

**AMENDED
DECLARATION of RESTRICTIVE COVENANTS
TIMBER RIDGE SUBDIVISION**

WHEREAS, the original Covenants for Timber Ridge Subdivision and Timber Ridge Property Owners Association ("POA") were enacted in 1979 and the members have adopted these the Amended Restrictive covenants;

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

1. DEFINITIONS. AS USED IN THIS DECLARATION, THE TERMS BELOW SHALL HAVE THE FOLLOWING MEANINGS:

A. "Association" or "POA" means the entity known as Timber Ridge Property Owners Association, Inc. a non-profit Mississippi corporation.

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

C. "Committee" means a committee composed of one or more members, appointed by the Board to exercise the functions delegated to it by the Board.

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

E. "Dwelling Unit" means any improved property located within the Subdivision and intended for use as a residential unit.

F. "Member" means the record owner of a Residential Lot within the Timber Ridge Subdivision which is subject to these Covenants .

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

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

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

J. "Lot" refers to 'Real Property' meaning an estate or property consisting of lands and all appurtenances to lands. "Unimproved Lot" means vacant land. "Improved Lot" means land and appurtenances; including dwelling unit, garages, storage unit or similar type structures.

2. USE AND CONSTRUCTION RESTRICTIONS AND REQUIREMENTS

2 A. Residential Purposes: Each lot shall be used exclusively for single-family residential purposes only, and no structure shall be erected on any Lot other than one detached single-family residence, and appurtenant buildings.

All structures shall be new construction, meeting of the following criteria:

- (1) Hardy board, brick, stucco or wood siding;
- (2) Roof pitch of at least 7/12 or greater;
- (3) Architectural shingles or metal roof;
- (4) Ceiling heights of at least 8 feet; and
- (5) The first floor of raised homes shall have lattice, louvers, or garage doors to shield stored items from public view.

(6) No structure, other than fences, shall be located on any lot nearer to the front lot line than 30 feet or nearer to the rear property line than 20 feet or nearer to any side lot line than 10 feet. No fence of any kind shall be erected on any portion of the premises from the front lot line to the front sill line of the main building on any lot. No chain link or farm type wire fences are allowed on any lot. These setbacks shall prevail on all lots less and except those with greater setbacks recorded on the official plats of the land records in the office of the Chancery Clerk of Harrison County, MS, 1st Judicial District.

2 B. Approval of All Plans and Specifications to insure the development of the Subdivision as a residential community of the highest quality in which all improvements are harmonious in architectural design and aesthetic appearance, the Association has the exclusive power and discretion to control and approve all improvements placed on any lot owned by a member.

No driveway or parking area, fence, wall, building, or any other structure or thing shall be placed or maintained upon any Lot, nor shall any exterior addition, change or alteration be made to existing improvements thereon until detailed plans and specifications for the same, are submitted to the Architectural Committee and approved in writing by same as to harmony of external design, compliance with the terms of this Declaration and location in relation to surrounding

Failure to reject the plans within 45 days after submission shall be considered approval of the plan. If the plan is rejected, the reason shall be given in writing. After correcting the objections, a plan may be resubmitted

Prior to approval, the Association requires submission of the following documents as apply to the proposed improvements:

(i) Site plan drawn to scale showing structure footprint, all property lines, setbacks per TRPOA Covenants (dimensioned to property lines), existing legal easements, driveway & sidewalk location, bulkhead (waterway) dimensioned to property lines, City of Pass Christian street names and location.

(ii) Floor plan or plans showing dimensions of the finished floor areas, conditioned living areas, porches, stairways, etc. ;

(iii) Elevations of all sides of the contemplated structure showing exterior materials, colors, roof design and slope, shutters, awnings, porches and other attachments;

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

(v) Landscaping plans Per City of Pass Christian standards.

The Association may delegate to the Committee all rights of approval granted to the Association pursuant to paragraph 2B.

