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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

BAINBRIDGE, A COMMUNITY

THIS DECLARATION is made this the 12th day of July, 2005, by **BAINBRIDGE PROPERTIES, LLC**, a Mississippi limited liability company, referred to hereinafter as "Declarant":

WITNESSETH:

WHEREAS, the undersigned, Bainbridge Properties, LLC, the Owner in fee of a tract of land described in **Exhibit "A"**, has agreed that said tract shall be bound by a set of Covenants and Conditions with the rights, duties, privileges and obligations of the Owners in the Bainbridge Community to be defined as set forth in a declaration binding that certain parcel of land as set forth herein; hence this Declaration; and,

WHEREAS, Declarant desires to create and develop thereon a residential community with designated common areas and with common facilities, for the benefit of the community; hereinafter referred to as the "Property"; and

WHEREAS, Declarant desires to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designated by the Owners and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, the primary purposes of these covenants and the foremost consideration in the origin of same has been the creation of a desirable residential community, pleasing to visit, and functionally convenient. Declarant has deemed it desirable for the efficient preservation of

the values in said community, to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in the Declaration or any Supplement Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(A) Assessment shall mean an Owner's share of the common expenses from time to time assessed to such Property Owner by the Association. Assessment or Assessments refer to annual, replacement, or special assessment or any combination thereof.

(B) Association shall mean and refer to Bainbridge Owners Association, Inc., a non-profit corporation, incorporated under the laws of the State of Mississippi for the purpose of effecting the intents and objectives herein set forth, its successors and assigns.

(C) Board of Directors or the "Board" shall mean and refer to the Board of Directors of the Association.

(D) Bylaws shall mean the bylaws of the Association as they exist from time to time.

(E) Common Area shall mean all real property (including the improvements thereon) owned by the Association, or any easement which the Declarant has reserved or conveyed to the Association for the benefit of Declarant and members of the Association, which property and easements are for the common use and enjoyment of the Owners.

(F) Common Facilities shall mean all buildings and improvements constructed on any portion of the Common Area for the common use, benefit, and enjoyment of the Members.

(G) Declarant shall mean and refer to Bainbridge Properties, LLC, and its successors and assigns.

(H) Declaration shall mean this instrument as it is from time to time amended.

(I) **Dwelling** shall mean a single family residential detached house with attached or detached garage constructed as an improvement on the Lot.

(J) **Homebuilder** shall mean any person or entity licensed by state or local law to engage in the construction of dwellings and to whom a lot has been conveyed.

(K) **Invitees** shall mean an Owner's tenants, guests, employees, or other guests or invitees.

(L) **Lake** shall mean any body of water developed by the Declarant as a lake and which is bordered in whole or in part by a Lot in Bainbridge and which is established and declared to be a Lake by Declarant.

(M) **Lot** shall mean and refer to any plot or tract of land as may be shown upon a recorded subdivision map or plat of the Property, or any part thereof, exclusive of the Common Area, or any part thereof, which is designated as a lot therein and which is or may be improved with a single family residential dwelling.

(N) **Member** shall mean and refer to each Owner as provided herein in Article III.

(O) **Mortgagee** shall mean a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, corporation, recognized institutional type lender or its loan correspondent, agency of institutional type lender or its loan correspondent, agency of the United States Government, or individual(s) which own and which is the holder of a Recorded first mortgage.

(P) **Owner or Property Owner** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot which is part of the Property, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

(Q) **Person** shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, including Declarant.

(R) **Property**. That parcel of land described in **Exhibit "A"** which is subject to the Declaration.

(S) **Recorded First Mortgage**. A mortgage or deed of trust, properly recorded in the office of the Chancery Clerk of Madison County, Mississippi, or other public Office designated by the Statutes and the Laws of the State of Mississippi for the recording of Mortgages in Madison County, Mississippi, or other public office designated by the statutes and laws of The State of Mississippi, for the recording of mortgages in Madison County, Mississippi, the lien of which is prior, paramount, and superior to the lien of all other mortgages and deeds of trust.

(T) Bainbridge, Bainbridge Community or Community shall mean that area contained within the Property as described in said Exhibit "A".

ARTICLE II. PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(A) The right of the Association, acting by and through its Board of Directors, to levy reasonable fees for the use of any Common Area or Common Facilities situated on the Property by the Members and their families, tenants, and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member; and

(B) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless sixty-seven (67%) percent of the voting power of all Member is in favor of such dedication, transfer, purpose, and conditions at a special meeting of the Members duly called for such purpose or an instrument agreeing to such dedication or transfer signed by the Owners having at least sixty-seven (67%) percent of the voting power has been recorded; and

(C) The right of the Association, in accordance with its Charter of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Areas and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Common Areas and Common Facilities, provided, however, that no such borrowing shall be done and no such mortgage shall be executed unless and until same has been approved by the vote of the Owners having at least sixty-seven (67%) percent of the voting power has been recorded; and

(D) The right of the Association, acting by and through its Board of Directors, to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provisions of this Declaration; and

(E) The right of the Association, acting by and through its Board of Directors, to adopt reasonable rules respecting use of the Common Areas and common facilities to reasonably limit the number of family members or guests of Members who may use any facilities on the Property; and

(F) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance,

and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person, provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and Common Facilities; and

(G) The right of each Member to use the streets, roadways, and vehicular parking areas situated upon the Common Areas and Common Facilities; provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas and Common Facilities; and

SECTION 2. Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in Sub-Paragraph (G) of Section 1 of this Article II for any reason whatsoever.

SECTION 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to such person(s) and to such number of persons as may be permitted by the By-Laws to accompany the Owner, or to such members of his or her family, as are approved by the Association, the Owner's tenants, or contract purchasers who reside on the Property and guests, all subject to such rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce. Notwithstanding anything to the contrary appearing elsewhere herein, the children of the Owner and their spouses may use the facilities whether or not accompanied by the Owner.

SECTION 4. Limited Common Area. Ownership of certain lots shall entitle the Owners or Owner thereof to permanent exclusive use of certain portions of the Common Area designated as Limited Common Area. The assignment of the Limited Common Area to a Lot shall be included in the conveyance to the appropriate Grantee by Declarant, and reserved therein. Owners may not claim a right to use the Limited Common Area assigned to other owners by virtue of the general easements or property rights granted in this Article II.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership. The Members of the Association shall be and consist of each and all of the following, to-wit: Every person who is, or who hereafter becomes, an Owner of record of the fee title to a Lot. The expression "Owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

SECTION 2. Voting Rights. The voting rights of the Members shall be as follows, to-wit:

(A) Each person, other than the Declarant, who is or who hereafter becomes an Owner of a Lot shall be entitled to one (1) vote for each Lot owned. Upon the sub-division of any Lot as initially conveyed by Declarant, each sub-divided part thereof meeting the requirements of the Declaration shall be considered a Lot and the Owner thereof entitled to one (1) vote.

