

Indexing Instructions: Cornerstone Subdivision – General Use

CORNERSTONE SUBDIVISION

**R & S DEVELOPERS, LLC
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Brandon, Mississippi 39047-8876
(601) 919-0055**

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
CORNERSTONE SUBDIVISION
BRANDON, RANKIN COUNTY, MISSISSIPPI
General**

THIS DECLARATION made and executed on this day, by R & S Developers, LLC, a Mississippi Limited Liability Company organized and existing under the laws of the State of Mississippi (which company is referred to herein at times as the "Declarant");

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of certain real property located in the City of Brandon, Rankin County, Mississippi, being more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wish to create and carry out an orderly and uniform plan of development for the above referenced property, and hereinafter referred to at times as "Cornerstone" to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Declarant desires that each time said properties are sold or leased that all improvements erected thereon, whether by Declarant or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of such covenants and restrictions is to enhance the charm and beauty of the surroundings, to insure the property development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient set-backs from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of the private street or streets running through said properties; and, in general, to provide for a high quality of improvement on said property in accordance with the sensible and orderly development plans; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said Cornerstone, to create an association which can and shall be delegated and assigned the powers and duties of maintaining and administering the private street or streets running through said property and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges and assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named "Cornerstone Subdivision Homeowners Association, Inc." which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties related to the subject properties as may be specified in that corporation's Bylaws; and

WHEREAS, in order to facilitate compliance with the provisions, letter, spirit and intent of this Declaration, Declarant desires that each property owner within Cornerstone, and any future expansions made in accordance with the provisions herein, be a member of Cornerstone Subdivision Homeowners Association, Inc., and that the Bylaws of said corporation shall be deemed to be adopted by Declarant as sole owner of the properties described herein and all future owners shall be bound thereby.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I.

Section 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

A. "Property", "Properties", or "Cornerstone" shall mean or refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter bought within the jurisdiction of this Declaration or the association as hereinafter provided.

B. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the properties.

C. "Association" shall mean and refer to the Cornerstone Subdivision Homeowners Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of

any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of Cornerstone and as the same may be lawfully expanded and to contribute to the long-range good of the City of Brandon, Rankin County, Mississippi, and the surrounding area.

D. "Board of Directors" shall mean and refer to that group consisting of three members initially who need not necessarily be owners and later consisting of three members who shall be owners or agents of owners, who shall be elected as provided for in the association bylaws and shall have the responsibility of administering the affairs of the association. No Director shall be personally liable for any action, theft and fraud excepted, taken in good faith to carry out the purposes of the association.

E. "Declarant" shall mean R & S Developers, LLC its successors or assigns.

F. "Developer" shall mean R & S Developers, LLC its successors or assigns.

G. "Member" shall mean and refer to those who are members of the association.

H. "Private Street" or "Private Streets" or "Common Property" shall refer to that property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference and to such other properties as may be added thereto by amendment to this Declaration. The maintenance and upkeep of the private streets and common property shall be borne by and shall be the responsibility of the members of the association as provided for hereinafter.

I. "Covenants and Restrictions" shall mean and include all covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in this Declaration.

J. "Declaration" shall mean and include this instrument and all amendments hereto, plus all supplementary declarations and amendments thereto executed in accordance with the provisions hereof.

K. "Bylaws" shall mean and include the Bylaws of the association and all amendments thereto.

L. "Assessment" shall mean the share allocated to a Lot or to the Home Owners' Association. Such share to consists of annual assessments, special assessments, and expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

M. "Streets" shall mean the streets, roads, parking areas, curbs and sidewalks as shown on the Plat for any area within Cornerstone. Notwithstanding the designation of sidewalks as part of the streets, each owner may be required to construct a sidewalk on his lot, subject to the specifications established by the Cornerstone Home Owners' Association.

ARTICLE II.

PROPERTIES INCLUDED AND EXPANSION PROPERTIES

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Brandon, Rankin County, Mississippi, and is more particularly described as **Lots ___ through ___**, Cornerstone Subdivision, Part Four, whose plat is filed in the offices of the Chancery Clerk in Brandon, Mississippi in Plat Cabinet C at Slot 352.