2 C. Minimum Square Footage. No dwelling unit located on a lot shall contain less than 1,500 square feet of heated and air-conditioned enclosed living space.

2 D. Grinder pumps, where needed, shall be maintained in good order by the property owner using such pump.

2 E. Temporary, Movable Structures. Other than temporary construction sheds and sanitary toilet facilities used during construction of the residence and other buildings permitted on any Lot, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. No structure other than a single family dwelling shall be used as a residence at any time under any conditions.

2 F. Waterways. The Department of Marine Resources holds jurisdiction over all waterways. Lot owners must meet all DMR regulations and obtain proper DMR permitting prior to commencing construction of docks, piers or boat lifts/houses. One of the DMR permitting requirements is that a lot owner has to obtain the permission of his/her neighbor before allowing the construction of any dock, pier or boat lift/house within 10 feet of the neighbor's property line.

2 G. Timber Ridge Property Owners Association board is hereby given the authority to grant variances from setback requirements, to add or delete building requirements as building codes and building products change, to change the numbering of these covenants, and if a situation arises that causes a unique hardship on a member, the board has the authority to grant a variance to cure same.

3. GENERAL COVENANTS/RESTRICTIONS

3 A. Nuisances. No illegal, noxious or offensive activities shall be carried on upon any lot; nor shall anything be done thereon which is or may become a nuisance or annoyance to the occupants of any lot subject to these covenants.

3 B. Trash. Burning of trash, rubbish, garbage, leaves or other materials in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and ~~in~~ such location so as to be hidden from view from any adjacent Dwelling Unit, Lot or Roadway. Oversized items shall be placed by the road to enable pick up by the City of Pass Christian. However, no items are to remain longer than 7 days at which time the owner must dispose of the items.

3 C. Antennas. No excessive radio or television aerial or antenna shall be installed

3 D. Signs. No signs of any kind shall be displayed to the public view on any Lot, Dwelling Unit, however, that nothing herein shall be construed to restrict in any manner a member from (1) placing one sign not more than 18" x 24" in size advertising the Property for sale or rent and (2) placing election campaign signs pursuant to the TRPOA election campaign sign policy. The restriction does not apply to signs used by a builder to advertise the property during construction and sales period.

3 E. Parking; Storage; Repairs. Non-operational vehicles are prohibited. Recreational vehicles (including, but not limited to boats, boat trailers, travel trailers, camp trailers, motor homes, cargo trailers) or any similar vehicle shall not be kept on any Roadway, or stored on any Lot except behind the front sill of the residence or within a garage or an enclosed screened area. No repairing or overhauling of any vehicle is allowed on any part of a Lot, or any Roadway. All vehicles have to be parked on driveways.

3 F. Business/Commercial vehicles. Truck(s) exceeding 3/4 ton, cargo van(s), cargo trailer(s), heavy equipment, motor home(s), recreation vehicle(s) and boat trailers shall be stored behind the front sill of the home. All vehicles have to be parked on driveways.

3 G Condition of Dwelling Units and Lots. Each owner shall maintain in good condition his entire Dwelling Unit and or Lot at all times, including keeping the grass and growth neatly trimmed and edged. No trash, garbage, rubbish debris, refuse, or unsightly object shall be allowed to be placed, accumulated, or suffered to remain anywhere on the Lot unless stored as provided in paragraph 3B. Any lot in its natural state (never having been developed) shall need no maintenance or upkeep by its owner. Any lot (or dwelling) that has been improved in any manner shall be maintained by its owner/member. Nothing herein shall be construed as requiring the Association to clear or maintain property owned by it so long as such property is unimproved.

3 H. Animals. All pets must be kept for the pleasure and use of the Owner, and not for commercial purposes, and must not be permitted to run free. Owners shall abide by the City leash laws. No other animals, livestock or poultry of any kind shall be kept on any Lot. All owners are responsible for cleaning up after their pets. If the Association, in its sole discretion, determines that any pet is dangerous or an annoyance or nuisance to the other residents of the Property Subdivision, or surrounding areas, or destructive of wildlife and property, such pet may not thereafter be kept on the Lot and shall be promptly removed by the Owner / Member.

