

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE WOODS SUBDIVISION  
PHASE I



SCANNED

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

MAY

THIS DECLARATION is made, executed and declared on this the 24 day of ~~June~~, 2004, by C.J. INVESTMENTS, LLC, A Mississippi Limited Liability Company for itself, its successors, grantees, and/or assigns, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Harrison County, Mississippi, First Judicial District, which is more particularly described as follows, to-wit:

Lots 1-28, inclusive, THE WOODS SUBDIVISION, PHASE I, Harrison County, Mississippi, First Judicial District, according to a plat thereof recorded in Plat Book 45 at Page 18 of the public records of the First Judicial District of Harrison County, Mississippi.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. NATURE AND PURPOSE OF OBLIGATIONS

The obligations, easements, conditions and restrictions set forth in this Declaration constitute a general plan for the development, protection and maintenance of the Subdivision to enhance the value, desirability and attractiveness of the homes for the benefit of all owners of lots therein. These obligations, easements, restrictions and conditions are imposed upon Declarant, the Association, and upon all owners of lots for the benefit of all lots and their owners and shall bind the owners of all such lots, their successors and assigns, hereby specifying that said declarations shall constitute covenants to run with all the land, and shall be binding on all parties and persons claiming any right, title, or interest in said land. All such obligations, easements, conditions and restrictions are intended as and are hereby declared to be reciprocal and perpetual easements established as a restriction on each lot respectively in the Subdivision for the benefit of each other lot in the Subdivision. Each owner of a lot and home shall be vested with the full and entire right of ownership of such lot and home.



*[Signature]*  
1st Judicial District  
Instrument Number 2004 7684 D-J1  
Filed/Recorded 9 10 2004 10 6 A  
Total Fees 8.00  
14 Pages Recorded

II. EASEMENT

1. This Declaration of obligations, easements, conditions and restrictions shall be subject to all easements heretofore or hereafter granted by the Declarant or its successors and assigns for the installation or maintenance of utilities and drainage facilities that are reasonably necessary to the development of the Subdivision and all easements for drainage, sidewalks and parking areas.

2. Easements over the Subdivision for installation and maintenance of utilities and drainage facilities as shown on the maps of the Subdivision filed with the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and are granted in favor of the City of Gulfport, Harrison County, and all utility companies which may service any portion of the Subdivision. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

3. Easements over lots that are required in order that it may carry out its duties and powers are reserved by Declarant, its successors and assigns, for the benefits of the Homeowners Association.

4. No building permit shall be issued before the Mississippi State Board of Health approves the sewage and water systems. Whenever the subdivision is served by community (central water system) no private water supply may be drilled or otherwise constructed on any lot for the purpose of supplying potable water to any building or structure, except for the purpose of irrigation, and in no event shall there be a physical connection between any such source and any element of the community water system. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the lot being serviced and shall pass with each conveyance of the lot and run with the land.

III. RESTRICTIONS UPON RESIDENTIAL LOTS

1. No buildings, fences, or improvements shall be erected, placed or altered or remodeled on any lot until the specifications and plans have been approved by the Board of Directors. A copy of the plans shall be furnished to the Board of Directors thirty (30) days prior to obtaining a building permit. The Board of Directors shall have the authority to retain one copy of the plans and specification after approval or disapproval has been given. No approval shall be required for mailboxes or driveways except that driveways on corner lots shall not be located any closer than sixty (60) feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two street rights-of-way intersect. No structure of any type may be built or located within an area designated as a 100 year flood plan (Zone A) or wetland designated on the plat.

