

STATE OF MISSISSIPPI                    }  
  }  
COUNTY OF FORREST                    }

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKEVIEW GOLF COMMUNITY AT TIMBERTON

This Declaration is made on this, the \_\_\_ day of \_\_\_\_\_, 2008, by Professional Golf Services, LLC, a Mississippi Limited Liability Company (hereinafter called "Declarant"):

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situated in Forrest County, Mississippi, more particularly described on Exhibit "A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, the land described on Exhibit "A" includes a golf course home sites and a part of a development known as Lakeview Golf Community at Timberton; and all landscaping, homestyles and community activity must respect this fact;

WHEREAS, Declarant desires to create a golf community and residential atmosphere to improve the value of the property, for the benefit of its owners and the community;

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

1.     **RESIDENTIAL:** All land described above shall be known, used, and described as residential.
  
2.     **MINIMUM SQUARE FOOTAGE:** No residence on the land shall contain less than 2,000 square feet of living or heated and cooled floor space (hereinafter referred to as "main structure"), exclusive of basements, porches, terraces, servants quarters, garages, patios, and courts.
  - (a)    **STORIES:** No residence constructed on any land shall consist of more than two stories, exclusive of a basement.
  
  - (b)    **NUMBER OF MAIN STRUCTURES:** No more than one structure containing living quarters shall be erected on any lot. The main structure shall include an attached garage with garage doors.
  
  - (c)    **DRIVEWAYS:** All driveways will be concrete with an exposed washed gravel surface. The placement and course of the driveway will be a part of the landscaping of the homesite and must be approved by the Architectural Committee as set forth in Paragraph 5 of these covenants.

3.     **SETBACKS:**
  - (a)    No building, porch, deck or permanent structure shall be located on any lot nearer than thirty (30) feet from utility easement line in front [utility easement is sixteen (16) feet from curb so front set back is forty-six (46) feet from curb.], ten (10) feet from side lot lines, and a minimum of twenty-five (25) feet and maximum of thirty (30) feet from back of lot line. If home site is on a lake, lake shore set back is thirty five (35) feet unless excepted in accordance with paragraph 3 (b) below. For the purpose of these Restrictive

Covenants, open or enclosed porches, roof eaves, or steps shall be considered as part of the building. If the rear property line is the lake line, setbacks do not apply for construction of shoreline improvements which are subject to the provisions of Paragraph 15(k) of these covenants.

(b) It may be impractical or inadvisable to observe the above stated setback requirements due to the natural terrain, land configurations and/or proximity of adjacent structures. Therefore, notwithstanding anything else herein to the contrary, the Architectural Committee in its sole discretion may approve in writing specific deviations to said setback requirements which it believes to be beneficial to a specific homesite or to adjacent homesites. Such written approval shall be filed in the land records of Forrest County, Mississippi.

4. **DESIGN AND MATERIALS:** The design and appearance, including colors, of the residence constructed shall conform to a "French Country" theme subject to approval by the Architectural Committee. Only materials approved by the Architectural Committee may be used in construction of the residence. The Architectural Committee shall maintain a current list of approved materials, subject to change from time to time.

5. **ARCHITECTURAL COMMITTEE:** There shall be an Architectural Committee composed of three (3) persons appointed by Declarant and/or its successors, or assigns, the members of which committee shall be appointed to serve for a period of one (1) year, the year to be on a calendar basis; however, in the event no new committee shall be appointed at the end of the original term, the original committee is to continue serving until the new committee is appointed. **No residence, road, dwelling, structure, building, fences, decks, pools or other improvements, including roofing and roof shingles, additions and remodeling, shall be constructed, erected, built, moved upon or otherwise placed upon any of said land or a portion thereof until said Architectural Committee must first have approved the plan and specifications thereof in writing. A site plan of each structure or addition upon the land upon which it is to be constructed must also be approved of the Architectural Committee before construction is begun. Plans submitted to the Architectural Committee shall include front, side and back drawings, a landscape and drainage plan, and drawings of decks, porches, piers, pools, driveways and other structures and improvements. Distances from structures and improvements to lot lines and easements shall be stated in the plans to insure compliance with set back requirements. Additionally, no trees, bushes or underbrush of any kind may be removed without the written approval of the Architectural Committee. Should the Architectural Committee fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot within thirty (30) days after written request of approval of the Architectural Committee, then such approval shall not be required; provided, however, that no building or other structure or improvement shall be erected or allowed to remain on any lot which violates any of the Covenants.** Address: Architectural Committee, Timberton Golf Club #22 Clubhouse Drive Hattiesburg, MS 39401.