Section 2. Expansion Part Property. Declarant may, at some future time, expand Cornerstone in increments or parts, the exact size and configuration of which shall be within the sole discretion of Declarant or its successors in title. In connection with such expansion, Declarant does herewith expressly desire to provide for the imposition upon such future expansion of mutually beneficial restrictions and covenants for the benefit of all owners in Cornerstone, including those in expanded areas, and their then and future owners, and to provide for the reciprocal restrictions and easements among and for the benefit of all of Cornerstone Owners to the extent that the project is expanded.

It is herewith provided that Declarant, or any other person with the written consent of Declarant, shall have the right to annex to the property described in the attached Exhibit "A," any additional contiguous or non-contiguous real property now or heretofore owned by the Declarant and any such annexation or expansion shall have the effect of making the annexed or expanded property part of the Property (as herein defined) and extending the scheme of the within covenants and restrictions to such annexed or expanded property.

Any annexations or expansions of additional real property to the Property described in Exhibit "A" shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Rankin County, Mississippi, which Supplementary Declaration shall, by declaration therein, extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complimentary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no

event shall such addition or modification be substantially inconsistent with the provisions of this Declaration.

The right of expansion as herein above set forth is expressly reserved by Declarant, its successors and assigns, as an integral part of the Cornerstone development and this Declaration, and this right may not be revoked, modified, amended, or otherwise altered, by the Association, or the members thereof, notwithstanding any language contained in this Declaration, or an supplement hereto, relative to amendment or modification, without the express written approval of the Declarant. It is the purpose of this Provision to insure that nothing contained in this Declaration will allow the right of expansion reserved herein to Declarant to be infringed upon or otherwise affected without the written approval of Declarant.

ARTICLE III.

COVENANT OF COMPLIANCE BY OWNERS

Section 1. Covenant to Comply. Every person, persons or entity who accepts a deed to a parcel in Cornerstone, covenants whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the Bylaws and Rules and Regulations of the association as same may be constituted and as they may be lawfully amended from time-to-time.

ARTICLE IV.

CORNERSTONE HOME OWNERS' ASSOCIATION

Section 1. Membership. Each owner in the Cornerstone Subdivision, regardless of which phase or part, shall be a member of the Cornerstone Home Owners' Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. It is the express intent of this declaration that there be only one (1) homeowners association for the Cornerstone Subdivision, no matter which phase or part. Parcels with multiple ownership shall be entitled to one membership in the association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the association.

Section 2. Voting Rights. Every member of the association shall have one vote for the election of all officers. For all other matters and purposes of the association, every member shall have one vote for each lot which that member owns. If the fee title to a particular lot is owned of record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

Section 3. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of owner's lot upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the association, and such tenant shall be deemed to be a member of the association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any assessment due the association or for any other responsibilities and obligations which owner might have under the terms of this Declaration and under the Bylaws, Rules and Regulations of the association.

Section 4. Absentee Owners. Permanent absentee owners shall designate an individual (adult) as their agent or attorney-in-fact to represent them in all matters concerning the association or enforcement of this Declaration. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of owner's lot.

ARTICLE V.

COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each parcel which it owns within the properties, hereby covenants and each owner of any other parcel or lot of the property by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

(1)Assessments. Each lot owner, excluding Developer, is deemed to covenant and agree to pay to the Cornerstone Home Owners' Association (a) a quarterly assessment in the amounts described hereinafter and (b) special assessments for capital improvements at such times and in such amounts as may be required and as hereinafter provided. The quarterly and special assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorneys' fees (the "assessment debt") shall be a personal indebtedness and obligation of the owner of each lot at the time when the assessment becomes due and payable, and the assessment debt shall also be a charge upon the lot or lots and a continuing lien upon the real property against which the assessment is made, until the total assessment debt therefor is paid. All obligations for delinquent assessment debts shall pass to and be assumed automatically by successors in title to the lot for which the assessment is made, by virtue of the successor's acceptance of a conveyance of that lot, but such assumption by the successor or successors shall not relieve the prior owner or owners of their continuing personal obligations for those debts and they and the successors shall be jointly and severally liable for the amount of the assessment debts, until the same be paid in full. The quarterly and special assessments levied by the Cornerstone Home Owners' Association shall be used

exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision, and for the improvement and maintenance of the streets and common areas of the subdivision, as shall be determined and directed by the Association.

