forth in the Charter and By-Laws of Northwood Hills Property Owners Association, a/k/a NWHPOA.

2.4. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon, the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

2.5. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family residing on the property, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1. Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the NWHPOA. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Assessments.

Each Lot Owner, excluding the Declaring (Declarant), is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a controlling lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

4.3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred and no/100 Dollars ($200.00) per Lot.

The Board of Directors of NWHPOA shall fix the amount of annual assessment of each Lot in January of each year after its organization.

4.4. Special Assessment for Capital Improvements.

In addition to the annual assessment authorized above, the NWHPOA may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5. Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum

is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.7. Date of Commencement of Annual Assessments Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

4.8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The NWHPOA

may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner shall waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

5.1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions, of this Declaration. Failure by the NWHPOA or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

5.3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from tile (the) date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarant prior to conveyance of the first Lot in the subdivision and thereafter by an instrument signed by at least seventy-five (75%) percent of tile (the) Lot Owners in the subdivision. Any amendment must be recorded.

5.4. Annexation.

Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

5.5. FHA/VA Approval.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties; dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VI

CONTROL COMMITTEE AND CONSTRUCTION REQUIREMENTS

6.1. Concept.

It is intended that the Subdivision be developed into a residential community, improved with high quality homes.

6.2. Control Committee.

The Control Committee (the "Committee") shall be composed of not less than three (3) nor more than five (5) members. Except as provided in the following sentence, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be Owners of lots in the Subdivision. Notwithstanding the foregoing provision, Developer reserves the right to appoint all of the initial and successor members of the Committee, none of whom needs to be an Owner of a lot in the Subdivision, with such right to continue until (i) all of the Lots have been conveyed and houses constructed thereon, or (ii) Developer elects (by written instrument duly recorded in the office of the Chancery Clerk of DeSoto County, Mississippi) to terminate its control of the Committee, whichever of (i) or (ii) shall first occur. After Developer's control of the Committee has been terminated, then the NWHPOA Board of Directors shall have the power, from time to time, to change the membership of the Committee or to remove members of the Committee, and to appoint members to fill existing or available vacancies on the Committee, such action to be evidenced by a written instrument duly recorded in aforesaid Chancery Clerk's Office, setting forth the names

and addresses of the Committee members so appointed, and authorized to act. A majority of the then current members of the Committee may, from time to time, designate one or more representatives (who need not be members of the Committee) to act for it. Neither the members of the Committee, nor any representative designated to act for the Committee, shall be entitled to any compensation for services rendered or performed pursuant to the provisions of this Declaration.

6.3. Committee Approval.

No building, fence, wall, structure, or other improvement shall be commenced, erected or maintained upon any Lot in the Subdivision, nor shall any exterior addition, change, alteration or restoration of or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography. Except in the case of an emergency or imminent danger, or as required by a public utility having the right to impose such a requirement, no tree shall be cut or removed in connection with the initial or subsequent construction of buildings, fences, walls or other structures or improvements without the prior written approval, by the Committee, of a plan with respect thereto. In the event the Committee shall fail to approve or disapprove any construction or tree cutting or removal plans and specifications within thirty (30) days after the same shall have been submitted to it, then such approval will be deemed to have been given with respect to the matters shown on such plans and specifications, and this Section 6.3 shall

be deemed to have been fully complied with to that extent.

6.4. DESIGN CRITERIA, STRUCTURE.

6.4.1. Opening of garages should not be visible from the street unless approved by the architectural Control Committee. In cases where it is unavoidable and openings of garages are visible or partially visible from a street, electric automatic door closers shall be used. No open garage is to face a neighboring yard without screening approved by the Committee.

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

6.4.3. All radio, TV antennas, and telephone systems shall be installed in the interior of the residence in such a way as not to be visible from outside. No satellite communication system equipment larger than 20 inches in diameter, shall be permitted at residency or any other permitted buildings located on each LOT. All utility line connections between the main and primary utility lines and the residency and any other permitted buildings located on each LOT shall be concealed and located underground so as not to be visible.

An entry at the bottom of this page shows the signature of Jim Kimberlin. Under his signature the following is shown “James C. Kimberlin, a/k/a, Jim Kimberlin, President Kimberlin, Inc.” The date shown under his signature is “5/06/04”.

This page shows STATE OF MISSISSIPPI, COUNTY OF DESOTO

Entry underneath this states “This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid JAMES C. KIMBERLIN, a/k/a JIM KIMBERLIN, President of Kimberlin, Inc., the above named a corporation who acknowledged that for and on its behalf, James C. Kimberlin a/k/a Jim Kimberlin, signed, sealed and delivered the foregoing Declaration of Covenants and Restrictions on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 6th day of May, 2004”.

Below this statement the Seal of Notary Public and signature appears.

Below the seal the following statement appears “Prepared by J.F. Lauderdale, 9123 Pigeon Roost, Olive Branch, MS 38654, 662- 895-0422” as the last entry on page 0317.