(B) The Declarant and its nominee or nominees, if any, shall be entitled to seven (7) votes for each Lot owned.

(C) Whenever any provision of the Declaration requires a vote of a specified percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the voting power of all Members, and Declarant shall be entitled to the seven (7) to one (1) ratio herein granted.

SECTION 3. Memberships Appurtenant to Real Property. Each owner, by purchasing a lot in the subdivision shall automatically become a member of the association and shall be bound by the terms and conditions of this declaration, the articles and bylaws of the association, and such rules and regulation as may be promulgated and adopted by the association under such articles and bylaws.

SECTION 4. Other Voting Provisions. If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.

SECTION 5. Covenant of Compliance by Owners.

(A) **Covenants to Comply.** Every person or persons who accept a deed to a parcel of the Property within Bainbridge Community 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.

(B) Owner and each purchaser from an Owner agrees to notify the Association of a change in ownership.

**ARTICLE IV.
COVENANTS FOR ASSESSMENTS**

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed

or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual maintenance assessments or charges for purposes set forth in this Article IV, Section 2, and (2) special assessments as set forth in this Article IV, Section 4, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the Properties, and in particular for the supervision, maintenance, and improvement of the Common Area; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for the management and supervision of the Common Area, including but in no way limited to the following:

(A) The amount of all operating expenses for operating the Common Areas and Common Facilities and furnishing the services furnished to or in connection with the Common Areas and Common Facilities, including charges by the Association for any services furnished by it; and

(B) The cost of necessary management and administration of the Common Areas and Common Facilities, including fees paid to any managing agents; and

(C) The amount of all taxes and assessments levied against the Common Area and Common Facilities; and

(D) The cost of fire and extended coverage and liability insurance on the Common Areas and Common Facilities and the cost of such other insurance as the Association may place in force with respect to the Common Areas and Common Facilities; and

(E) The cost of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by the Association, whether for the Common Areas and Common Facilities or for the Lots, or both; and

(F) The cost of maintaining, replacing, repairing, and landscaping the Common Areas and Common Facilities (including, without limitation, the cost of maintaining, replacing and repairing any sidewalks, streets, or roadway, other than those accepted by Madison County, Mississippi, for maintenance, and open areas in the Property, the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(G) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacement.

SECTION 3. Maximum Annual Assessment. Each Lot Owner shall pay a prorata share of the annual assessment at the time of conveyance by Declarant to the initial Owner.

(A) The annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without the affirmative vote of sixty-seven (67%) percent of the membership.

(B) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment permitted under the provisions of Section 3(A) of this Article IV.

SECTION 4. Special Assessments.

(A) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, purchase, repair, or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven (67%) percent of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(B) Special Assessments for Willful or Negligent Acts. Upon an affirmative vote of sixty-seven (67%) percent of the votes of Members in interest, the Association may levy special assessments against individual Lot Owners, for reimbursement for repairs occasioned by the willful or negligent acts of the Lot Owners and not ordinary wear and tear.

(C) Special Assessments for Fire Protection and Work Performed by Declarant or the Association.

(i) The Association is hereby authorized to assess each Lot upon which a dwelling has been placed or constructed with an amount equal to the per Lot charge made by the governing political body for backup fire protection pursuant to any agreement now or hereafter made by and between the Association and the said governing political body and as same may be hereafter amended.

(ii) The Association is hereby authorized to assess any Lot for the cost of all work or activity performed on any such Lot pursuant to Article VI (Insurance) or this Article IV (Erosion Control), Section 15.

(D) Assessment for Declarant and Homebuilders. Any Lot owned by Declarant or Homebuilder shall not be subject to Assessment by the Association as provided in Section 7 below until One Hundred Eighty (180) days from and after the purchase of a lot by the Homebuilder. Any

assessment for annual maintenance or any for any Special Assessment upon any Lot owned by a Homebuilder or Declarant shall be twenty-five percent (25%) of the Assessment against each similar Lot not owned by Declarant, until such time as (i) Declarant or Homebuilder declares such dwelling to be his or her homestead but (ii) not to exceed one (1) year.

SECTION 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. If, at the second called meeting, the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. (i.e., one-fourth ($\frac{1}{4}$) of the first called meeting)

SECTION 6. Uniform Rate of Annual Special Assessments. Both annual and special capital assessments must be fixed at a uniform rate for all Lots (effective date) on the first day of January, of each year. The due date thereof shall be established by the Board of Directors.

SECTION 7. Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots at the time of the filing of the subdivision plat except as to the limitation provided for Declarant and Home Builders under Section 4(D) above.

SECTION 8. Duties of the Board of Directors with Respect to Assessments.

(A) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(B) Written notice of the assessment shall thereupon be delivered or mailed to every owner subject thereto.

(C) The Board of Directors shall, upon demand at any time, furnish to an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

SECTION 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(A) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives, and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

(B) The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days, if such mortgagee has requested same pursuant to Article XIV, Sections 7 and 8 of this Declaration, provided the Association has been given written notice and pay to the Association a reasonable amount not in excess of \$50.00 for such notice to mortgagee.

(C) If any assessment or part thereof is not paid within thirty (30) days after the due date, the unpaid amount of such assessment shall bear such interest from the date of delinquency as may be allowed by law or shall be subject to a late charge as permitted by law, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereof after giving Notice to the holder of any Recorded First Mortgage. There shall be added to the amount of such assessment the costs of prepaying and filing the complaint in such action and in the event a judgment is obtained, such judgment may include interest on the assessment as above provided and the attorney's fee to be fixed by the Court, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

SECTION 10. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and Common Facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into such fund shall be conclusively deemed to be a common expense of the Association, and all such amounts may be deposited in any banking institution, the accounts of which are guaranteed by the FDIC, or its successor as determined by the Federal Government, or, in the discretion of the Board of Directors, may be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve for replacements is for the purpose of providing funds for replacement of the Common Areas and Common Facilities, for major repairs to any sidewalks or bikeways, any parking areas, roadways, and dams on the Common Area, for equipment replacement, beaver control, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and Common Facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of each Member in any such reserves shall be considered an appurtenance to his Lot, and shall not be withdrawn, assigned,

or transferred separately from or otherwise than as an appurtenance to the Lot to which it appertains, and shall be deemed to be transferred with such Lot.