6. **FENCES:** No fences shall be erected on the land without the prior written approval of the Architectural Committee. Except as provided in this paragraph and except as provided in Paragraph 7 of these covenants, the only fences permitted in this development will be for court yards with the nature location and material controlled by the Architectural Committee. Written approval by the Architectural Committee must be obtained before any construction will be permitted.

Provided, however, the following lots are approved for six (6) foot solid fencing constructed of cedar, cypress or redwood: D5, D6, D7, E1, E2, E3, E6, E7, E8, F1, F2, F3. Fences must be constructed with supporting posts and cross-members inward with continuous vertical boards or slats facing outside and away from the fenced area. The fencing approved and permitted by this provision is not subject to the setback requirements of these covenants, but the placement and location of such fencing are subject to approval by the Architectural Committee and the provisions of Paragraph 5 of these covenants.

7. **POOLS - HOT TUBS:** The following lots are approved for in-ground pools and hot tubs: B13, B14, B15, C-11, F6, F7, F8, F9, F10, F11.

In the discretion of the Architectural Committee and subject to the provisions of Paragraph 5 of these covenants, in-ground pools and hot tubs may be approved for other lots.

Wrought iron fencing is permitted around hot tubs and in-ground pools. Such fencing must be within the set-back requirements of these covenants and is subject to prior approval of the Architectural Committee under Paragraph 5 of these covenants. The Architectural Committee may also require special landscaping with such wrought iron fencing.

8. **PETS:** No animals, livestock or poultry of any kind shall be raised, bred, staked or pastured on any land, except dogs, cats, birds, or other household pets. All pets shall be contained. Pets will not be allowed to create a disturbance.

9. **SIGNS:** Except as may be required by legal proceedings, no signs or advertising of any kind shall be maintained or permitted within the windows, on the exterior of any windows, or any portion of the land by anyone, including, but not limited to, the land owner, realtor, contractor, or subcontractor, without the express written permission of the Architectural Committee. Required approval includes, without limitation, name and address signs and shall be upon such conditions as may be from time to time determined by the Architectural Committee in its discretion. If any such sign or advertising device is approved, it shall not exceed one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) square feet in area.

10. **OTHER BUILDINGS, STRUCTURES, AND VEHICLES (as defined by the Architectural Committee):** No tent, motor home, trailer, barn, greenhouse, storage rooms, pool house, detached garages, or any similar outbuilding or structure shall be placed on any land or on any other area at any time, either temporarily or permanently, without prior written approval of the Architectural Committee. No mobile home, manufactured or prefabricated housing shall be placed on any land or any other area at any time, either temporarily or permanently. Should defining be required by the Architectural Committee in regards to structures, buildings, or vehicles, the Architectural Committee ruling shall be final with no appeal. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner. Parking of vehicles off asphalt, concrete, etc. surfaces is not allowed.

11. **TRASH AND GARBAGE:** No burning of any trash and no accumulation or storage of litter, lumber, scrap metal, refuse, bulk materials, waste, new or used building material, or trash of any other kind shall be permitted on any land. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerators shall be kept or maintained upon any lot. Garbage, trash, and other refuse shall be placed in covered containers in serviceable condition.

12. **RESIDENTIAL USE:** All land and dwellings thereon shall be used exclusively for private residential purposes.

13. **LEASING:** A part or portion of the land or dwelling (as distinguished from the entire land or dwelling) shall not be leased for any period. Any owner of any land or dwelling who shall lease such entire land or dwelling, shall promptly, following execution of any such lease, forward a confirmed copy of the lease to the Declarant. All such leases shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the premises which are the subject matter of the lease shall be subject and subordinate in all respects to the provisions of this Declaration. Any such lease shall further provide that any failure by the tenant to comply with any or the same shall constitute default under the lease.

14. **RECONSTRUCTION AFTER FIRE OR CASUALTY LOSS:** In the event any dwelling is partially or completely destroyed by fire or other casualty, the owner of such dwelling shall promptly clear the land or restore or reconstruct such dwelling at his own expense, in accordance with the original plans and specification or in accordance with such amended plans and specifications as may be approved in writing by the Architectural Committee at the request of such owner.