DECLARATION OF COVENANTS AND RESTRICTIONS

NORTHWOOD HILLS SUBDIVISION

SECTION F PHASE II

DECLARATION OF COVENANTS AND RESTRICTIONS
Northwood Hills Subdivision
Section F
Section 12, Township 3, Range 8
City of Hernando, DeSoto County Mississippi
Plat Book 84, Page 35-36

THIS DECLARATION, made this 7th day of November, 2003, by Kimberlin, Inc., a Mississippi Corporation (hereinafter "Developer" or "Declarant").

ARTICLE I

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached to this Declaration (hereinafter "the Property") and desires to create thereon a residential community which shall be known as "Northwood Hills Subdivision Section E Phase II" (hereinafter the "Subdivision").

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community; and for the maintenance of certain open spaces and other common facilities; and to this end, desires to subject the Property to these covenants, restrictions, easements and charges for the benefit of the Property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the preservation of the values and amenities in the community, to create the Northwood Hills Property Owners Association (hereinafter the "Association" or "NWHPOA") to which shall be delegated the powers of managing, maintaining, administering and enforcing these covenants and

restrictions, and the care of Association property, and doing all other things necessary to preserve the values and amenities of this community, and

NOW THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE II

2.1. Creation. Declarant has caused or will hereinafter cause the NORTHWOOD HILLS PROPERTY OWNERS ASSOCIATION (“NWHPOA”) a Mississippi Non-Profit Corporation, to be formed for the purposes of providing a non-profit organization to service representatives of Declarant and Owners of any lot in any part of the subdivision which is now or hereinafter made subject to this Declaration.

2.2. Definitions. For purposes of this Declaration, the following are defined terms, to wit:

(a) “Articles” means the Articles of Incorporation of the NWHPOA.

(b) “Association” shall mean and refer to Northwood Hills Property Owners Association.

(c) “Board” means the BOARD of Directors of the NWHPOA.

(d) “Board of Directors” means the Board of Directors of the NWHPOA.

(e) “Bylaws” means the Bylaws of the NWHPOA.

(f) “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners for a park and/or lake as will be shown on official plats of subsequent sections of property.

(g) "Declarant" shall mean and refer to Kimberlin, Inc., its successors and or assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

(h) "Development" means the property described on Exhibit "A" as developed.

(i) "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

(j) "Member" means an Owner.

(k) "NWHPOA" is the Northwood Hills Property Owners Association.

(l) "Owner" shall mean and refer to the record owner, whether on (one) or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.3. Purpose. The Northwood Hills Property Owners Association, a/k/a, NWHPOA is (or will be) formed for the creation, operation, management, and maintenance of all of the committees, services, or facilities herein set forth; the enforcement of all covenants contained herein; the assignment, collection, and application of all charges imposed hereunder or liens created hereby; and such other purposes as or will be set forth in the Charter and By-Laws of Northwood Hills Property Owners Association, a/k/a NWHPOA.

2.4. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon, the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

2.5. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family residing on the property, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1. Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the NWHPOA. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Assessments.

Each Lot Owner, excluding the Declaring (Declarant), is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

4.3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred and no/100 Dollars ($200.00) per Lot.

The Board of Directors of NWHPOA shall fix the amount of annual assessment of each Lot in January of each year after its organization.

4.4. Special Assessment for Capital Improvements.

In addition to the annual assessment authorized above, the NWHPOA may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5. Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum

is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

4.8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The NWHPOA

may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner shall waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

5.1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions, of this Declaration. Failure by the NWHPOA or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

5.3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from tile (the) date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarant prior to conveyance of the first Lot in the subdivision and thereafter by an instrument signed by at least seventy-five (75%) percent of tile (the) Lot Owners in the subdivision. Any amendment must be recorded.

5.4. Annexation.

Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

5.5. FHA/VA Approval.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties; dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VI

CONTROL COMMITTEE AND CONSTRUCTION REQUIREMENTS

6.1. Concept.

It is intended that the Subdivision be developed into a residential community, improved with high quality homes.

6.2. Control Committee.

The Control Committee (the "Committee") shall be composed of not less than three (3) nor more than five (5) members. Except as provided in the following sentence, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be Owners of lots in the Subdivision. Notwithstanding the foregoing provision, Developer reserves the right to appoint all of the initial and successor members of the Committee, none of whom needs to be an Owner of a lot in the Subdivision, with such right to continue until (i) all of the Lots have been conveyed and houses constructed thereon, or (ii) Developer elects (by written instrument duly recorded in the office of the Chancery Clerk of DeSoto County, Mississippi) to terminate its control of the Committee, whichever of (i) or (ii) shall first occur. After Developer's control of the Committee has been terminated, then the NWHPOA Board of Directors shall have the power, from time to time, to change the membership of the Committee or to remove members of the Committee, and to appoint members to fill existing or available vacancies on the Committee, such action to be evidenced by a written instrument duly recorded in aforesaid Chancery Clerk's Office, setting forth the names

and addresses of the Committee members so appointed, and authorized to act. A majority of the then current members of the Committee may, from time to time, designate one or more representatives (who need not be members of the Committee) to act for it. Neither the members of the Committee, nor any representative designated to act for the Committee, shall be entitled to any compensation for services rendered or performed pursuant to the provisions of this Declaration.