SECTION 11. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any Recorded First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot 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 relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 12. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charge, and lien created herein:

(A) Any property dedicated and accepted by the local public authority and devoted to public use.

(B) Common Areas and Common Facilities.

SECTION 13. Assessments Are Not Dues. No portion of the assessment for annual maintenance and Special Assessments provided in or permitted by this Article IV are intended to be, or shall be construed to be, dues for membership in the Association.

SECTION 14. Equitable Adjustments. If a Supplement is filed for record which annexes any portion of the Additional Property to the Property and specifies that a greater or lesser level of use, benefit or enjoyment of the Common Area or Common Facilities or of services shall be available or provided by the Association with respect to any portion of the annexed Additional Property, then the Supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance or special Assessments under Section 3, Section 4 and Section 13 with respect to such annexed Additional Property. In such event, the Association shall have the authority and the duty to make equitable adjustments in and to the procedures described in this Article IV for the establishment, determination and calculation of the annual maintenance and special Assessments to reflect any such different level of use, benefit and enjoyment of the Common Area or Common Facilities or services available or provided by the Association.

SECTION 15. Run-Off, Storm Water Management and Pollution.

(A) Drainage swales (berms) are required on all sides and back of property line where such is necessary to effect the proper flow of water in the drainage easements.

(B) Each Lot Owner shall be required to maintain its, his or her 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 throughout the

establishment of permanent vegetative cover. Owner acknowledges and agrees that Declarant is not responsible for any damages which hereafter may be suffered by Owner or other property owners or parties as a consequence of site preparation work carried out by Owner or his/her contractors, agents or employees and Owner agrees to defend and to fully indemnify and hold Declarant harmless from any such damages sustained in connection therewith.

(C) The Owner, Developer, Builder or Individual Homeowner of each Lot is responsible for using protective measures to prevent sediment from leaving any area of said Lot, as the interest of each may appear, and will be responsible for this until permanent grassing has been established for said Lot. Erosion control measures which may be taken include, but are not limited to the proper installation and erection of a silt fence and the proper installation of hay bales or other deterrent barriers.

(D) To Declarant's knowledge, but without inquiry or independent investigation, neither Declarant nor has any previous owner or user of the Property used, generated, stored or disposed of, above, in or under or around the Property any hazardous waste, toxic substances or related materials ("Hazardous Materials"). For the purpose of this representation, Hazardous Materials shall include but not be limited to any substance, material or waste which is or becomes regulated by any local governmental authority, the State of Mississippi, or the United States of America. Owner hereby releases Declarant from any liability for Hazardous Materials on the Property caused by Owner's activities thereon. The term "Hazardous Materials" also includes, without limitation, any material or substance which is listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 171.101), as amended from time to time;

ARTICLE V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. Powers and Duties. The Board of Directors shall have all the powers, authorities, and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the Bylaws, as same may be amended from time to time, may be exercised and done only by the Members. The powers, authorities, and duties of the Board of Directors shall include, but shall not be limited to, the following:

(A) To provide for the care, upkeep and surveillance of the Common Areas and Common Facilities and services in a manner consistent with law and the provisions of the Bylaws and the Declaration; and

(B) To provide for the establishment, assessment, collection, use, and expenditure of assessments and carrying charges from the Members, and for the filing and enforcement of liens therefor in a manner consistent with law and the provisions of the Bylaws and the Declaration; and

(C) To provide for the designation, hiring, and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and Common Facilities and to provide services on the project in a manner consistent with law and the provisions of the Bylaws and the Declaration; and

(D) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and Common Facilities, including but by no means limited to rules, regulations, restrictions, and requirements designed to prevent unreasonable interference with the use of the Common Areas and Common Facilities by the Members and others, all of which rules, regulations, restrictions, and requirements shall be consistent with law and with the provisions of the Bylaws and the Declaration; and

(E) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the then current fiscal year; and

(F) To purchase insurance upon the Common Areas and Common Facilities in the manner provided for in the Bylaws; and

(G) To repair, restore or reconstruct all or any part of the Common Areas and Common Facilities after any casualty loss in a manner consistent with law and the provisions of the Bylaws, and to otherwise improve the Common Areas and Common Facilities; and

(H) To lease and to grant licenses, easements, rights of way, and other rights of use in all or any part of the Common Areas and Common Facilities; and

(I) To purchase Lots and to lease, mortgage or convey the same, subject to the provisions of the Bylaws and the Declaration.

SECTION 2. Members of the Board of Directors shall be elected in accordance with and as provided for in the by-laws.

ARTICLE VI. INSURANCE

SECTION 1. Association Insurance.

(A) The Association shall obtain fire and extended coverage and comprehensive public liability insurance in such limits, form, and companies, as the Board shall deem advisable to adequately insure the Common Areas and Common Facilities and protect the Owners from and against liability in connection with the Common Area.

(B) All costs, charges and premiums for all insurance authorized by the Board as provided herein shall be a common expense of all Owners and a part of the assessment.

ARTICLE VII. AD VALOREM PROPERTY TAXES

Each Owner shall be responsible for and promptly pay ad valorem taxes on his Lot. The Association shall pay the ad valorem taxes, if any, on the Common Area and Common Facilities.

ARTICLE VIII. ARCHITECTURAL CONTROL

SECTION 1.

(A) Committee Appointment and Operation. At such time as the Board of Directors deems it appropriate in its sole discretion the Board of Directors may appoint an Architectural Review Committee which shall be composed of three (3) or more individuals who shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

(B) Architectural Review. No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the proposed plans and specifications showing the nature, kind, shape, height, materials, exterior color or finish, (plat plan showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been submitted to and approved in writing by Declarant, the Association or the Architectural Review Committee designated by the Board. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Architectural Review Committee.

(C) Declarant's Approval. Until such time as the Architectural Review Committee is in place and operative, Declarant hereby reserves the right to exercise all rights enumerated in this paragraph, in addition to any and all other rights the Declarant set forth herein.

SECTION 2. Building Sizes and Locations.

(A) For the development of some Lots in the Property, it may be impossible or inadvisable to enforce the above stated set-back requirements or those set forth in Section 1 (N) or Section 2 (H) of Article XI due to the natural terrain, lot configuration and/or proximity of adjacent structures. Therefore, notwithstanding anything else herein to the contrary, the Board of Directors may approve specific deviations to said setback requirements which it, in its sole discretion, determines to be beneficial to a specific homesite, or to adjacent homesites, or to the community, but in all cases must meet the minimum county zoning set-back requirements.