(2) Date of commencement of quarterly assessments and due dates thereof. The quarterly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the streets and common areas to the Association or upon completion of the first home in the subdivision. The first quarterly assessment shall be adjusted on a pro rata basis according to the number of months remaining in that calendar quarter. The quarterly assessment against each lot will be fixed between January 1 and January 15, inclusive, of each year, and written notice thereof shall be mailed or delivered to each owner subject thereto forthwith. The assessment will be due and payable immediately upon receipt of notice and shall be deemed to be in arrears if not paid on or before the last day of the first month of the respective calendar quarter (i.e. January 31, April 30, July 31, October 31).

(3) Special assessments for capital improvements. In addition to the quarterly assessments, the Association may levy, in any assessment period, a special assessment applicable to that assessment period, or spread out over several assessment periods for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon one or more of the streets or common areas, including fixtures and personal property related thereto, provided, however, that any such special assessment shall first have the assent of two-thirds of the votes of the members other than Developer who are voting in person or by proxy at a meeting duly called for that purpose, and also the assent of Developer at that meeting.

(4) Conduct of meetings of the Association relating to assessments. Written notice of any meeting of the membership of the Association called for the purpose of fixing the amount of a quarterly assessment, or of modifying either of those actions, shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes held by members other than Developer, together with Developer, shall constitute a quorum. If the required quorum is not then present, a recessed meeting may be called subject to the same notice requirements, and the required quorum at the recessed meeting shall be one-half of the required quorum for the original meeting. No such recessed meeting with a reduced quorum shall be held more than sixty days following the original meeting called for that purpose.

(5) Uniform rate of assessment. Both quarterly and special assessments must be fixed at a uniform rate for all lots and shall be collected on a quarterly basis as set forth herein, with the exception of assessments on Lots owned by Declarant, which is set forth in Section 10 below.

(6) Quarterly assessment. Until January 1, 2004, the initial assessment applicable to any lot shall be \$50.00 per calendar quarter, adjusted pro rata for the length of time remaining in that calendar quarter after the date of the conveyance. The Board of Directors of the Association may fix subsequent assessments at regular or special call meetings of the Association membership.

Section 3. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Cornerstone to defray all costs incurred in property caring for and maintaining Cornerstone a prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to the costs of providing materials and services to accomplish the following:

- A. Maintaining, replacing and repairing the streets, roadways, sidewalks, and open areas within the property.
- B. Maintaining the landscaping at the entrance to Cornerstone.
- C. Maintaining the appearance of entrance markers, gates, identification signs, and street markers in a good state of repair.
- D. General policing of Cornerstone on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.
- E. Maintaining utilities, drainage ditches, and other services which are to be provided by the association.
- F. Paying the costs of insurance premiums on any insurance which the association carries.
- G. Paying all ad valorem taxes and other taxes and fees which may accrue to the association.
- H. Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with association, including, the payment of a reasonable fee to any management agent designated by the association.
- I. Provide such other services as the association may deem to be in the best interest of the development and the members of the association.

The Cornerstone Home Owners' Association is not organized for profit and no part of the net earning shall inure to the benefit of any member, any director of the association, any officer of the association or any other individual.

Section 4. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessment. After January 1, 2004, the Board of Directors of the association may, after consideration of the then current costs of providing services herein above enumerated, increase the initial or quarterly assessments to cover the actual costs of such services. The Board of

Directors of the association may also, after consideration of the then current maintenance costs and future needs of the association, fix the regular quarterly assessment and initial assessment for any subsequent quarter or quarters at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in quarterly and initial assessments) shall be sent to all members of the association by certified mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required is not present, another meeting may be called subject to the same notice requirement and the required quorum at this subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. In addition, written notice of the regular quarterly assessment provided herein shall be sent to every owner subject thereto.

Section 7. Assessments for Street Maintenance Must Be Maintained. No provision contained herein above or in any part of this Declaration or in any supplements hereto, shall excuse or otherwise negate the association's responsibility for the proper upkeep and maintenance of the streets and roads of Cornerstone. Notwithstanding anything contained herein to the contrary, the association and the members thereof may not amend, revoke, modify or otherwise alter any portion of this Declaration or any supplements hereto in any manner which relieve the association of its responsibilities and duties hereunder for street maintenance and upkeep and the collection of assessments necessary to defray the costs thereof, without the express written consent of the Declarant. It is the purpose of this provision to provide assurance and protection to the Declarant that the streets of Cornerstone will be properly and safely maintained and that the responsibilities for such maintenance and the cost thereof will be borne as provided herein by the association and that such responsibility will not be amended, modified, revoked or otherwise altered without the written consent of the Declarant.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the rate of ten percent (10%) per annum. After ten (10) days written notice of the delinquent assessment is given to the owner, the association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot or parcel of property, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association and shall be for the benefit of all other lot or parcel owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or property. In any event, reasonable attorney's fee of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

Section 9. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not effect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for an assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 10. Assessment of Declarant. Any regular or special assessments upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

Section 11. Ad Valorem Property Taxes.