6.3. Committee Approval.

No building, fence, wall, structure, or other improvement shall be commenced, erected or maintained upon any Lot in the Subdivision, nor shall any exterior addition, change, alteration or restoration of or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography. Except in the case of an emergency or imminent danger, or as required by a public utility having the right to impose such a requirement, no tree shall be cut or removed in connection with the initial or subsequent construction of buildings, fences, walls or other structures or improvements without the prior written approval, by the Committee, of a plan with respect thereto. In the event the Committee shall fail to approve or disapprove any construction or tree cutting or removal plans and specifications within thirty (30) days after the same shall have been submitted to it, then such approval will be deemed to have been given with respect to the matters shown on such plans and specifications, and this Section 6.3 shall

be deemed to have been fully complied with to that extent.

6.4. DESIGN CRITERIA, STRUCTURE.

6.4.1. Opening of garages should not be visible from the street unless approved by the architectural Control Committee. In cases where it is unavoidable and openings of garages are visible or partially visible from a street, electric automatic door closers shall be used. No open garage is to face a neighboring yard without screening approved by the Committee.

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

6.4.3. All radio, TV antennas, and telephone systems shall be installed in the interior of the residence in such a way as not to be visible from outside. No satellite communication system equipment larger than 20 inches in diameter, shall be permitted at residency or any other permitted buildings located on each LOT. All utility line connections between the main and primary utility lines and the residency and any other permitted buildings located on each LOT shall be concealed and located underground so as not to be visible.

An entry at the bottom of this page shows the signature of Jim Kimberlin. Under his signature the following is shown “Jim Kimberlin, President Kimberlin, Inc.” The date shown under his signature is “10/27/03”.

This page shows STATE OF MISSISSIPPI, COUNTY OF DESOTO

Entry underneath this states “This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid JIM KIMBERLIN, President of Kimberlin, Inc., the above named a corporation who acknowledged that for and on its behalf, Jim Kimberlin, signed, sealed and delivered the foregoing Declaration of Covenants and Restrictions on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 27th day of October, 2003”.

Below this statement the Seal of Notary Public and signature appears.

Below the seal the following statement appears “Prepared by Jim Kimberlin, 695 Farway, Hernando, MS 38632, 662- 429-1231” as the last entry on page 0572.

DECLARATION OF COVENANTS AND RESTRICTIONS

NORTHWOOD HILLS SUBDIVISION

SECTION E PHASE II

DECLARATION OF COVENANTS AND RESTRICTIONS
Northwood Hills Subdivision
Section E, Phase II
Section 12, Township 3, Range 8
City of Hernando, DeSoto County Mississippi
Plat Book 80, Page 46

THIS DECLARATION, made this the 31st day of October 2002, by Kimberlin, Inc., a Mississippi Corporation (hereinafter "Developer" or "Declarant").

ARTICLE I

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached to this Declaration (hereinafter "the Property") and desires to create thereon a residential community which shall be known as "Northwood Hills Subdivision Section E Phase II" (hereinafter the "Subdivision").

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community; and for the maintenance of certain open spaces and other common facilities; and to this end, desires to subject the Property to these covenants, restrictions, easements and charges for the benefit of the Property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the preservation of the values and amenities in the community, to create the Northwood Hills Property Owners Association (hereinafter the "Association" or "NWHPOA") to which shall be delegated the powers of managing, maintaining, administering and enforcing these covenants and

restrictions, and the care of Association property, and doing all other things necessary to preserve the values and amenities of this community, and

NOW THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE II

2.1. Creation. Declarant has caused or will hereinafter cause the NORTHWOOD HILLS PROPERTY OWNERS ASSOCIATION (“NWHPOA”) a Mississippi Non-Profit Corporation, to be formed for the purposes of providing a non-profit organization to service representatives of Declarant and Owners of any lot in any part of the subdivision which is now or hereinafter made subject to this Declaration.

2.2. Definitions. For purposes of this Declaration, the following are defined terms, to wit:

(a) “Articles” means the Articles of Incorporation of the NWHPOA.

(b) “Association” shall mean and refer to Northwood Hills Property Owners Association.

(c) “Board” means the BOARD of Directors of the NWHPOA.

(d) “Board of Directors” means the Board of Directors of the NWHPOA.

(e) “Bylaws” means the Bylaws of the NWHPOA.

(f) “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners for a park and/or lake as will be shown on official plats of subsequent sections of property.

(g) "Declarant" shall mean and refer to Kimberlin, Inc., its successors and or assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

(h) "Development" means the property described on Exhibit "A" as developed.