(B) Construction shall also be governed by the rules and regulations adopted by the Architectural Review Committee established by the Board and are included herein by reference.

SECTION 3. Topography. Except for the work ordinarily associated with the construction of or erection of structures allowed herein or incidental thereto, the topography of the Property shall not be altered by removal, reduction, excavation, filling, or any other means without the prior written approval of the Board of Directors. Written approval will be granted for the minimum amount of earth movement required in plans and specifications approved pursuant to the provisions of the Declaration.

SECTION 4. Rules and Regulations, etc. The Board of Directors may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to setbacks, materials, or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration.

SECTION 5. Building Permits. A Madison County Building Permit shall be required for all new construction.

SECTION 6. All proposed new home construction shall be subject to review and written approval by the Declarant. Other new construction, additions or modifications shall be subject to review and written approval by the Declarant or the Owners Association. The primary purpose of such review shall be to assist property Owners in achieving compliance with the building restrictions. Construction of new structures includes, without limitations, equipment and material, gazebos, arbors associated with landscaping, and other similar construction. Accordingly, no construction shall commence until the plans and specifications shall have been submitted to and approved in writing by Declarant, in the case of new home construction; or by the Declarant or the Owners Association in the case of other new construction or modifications, and a County building permit obtained for said new construction.

ARTICLE IX. CONSENTS (Notice to Mortgagee)

Any other provision of this Declaration to the contrary notwithstanding, neither the Members, nor the Board of Directors, nor the Association, by any act or omission, shall do any of the following things without the prior written consent and approval of the holders of a least fifty-one (51%) percent [sixty-seven (67%) percent for abandonment and termination] of all first mortgages of record encumbering the Lots:

SECTION 1. Abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas or community facilities; provided, however, that the change or realignment of boundaries in accordance with Article XV, Section 1, the granting of a right of way, easements, and the like for utilities or for other purposes consistent with the use of any Common Areas or community facilities by the Members of the Association shall not be considered an encumbrance, sale or transfer within the meaning of this Subsection.

SECTION 2. Abandon or terminate this Declaration [required sixty-seven (67%) percent].

SECTION 3. Modify or amend any material or substantive provision of this Declaration or the Bylaws of the Association pertaining to the rights of said holders of all first mortgages of record encumbering the Lots.

SECTION 4. Materially amend any provisions of this Declaration, or add any material provisions thereto, which establish provide for, govern or regulate any of the following:

- (A) Voting Rights of Members;
- (B) Assessments, assessment liens, or subordination of such liens;
- (C) Reserves for maintenance and repair and replacement of any Common Areas and community facilities;
- (D) Insurance or Fidelity Bonds;
- (E) Rights to use of any Common Areas or community facilities;
- (F) Responsibilities for maintenance and repair of the several portions of any Common Areas or community facilities;
- (G) Interests in any Common Areas and community facilities;
- (H) Subject to proviso of (1) above, reduction, conveyance, encumbrances, dedication, transfer, or exchange of all or any part of any Common Areas and community facilities;
- (I) Selling or leasing of lots or the dwellings thereon;
- (J) Imposition of any right of first refusal or similar restriction on the right of a Member to sell, transfer, or otherwise convey his or her Lot; or
- (K) Provisions of this Declaration and the Bylaws of the Association which are for the express benefit of mortgagees of first mortgages of record.

SECTION 5. Restore or repair any Common Areas or community facilities after a partial condemnation or damage due to an insurable hazard except in substantial conformance to the original plans and specifications thereof and in accordance with this Declaration.

SECTION 6. Re-allocate the interests of the Members in any Common Areas or community facilities partially destroyed.

ARTICLE X. EASEMENTS

SECTION 1.

(A) Utility Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights of way in, through, across, on, over, and under the portions of the Property which are designated as such on the plat of the subdivision, or contained within the body of the deed, including full right of ingress and egress, for the installation, operation, use maintenance, repair, and removal of utilities and drainage facilities and floodway easements located in utility or drainage easements as shown and designated on the plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility. Nothing herein contained shall obligate the Declarant or the Association to remove any such obstacles or impediments or obstructions, but the Declarant or the Association may require owner to do so, if, at the sole discretion of the Declarant or the Association such removal is the owner's responsibility.

The Declarant shall have non-exclusive easements and rights of way in, through, across, on, over, and under the portion of the Common Area which is not improved with buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct and repair sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television or other communication cables, underground conduits, and any related improvements or appurtenances for all other purposes reasonably related to the completion of construction and the provision of public or private utility services to any portion of the Property. Any and all conveyance documents from the Declarant to the Association with respect to the Common Area and Common Facilities shall be conclusively deemed to incorporate the provisions of this Section 1, whether or not specifically contained in such conveyance documents. At the Declarant's request, the Association shall from time to time execute, acknowledge, and deliver to the Declarant such documents as the Declarant considers necessary to implement the provisions of this Section 1.

The reservations and rights of this Section 1 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any gradings of the soil, and (ii) take any other similar action

reasonably necessary to provide economical and safe utility and drainage facility installment, repair and maintenance and to maintain reasonable standards of health, safety, and appearance.

(B) Declarant hereby reserves such utility and drainage easements as are set forth in Section 1(A) above, or reserved in the Deed to any Grantee from Declarant, whichever is greater, including a five (5) foot utility easement along each interior lot line, ten (10) feet along adjacent to the front (or street) lot line and five (5) feet along and adjacent to the rear lot line, which reservation may be waived for good reason by Declarant or its successor in interest, the Owners Association.

SECTION 2. Damage and Ingress and Egress. Any entry by the Declarant, the Association or any utility upon any Lot for the purposes permitted or contemplated by this Article X shall be made with as little inconvenience to the Owner as reasonably practical, and all physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored. However, Declarant is not responsible for any act or activity of the utility performing any maintenance or construction on the Lot.

ARTICLE XI. USE RESTRICTIONS

SECTION 1. Use Restrictions. The Property shall be subject to the following use restrictions:

(A) All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above grade, plus a basement, if applicable. No factory built, log home, trailer, pre-existing home moved to a lot, manufactured house or mobile home shall be allowed on any lot in said subdivision. All homes to be built/constructed on site in said subdivision.