- A. Each owner shall be responsible for his own ad valorem taxes.
- B. The association shall be responsible for the payment of ad valorem taxes on all lots, parcels, streets, or common areas to which the association may hereinafter take fee title.

Section 12. Management Agent. The Board of Directors of the association may employ for the association a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

A. To collect the initial, annual and special assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration.

B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Association, to which the Management Agent shall at all times be accountable.

C. To provide for the care, upkeep, maintenance and surveillance of the streets, sidewalks and any other common areas.

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the streets, sidewalks, and common areas.

E. To promulgate, with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the streets, sidewalks and common areas.

F. To provide such other services for the association as may be consistent with the law and with the provisions of this Declaration.

Section 13. Limitation of Liability. The association shall not be liable for any failure of any service to be furnished by the association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

ARTICLE VI.

EASEMENT RIGHTS

Section 1. Reservation of Easement Rights by the Declarant. In connection with the development of Cornerstone, the Declarant shall convey non-exclusive easements and rights-of-way (and reserve unto itself and its designees certain non-exclusive easements and rights-of-way) in, through, over and across portions of the properties comprising Cornerstone for the purpose of installing, constructing maintaining, reconstructing and repairing sewer lines, water lines, electrical cables telephone cables, gas lines, storm drains, drainage ditches, television cables and underground conduits and appurtenant to any of same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Cornerstone development. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

It is the intention of Declarant to convey easements to the proper authorities and entities for the installation, construction, maintenance, reconstruction and repair of sewer lines, water lines, electrical cables, telephone cables and underground conduits, and appurtenance to any of same in the initial stages of development of Cornerstone. Notwithstanding anything contained herein to the contrary, however, it is the intention of the Declarant through the above reservation to insure that any additional easements, licenses and rights-of-way for the purposes set forth herein above which may be required for the orderly maintenance, preservation and enjoyment of Cornerstone development be protected and insured to the extent allowable by law. It is the further purpose of this reservation to provide for the preservation of the health, safety, convenience and welfare of all the owners of the lots and parcels of land of Cornerstone.

Section 2. Street Easement. In connection with the development of Cornerstone, Declarant shall convey a non-exclusive easement for ingress, egress and regress to all members of the association in, through, over and across the streets of Cornerstone. All such streets and all walkways, roadways, sidewalks and the like, are expressly made subject to a non-exclusive easement for ingress, egress and regress for the benefit of all members of the association, the Declarant, their respective heirs, personal representatives and assigns and all other persons claiming under any of them.

Section 3. Reservation in Deeds. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 4. Public Dedication of Streets or Other Properties. The streets, roads, or any portion thereof, and any other common properties of Cornerstone may be dedicated and transferred to any public or municipal agency, authorities, or utility for any purpose consistent with the Declaration and subject to such conditions as may be agreed upon by the members and Declarant; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless seventy-five percent (75%) of the members of the association consent thereto and, furthermore unless written consent to such dedication, transfer, purpose and conditions be obtained from Declarant. In the event that a public dedication is made, it shall be required that all private streets will meet applicable city requirements before acceptance by the City of Brandon or Rankin County, Mississippi. This right of written approval is expressly reserved by and in Declarant, and this Declaration, or any supplements hereto, may not be amended, revoked, modified, or otherwise altered so as to infringe upon or negate this right.

Section 5. Private Streets. The Streets shall be private streets owned by the Association. At some time

after the plats of the subdivision are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. The Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Rankin County, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Streets. After completion of construction on a substantial number of the dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying of the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 6. Gates. At such time as the Declarant in its discretion determines, the Declarant shall install a gate on the main entrance to the subdivision. The gate shall be of a type or style which Owners can open or close by use of a card or other device or mechanism. The Declarant shall provide a card or other applicable opening device to any public agencies, such as police, fire, utilities, etc. So long as the Declarant continues to own land or lots in the subdivision, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. As such times as the Declarant no longer owns land or Lots, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

ARTICLE VII.