(i) "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

(j) "Member" means an Owner.

(k) "NWHPOA" is the Northwood Hills Property Owners Association.

(l) "Owner" shall mean and refer to the record owner, whether on (one) or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.3. Purpose. The Northwood Hills Property Owners Association, a/k/a, NWHPOA is (or will be) formed for the creation, operation, management, and maintenance of all of the committees, services, or facilities herein set forth; the enforcement of all covenants contained herein; the assignment, collection, and application of all charges imposed hereunder or liens created hereby; and such other purposes as or will be set forth in the Charter and By-Laws of Northwood Hills Property Owners Association, a/k/a NWHPOA.

2.4. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon, the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

2.5. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family residing on the property, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1. Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the NWHPOA. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Assessments.

Each Lot Owner, excluding the Declaring (Declarant), is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

4.3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred and no/100 Dollars ($200.00) per Lot.

The Board of Directors of NWHPOA shall fix the amount of annual assessment of each Lot in January of each year after its organization.

4.4. Special Assessment for Capital Improvements.

In addition to the annual assessment authorized above, the NWHPOA may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5. Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than thirty (30) days nor more than Sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum

is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

4.8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The NWHPOA

may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner shall waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

5.1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions, of this Declaration. Failure by the NWHPOA or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

5.3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by tile (the) Declarant prior to conveyance of the first Lot in the subdivision and thereafter by an instrument signed by at least seventy-five (75%) percent of tile (the) Lot Owners in the subdivision. Any amendment must be recorded.

5.4. Annexation.

Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

5.5. FHA/VA Approval.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties; dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VI

CONTROL COMMITTEE AND CONSTRUCTION REQUIREMENTS

6.1. Concept.

It is intended that the Subdivision be developed into a residential community, improved with high quality homes.

6.2. Control Committee.

The Control Committee (the "Committee") shall be composed of not less than three (3) nor more than five (5) members. Except as provided in the following sentence, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be Owners of lots in the Subdivision. Notwithstanding the foregoing provision, Developer reserves the right to appoint all of the initial and successor members of the Committee, none of whom needs to be an Owner of a lot in the Subdivision, with such right to continue until (i) all of the Lots have been conveyed and houses constructed thereon, or (ii) Developer elects (by written instrument duly recorded in the office of the Chancery Clerk of DeSoto County, Mississippi) to terminate its control of the Committee, whichever of (i) or (ii) shall first occur. After Developer's control of the Committee has been terminated, then the NWHPOA Board of Directors shall have the power, from time to time, to change the membership of the Committee or to remove members of the Committee, and to appoint members to fill existing or available vacancies on the Committee, such action to be evidenced by a written

instrument duly recorded in aforesaid Chancery Clerk's Office, setting forth the names and addresses of the Committee members so appointed, and authorized to act. A majority of the then current members of the Committee may, from time to time, designate one or more representatives (who need not be members of the Committee) to act for it. Neither the members of the Committee, nor any representative designated to act for the Committee, shall be entitled to any compensation for services rendered or performed pursuant to the provisions of this Declaration.

6.3. Committee Approval.

No building, fence, wall, structure, or other improvement shall be commenced, erected or maintained upon any Lot in the Subdivision, nor shall any exterior addition, change, alteration or restoration of or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography. Except in the case of an emergency or imminent danger, or as required by a public utility having the right to impose such a requirement, no tree shall be cut or removed in connection with the initial or subsequent construction of buildings, fences, walls or other structures or improvements without the prior written approval, by the Committee, of a plan with respect thereto. In the event the Committee shall fail to approve or disapprove any construction or tree cutting or removal plans and specifications within thirty (30) days after the same shall have been submitted to it, then such approval will be deemed to have been given with

respect to the matters shown on such plans and specifications, and this Section 6.3 shall be deemed to have been fully complied with to that extent.

6.4. DESIGN CRITERIA, STRUCTURE.

6.4.1. Opening of garages should not be visible from the street unless approved by the architectural Control Committee. In cases where it is unavoidable and openings of garages are visible or partially visible from a street, electric automatic door closers shall be used. No open garage is to face a neighboring yard without screening approved by the Committee.

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

6.4.3. All radio, TV antennas, and telephone systems shall be installed in the interior of the residence in such a way as not to be visible from outside. No satellite communication system equipment larger than 20 inches in diameter, shall be permitted at residency or any other permitted buildings located on each LOT. All utility line connections between the main and primary utility lines and the residency and any other permitted buildings located on each LOT shall be concealed and located underground so as not to be visible.

An entry at the bottom of this page shows the statement “Prepared by: J.F. Lauderdale, 475 West Commerce, Hernando, MS 38632, 662-429-9092

An entry at the top of this page shows the signature of Jim Kimberlin. Under his signature the following is shown “Jim Kimberlin, President Kimberlin, Inc.” The date shown under his signature is “10/31/02”.