(B) The term "residential purposes" shall generally be defined as single-family homes, and shall exclude all commercial and professional uses, and among other things, garage apartment, garage shop, apartment houses, duplexes and multi-family residences, profit or non-profit nursing homes, hospitals, and other similar private or charitable enterprises, and any and all such usages of this property are hereby expressly prohibited. No garage or outbuilding on said property shall be used as a residence or living quarters.

(C) Each residence shall be provided with off-street parking in the form of a concrete driveway extending from the pavement on the street on which the residence faces to the garage, or on a corner lot, from the pavement on the street to the side of such residence to the garage. All homes must have a two-car (full-size) attached garage. All garages must have doors which conceal the contents of the garage and which will remain closed unless accommodating the entrance or exit of a vehicle or for other good cause. All automobiles, other vehicles, and equipment of any type that are not otherwise prohibited from being parked or left standing overnight in the subdivision which are parked or left standing overnight in the subdivision must be parked or left standing only on the

aforementioned concrete driveway or in the attached garage, except small boats or light residential equipment which must be screened by an approved fence and not visible from adjoining lots or streets. However, this restriction shall not prevent guests of residents of the subdivision from parking such guest's automobile on the street overnight on a temporary basis only.

(D) (For keeping of fowl, animals and pets see Section 2, Paragraph Q, infra.)

(E) No trash, ashes or other refuse may be thrown or dumped on any said lots.

(F) No building material of any kind or character shall be placed or stored upon the said property until the Owner is ready to commence improvements. Building material shall not be placed or stored in the street.

(G) All driveways must be constructed of concrete and all houses must have front concrete walks extending from the entrance of the house to the driveway or the street.

(H) At the time of construction of a dwelling on any lot in this subdivision, the then Owner will construct a concrete sidewalk 18" from and parallel to the back of the curb, forty-eight (48") inches in width and four (4") inches thick, across the front of said lot, and the street side if a corner lot, excepting only the paved driveway. The surface of said sidewalk shall have a broom finish and shall connect evenly with any sidewalk existing on an existing lot or any driveway.

(I) No fence, wall or hedge shall be placed on any of the said lots nearer to any street than is permitted for the house on said lot unless approved in writing by Declarant, provided that it still owns any lot in the subdivision, and/or the Owners Association, as appropriate. Any fence or wall construction on any lot shall be constructed of cedar, fir, treated pine, cypress, or redwood. (CHAIN LINK FENCES OR WIRE FENCES ARE STRICTLY PROHIBITED IF NOT SCREENED FROM PUBLIC VIEW BY AN APPROVED FENCE OR OTHER SCREENING MATERIALS APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.) Maximum height of fence to be six (6) feet unless approved in writing by the Declarant or the Owners Association.

- (J) (i) Lots 1-57 inclusive of the sub-division of the Property described in Exhibit "A" shall have a minimum heated and cooled floor area (livable square feet) of the main structure, exclusive of open porches, garages, and first floor storage area, of not less than sixteen hundred (1600) total livable square feet. Of that minimum sixteen(1600) total livable square feet, a minimum of eleven hundred (1100) square feet must be finished floor area on the first floor.
- (ii) Lots 58-66 both inclusive of the sub-division of the Property described in Exhibit "A" shall have a minimum heated and cooled floor area (livable square feet) of the main structure, exclusive of open porches, garages, and the first floor storage area, of not less than thirteen hundred (1,300) total livable

square feet. Of that minimum eighteen hundred (1,800) total livable square feet, a minimum of thirteen (1,300) square feet must be finished floor area on the first floor.

(K) (i) No house shall have a roof with a pitch less than eight/twelve (8/12) on the main roof structure.

(ii) It is the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials, all plans and specifications shall be subject to approval of the Declarant or its designee, the Architectural Review Board or committee, if Declarant elects to form such a body.

(L) Any construction commenced on any house as provided in this declaration shall be substantially completed per the plans, including without limitations, all painting, within 365 days from the date such construction commenced as evidenced by the issuance of the building permit and first code inspection. Violation of this restriction shall subject the lot to a fee or charge of \$50.00 per day for each day such construction remains in violation of this restriction; which charge or fee may be collected by such action or means as Declarant or its successor, the Board of Directors, may approve pursuant to this Declaration.

(M) Outbuildings, when detached from the main building, shall be set back of the rear line of the main building on said lot, and shall not be located nearer than ten (10) feet to the side or rear lot line. Any outbuilding must be approved in writing by the Declarant or the Owners Association prior to beginning construction and be screened by an approved fence. Also, the sides and roof shall match the house. The maximum height of walls shall not exceed the fence height and the total height at the top (ridge) of the roof shall not exceed eight and one-half (8 ½) feet from the ground. The only visible part of the building over the fence upward to the roof shall not extend above the fence more than two and one-half (2 ½) feet. The floor area of the structure shall not exceed one hundred eight (108) square feet. No fence shall exceed six (6) feet in height. Any variance from this must be approved in writing by the Declarant or the Owners Association prior to beginning construction. If required by the County, a County building permit must be obtained before commencing construction.

SECTION 2. Prohibitions Against Use.

(A) The Owner of each lot (Declarant, Builder, or individual homeowner) is responsible for using protective measures to prevent sediment from leaving any area of said lot. The Owner will be responsible for this until permanent grassing has been established for said lot. Erosion control measures which may be taken include, but is not limited to, the proper installation and erection of silt fence and the proper installation of hay bales.

(B) (i) Grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals by the Owners, 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. The above restrictions apply to all lots purchased before and after a house is built on the lot. The Declarant, provided that it still owns any lot in the subdivision, and/or the Owners Association may, at their option and in their discretion, have dead trees removed from the property and mow and remove debris, and the Owner of such lot shall be obligated to reimburse Declarant and/or the Owners Association for the cost of such work. Should such Owner refuse or neglect to comply with the terms of this paragraph, Declarant or its successor, the Board of Directors, may take such action as will secure performance by the defaulting Owner as provided for elsewhere in this Declaration. Declarant and/or Builder/contractor remain responsible for the upkeep of lots once a house is completed on such lots until the property is sold and/or occupied. While not subject to the same mowing frequency requirements of lots with completed houses, vacant lots shall be maintained by Declarant and/or Builder/contractor in such a manner to prevent such lot from becoming a nuisance to the subdivision.

- (ii) All Lots shall be sodded from the back of the curb to the dwelling (excluding driveways) and if a corner lot for a distance of thirty (30) feet from the back of curb or less as is appropriate in the opinion of Declarant because of the topography of the Lot and dwelling site. A minimum distance of eighteen (18) inches will be maintained between the back of the curb and sidewalk and will be sodded as per Article XI, Section 1 (H).