2. Any building erected, placed, altered or remodeled shall be constructed entirely of brick, brick veneer, stucco, wood or stone or any combination thereof. No building shall be erected, placed, altered or remodeled exteriorly with asbestos, pressboard, metal siding, corrugated or galvanized siding or any imitation material, unless approved by the Board of Directors. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to the Southern Building Code Standards and must be completed within six (6) months from the date construction is commenced. All utilities shall be provided underground. All of the Lots shall be used and occupied as single family residences and no structures shall be erected, altered, placed or permitted to remain other than one single family dwelling with a private garage for not more than three (3) vehicles and one (1) storage or outbuilding such as equipment sheds, animal shelters, and greenhouses, which shall be located to the rear of the home. Provided, however, Declarant and his agents shall have the right to use a lot and put a mobile home on such lot as a temporary sales office for marketing and development purposes. Such storage or outbuildings shall not be constructed or used until the home on the lot is completed or under construction.
3. Nothing herein contained shall be construed to permit any building to encroach upon other lots now owned by the same party except by agreement between adjoining owners.
4. No structure shall be located on any lot in the subdivision nearer than fifty (50) feet to the front lot line, and nearer than twenty-five (25) feet from the side and rear lot lines. This restriction shall not apply to driveways, mailboxes or fences.
5. Easements for the installation and maintenance of utilities, sewerage, passage and other public purposes are reserved as shown on the official plan referred to above and as set out previously.
6. No animals except domestic pets shall be kept on any lot and in the event such domestic pets are kept, they shall at all times be kept either in the residence or in a completely fenced yard and may not be kept or raised for any commercial purpose, but rather for personal enjoyment. No large animals, livestock, goats, swine, or poultry shall be bred, kept, or raised on any lot.
7. All fences to be constructed on any lot or building site must be approved by the Board of Directors. No fences shall be erected on a lot that does not have a building constructed on that particular lot. No approved fence shall be erected on any lot beyond the front of the building on the lot. Fences in the back yard shall be made of wood, vinyl, masonry, stucco, metal, or chain link only. No other type of wire fencing shall be allowed.
8. No structure of a temporary character, trailer, basement, tent, shack, shed, garage, barn or other building shall be used on any lot at any time as a residence or a place of business either temporarily or permanently except movable construction.

shacks or trailers during the construction period only. No structure in addition to the main building shall be constructed of materials which do not conform in every respect to the exterior construction of the main building constructed on the lot.

9. Individual sewage disposal systems shall be installed in accordance with the Mississippi State Board of Health.

10. Parking of vehicles shall be permitted only on well-defined parking areas. The parking areas shall be paved with concrete only and no parking shall be permitted on areas other than well-defined concrete areas as stated above.

11. No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public. No nuisance shall be allowed upon the Properties, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit clothes, towels, or other items of personal property to be hung, draped, or otherwise displayed on the patio for the purpose of drying or for any other purpose in a manner which would allow said clothing, towel or other personal property to be viewed by any other person occupying or using the properties. No Owner shall permit any noise to originate from his home that would be an annoyance or nuisance to occupants of adjoining Lots.

12. No permanent billboard shall be constructed on any lot. This provision shall not prohibit the erection of a sign identifying the premises "For Sale" and sale information, General contractor's sign, or lender's sign, provided the sign is of professional design and is no larger than 3 feet square. Declarant, builders, lenders, and their agents shall have the right to place larger signs at the entrance of the THE WOODS SUBDIVISION until all lots in this development are sold.

13. There shall be no more than one living unit constructed on any one lot.

14. Each dwelling shall be constructed with at least 1,800 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches. The minimum pitch of the roof of the main body of all dwellings shall be a 7 and 12 pitch.

15. The discharge of firearms within THE WOODS SUBDIVISION is expressly prohibited.

16. No trees may be cut or removed excepted for building sites and other improvements without the prior written approval of the Board of Directors which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or whitewashed.