This page shows STATE OF MISSISSIPPI, COUNTY OF DESOTO

Entry underneath this states “This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid JIM KIMBERLIN, President of Kimberlin, Inc., the above named a corporation who acknowledged that for and on its behalf, Jim Kimberlin, signed, sealed and delivered the foregoing Declaration of Covenants and Restrictions on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 31st day of October, 2002”.

Below this statement the Seal of Notary Public and signature appears.

EXHIBIT “A”

LEGAL DESCRIPTION

DESCRIPTION OF NORTHWOOD HILLS SUBDIVISION SECTION “E” LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 12: TOWNSHIP 3 SOUTH; RANGE WEST; CITY OF HERNANDO IN DESOTO COUNTY MISSISSIPPI

Beginning at the northwest comer of the southwest quarter of Section 12; Township 3 South; Range 8 West: thence east 916.0 feet along said quarter section line to a point in the west right of way of the Illinois Central Gulf Railroad; thence southward 1645.23 feet along said right of way to the northeast corner of lot 181 of said subdivision and the point of beginning of the following parcel; thence southeastward along said right of way 383.06 feet to the northeast corner of lot 177 of said subdivision; thence south 20 degrees 03' east 103.54 feet to a point; thence south 5 degrees 35' east 89.28 feet to a point; thence south 30 degrees 09' west 171.7 feet to a point; thence south 7 degrees 45' west 157.63 feet to a point; thence south 6 degrees 26' west 233.85 feet to a point; thence south 8 degrees 39' west 89.32 feet to a point in the east right of way of Northwood Hills Drive; thence northward along the east right of way of Northwood Hills drive a distance of 660.64 feet to the northwest comer of lot 174 of said subdivision; thence north 64 degrees 00' east 150 feet to a point; thence north 28 degrees 15' west 130.10 feet to a point; thence north 6 degrees 20' west 140.77 feet to a point, thence north 10 degrees 29' east 91.76 feet to a point; thence north 42 degrees 38' east 166.84 feet to the point of beginning and containing 8.86 acres more or less. All bearings are magnetic.

DECLARATION OF COVENANTS AND RESTRICTIONS

NORTHWOOD HILLS SUBDIVISION

SECTION D

DECLARATION OF COVENANTS AND RESTRICTIONS
Northwood Hills Section D
Section 12, Township 3, Range 8
City of Hernando, DeSoto County Mississippi
Phase II Plat Book 7.6, Page 4

THIS DECLARATION, made this 20th day of July, 2001, by Kimberlin, Inc. a Mississippi Corporation (hereinafter "Developer" or "Declarant").

WITNESSETH

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached to this Declaration (hereinafter "the Property") and desires to create thereon a residential community which shall be known as "Northwood Hills Section D" (hereinafter the "Subdivision").

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of certain open spaces and other common facilities; and to this end, desires to subject the Property to these covenants, restrictions, easements and charges for the benefit of the Property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the preservation of the values and amenities in the community, to create the Northwood Hills Homeowners Association (hereinafter the "Association") to which shall be delegated the powers of managing, maintaining, administering and enforcing these covenants and restrictions, and the care of Association property, and doing all other things necessary to preserve the values and amenities of this community, and

NOW THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE II

2.1. Creation. Declarant has caused or will hereinafter cause the Northwood Hills Property Owners Association (NWHPOA) a Mississippi Non-Profit Corporation, to be formed for the purpose of providing a non-profit organization to service representative of Declarant and Owners of any lot in any part of the subdivision which is now or hereinafter made subject to this Declaration.

2.2. Definitions. For purposes of this Article, the following are defined terms, to wit:

(a) "Association" shall mean and refer to Property Owners Association, its successors and assigns.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be brought within the jurisdiction of the Association.

(d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

(e) "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

(f) "Declarant" shall mean and refer to Development Company, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

2.3. Purpose. The NWHPOA is (or will be) formed for the creation, operation, management, and maintenance of all of the committees, services, or facilities herein set forth; the enforcement of all covenants contained herein; the assessment, collection, and application of all charges imposed hereunder or

liens created hereby; and such other purposes as or will be set forth in the Charter and By-Laws of

2.4. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

2.5. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family residing on the property, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1. Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2. Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b)

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner, excluding the Declarant, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a controlling lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation,

health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

4.3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred and no/100 Dollars ($200.00) per Lot.

The Board of Directors of BRPOA (NWHPOA) shall fix the amount of annual assessment of each Lot in January of each year after its organization.

4.4. Special Assessment for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5. Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

4.8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner shall waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

5.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

5.3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarant prior to conveyance of the first Lot in the subdivision and thereafter by an instrument signed by at least seventy-five (75%) percent of the Lot Owners in the subdivision. Any amendment must be recorded.

5.4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

5.5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties; dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VI

CONTROL COMMITTEE AND CONSTRUCTION REQUIREMENTS

6.1. Concept. It is intended that the Subdivision be developed into a residential community, improved with high quality homes.