BUILDING REQUIREMENTS, ARCHITECTURAL AND LANDSCAPE CONTROLS AND REQUIREMENTS

Section 1. The purpose of this Article is to prevent the erection of structures built of improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations, and to prevent haphazard and inharmonious improvements, all for the benefit of all of the owners of Cornerstone and to insure esthetic unity to all Cornerstone while at the same time allowing flexibility and diversity in landscape design. Nothing contained in this Article shall be construed or interpreted to mean that Declarant, his employees, agents, successors or assigns, or the Board of Directors of the association assumes any responsibility for the structural design of any improvement or landscape design.

Section 2. All lots or parcels in Cornerstone shall be known, described and used as residential lots and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding two stories in height. No dwelling shall exceed two stories in height, except that three-story dwellings will be permitted if the additional story is a basement, or if a minimum of fifty percent (50%) of the additional story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated. No accessory or out-buildings shall be erected, altered, placed or permitted to remain on any of said lots or parcels without the express written approval of Declarant, it being Declarant's desire and intention that any accessory or out-building shall be attractive in appearance and that the approval or allowance of same shall be subject to his express written approval. Such express written approval shall be obtained from the Declarant prior to the erection of any such accessory or outbuilding.

Section 3. Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lot in the Subdivision nearer than twenty (25) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than twenty five (25) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lot in the Subdivision closer than five (5) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lot in the Subdivision closer than twenty (20) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

Section 4. Each residence shall be provided with off-street parking in the form of a paved driveway extended from the pavement on the street on which the residence faces to the garage or carport, which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. All garages will be a minimum of two car garages and a maximum of three car garages and all will be enclosed with a door. No garage shall be converted to a use other than as originally constructed, without architectural approval and providing for an approved replacement garage.

Section 5. No dwelling shall be constructed, placed, moved or maintained upon any of the Lots within Cornerstone Subdivision, Part Four unless such dwelling shall contain at least **two thousand (2,000) square feet** of heated floor space exclusive of open porches and unheated storage spaces.

Section 6. The property may not be re-subdivided. Only one residence shall be erected and maintained at any time on any one of the lots or parcels of Cornerstone. However, nothing in any of these restrictions shall be construed as prohibiting the owner of a combination of two or more contiguous lots or one or more lots and a portion of an adjoining lot or lots, from erecting one residence only thereon and locating the same as if said contiguous lots or portions of lots were but one single lot.

Section 7. In constructing or causing to be constructed, a residence on any lot or parcel, owner shall not substantially duplicate the exterior elevation, design, or architecture of any other residence then existing or in the process of being constructed in Cornerstone without prior approval of the Declarant. Such permission to be obtained

prior to beginning construction. The plans for the residential structure, to include landscaping plans and designs, to be constructed on all lots and parcels in Cornerstone shall be submitted to Declarant for his approval, and such approval shall be required prior to the commencement of the construction, but such approval shall not be unreasonably withheld. A copy of construction and landscaping plans and designs shall be furnished to the Declarant for its files without cost to it. Landscaping plans must include a minimum of two (2) three inch (3") diameter trees in front of dwelling. Architectural plans, landscape plans and designs, and any topography changes, for new construction, additions to existing structures or exterior remodeling of existing structures, must be submitted to Declarant for approval prior to construction beginning.

Section 8. Certain architectural guidelines have been established to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings, specifications and plans. Architectural plans must be submitted to the Developer/Subdivision Homeowners Association for approval prior to the beginning of construction activity including clearing and site work to insure aesthetic harmony within the Development. Plans required to be submitted include

The Developer/Subdivision Homeowners Association will review and approve all construction designs and plans for:

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship or physical impact the proposed home may have on surrounding home sites.
- Excellence of architectural design.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquillity and overall property values at Cornerstone will be enhanced and preserved. The Developer/Subdivision Homeowners Association does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.

Section 9. The builder of the original dwelling on each Lot in the Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abuts the Lot. The edge of each sidewalk nearest to the street along which it is constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction. If it becomes necessary so to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the sidewalk in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the grade of the top of the curb along which the sidewalk is constructed. Each such sidewalk shall be scored at four-foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness.

Section 10. Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or construction is commenced on any Lot in the Subdivision. Such plans must include the location, materials, height, design, character and color of each and all components of the fence. Any fence, which does not comply with the plans approved therefor, shall be removed or brought into full compliance with the approved plans.