17. All contractors must keep all lots free from trash and debris and must maintain a Portable outdoor toilet on the lot during the construction period.
18. Each owner of the lot occupied by a living unit shall be responsible for the care of the grass, trees, shrubbery, flowers, fence and driveways.
19. Each owner of lot occupied by a living unit shall keep the exterior of said living unit reasonably maintained, including garages or carports.
20. In the event any owner of a lot occupied by a living unit does not provide the reasonable maintenance provided for in the two preceding paragraphs, the Board of Directors of the Homeowners Association may give the delinquent owner thirty (30) days written notice of his maintenance deficiency and if said delinquent owner fails to correct the said deficiency within thirty (30) days thereafter, said Board may cause said deficiency to be corrected at the expense of the delinquent owner and a lien on the delinquent owners property for the value of the expenses incurred in correcting the maintenance deficiency, including the collection of reasonable attorney's fees and court costs.
21. Enforcement of these restrictions shall be by proceedings at law against any person violating or attempting to violate any restrictions, or failing to comply with the mandatory exterior maintenance above mentioned.
22. These provisions are separable and invalidation of any one of the restrictions shall in no manner affect any of the other restrictions which shall remain in full force and effect.
23. No boat, boat trailer, house trailer, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger vans shall be parked or stored in any driveway or on any Lot in the subdivision or on the street or road right-of-way in front of any such Lot so as to be visible from the street or be visible to the other residences in the subdivision. Any such vehicles, machines, equipment and apparatus must be parked or stored on the rear of the property behind the dwelling, and screened from view to the satisfaction of the Board of Directors. All vehicles belonging to Owners or tenants occupying any dwelling, building site or lot in the subdivision must be operable and not in storage and/or being repaired. No trailer/tractor, bus, or other commercial vehicle shall be parked on any lot, building site, or adjoining street right-of-way overnight.
24. If one or more lots, or one lot and all or a portion of an adjacent lot, or two or more fractional parts of adjoining lots, within the subdivision, are utilized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent lots may be utilized as a single family residential building site or plot,

6

provided that no such building site or plot shall contain fewer square feet than the smallest platted lot within the subdivision nor have a width, at the building setback line, of the smallest platted lot within the subdivision.

V. THE HOMEOWNERS ASSOCIATION-MEMBERSHIP AND VOTING RIGHTS.

1. The Homeowners Association is as set out in the Articles of Incorporation of THE WOODS HOMEOWNERS ASSOCIATION, INC. The membership, voting rights, powers and duties shall be as set out in said Articles of Incorporation and By-Laws, which Articles and By-Laws are a part of these Declarations.

In consideration for the acceptance of the duties and obligations by the Homeowners Association, Declarant does hereby transfer and deliver, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty Appearer may have, unto the Homeowners Association all property shown and identified as "Common Properties", if any, as shown on the map of the Subdivision filed with the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

2. Membership. Each and every Owner of a Lot is subject to Assessment shall be a Member of the Association. Association Membership shall be appurtenant to and may not be separated from ownership of any lot. If a Lot is owned by more than one individual or legal entity, the Owners shall designate in writing which of the Owners shall be the Member of the Association. If any person, corporation, trust, estate or other legal entity, including the Declarant, shall own multiple lots, then such Owner shall be entitled to one vote per lot owned.

3. The Association shall have only one class of voting membership, which shall include all Members, and each Member shall be entitled to one vote for each Lot owned.

4. The affairs of the Association shall be conducted by a Board consisting of three (3) directors who must be lot owners elected by the affirmative vote of a majority of the Members present at the annual meeting of the Association; provided, however, that the Declarant or its successor or assigns shall have the exclusive right to appoint the Members of the initial Board of Directors of the Association. The initial Board of Directors who need not be Lot Owners, shall be appointed to one, two, and three year terms respectively. Each appointee shall serve until replaced by a person elected by the lot owners of record. The Board of Directors shall monitor all construction to see that these covenants, conditions, and restrictions are complied with; however, this Board is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof or any component of any house or other component of any house or other improvement, whether caused by defective material or defective workmanship. The first election of members for election of the initial Board of Director to replace the initial

appointee to the Board of Directors shall not occur until the earlier of one of the following:

- (a) One year from the date of the sale of one hundred percent (100%) of all of the Lots, or
- (b) At the first Annual Property Owners Association meeting to be held in December, 2004.