15. **GOLF CARTS, ALL TERRAIN VEHICLES, WATERCRAFT:** Only golf carts purchased through Professional Golf Services LLC will be permitted on or upon common areas of the Lakeview Golf Community property. All terrain vehicles are not allowed. All golf carts must be enrolled in the Timberton Trail Program and conform to all the provisions of the club's "Trail" program. The color, maximum age and general upkeep of any cart must be approved annually by the ownership of the golf club. The club's policy regarding course access with personal carts is subject to change and modification at the discretion of Professional Golf Services, LLC, d/b/a Timberton Golf Club. Golf carts, all terrain vehicles, motorcycles, boats, watercraft, and any trailers for transport thereof shall be stored within the garage of the main structure.

16. **LAND AND WATER ADJACENT TO LAKEVIEW GOLF COMMUNITY**

(a) **CLUBHOUSE LAKE & BRITTANY'S POND:** The ponds or lakes known as Clubhouse Lake and Brittany's Pond (The "Lakes") are a part of the real property comprising the Timberton Golf Club property and are not common areas, and the Lakes and ponds and all related facilities and amenities located thereon are not Community facilities of the Lakeview Golf Community at Timberton. Timberton Golf Club with the lakes and ponds thereon is separate and apart from the Lakeview Golf Community and the land described on Exhibit "A". Timberton Golf Club is operated under its own rules and regulations. The real property described as or comprising Timberton Golf Club is not subject to the covenants and restrictions of this Declaration. Nothing herein shall be construed to give any person any right or privilege in or to the lakes and real property described as Clubhouse Lake and Brittany's Pond, including the right to enter upon or use said property, except under such terms or conditions as may be established by Professional Golf Services, LLC the owner of Timberton Golf Club.

(b) **SPECIAL RESTRICTIONS AFFECTING LAND ADJACENT TO LAKES:** To preserve the aesthetics of the Lakes, there are hereby created special restrictions, rights, and easements hereinafter described in defining upon a portion of land adjacent or contiguous to the Lakes which restrictions, rights, and easements shall be appurtenant to and shall run with the land adjacent to the lake, and bind the owner of any other land adjacent to the Lakes, and bind the respective legal representatives, heirs, successors and assigns for as long as the lake is operated as a lake and maintained in the manner which preserves the values of the Community.

(c) **PARTS OF THE PROPERTY AFFECTED BY THE LAKE:** The lots and land adjacent to the Lakes.

(d) **WALLS AND FENCES:** No solid line of fence, wall or shrubbery shall be erected or are permitted to remain on any portion of land or common area next to the Lakes.

(e) **DISTRACTIONS PROHIBITED:** Owners of land along or adjacent to the lake shoreline shall be obligated to refrain from any actions which would distract from the Lakes such as displaying signs, banners or flags.

(f) **EASEMENT OF LIGHT, AIR, AND VIEW:** There is hereby reserved for the benefit of the Declarant and its respective successors and assigns, the right of easement of light, air and view over and across the Lakes.

(g) **LANDSCAPING:** Owners of land adjacent to the Lakes shall landscape, mow and maintain all that part of his land which is visible from the lake in an attractive well kept manner.

(h) **EROSION:** Owners of land or lots in the Lakeview Golf Community shall prevent soil erosion into the lake or onto golf course property.

(i) **USE OF LAKE WATERS:** The Declarant, owner of the Lakes, reserves onto itself and successors and assigns the exclusive right to withdraw and use water impounded within the Lakes for irrigation of land owned by the Declarant and/or any land for any beneficial purpose. The Declarant shall have the right to withdraw and use water from the lake.

(j) **LAKE WATER LEVEL:** The Declarant shall not be required to maintain the water level of any lake at any certain elevation or between any certain maximum and minimum elevation. The Declarant and owner of the lake may lower the water level or drain the lake if such is prudent or necessary for the discharge of its responsibilities herein, for the installation, maintenance, and repair of any street, dock, pier, shoreline improvements, sewer, drain, pipe, wire and cable, or any relative appurtenance, or for any other purpose.

(k) **DOCKS, PIERS, AND SHORELINE IMPROVEMENTS:** An owner of lake front land in Lakeview Golf Community may erect one dock or pier extending into the water course after first receiving the approval of plans and specifications therefor by the Architectural Committee. The size, materials and type of construction for any such dock or pier is subject to approval by the Architectural Committee in its sole discretion. Any dock or pier so erected must be maintained in sound condition. The owner of land abutting the lake area may construct shoreline improvements within his area of exclusive responsibility to improve shoreline appearance, facilitate maintenance, or minimize bank erosion, after first receiving the approval of plans and specifications therefor by the Architectural Committee. Any such improvements must be maintained in sound condition.

(l) **RESPONSIBILITIES OF THE LAKE OWNER:** The Declarant or its successors or assigns shall be responsible for the maintenance of the dam and the outlet works of the Lakes. The Declarant shall not be responsible for the safety of any person in or on the surface of the Lakes or in or on the outlet works of the Lakes.