3 I. No Lot shall be re-subdivided or re-platted without prior approval. Lots will form an integral unit of land suitable for use exclusively for single-family residential purposes only, with no more than one detached single-family residence and appurtenant buildings as a residential site.

3 J. Additional Covenants and Restrictions. No Owner of any part of the Property shall without prior written approval of the Association, impose any additional covenants or restriction on any part of this Property.

3 K. Enforcement. These Covenants and Restrictions may be enforced by the Association. In the event of violation or breach of any of said provisions, restrictions, easements, covenants, liens and charges herein contained TRPOA shall levy the following charges and or have the following enforcement rights:

(a) TRPOA will notify a lot owner by mail or by placing a notice on said lot of such violation and failure to remedy said violation will result in the following fines and or legal actions:

(i) The fine for an abandoned house is to be set by the Board to commence 90 days after notice and assessed on a monthly basis until a resolution is reached. TRPOA also has the right to remove the abandoned home and lien the property for the cost of same plus an additional 20%.

(ii) After a 30 day notice, the fine for failure to maintain a lot and or dwelling in the condition as set out in the covenants will be set by the board and assessed on a monthly basis until a resolution is reached. TRPOA also has the right to enter the property and remedy the violation and lien the property for the cost of same plus an additional 20%

3 L. Rental Properties. Members who lease/rent out their dwellings are responsible for ensuring that their tenants and or guests are aware and abide by the Associations restrictive covenants.

4. ASSESSMENTS

The Association shall have the authority to levy assessments as provided herein against the Lots; improved or unimproved and is subjected thereto as hereinafter provided:

4 A. Each person or entity owning a lot subject to these covenants, or holding a contract to purchase one of the lots in which contract the purchaser has the right to possession during the contract period, shall have a right of easement, use and enjoyment of certain Common Areas and the facilities thereon and shall be obligated to pay assessments for their maintenance, repair, and operation as set out hereinafter. Such person or entity is hereafter referred to as a "Member".

4 B. The Common Areas shall consist of (1). That parcel lying near and between Squares 19, 21, and 24, Unit 1-A; (2). That parcel measuring 165 feet by 270 feet lying between lots 16 and 19 and 65 and 66, Square 48, Unit III, together with all improvements thereon; and (3). Such other land, facilities, easement or other amenities which shall later be so designated by written instrument filed with the Chancery Clerk of Harrison County and executed by Guaranty Properties, Inc., formerly referred to as "Declarant", or by the non-profit corporation whose members are the Proprietors under this covenants, hereafter referred to as the "Association".

4 C. Each Member by acceptance of a deed or contract to purchase containing the right of possession shall be deemed to and shall thereby covenant and agree, to pay the Association such sums as may be assessed for maintenance, repair and operation of the Common Areas. Each such assessment, together with interest, costs and reasonable attorney fees, may be collected by the Association, beginning 30 days after due date, by suit if necessary. Jurisdiction of any such suit shall be in the First Judicial District of Harrison County, Mississippi, where the action shall be deemed to have accrued.

4 D. The personal obligation for delinquent assessments shall not pass to successors in title, but no successor in title may use any Common Area until all delinquent assessments, and interest, costs, and attorney's fees have been paid. Any Proprietor who has an assessment delinquent over 60 days may not use the Common Areas until his assessment payments are current.