(C) No clothes line shall be erected or maintained on any of said lots, nor shall laundry be hung, where exposed to view of the public or other lot Owners.

(D) No tent (except as provided in Paragraph M below), shack, barn or other outbuilding shall be erected or located on any of the above described lots and shall not at any time be used as a residence, either temporary or permanent, nor shall any structure of temporary character be used as a residence.

(E) No farm machinery, equipment, trailers, recreational vehicles (RV's), tractors, vehicles unable to move under their own power, or trucks larger than three-quarter (3/4) ton shall be permitted to be parked or left standing overnight on any part of any lot or street in said subdivision. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots or light residential equipment screened by an approved fence and not visible from adjoining lots or streets. Further, no automobiles, other vehicles, machinery and equipment described above, or similar machinery and equipment of any type shall be permitted to be placed on any part of any lot or street in the subdivision at any time for the specific purpose of advertising for sale such automobile, vehicle, machinery, or equipment.

(F) No privy, cess-pool, septic tank field or disposal plant shall be erected or maintained on any of the said lots, and all residences shall have the plumbing connected to the available sanitary facilities.

(G) No obnoxious or offensive trade or activity shall be conducted on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(H) No building, inclusive of the garage shall be located on any residential lot nearer than twenty-five (25) feet from the front lot line or nearer than seven and one-half (7.5) feet to any side lot line on interior lots. No building shall be located on any lot nearer than twenty (20) feet from the back lot line. No building shall be located on any lot nearer than twenty (25) feet from the side street lot line. Eaves of buildings located within the set back lines provided in this paragraph may extend across said set back lines, but shall not extend across any lot lines. Provided, however, the side street setbacks for any lot having frontage on two (2) streets shall be twenty (25) feet.

(I) 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.

(J) In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the set back requirements set out in numbered Paragraph H above, relative to any common interior lot lines of such lots or any utility or drainage easement the vacating of which is not to the detriment of any other lot in the subdivision, to the extent permitted by law may be waived by Declarant, provided that it still owns any lot in the subdivision, and/or the Owners Association in writing. However, all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot.

(K) No antennas, Citizens Band or otherwise, that require towers or guyed wires, or are attached to house (including chimney) shall be permitted on any lot in said subdivision at any time without prior written approval by the Declarant or the Owners Association.

(L) No sign or signs advertising of any kind shall be maintained or permitted within any windows, on the exterior of any windows located within the development or elsewhere or any portion of the Property so as to constitute a nuisance. Notwithstanding the foregoing, the restrictions of this Sub-Section L shall not apply to Declarant, his agents or assigns, so long as Declarant shall own any of the Lots. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration. Nothing contained herein shall prohibit the Owner of any Lot or his agent from placing a "For Sale" or "Lease" sign on his or her lot, with the size of the sign not to exceed 20 inches x 24 inches or 480 square inches.

(M) No tent, except for use in overnight, weekend, or vacation camping, or trailer, whether or not a house trailer, livestock, automobile, or other trailer shall be placed on any Lot or on any other area at any time, either temporarily or permanently without prior approval of Declarant or its successor, the Board of Directors. Boat trailers may be kept on the property provided they are screened when not being used or awaiting use for their intended purpose. No mobile home shall be placed on any Lot or any other area at any time, either temporarily or permanently. All automobiles owned or used by Owners or occupancies other than temporary guests and visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street and Lake view. The Board of Directors shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot of motor homes, tractors, trucks, (other than pickup trucks) commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board of Directors may regulate or at any time for proper cause, prohibit motorcycles, motorized bicycles, ATV's, motorized go-carts, and other similar vehicles, or any of them from being kept, placed, or operated on any portion of the Common Area. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling, or within any portion of the Common Areas except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(N) It shall be the responsibility of each Property Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on the Property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Property. Nor shall any nuisance or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot, Dwelling, or any part of the Common Areas, and each Owner, his family, tenants, invitee's, guests, servants, and agents shall refrain from any act or use of a Lot, Dwelling, or the Common Areas which would cause disorderly, unsightly, or unkempt conditions or which would result in a cancellation of any insurance from any portion of the Property or which would be in violation of any law, governmental code or regulation. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, cowbells, bells, or other sound devices except security and fire alarm devices used exclusively for such purposes shall be located, used, or placed within the Property in such a way as to be objectionable to or offensive to an Owner of any Lot within the Property. Any Owner, or his family, tenants, guests, invitee's, servants, or agents, who dumps or places any trash or debris upon any portion of the Property shall be liable to the Association for the actual costs or removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of that portion of the assessment next becoming due to which the Owner and his Lot are subject.

(O) No television antenna or satellite dish in excess of twenty-four (24") inches, a radio receiver or similar device shall be attached to or installed on any portion of the Property, unless

contained entirely within the interior of a building or other structure, or screened from view by shrubbery or other plants, nor shall radio or television signals nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with reception or other signals within the Property; provided however, that Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security cable television, mobile radio, or other similar systems within the Property and should cable television services be unavailable, and adequate television reception not be otherwise available and such antenna is not concealed from view as required above, then an Owner may make written application to the Board of Directors for permission to install a satellite dish or a television antenna not permitted above.

(P) The design and location of landscape lighting fixtures shall be subject to the approval of the Board of Directors. Neither these nor any other illumination devices, not including illuminated Christmas ornaments operating twenty-four (24) days prior to Christmas and ten (10) days after Christmas shall be located anywhere on the structure or grounds of any Lot in such a manner as to adversely illuminate or affect the nighttime environment of any adjoining Property.

(Q) No animals, large or small, whether horses, cows, camels, sheep or goats, or other livestock or swine, emu, bison, raptors or reptiles, poultry of any kind, and no fowl except for birds caged as inside pets; shall be raised, bred, kept, staked, fed or pastured on any Lot, or in the Common Area, except as follows: No kennel or pens may be constructed or used for the care and housing of more than two (2) dogs and no more than two (2) dogs may be regularly housed at the residence of the Owner. An Owner may keep two (2) domesticated house cats. Any dog pen must be approved by the Declarant or the Owners Association in writing prior to construction and be screened by an approved fence. Regardless of number, whether two (2) or less dogs or cats, the keeping of said animals shall be such as to not constitute an annoyance or nuisance to the community. No kennels will be allowed unless Owner resides on the premises. All dogs not within a residence, within a fenced yard, or in a kennel shall be kept on a leash suitable to the temperament of the animal and in the care of a person able to restrain and control the animal on the leash.