(m) **USE AND PROTECTION OF LAKES:** Use of the Lakes is governed by rules or policies of Timberton Golf Club or its owner. No person may fill the Lakes or place any solid or harmful liquid in or near the lakes. No person may enlarge the surface area of the Lakes without the approval of the Architectural Committee.

(n) **LANDS AND IMPROVEMENTS:** Lands and improvements constituting the Timberton Golf Course and Timberton Golf Club are separate and apart from the Lakeview Golf Community. Timberton Golf Club is operated under its own rules and regulations governing use of the lands and improvements, including the golf course, ponds and lakes, which are a part of the Timberton Golf Club. Ownership of land or lots described in Exhibit "A", a part of the Lakeview Golf Community, shall not in itself vest any right, privilege, or license to enter or use the real property and improvements constituting Timberton Golf Club.

17. **VARIANCES:** The Declarant, its respective successors and assigns, reserve the right to make minor changes or alterations in these Restrictions and Covenants and to waive minor violations of the same.

18. **ADDITIONS AND WITHDRAWALS OF LAND:** The Declarant reserves the right to amend this declaration at any time without notice and without prior consent of any person to remove certain portions of the Property owned by the Declarant or to increase the land constituting the Property by adding lots or

common areas. Removing portions of the Property or adding land to the property may be by supplemental declaration of the declarant filed in the Office of the Chancery Court of Forrest County, Mississippi. Removing or withdrawing land not owned by the declarant shall require the written consent of the then owner(s) and mortgagees thereof but not of any other. Adding land to the Property shall make it subject to the provisions of this Declaration. Withdrawing land from the Property shall release that land from the provisions of this Declaration. Provided, however, such withdrawal or release must not be contrary to the overall uniform purpose scheme of the development.

19. **ENFORCEMENT - ATTORNEYS FEES AND COSTS:** If the owner or claimant of any of said land described in Exhibit "A" shall violate or attempt to violate any of the conditions, restrictions, or covenants herein contained, then in such event the Declarant or any other person or persons owning any lot or land in the Lakeview Golf Community at Timberton may institute and prosecute any appropriate proceeding or proceedings either at law or at equity for the purposes of enjoining any such violation or attempted violation and/or to collect damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any of said conditions, restrictions, or covenants.

In any legal or equitable proceeding for enforcement of this covenants and violations or to restrain the violation thereof, the prevailing party or parties shall be entitled to an award of reasonable attorneys fees and costs, including costs for expert witness fees, in such amount as may be fixed by the court.

20. **SEVERABILITY:** If one or more of the covenants or restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other conditions, restrictions, and covenants herein contained.

21. **LAND DIVISION:** The owner of land agrees never to subdivide any lot or lots of the Property for sale to others.

22. **TERM:** These Covenants, conditions, and restrictions shall run with the land and the title thereto and shall be binding upon all parties owning and/or claiming under of them by purchase, inheritance, or otherwise, for a period of thirty (30) years from the date which they are executed, and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional successive terms of ten (10) years each.

23. **AMENDMENTS, VOTING RIGHTS, AND TERMINATION:** These covenants, conditions, and restrictions may be amended, changed, or terminated from time to time by a writing signed, duly acknowledged and recorded in the land records of the Chancery Clerk of Forrest County, Mississippi, which reflects and memorializes an affirmative vote in favor of the amendment by the then owners of eighty percent (80%) of the owners of lots and property comprising or within the Lakeview Golf Community. For purposes of this paragraph the person, persons, or entity owning a lot or lots within the Lakeview Golf Community shall be entitled to but one vote for each lot to be cast by the owner of said land. There shall be one vote cast for each lot regardless of the relative area comprising the lot and regardless of the number of owners of the lot. For purposes of this paragraph "owner" or "owners" shall not include any mortgagee, lienholder or encumbrancer.