6.2. Control Committee. The Control Committee (the "Committee") shall be composed of not less than three (3) nor more than five (5) members. Except as provided in the following sentence, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be Owners of Lots in the Subdivision. Notwithstanding the foregoing provision, Developer reserves the right to appoint all of the initial and successor members of the Committee, none of whom needs to be an Owner of a lot in the Subdivision, with such right to continue until (i) all of the Lots have been conveyed and houses constructed thereon, or (ii) Developer elects (by written instrument duly recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi) to terminate its control of the Committee, whichever of (i) or (ii) shall first occur. After Developer's control of the Committee has been terminated, then the PPOA (NWHPOA) Board of Directors shall have the power, from time to time, to change the membership of the Committee or to remove members of the Committee, and to appoint members to fill existing or available vacancies on the Committee, such action to be evidenced by a written instrument duly recorded in aforesaid Chancery Clerk's Office, setting forth the names and addresses of the Committee members so appointed, and authorized to act. A majority of the then current members of the Committee may, from time to time, designate one or more representatives (who need not be members of the Committee) to act for it. Neither the members of the Committee, nor any representative designated to act for the Committee, shall be entitled to any compensation for services rendered or performed pursuant to the provisions of this Declaration.

6.3. Committee Approval. No building, fence, wall, structure, or other improvement shall be commenced, erected or maintained upon any Lot in the Subdivision, nor shall any exterior addition, change, alteration or restoration of or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography. Except in the case of an emergency or imminent danger, or as required by a public utility having the right to impose such a requirement, no tree shall be cut or removed in connection with the initial or subsequent construction of buildings, fences, walls or other structures or improvements without the prior written approval, by the Committee, of a plan with respect thereto. In the event the Committee shall fail to approve or disapprove any construction or tree cutting or removal plans and specifications within thirty (30) days after the same shall have been submitted to it, then such approval will be deemed to have been given with respect to the matters shown on such plans and specifications, and this Section 6.3 shall be deemed to have been fully complied with to that extent.

6.4. Design Criteria, Structure.

6.4.1. Opening of garages should not be visible from the street unless approved by the architectural Control Committee. In cases where it is unavoidable and openings of garages are visible or partially visible from a street, electric automatic door closers shall be used. No open garage is to face a neighboring yard without screening approved by the Committee.

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

6.4.3. All radio and T.V. antennas shall be installed in the interior of the residence in such a way as not to be visible from outside. No satellite communication system equipment or {End of paragraph does not continue on to Page 0344}

Top left side of page shows signature of “Jim Kimberlin” and date of “7-17-01”.

Below this signature and date the following statement is shown “Personally appeared before me, the undersigned authority, in and for said county aforesaid Jim Kimberlin, who acknowledged that they signed and delivered the foregoing instrument for the purpose therein mentioned. Given under my hand and seal this the 17 day of July, 2001”.

Below this statement the Seal of Notary Public and signature appears. Below the seal the following statement appears “Prepared by J.F. Lauderdale, 9123 Pigeon Roost, Olive Branch, MS 38654, 662- 895-0422” as the last entry on page 0344.

DECLARATION OF COVENANTS AND RESTRICTIONS

NORTHWOOD HILLS SUBDIVISION

SECTION C

RESTRICTIVE COVENTS FOR NORTHWOOD HILLS SECTION“C”

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ON ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2010, AT WHICH TIME SAID COVENANTS SHALL EXTEND FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE THE SAID COVENANTS, IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN THIS SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, AND EITHER PREVENT HIM OR THEM FROM RECOVERING DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION'S OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE EFFECT ANY OF THE OTHER COVENANTS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

1. ALL LOTS IN THE SUBDIVISION SHALL BE FOR RESIDENTIAL USE ONLY AND NO LOTS SHALL BE RESUBDIVIDED INTO SMALLER LOTS.

2. NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN A SINGLE FAMILY DWELLING UNLESS APPROVED BY THE DEVELOPER OR THE ARCHITECTURAL CONTROL COMMITTEE.

3. NO FENCE, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED ON ANY LOT WHICH WILL BE CLOSER TO THE STREET THAN THE FRONT MINIMUM BUILDING LINE. NO ELECTRIC FENCES OR BARBED WIRE FENCES WILL BE PERMITTED IN THE SUBDIVISION.

4. NO TRAILERS, BASEMENTS, TENTS, SHACKS, GARAGES, BARNS, OR ANY OUTBUILDINGS ERECTED IN THE SUBDIVISION SHALL AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. NO CARS OR TRUCKS WILL BE ALLOWED TO REMAIN IN THE SUBDIVISION AREA WITHOUT THE PROPER CITY STICKERS AND DESOTO COUNTY LICENSE TAGS.

5. NO SIGNS SHALL BE PERMITTED IN THE SUBDIVISION LARGER THAN FIVE SQUARE FEET IN AREA.

6. THE TOTAL MINIMUM HEATED AREA OF ANY RESIDENCE IN THE SUBDIVISION, EXCLUSIVE OF OPEN PORCHES, OR CAR PORTS SHALL BE 1200 SQUARE FT. EXTERIOR OF ALL OUT BUILDINGS TO MATCH HOME EXTERIOR.