(R) Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and his agents, employees, heirs and assigns (including a licensed Contractor-Homebuilder) to maintain and carry on those facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or dwellings or the development of Lots, Dwellings and Common Areas.

(S) Whenever the Association and/or the Declarant is permitted by the Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

(T) Mailboxes: The Declarant or its successor, the Architectural Review Committee, as established by the Owners Association, shall have the authority to designate the type and quality of mailboxes or other receptacles for the deposit of mail. A schematic or a design sheet showing the specifications and materials is attached hereto as Exhibit "G" and made a part hereof by reference.

SECTION 3. General Uses.

(A) Other restrictions applicable to each lot may be made by appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall inure to the benefit of all parties in the same manner as though they have been originally expressed herein.

(B) A lot Owner, in building or causing to be built the original dwelling on any lot, shall not substantially duplicate the exterior elevation, including design or architecture, of any other dwelling then existing within four hundred (400) feet measured along the street on which the Lot fronts or in the event the Lot is a corner Lot then no dwelling shall be substantially duplicated for a distance of four hundred (400) feet along the street forming the side lot line.

- (C) (i) Landscaping Plans shall include all proposed shrub and groundcover planting noting actual plant species and spacing.
- (ii) All proposed lawn areas, noting method of application (sod, seeding, hydro-mulching, etc.) and lawn species.
- (iii) All front lawn areas shall be sodded, and all corner lots will be considered as having two front lawn areas. No hydro-mulching shall be allowed on front lawn areas.
- (iv) Any area of the lawn between the sidewalk and street shall be consider as the Owner's front lawn and shall be landscaped, or kept in its natural state, as shall be mutually agreed upon in writing by Owner and Declarant or Landscape Committee.

(D) All of the restrictions and covenants appearing herein, as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason are not enforceable, all others shall not be affected or impaired thereby, and shall remain in full force and effect.

(E) Violation of any of the covenants and restrictions contained herein are enforceable by any other person or persons owning any of said lots, and who may proceed at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable. Further, if after receipt of notice of any violation of these covenants and restrictions, and an opportunity has been provided to correct or remedy the violation, the person or persons owning any of said lots has filed or refused to correct or remedy the violation, suit may be instituted to enforce compliance with these covenants and restrictions. If suit is instituted to enforce these covenants, the prevailing party shall be entitled to also seek recovery of its reasonable attorney fees and court costs.

(F) There may be created, as shown on the face of the plat of the subdivision, or by separate recorded instrument, such open-space (common area) tracts as the Declarant shall create and declare. Such (common area) open-space tracts shall include any retention pond, drainage canal or channel, or creek traversing the property as well as all open-space easements created or arising out of the subdivision development shall be for the benefit of all properties in the subdivision and shall be maintained by the Association, as provided in this declaration. At any time following the filing of the final subdivision map or plat for the subdivision, title to the mentioned common areas located in the subdivision may be conveyed to and accepted by the Association, such conveyance to be at the discretion of the Declarant.

Subsequent to subject transfer of title to the Association, all responsibility and liability of the open-space tracts or common areas, open-space easements, and/or any amenities located thereon, shall become the responsibility and/or liability of the Association. All costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, related to the above mentioned property shall be borne by the Association.

(G) Erosion Control. The Declarant, its successors in title and assigns including but not limited to the Association or to an Association formed for the benefit of particular lots, shall have the right, but shall not be obligated, to protect from erosion all the shoreline on all Lots abutting the Lake by planting trees, plants and shrubs where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Declarant and/or the Association, respectively. The right is likewise reserved to the Declarant and to the Association to take steps necessary to provide and insure adequate drainage ways to, in, from, over and across any Common Area, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by assessment of the Association in accordance with Article IV of this Declaration.

ARTICLE XII. RULE MAKING

SECTION 1. Rules and Regulations.

(A) Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Dwellings, Common Areas, and Common Facilities. Particularly and without limitation, the Board of Directors may promulgate from time to time rules and regulations which will govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as the application of insecticides, herbicides, fertilizers and pesticides and other chemicals.

(B) Subject to the terms and provisions of this Declaration, Declarant or its successor, the Board of Directors, may establish rules and regulations, fees, and charges from time to time

pertaining to use of the recreational area and amenities as are now and hereinafter located in the Common Areas.

ARTICLE XIII. PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1 The Property. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

SECTION 2 Phase Development. The Declarant expressly reserves the option, right and privilege (i) to annex all or any portion of the real property described in Exhibit "B" which is the Additional Property, to the Property, and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration and to the jurisdiction of Association. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section 3 of this Article XIII.

The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any portion of the Additional Property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Declarant and the Association that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

SECTION 3 Annexation Procedures. To annex Additional Property to the Property as permitted by Section 2 of this Article XIII. the Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property and the new, amended or revised description of the Property. The option, right and privilege of the Declarant to annex any portion of Additional Property to the Property is subject to the following provisions:

(A) The Declarant's option, right and privilege to annex Additional Property shall terminate and expire on December 31, 2014.

(B) The Declarant may annex any portion of the Additional Property at different times and in any sequence desired by the Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous to the Property.

(C) The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed, but the Supplement may contain such complementary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary for the different character

or use, if any, of the Additional Property being annexed. Such complementary additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section 14 of Article IV to equitable adjustments, and otherwise shall not amend or modify the provisions of this Declaration.

SECTION 4 Effect of Annexation. Upon the Supplement referred to in Section 3 of this Article XIII being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, the Common Area and the Common Facilities, including any Green Space, of or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and membership of the Association, including the Charter, the Bylaws and the rules and regulations promulgated or adopted by the Board of Directors. All Owners of Lots shall be granted the rights contained in Article II to the Property as described after such annexation.

ARTICLE XIV. GENERAL PROVISIONS

SECTION 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for an initial term ending December 31, 2035, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of a sixty-seven (67%) percent majority of the Lots has been recorded in the deed records in said Chancery Clerk's office agreeing to abolish the said Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

SECTION 2. Amendments. Notwithstanding Section 1 of this Article XIV, the Covenants, Conditions and Restrictions of this Declaration may be amended by the Declarant only prior to December 31, 2010. Thereafter and prior to December 31, 2015, this Declaration may be amended in part with the consent of Declarant and not less than fifty (50%) percent of the voting power of the Lot Owners. Thereafter said covenants and this Declaration may be amended or terminated with the consent of the Owners of sixty-seven (67%) percent of the Lots, and in each case such amendment shall be evidenced by a document in writing bearing the signatures of such Owners. All amendments, if any, shall be recorded in the Office of the Chancery Clerk of Madison County, Mississippi.