6. The first annual meeting of the THE WOODS HOMEOWNER'S ASSOCIATION, INC., shall be held on a date and at a time and place set by Declarant in December 2004. Future annual meeting dates, time and locations shall be determined at that time. For purposes of carrying on business of the Home Owners Association, the owner or owners of each lot shall have one (1) vote per lot. One-third of all lot owners present shall constitute a quorum. A simple majority of Fifty-one (51%) of those present shall be sufficient to pass any matters of business before the association.

7. A majority of the lot owners may call a Special Meeting of the Home Owner's Association at any time by filing with the Secretary of the Association a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the Special Meeting must be sent to all lot owners of record by certified mail, return receipt requested, at least thirty (30) days prior to the date of a meeting but no more than sixty (60) days prior to the meeting. For purposes of carrying on business of the Homeowner's Association, the owner or owners of each lot shall have one (1) vote per lot. Two-thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the association.

VI. OBLIGATION FOR ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS

1. Each owner of a lot by acceptance of a title thereto, whether or not so expressed in the act of conveyance, is deemed to agree to pay to the Homeowners Association: (a) Annual Assessments or charges for maintenance and (b) special assessments for capital improvements, except that Declarant shall not be obligated to pay same except as otherwise provided for herein. Both annual assessments and special assessments may vary during the time pending of these covenants as deemed necessary and advisable by the Board. Any Annual assessments and special assessments not paid timely shall constitute a lien for the unpaid annual charge or special assessment together with interest, costs, and reasonable attorney's fees, in favor of the Homeowners Association on the lot or lots together with the improvements thereon against which each such charge or assessment is made. The lien shall be effective only as of the time that the Homeowners Association files an affidavit in the appropriate records of the First Judicial District of Harrison County, Mississippi, describing the amount of the charges and assessments unpaid, the lot on which the same are unpaid and the owner of such lot whose obligation it is to

9

pay the same. Each such charge or 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 lot at the time the charge or assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and sightly appearance within THE WOODS SUBDIVISION. The Declarant, Property Owners Association and the Board of Directors, each, reserves and shall have the right but not the obligation to cut the grass for which the lot owner shall pay the Property Owners Association not less than \$100.00 dollars for each cutting of their lot up to six (6) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of a statement rendered by the Board of Directors and agrees that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot from the time that the Homeowners Association files an affidavit in the appropriate records of the First Judicial District of Harrison County, Mississippi, until paid.

3. The assessments levied by the Association shall be used exclusively to maintain and care for common landscaping; for maintaining lighting to the entranceways, fenceways attached to entranceways and appurtenant landscaping; and for maintaining and lighting entranceway signs.

4. Owners of lots shall pay annual assessments per lot imposed in accordance with the following:

(a) The initial Annual Assessment is One Hundred Dollars (\$100.00) per lot per year through calender year ending December 31, 2004, and thereafter the amount of the annual assessment shall be set by the Homeowners Association. The annual assessment or the pro-rata part thereof shall be paid at the time of each lot purchase. Thereafter, the annual assessment shall be due in advance on January 1 of each of calender year thereafter.

(b) From and after December 31, 2008, Declarant shall be responsible for paying annual assessments for any lots that remain unsold after December 31, 2008.

(c) The Board of Directors shall have the authority to fix the annual assessment after December 31, 2004.

5. The Board of directors shall notify the owners of lots of any changes in the annual assessment or imposition of a special assessment at least thirty (30) days in advance of the effective date of the new charge.

6. Any maintenance charge or annual assessment not paid within thirty (30)



days after the due date shall bear interest from the due date at the rate filed by the Board of Directors with a maintenance charge or assessment, which in the absence of Board action, shall be twelve percent (12%) per annum. The Homeowners Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law.

7. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, if any, or in the subdivision, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose.

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

9. Any special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (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 may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, if any, or abandonment of his Living Unit. The Association may suspend the voting rights of an Owner for any period during which any assessment against his Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

10. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering any Lot, parcel or Living Unit within the subdivision. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit pursuant to foreclosure of a first mortgage 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 Living Unit from liability of any assessments thereafter becoming due or from the lien thereof.