24. **MEMBERSHIP REQUIREMENT IN TIMBERTON GOLF CLUB:** The owner of the lot or land described in Exhibit "A" agrees to become a member of Timberton Golf Club and to pay the initial processing fee and monthly dues or a yearly fee for non-golf members. Golf members of Timberton Golf Club are required to maintain a major credit card account to which the dues and credit purchases at Timberton Golf Club may be charged. Consideration for alternative direct billing may be considered on a case by case basis in the discretion of Timberton Golf Club. The owner of the land or lot described in Exhibit "A" agrees that any unpaid dues, charges, fees, late fees, and collection fees related to golf or non-golf membership of

Timberton Golf Club may be assessed and charged as a lien against the lot or land described in Exhibit "A" in favor of Professional Golf Services, LLC, its successors or assigns, and a notice thereof may be filed in the land records of the Chancery Clerk of Forrest County, Mississippi and indexed as provided by law. It is understood and agreed that there are two different memberships or dues structures in Timberton Golf Club: "Golf Member" and "Non-Golf Member". Both types of memberships require payment of the initial processing fee. Golf memberships require monthly dues as established by Timberton Golf Club. Non-golf memberships require a \$600.00 annual fee per calendar year without monthly dues. Either type of membership may be transferred with sale of the land or lot described in Exhibit "A". A land owner or lot owner in the Lakeview Golf Community may change membership from golf to non-golf or from non-golf to golf only once in any twelve month period. The non-golf membership annual fee will be due each calendar year from the non-golf member(s) with no pro-ration.

25. **UTILITIES:** Easements have been granted to Mississippi Power for electrical power distribution. Sewer & water are services provided by the city and the related fees are the responsibility of the land owner. All utilities to be constructed underground. If utility lines or utility connections (electrical, telephone, water, and sewer) require boring of the street to service the lot, the cost of the boring shall be born by the lot owner. Only boring shall be allowed to place utilities under the street.

26. **MAIL BOXES:** All mailboxes shall be uniform or of a single type and style to be determined by the Architectural committee.

27. **HOME SITE DRAINAGE, GUTTERS COLLECTION & IRRIGATION :** All drainage systems, water collection systems, gutter, and irrigation or watering systems require approval by the Declarant prior to construction or installation of such.

28. **WEEKLY SITE CLEANING or UPKEEP OF HOMESITE:** During construction, remodeling and at all other times the home or home site must be kept in a clean and presentable state. If at the discretion of the Architectural Committee in their view the conditions of the property fall short of the community standard they will contract the required repairs, clean up and any related work. This expense will be the responsibility of the land owner. This will be billed through the Timberton Golf Club member account and payment applies to the above stated conditions. During construction the home, the home site must be kept in a neat and clean state. This will require dumpsters or weekly clean up crews keeping the site clean.

29. **GATE-GUARDHOUSE:** The declarant may, but is not obligated to, construct a gate or a gate and guardhouse at the entrance way or entrance ways to the Lakeview Golf Community at Timberton. If the owners of 80% of lots in the Lakeview Golf Community vote affirmatively or sign a petition for erection of such gate(s) or gate(s) and guardhouse(s), then the cost of construction, maintenance and operation thereof shall be born by the owner(s) of each lot in the proportion that the lot(s) bears to the total number of lots in the Lakeview Golf Community. Such proportionate costs shall be a charge against such lot or lots and shall be a lien thereon. The declarant may charge the Timberton Golf Club account of the lot owner(s) for such proportionate costs due and unpaid. The declarant may also file a notice of lien in the amount of such proportionate costs due and unpaid in the land records of the Chancery Clerk of Forrest County, Mississippi.

For purposes of this paragraph the term "owner" or "owners" shall not include any mortgagee, lienholder, or encumbrancer. The person(s) or entity(s) owning a lot or lots within the Lakeview Golf Community shall be entitled to but one vote for each lot and only one such owner of each lot may sign any petition presented under this paragraph. There shall be one vote cast, or one signature on any petition for each lot regardless of the relative area comprising the lot and regardless of the number of owners of the lot.

30. **LAKE VIEW GOLF COMMUNITY LOTS:** Exhibit "A" hereto is a true and correct copy of a map or plat of survey on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, at Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Slide \_\_\_\_\_. The plans described therein have been assigned lot numbers, or block and lot numbers, and constitutes a part of the subdivision known as the Lakeview Golf Community at Timberton. The Property is subject to the platted easements, rights-of-way and to these covenants, conditions and restrictions.

PROFESSIONAL GOLF SERVICES LLC  
Declarant

By: \_\_\_\_\_  
Ronald L Hickman II., Member

**STATE OF MISSISSIPPI**

**COUNTY OF FORREST**

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 2008, the within named RONALD L. HICKMAN, II who acknowledged that he is a member and manager of Professional Golf Services, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company and as a member and manager thereof, and as the act and deed of said limited liability company, he executed the above and foregoing "Declaration Of Covenants, Conditions And Restrictions For Lakeview Golf Community At Timberton" after having been duly authorized by said limited liability company to do so.

**GIVEN** under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires:  
\_\_\_\_\_