Section 11. All mailboxes shall be the type approved by the Architectural Review Committee. Any mailbox, which does not comply with the approved mailboxes, shall be removed. (See attached exhibit for samples of acceptable mailboxes or contact the Developer).

Section 12. The maintenance, upkeep and repair of any and all drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities located on any Lot shall be that of the homeowners association unless the city or county has the duty to do so; however, the homeowners association may elect to maintain or repair drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities even if the city or county has the duty to do so. Should any maintenance, upkeep or repair need to be conducted on any Lot or Lots, the personnel and machinery conducting such work shall be allowed to access any drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities by way of subdivision Lots. The Declarant shall have the right to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any drainage pipe, storm water inlet or other appurtenant drainage facility located within the Subdivision. Under no circumstances shall drainage facilities be considered a "utility" which is reserved to the Declarant by the Reservation of the Plat of the Subdivision.

Section 13. Roof cladding for all dwellings shall be approved by the Architectural Review Committee.

Section 14. All electrical, telephone, and television service drops shall be underground.

Section 15. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building shall be used on any lot in Cornerstone at any time, nor shall any house trailer or other movable living quarters be located on any lot in Cornerstone at any time unless same be stored in a closed garage. No trailer, mobile home, manufactured home, or other similar type of modular home shall be placed, situated, stored, erected, or the like on any lot in Cornerstone. Only site built homes shall be placed, situated, erected, built, or the like on any lot in Cornerstone.

Section 16. Direct Satellite Systems or comparable dishes will be allowed on the roof of houses constructed in this phase and part with the maximum dish or antenna diameter allowed being 20 inches. No other solar panels will be utilized on the roof or other exterior portions of the dwelling so as to be visible from the street or from any adjacent property. Telecommunication (television, television cable, satellite reception, telephone, radio, or similar devices) antennae or comparable devices for the purpose of either transmitting or receiving telecommunications of any type will not be erected, installed, or situated on any lot, either temporarily or permanently.

Section 17. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 18. No fence, wall or hedge situated on interior portions of the development shall be placed on any portion of a lot or parcel higher than six (6) feet from the ground. It is recognized that certain lots or portions thereof may be adjacent to and abut properties not compromising a part of Cornerstone and the owners of such lots may place fences, walls, or hedges on that portion of their lots which are adjacent to or abut non-Cornerstone properties at a height higher than six (6) feet so long as the said fences, walls, or hedges do not detract from or otherwise impair the overall beauty and attractiveness of Cornerstone. Should a hedge, shrub, or flower or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property. No decorative type fencing or column may be placed on any of the said lots or parcels between the front property line and the house setback line, without written approval of Declarant. Chain-link fences of all kinds are prohibited. If wood privacy fencing is desired, only a "Good Neighbor" fence is allowed. (See attached pages for specific detail requirements).

Section 19. Each lot or parcel owner, will maintain the appearance of his lot or parcel in a high quality condition. The grass, flowers and shrubbery must be kept in an orderly fashion. No trees of six inch (6") diameter or more or flowering trees such as dogwood, redbud, etc., of any size may be cut without the consent of Declarant. Until a residence is built on a sold lot, Declarant at his option and sole discretion may mow the subject lot or parcel and have dead trees and debris removed therefrom, and the owner of such lot shall be obligated to reimburse Declarant for the costs of such work should he refuse or neglect to comply with required upkeep thereof. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot in the subdivision.

Section 20. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection of the streets or otherwise cause hazardous traffic conditions; and no planting of the above nature or kind shall be permitted on any lot which obstructs visibility and causes hazardous traffic conditions.

Section 21. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. This requirement applies to all lots before and after a home is built on the lot. Should a hedge, shrub, tree, flower or other planting grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property.

Section 22. There shall be no continuous planting in excess of two and one-half feet (2 ½') high along property lines or other direct lines between the front of any residence located on any lot or parcel and the front property line.

Section 23. Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. All front yards must receive solid sod.

Section 24. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of construction for an unreasonable period of time.

Section 25. No signs, billboards, posters or advertising devices of any character shall be erected, installed or placed on any of said lots or parcels for any purpose at any time, without the written approval of Declarant with the exception of one "For Sale" sign which shall be no greater in size than 8 square feet in area and one name and/or number plate not exceeding 120 square inches in area.

Section 26. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot or parcel, unless prior written approval has been obtained from Declarant.