4 E. Purposes. The Association may levy assessments for the purpose of enabling the Association to pay for all expenses of operating the Association and those required for reasonable repair and maintenance of the portions of the Development owned by or leased to the Association, including without limitation:

- (i) ad valorem taxes assessed against any properties, real or personal; landscaping, irrigation, drainage and paving; security; management fees, legal and accounting fees, payrolls and general office operating expenses, and the expenses of doing any and all other things necessary or desirable in the judgment of the Board to keep the Development neat and attractive, to preserve or enhance the value of the Lot (improved or unimproved), to eliminate fire, health or safety hazards, and to pay for such other expenses, including, but not limited to, liability insurance, which in the judgment of the Board may be of general benefit to the residents;
- (ii) To repay funds, together with interest thereon, borrowed by the Association and used for purposes referred to herein;
- (iii) To accumulate reasonable reserves for the foregoing purposes

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

4 F. Regular Assessments. Each Dwelling Unit and Lot is hereby subjected to regular assessments as provided below, payable on a yearly basis. The assessments shall be uniform in dollar amount and shall be set by the Board. The regular maintenance assessment may be adjusted from year to year by the Board as required to meet the expenses and other charges for which same are assessed. Regular assessments shall become delinquent if not paid within thirty (30) days and shall bear interest at the rate set by the Board from the date until paid. Membership in the Association shall be appurtenant to and may not be separated from proprietorship of any lot, which is subject to assessment. No Member may waive or otherwise escape liability for the assessments provided herein by non-use of the Common areas or abandonment of their lot.

4 G. Increase in Assessments. Assessments on Lots may be increased or decreased from time to time as may be necessary to meet the obligations of the Association. However, if an increase in the annual assessment is in excess of 10% over the prior year's assessment it shall be put to a vote of the Members and approved by 60% of the votes cast in person or by proxy with notice and ballots mailed and or e-mailed at least 30 days in advance

4 H. Special Assessments. The Board may impose special assessments to meet expenses of an extraordinary or emergency nature or other unexpected needs, provided that if such special assessment exceeds \$100.00 per Lot Unit during any twelve (12) month period, then Members of 60% in number shall approve in person or by proxy. All special assessments shall be imposed upon Lots in the same ration as the regular assessments. Any special assessment which is not paid within thirty (30) days after the Member receives written notice of same shall bear interest at the rate set by the Board.

4 I. Lien. Each regular or special assessment and interest thereon as provided herein shall constitute a debt from the member against which the same shall be assessed, and shall become and be secured by a lien upon that property and all improvements thereon. Such lien shall attach as of the date a notice of lien is filed with the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and may be enforced as any other lien in Mississippi by any other proceeding in equity or at law and the Association shall be entitled to cover in such proceedings. Each such lien shall be subordinate and inferior to the lien of any institutional mortgage encumbering the Lot as the case may be if that mortgage was recorded in the public records of Harrison County, Mississippi, prior to the above recording date of such lien. Upon request, the Association shall furnish any Member or mortgagee a certificate showing the unpaid assessments, if any, against any Lot. If it becomes necessary to employ the services of an attorney for collection of assessments, the delinquent owner shall pay all costs of collections including attorney's fees.

4 J. Transfer fee. Timber Ridge POA is hereby given the authority to charge a Transfer Fee to be set by the Board whenever a lot is transferred from one owner to another.

5. MEMBERS AND VOTING RIGHTS

5 A. Memberships. Every Lot owner shall be a member of the Association. Each member shall have one vote for each lot owned. For lots that are owned by more than one person or by a corporate entity, one person shall be designated to vote on behalf of the lot.

5 B. Standing. Only members who are in good standing can vote in any election, for any covenant amendments or changes or any membership decision-making held or conducted by the Association. A member in good standing is defined as a member who is current in their dues fines, etc.

6. MISCELLANEOUS

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

6 B. Term. The terms and provisions of this Declaration shall run with the title to the Property and any part thereof and shall bind all persons in interest, all members, lot owners and their heirs, legal representatives, successors and assigns until 7/1/2025, at which time this Declaration and Restrictions shall be automatically extended for successive periods of 10 years. See 6.E

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

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

6 E. Amendments. These Covenants may be amended at a regular or special meeting with proper notice to Members upon an affirmative vote of 60% of the Owners present with ballots cast in person or by proxy.