7. ALL CONSTRUCTION ON THE LOTS IN THE SUBDIVISION MUST BE APPROVED BY THE DEVELOPER OR AN ARCHITECTURAL CONTROL COMMITTEE WHICH WILL BE SET UP AT SUCH TIME AS THE DEVELOPER DECIDES TO. APPROVAL FOR THE CONSTRUCTION MUST BE OBTAINED FROM THE DEVELOPER OR ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY CONSTRUCTION CAN BEGIN.

8. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS, AND OTHER SMALL TYPE PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR COMMERCIAL PURPOSE. A PROPER PEN, AND OR SHELTER SHALL BE PROVIDED FOR SUCH ANIMALS AND THESE ANIMALS WILL NOT BE ALLOWED TO RUN "LOOSE" IN THE SUBDIVISION.

9. ALL BUILDINGS IN THE SUBDIVISION SHALL BE REQUIRED TO MEET THE MINIMUM BUILDING CODE OF THE CITY OF HERNANDO. ALL CONSTRUCTION SHALL BE REQUIRED TO BE COMPLETED WITHIN 12 MONTHS FROM THE DATE OF THE BEGINNING OF THE CONSTRUCTION.

10. THERE IS A 25 FOOT MINIMUM FRONT YARD SET BACK FOR THE LOTS, A 20 FOOT MINIMUM REAR YARD SET BACK, AND THERE SHALL BE PROVIDED TWO SIDE YARD SET BACKS, HAVING A MINIMUM OF 5 FEET; HOWEVER, THE SUM OF THE WIDTHS OF BOTH SIDE YARDS SHALL BE 10 FEET. THERE IS A 3 FOOT UTILITY EASEMENT ALONG THE SIDE LOT LINES AND A 10 FOOT UTILITY EASEMENT ALONG THE FRONT AND REAR LINES OF EACH LOT EXCEPT AS NOTED ON THE PLAT.

11. NO RADIO OR TELEVISION TRANSMISSION OR RECEIVING TOWERS OR ANTENNAE OF MORE THAN 10 FEET IN HEIGHT ABOVE THE ROOF OF THE HOUSE SHALL BE PERMITTED AND NO TELEVISION DISHES GREATER THAN 24 INCHES IN DIAMETER WILL BE PERMITTED IN THE SUBDIVISION.

DECLARATION OF COVENANTS AND RESTRICTIONS

NORTHWOOD HILLS SUBDIVISION

SECTION B

RESTRICTIVE COVENTS FOR NORTHWOOD HILLS SECTION “B”

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ON ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2010, AT WHICH TIME SAID COVENANTS SHALL EXTEND FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE THE SAID COVENANTS, IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN THIS SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, AND EITHER PREVENT HIM OR THEM FROM RECOVERING DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION'S OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE EFFECT ANY OF THE OTHER COVENANTS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

1. ALL LOTS IN THE SUBDIVISION SHALL BE FOR RESIDENTIAL USE ONLY AND NO LOTS SHALL BE RESUBDIVIDED INTO SMALLER LOTS.

2. NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN A SINGLE FAMILY DWELLING UNLESS APPROVED BY THE DEVELOPER OR THE ARCHITECTURAL CONTROL COMMITTEE.

3. NO FENCE, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED ON ANY LOT WHICH WILL BE CLOSER TO THE STREET THAN THE FRONT MINIMUM BUILDING LINE. NO ELECTRIC FENCES OR BARBED WIRE FENCES WILL BE PERMITTED IN THE SUBDIVISION.

4. NO TRAILERS, BASEMENTS, TENTS, SHACKS, GARAGES, BARNS, OR ANY OUTBUILDINGS ERECTED IN THE SUBDIVISION SHALL AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. NO CARS OR TRUCKS WILL BE ALLOWED TO REMAIN IN THE SUBDIVISION AREA WITHOUT THE PROPER CITY STICKERS AND DESOTO COUNTY LICENSE TAGS.

5. NO SIGNS SHALL BE PERMITTED IN THE SUBDIVISION LARGER THAN FIVE SQUARE FEET IN AREA.

6. THE TOTAL MINIMUM HEATED AREA OF ANY RESIDENCE IN THE SUBDIVISION, EXCLUSIVE OF OPEN PORCHES, OR CAR PORTS SHALL BE 1200 SQUARE FT. EXTERIOR OF ALL OUT BUILDINGS TO MATCH HOME EXTERIOR.

7. ALL CONSTRUCTION ON THE LOTS IN THE SUBDIVISION MUST BE APPROVED BY THE DEVELOPER OR AN ARCHITECTURAL CONTROL COMMITTEE WHICH WILL BE SET UP AT SUCH TIME AS THE DEVELOPER DECIDES TO. APPROVAL FOR THE CONSTRUCTION MUST BE OBTAINED FROM THE DEVELOPER OR ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY CONSTRUCTION CAN BEGIN.