Section 27. Inoperative vehicles shall not be kept on any of the lots in the subdivision. All collectable vehicles, utility trailers, boats, or any type recreational vehicle or any junk of any kind or character shall be hidden by fences.

Section 28. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision.

Section 29. Not more than three (3) colors may be used on the front of any residence constructed on any of the said lots or parcels and said colors should be so applied so that the balance of continuity and design for the area is maintained. At his option, the Declarant reserves the right to review and approve exterior color schemes.

Section 30. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment except air conditioning compressors shall be located so as to be visible from the street.

Section 31. Water runoff for each individual building site must be handled by adequately sloping areas so that runoff is directed to the natural drainage areas or to storm drainage facilities. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts the surrounding home sites or existing mature trees.

Section 32. All rights, duties, and obligations granted to and imposed upon Declarant under the terms of this Article and under the terms of this Declaration shall be transferred, assigned, and conveyed to the Cornerstone Subdivision Homeowners Association once all of the lots comprising Cornerstone have been conveyed by Declarant to third parties. Such rights, duties and obligations may be transferred, assigned, and conveyed to the association prior to such time upon the mutual consent of Declarant and the association.

Section 33. The undersigned and/or their heirs, successors or assigns and affiliated companies assume no responsibility or liability for accidents, illness, drowning or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns and affiliated companies in the general area of Rankin County known as "Cornerstone".

Section 34. Owners shall be required to maintain their property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Owners acknowledge and agree that Developer is not responsible for damages which may be suffered by Owners or other property owners or parties as a result of site preparation work carried out by Owners and his/her/their subcontractors and Owners agree to hold Developer, its owners, assigns and the like harmless from any such damages sustained in connection therewith.

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the property.

Section 3. Attorney's Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the Court in such proceeding.

Section 4. Declarant Held Harmless. Each and every owner and occupant of any portion of the property shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such portion of the property, and the conduct of business in any other activities by such owner or occupant or his guests or invitees on any portion of the property.

Section 5. Nuisances. Obnoxious or offensive activity shall not be carried on upon any lot or parcel, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the neighborhood.

Section 6. Prohibition as to Animals. No animal shall be permitted to remain in Cornerstone except dogs and cats. The entire Cornerstone area must be kept clean and odorless. No fowl shall be allowed thereon except birds, which are caged as inside pets. All pets shall be kept on owner's property and not allowed to molest domestic servants, postal carriers, yard workers, passers by, or other individuals. Dog pins shall be provided in a remote and inconspicuous area of a lot or parcel for the keeping of that lot or parcel owner's dog or dogs which are not inside pets.

Section 7. Clothes Lines. No outside clotheslines or other outside clothes drying or airing facilities shall be allowed.

Section 8. Amendment of Covenants. These covenants may be amended by the Developer at any time so long as Developer continues to own at least one-half (1/2) of the numbered lots in the subdivision covered by these covenants. From and after such time as Developer owns fewer than one-half (1/2) of the numbered residential lots of the subdivision, these covenants may be amended by agreement of the owners of not less than seventy-five percent (75%) of all of the numbered residential lots of the subdivision subject to these covenants. Any such amendment shall be made in writing duly subscribed by the party or parties authorized to make the amendment, properly acknowledged, and recorded in the deed records of Rankin County, Mississippi. The covenants and restrictions

herein contained are to run with the land and shall be binding on all parties, persons, entities claiming under them for an initial period of twenty-five (25) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until an instrument of amendment signed by the owner or owners of seventy-five percent (75%) of the above described lots or parcels have been recorded in the public records revoking, modifying or amending said covenants and restriction. The right of amendment set forth herein is expressly made subject to those particular reservations contained in this Declaration which afford Declarant the right of written approval before amendment, modification, revocation or other alteration of this Declaration, or any supplements hereto, can be made.

Section 9. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulations pertaining to the ownership, occupation or use of any property within Cornerstone is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

Section 10. Conflicts with Homeowners Association. Should any conflict between these covenants and any homeowners associations' bylaws arise, the terms in these covenants shall prevail over any homeowner's associations' bylaws.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has herein to set its hand and seal on this the ____ day of _____, 200____.

ATTEST: **R & S, DEVELOPERS, LLC**

BY:
Manager

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____, who acknowledged that he is the Manager of R & S Developers, LLC, a Mississippi Limited Liability Company and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the ____ day of _____, 200____.

NOTARY PUBLIC

My Commission Expires: