

**RESOLUTION OF THE ADOPTION OF
AMENDED COVENANTS FOR ROLLINGWOOD SUBDIVISION**

Whereas, Rollingwood Subdivision is a residential subdivision situated in Hinds County, Mississippi, being described as follows:

Lots 1 through 86, including Lots 72-A and 80-A and all Lots in Subpart 2, Rollingwood Subdivision, according to maps or plats of which are on file and of record in Plat Book 18 at page 1 and Plat Book 21 at page 20 of the records of the Chancery Clerk of Hinds County, Jackson, Mississippi, full reference to which is hereby made.

And, whereas, the residents of Rollingwood Subdivision have adopted the Renewal and Amendment Declaration of Protective Covenants as evidenced by the approval thereof of a clear majority of the lot owners therein as required according to the original Protective Covenants on record,

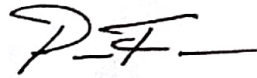
And, whereas, the board of Rollingwood Beautiful Association, Inc., hereinafter referred to as the "Board" or "Board of Directors," has reviewed the ratification of the signatures as attached to the Renewal and Amendment Declaration of Protective Covenants, and having approved of same and determined said signatures to be authentic and qualified lot owners of the Rollingwood Subdivision, and further noting that there have been no objections to the adoption and renewal of the amended protective covenants,

It is hereby resolved by the Board as evidenced by the authorized execution hereof, that the Renewal and Amendment Declaration of Protective Covenants be and are hereby deemed approved and adopted, and that same shall be filed of record with the Chancery Clerk of Hinds County, Mississippi.

So resolved, this the 18th day of August, 2016.

ROLLINGWOOD BEAUTIFUL
ASSOCIATION, INC.

BY:



PAUL FLOOD,
PRESIDENT AND PRESIDING OFFICER

Prepared By:
Rollingwood Beautiful Association, Inc.
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NO GRANTOR
NO GRANTEE

Indexing Instructions:

**Part of Section 18, Township 6 North, Range 2 East, Hinds County, Mississippi
Lots 1 through 86, including Lots 72-A and 80-A and all in Subpart 2, Rollingwood
Subdivision, according to maps or plats of which are on file and of record in Plat Book 18 at
page 1 and Plat Book 21 at page 20**

RENEWAL AND AMENDMENT OF PROTECTIVE COVENANTS

This amendment of Protective Covenants of Rollingwood Subdivision situated in Hinds County, Mississippi is made and entered into on the dates below by the undersigned lot owners (as hereinafter defined).

RECITALS:

Whereas, Rollingwood Subdivision is a residential subdivision situated in Hinds County, Mississippi, being described as follows:

Lots 1 through 86, including Lots 72-A and 80-A and all Lots in Subpart 2, Rollingwood Subdivision, according to maps or plats of which are on file and of record in Plat Book 18 at page 1 and Plat Book 21 at page 20 of the records of the Chancery Clerk of Hinds County, Jackson, Mississippi, full reference to which is hereby made.

Whereas the original Protective Covenants of the Subdivision were recorded in Book 3056 at Page 427 in the records of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi, and

Whereas the first amendment and renewal of said Protective Covenants of the Subdivision were recorded in Book 7086 at Page 263 of the records of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi, and

Whereas, Section 15 of the Renewal of Protective Covenants states that "These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded or until renewed or amended by an instrument executed by a majority of the then owners of the lots of said subdivision and filed for record in the First Judicial District of Hinds County, Mississippi" and

Whereas, the residents and lot owners of Rollingwood Subdivision desire to maintain the subdivision in a manner which will enhance the neighborhood and maximize property values by means which include but are not limited to maintaining all common areas, erecting and maintaining gates at the entrance (Old Canton Road) and the exit (Westbrook Road), if allowed by law and deemed feasible under the circumstances, and

Whereas, Rollingwood Subdivision now contains ninety seven (97) separate lots/houses, and the majority of lot owners now desire to amend and renew said covenants,

Now, THEREFORE, for good and valuable consideration which is hereby acknowledged, the undersigned Lot Owners covenant and agree that the Covenants of Rollingwood Subdivision are hereby amended and renewed as follows, to wit:

1. All lots with no exceptions in this tract shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential plot other than one single-family dwelling, not to exceed two stories in height.
2. No building shall be located on any residential plot nearer than 40 feet from the front lot line or nearer than 12-1/2 feet to any side plot line on interior lots. No building shall be located on any lot nearer than 20 feet from back lot lines. No building shall be located on any plot nearer than 25 feet from the side street line. Eaves of the buildings located within the setback lines provided in this paragraph may extend across said setback lines but shall not extend across any plot line. Existing buildings are excepted from this provision.
3. No lot or lots may hereafter be subdivided so as to create a building plot with frontage of less than 120 feet and an area of less than 18,000 square feet however, nothing in this paragraph shall prohibit the building of a resident on any lot of said subdivision as originally platted.
4. No noxious or offensive trade or activity shall be carried on upon any lot or plot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

5. All main structures will be used solely as single family residence. There shall be no multi-family or group homes allowed in subdivision. Enforcement shall be by proceedings at law or in equity against any person or persons, violating or attempting to violate this covenant either for specific performance to enjoin or restrain such violation or to enforce any fine or mandate of the Board of Directors, or to recover damages and fees.
6. No structure of temporary nature such as tent, shack, garage, basement or other outbuilding shall be used for residential purposes at any time. All yards and property shall be maintained as neat and presentable, neat and presentable being up to discretion of Rollingwood Beautiful Board members (also known as the Board of Directors). Enforcement proceedings shall be a warning, then a subsequent warning that the failure of maintaining said property is in violation, and if fully corrective action is not taken, corrective action may be taken by and at the discretion of the Board of Directors, and a lien for all expenses may then be placed on property with interest accruing at same rate as delinquent dues collection as stated in paragraph 15 hereof.
7. No house trailer or other similar movable living quarters are permitted in Rollingwood at any time.
8. No dwelling shall be permitted on any lot at a cost of less than \$150,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.
9. No main structure may be constructed in Rollingwood containing less than 1,800 square feet of livable ground floor area, except that one and a half and two story residences shall contain not less than 1,500 square feet in the livable ground floor area. Patios and other out-door facilities, whether roofed, or not, are not to be included in the square foot requirement.
10. No restriction herein shall prevent any person from owning more than one lot provided that the property so owned meets or exceeds the minimum plot frontage and area required hereby and in such cases the setback restrictions as set out above shall apply to the outside boundaries of any such plot regardless of whether such outside boundary lines coincide with platted lot lines or not.
11. A lot owner in building, or causing to be built, the original house on any lot in this development shall not duplicate the exterior elevation including design or architecture of any other house then existing in said development. For the purpose of this paragraph, a house shall be considered in existence from the time excavations from the foundations are begun until said house is removed from the development or is destroyed.
12. No animals shall be permitted in Rollingwood except dogs and cats as pets, and no fowl except birds that are caged as inside pets. Pets shall be kept on owner's property, and not allowed to molest domestic servants, postmen, yard workers or passersby.

13. No fence, wall, or lot enclosure may project to a point nearer the street than the front setback line of adjoining property, except that shrubbery not over 2 feet high may be used to designate plot lines.
14. All clothes lines, if any, must be completely screened from street view.
15. All present and future lot owners shall be required to join and become a member of the Rollingwood Beautiful Association, Inc., (the "Association") and pay all dues, assessments, special assessments, costs incurred, and any costs of collection to the Association as determined by the Board of Directors (the "Board"), elected by the members thereof, in accordance with the bylaws of the Association. If a member of the Association does not pay his dues or assessments or costs in full within sixty (60) days of the date of the invoice or notice thereof, that member may be assessed late fees and interest as may be determined by the Board of Directors, stated herein, and/or recorded in the By-Laws of Rollingwood Beautiful Association. Any amount due shall be charged on the outstanding balance per annum until paid in full, and the delinquent member may be charged late fee, interest at the then existing prime rate, and all costs associated therewith. The Board is empowered with the authority to file a lien for any delinquency with the appropriate governing authority which may include any costs, dues, assessments, or special assessments, and any costs for the recording of the lien and collection thereof including but not limited to reasonable attorneys' fees. If a member of the Association does not pay his dues or assessments in full within sixty (60) days of the date of the invoice, the Association shall have the right to file a lien in the land records of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi, against property owned by the delinquent member in the Subdivision until the outstanding balance is paid in full. Upon payment by the member of the outstanding balance plus interests, costs, and expenses, the Association shall cancel the lien of record at the member's expense.
16. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, and shall automatically renew for another twenty-five (25) years in the same form unless or until renewed or amended by an instrument executed by a majority of the then owners of the lots of said subdivision and filed for record in the First Judicial District of Hinds County, Mississippi.
17. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating or attempting to violate any covenant either for specific performance of these covenants or to restrain violation or to recover damages, costs, assessments or any amounts due hereunder, including attorney's fees and court costs.
18. There is hereby created, and declared to be, a conclusive presumption that any actual or threatened violation or breach of this renewal and amendment of protective covenants cannot be adequately remedied by an action at law exclusively for recovery of monetary damages, and any person or entity rightfully enforcing this renewal and amendment of protective covenants shall be entitled to equitable relief, including injunctions and specific performance and attorney's fees. The pursuit of equitable relief by any person or entity enforcing this renewal and amendment of protective covenants shall not preclude, diminish or otherwise affect such person's or entity's right to pursue any other available remedy, monetary or otherwise.