#### VII. DURATION OF COVENANTS

1. These covenants shall remain in full force and effect for twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10) years thereafter unless, prior to any renewal date an instrument signed by not less than 2/3 of the lot owners is filed for record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

2. This Declaration may be amended anytime during the initial twenty-five (25) year period or any extensions thereof by Declarant or its nominees, provided the own at least Fifty-one (51%) of the numbered lots in the subdivision. The covenants may also be amended by the written consent of at least seventy-five (75%) of the Lot Owners, exclusive of their mortgagees. Any amendment must be recorded.

3. Notwithstanding anything herein contained herein to the contrary, the Declarant reserves and shall have the right for a period of 5 years from the date of recording of these Covenants, Conditions and Restrictions to unilaterally amend this Declaration in whole or in part in order to (1) conform this Declaration to the requirements of any governmental agency, federal, state or local, (2) to conform to the requirements of any mortgage lender, or (3) to insure the reasonable development of the property. The Declarant shall contain total control of the property, the development thereof, and the improvements thereon including, without limitation, plan approval, until the development is complete and all of the lots have been sold.

#### VIII. BREACH OF OBLIGATIONS UNDER THE DECLARATION OR THE ARTICLE OR BY-LAWS OF THE ASSOCIATION

1. The failure to any lot owner to comply with the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Homeowners Association shall give rise to cause of action in favor of the Homeowners Association and the Declarant, or its successors, for the recovery of damages, or for injunctive relief or both.
2. The remedies herein provided for breach of the obligations contained in this Declaration shall be deemed cumulative and not exclusive.
3. The failure of the Homeowners Association to enforce any of the obligations contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.
4. A breach of any of the obligations contained in this Declaration shall not affect or impair the lien or charge of any bonafied Deed of Trust on any lot or the improvements thereon; provided, however that any subsequent owner of such lot shall be bound by said obligations, whether such owner's title was acquired by foreclosure sale or otherwise.

#### IX. BOARD OF DIRECTORS APPROVAL OF PLANS

1. In order to enforce the building restrictions established for the development, no building, fence, wall or other structure or additional landscaping (except all original construction and improvements, including landscaping by the Declarant within the Subdivision and landscaping within the enclosed private patio areas)

shall be erected, altered or repaired until the building plans, specifications and plat plans showing the location, elevation and grade lines of such buildings or structure, or such other description of the proposed work as shall be furnished to and approved in writing by the Board of Directors. One set of plans, specifications and plat plans or other descriptions shall be submitted to the Board of Directors. The Board of Directors, before giving such approval, may require that changes be made to comply with the requirements as have been established in the said restrictions, may impose as to the structural features of said building or other structure, the type of building material used, or other features or characteristics thereof not expressly covered by any of the provisions of this instrument, including the location of the building or other structure with respect to topography and finished ground elevations. The Board of Directors may also require that the exterior finish and color, and the architectural style or character of such building or other structure shall be such as in the discretion of the Board of Directors shall be deemed to be suitable in view of the general architectural style and character of structures erected in the Subdivision.

2. The repainting of the exterior surface of any building or other structure in the Subdivision and the repairing and refinishing of the roof of any building shall be the concern of the Homeowners Association and such surfaces shall not be repainted or refinished until the Board of Directors shall have given its written approval.

3. Neither the Homeowners Association, the Board of Directors, nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications, or in the structures and improvements.

4. When a building or other structure has been erected or its construction substantially advanced and the building is located on any lot or building site in a manner that constitutes a violation of these covenants, conditions and restrictions or the building setback lines shown on the recorded plat, or if the Board of Directors, in their sole discretion, determines that a variance is desirable in order to best accommodate the location of a planned building on a particular lot, the Board of Directors may release the lot or building site, or parts of it, from any part of the covenants, conditions and restrictions, or setback lines, that are violated. The Board of Directors shall not give such a release except for a violation that is determines to be minor or insubstantial violation in their sole discretion. Provided, however, that the Board of Directors shall have no authority to grant a variance of a Harrison County regulation, including, but not limited to, those that may be contained in these covenants, conditions and restrictions. Neither the Board of Directors of the Association nor any of the respective members, shall in any way be liable or be held liable to any Owner, the Association, or any other person or entity resulting from their good faith exercise of discretionary authority conferred by this Section.

XII. TERM, SCOPE, DURATION, AMENDMENT AND FHA/VA APPROVAL

1. This Declaration and the obligations herein contained shall be in effect for a period of fifty (50) years from this date and shall be automatically extended for successive periods of ten (10) years unless, within six (6) months prior to the expiration of the initial term or any ten (10) year renewal period, a written agreement executed by the then record owners of more than three-fourths (3/4) of the lots shall be placed on record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi by the terms of which agreement the effectiveness of this Declaration is terminated or the obligations herein contained are extinguished in whole or in part to all or any part of the Subdivision then subject thereto.

2. This Declaration may be amended, modified, supplemented, or deleted in part during the first twenty(20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the lot owners.

3. Any change to this Declaration shall be effective upon recordation thereof in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi. No change to this Declaration shall be effective if such change violates any of the laws or ordinances of the City of Gulfport, Harrison, or the State of Mississippi.

XIV. NOTICES

In each instance in which notice is to be given to the owner of a lot, the same shall be in writing and may be delivered personally in which case personal delivery of such notice to one, two or more of the co-owners of a lot, or to any general partner of a partnership owning such a lot, shall be deemed delivery to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the owner of such lot at the most recent address furnished by such owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such lot, and any notice so deposited in the mail within Harrison County, Mississippi, shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Homeowners Association may be delivered personally to any member of the Board, or delivered in such other manner as may be authorized by the Homeowners Association. Any notice to be given to the Homeowners Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within Harrison County, Mississippi, shall be deemed delivered forty-eight (48) hours after such deposit.

XV. SEVERABILITY

Should any portion of this Declaration be void or be or become unenforceable in law, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

XVI. CONFLICTS

In case of any conflict between this Declaration and the Articles of Incorporation or By-Laws of the Homeowners Association, this Declaration shall control.

XVII. DUTY TO CLEAR LOT IF OWNER ELECTS NOT TO REBUILD


In the event of damage to or destruction of any Home or appurtenant structure on the Properties by fire, windstorm, water, act of God, or other cause whatsoever, the Owner shall be required to rebuild or if owner decides not to rebuild the owner shall be required to clear the Lot within nine (9) months from the date of the occurrence. The Owner shall be required to maintain the Lot in a clear and presentable manner, free from all trash and rubble, and to maintain the Lot so that it is in harmony with the surrounding property.

XVIII. CAPTIONS

The titles or headings of the articles or paragraphs of this Declaration are not a part hereof and shall have no effect upon the construction or interpretation thereof.

IN WITNESS WHEREOF, the Declarant acting by and through its duly authorized member has hereunto set its hand and seal as of the date hereinabove first written.

C.J. INVESTMENTS, LLC

  
JON L. JOHNSON, Member

STATE OF IDAHO  
COUNTY OF Bonneville

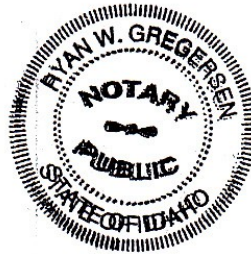
ON THIS the 24<sup>th</sup> day of May, 2004, personally appeared before me, the undersigned authority in and for the State and County aforesaid, **JON L. JOHNSON**, who acknowledged that he is a Member of C.J. INVESTMENTS, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said company he signed, sealed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do.

  
NOTARY PUBLIC

(SEAL)

My Commission Expires:

8-1-2009



To Chancery Clerk:

Document Prepared By & Return To:

C.J. INVESTMENTS, LLC  
JON L. JOHNSON, Member  
P.O. BOX 51920  
IDAHO FALLS, ID 83405

Indexing Instructions:

Lots 1-28, THE WOODS SUBDIVISION

RECEIVED  
MAY 24 2004  
IDAHO FALLS, IDAHO  
COUNTY CLERK'S OFFICE