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12. ALL LOT OWNERS IN THIS SUBDIVISION SHALL BECOME MEMBERS OF THE NORTHOOD HILLS HOME OWNERS ASSOCIATION AND HAVE ALL RIGHTS AND PRIVILEGES AS MEMBERS.

FOLLOWING STATEMENT APPEARS ON THE BOTTOM OF THIS PAGE "AGREEMENT ARTICLE II NORTHWOOD PROPERTY OWNERS ASSOCIATION RECORDED IN POWER OF ATTORNEY/BOOK NO. 75 PAGE 365 THIS THE 17TH DAY OF SEPTEMBER 1997. W.E. DAVIS CHANCERY CLERK. J. F. LAUDERDALE L.S.P.E. 9123 PIGEON ROOST, OLIVE BRANCH MISSISSIPPI 38654."

ARTICLE II

2.1. Creation. Declarant has caused or will hereinafter cause the Northwood Hills Property Owners Association (NWHPOA) a Mississippi Non-Profit Corporation, to be formed for the purpose of providing a non-profit organization to service representative of Declarant and owners of any lot in any part of the subdivision which is now or hereinafter made subject to this declaration. Filed in Plat book 58, Page 22-24 & Plat Book 58, Page 25-26.

2.2. Definitions. For the purpose of this Article, the following are defined terms, to wit:

(a) "Association" shall mean and refer to Property Owners Association, its successors and assigns.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may be brought within the jurisdiction of the Association.

(d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

(e) "Lot" shall mean and refer to any lat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

(f) "Declarant" shall mean and refer to Development Company, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

2.3. Purpose. The NWHPOA is (or will be) formed for the creation, operation, management, and maintenance of all of the committees, services, or facilities herein set forth; the enforcement of all covenants contained herein; the assessment, collection, and application of all charges imposed hereunder or liens created hereby; and such other purposes as or will be set forth in the Charter and By-Laws of

2.4. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any art of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

2.5. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family residing on the property, his tenants, or contract purchasers who reside on the property.

DECLARATION OF COVENANTS AND RESTRICTIONS

NORTHWOOD HILLS SUBDIVISION

SECTION A

RESTRICTIVE COVENTS FOR NORTHWOOD HILLS SECTION “A”

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ON ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2010, AT WHICH TIME SAID COVENANTS SHALL EXTEND FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE THE SAID COVENANTS, IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN THIS SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, AND EITHER PREVENT HIM OR THEM FROM RECOVERING DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION'S OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE EFFECT ANY OF THE OTHER COVENANTS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

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3. NO FENCE, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED ON ANY LOT WHICH WILL BE CLOSER TO THE STREET THAN THE FRONT MINIMUM BUILDING LINE. NO ELECTRIC FENCES OR BARBED WIRE FENCES WILL BE PERMITTED IN THE SUBDIVISION.

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(c) "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may be brought within the jurisdiction of the Association.

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(f) "Declarant" shall mean and refer to Development Company, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

2.3. Purpose. The NWHPOA is (or will be) formed for the creation, operation, management, and maintenance of all of the committees, services, or facilities herein set forth; the enforcement of all covenants contained herein; the assessment, collection, and application of all charges imposed hereunder or liens created hereby; and such other purposes as or will be set forth in the Charter and By-Laws of

2.4. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any art of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has bee recorded.

2.5. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family residing on the property, his tenants, or contract purchasers who reside on the property.

JOINDER OF PLAT

WHEREAS, KIMBERLIN, INC. is the owner of a 14.00 acre parcel located in the southwest quarter of Section 12, Township 3 South, Range 8 West, City of Hernando, DeSoto County, Mississippi and which 14.00 acre parcel is now known as Northwood Hills, Section A, as recorded at Plat Book 58, Pages 22-24 in the office of the Chancery Clerk of DeSoto County Mississippi;

WHEREAS, aforedescribed plat incorrectly reflected the owners as James C. Kimberlin, when, in fact, the owner is Kimberlin, Inc;

WHEREAS, Kimberlin, Inc., does hereby execute this Joinder of Plat for the purpose of adopting said plat of subdivision as shown in Plat Book 58, Page 22-24, I the office of the Chancery Clerk of DeSoto County, Mississippi, as if originally executed by the undersigned and as filed in the office of the Chancery clerk of DeSoto County, Mississippi.

This the 25th day of September 1997.

KIMBERLIN, INC
Signed by Jim Kimberlin, President
STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersignd authority in and for the said county and state, on this the 25th day of September, 1997, within my jurisdiction, the within named JIM KIMBERLIN, who acknowledged that he is President of Kimberlin, Inc., a Mississippi corporation, and that for and on behalf of the 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.

Prepared by and signed by Kenneth E. Stockton, 5 West Commerce Street, Hernando, MS 38632.