SECTION 3. Enforcement of Declaration.

(A) Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Persons, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owners of the Lot where such structure or improvements is located or who otherwise causes such violation, if the violation is not corrected by such Owners within thirty (30) days after written notice of such violation. Any person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 9 of Article IV. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

(B) Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of any Owner under this Declaration or otherwise specified in this Declaration, including Section 9 of Article IV, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association, and each Owner by acceptance of a deed or other conveyance document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

SECTION 4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 5. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

SECTION 6. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

SECTION 7. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Lot or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(A) Any sixty (60) day delinquency in the payment of assessments or charges owned by the Owner or any Lot on which it holds the mortgage, and as to which delinquency, collection is instituted.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

(D) The Association may charge a fee, which fee is reasonable in its sole discretion for such notices.

SECTION 8. Notice of Mortgage. Any holder of a Recorded First Mortgage shall be entitled to notify the Association that such mortgagee holds a mortgage on a Lot.

SECTION 9. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing any may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered five (5) business days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided, however, that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

ARTICLE XV.

DECLARANT'S RIGHTS AND RESERVATIONS

SECTION 1. Declarant's Rights and Reservations. No provision in the Charter, Bylaws, or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or re-subdivide any portions of the Property, or realign any line

common to two (2) lots or between a lot and a Common Area, or to complete improvements or refurbishments (if any) to and on the Common Area or any portion of the Property owned by Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements as Declarant deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to the right to install and maintain such structures, signs, and sales office as may be reasonably necessary for the conduct of his business for completing the work and disposing of the Lots by sale, lease, or otherwise. Each Owner by accepting a deed to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a Lot by a purchaser from Declarant to establish on that Lot, Common Areas, additional licenses, easements, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The Declarant need not seek or obtain Board approval of any improvement constructed or placed by Declarant on any portion of the Property. The rights of Declarant under this Declaration may be assigned by Declarant to any successor, and any interest or portion of Declarant's interest in any portion of the Property, by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as Declarant of Bainbridge will be required before any amendment to this Article shall be effective while Declarant owns any portion (or Lot) of the Property. Declarant shall be entitled to the non-exclusive use of the Common Area without further cost or access, ingress, egress, use or enjoyment, in order to show the Property to his prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property. Each Owner hereby grants, by acceptance of the deed to its Lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise his rights under this Article. This Article shall be applicable for so long as the Declarant owns any portion of the Property.

SECTION 2. Notwithstanding anything contained elsewhere herein (Article IX, excluded) to the contrary, all rights and duties conferred on the Board of Directors of the Association under all sections of this Declaration except for Articles VIII (Architectural Review), X (Easements), and XI (Covenants) shall be exercised by Declarant for five (5) years following the execution of this Declaration as to the property described in Exhibits "A". Declarant reserves the right to exercise all rights and duties and give consents and waivers under Articles VIII, X and XI for a period of ten (10) years following the execution of this Declaration. Declarant may turn over all rights reserved hereunder to the Board of Directors at any time prior to the expiration of said five (5) year period. Any rights reserved under this paragraph shall be automatically extinguished or divested, and vest in said Association at such time as Declarant has divested itself of all right, title, and interest in and to the Property unless such rights have been assigned as previously provided for herein.

SECTION 3.

(A) Authority of Declarant. Any two of the parties signatory hereto may execute any document requiring the Declarant's signature and which relates to the interpretation, implementation or enforcement of this document.

(B) Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred only and exclusively by the Declarant, with or without notice to the Association.

SECTION 4. Incorporation by Reference on Resale. In the event any Member sells, assigns, transfers or otherwise conveys any Lot, any instrument of conveyance purporting to effect such conveyance or transfer shall contain a provision incorporating by reference the covenants, conditions, restrictions, servitudes, easements, charges and liens set forth in this Declaration; however, any such sale, assignment, transfer or other conveyance shall be subject to this Declaration whether or not expressly referred to in the instrument.

SECTION 5. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

SECTION 6. No Dedication to Public Uses. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any part of any Common Areas or community facilities by any public or municipal agency, authority, or utility, and nothing herein contained shall be interpreted as imposing upon any public agency, authority or utility company any responsibility or liability for the maintenance or operation of any of the Common Areas or community facilities, except that it shall be the obligation of such agency, authority or utility company to repair any damages caused by same.

SECTION 7. Relationship Between Declarant and Owners/Members. Nothing contained herein creates or shall be deemed to create a fiduciary or partnership relationship between Declarant and Owners.

SECTION 8. Effective Date. This Declaration shall be effective when executed by Declarant and is filed for record in the office of the Chancery Clerk of Madison County.

SECTION 9. Additional Restrictions. The Declarant reserves the right to place additional restrictions on the Common Areas and community facilities in the instrument conveying the Common Areas and community facilities to the Association.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the 12 day of July, 2005.

BAINBRIDGE, LLC,
a Mississippi limited liability company

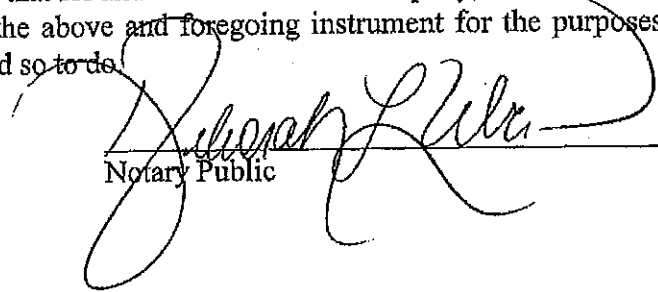
By: _____

ARTHUR H. NOBLE, Member / Manager

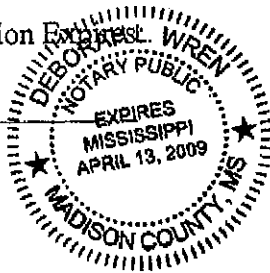
STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July, 2005, within my jurisdiction, the within named **Arthur H. Noble**, personally known to me to be Member/Manager of **BAINBRIDGE, LLC**, a **Mississippi limited liability company**, and that for and in behalf of said company, and as its own act and deed, he executed and delivered the above and foregoing instrument for the purposes mentioned, they having been duly authorized so to do.


Notary Public

My Commission Expires



A parcel of land being located in the South $\frac{1}{4}$ of Section 20, Township 8 North, Range 3 East, Madison County, Mississippi, and being more particularly described as follows:

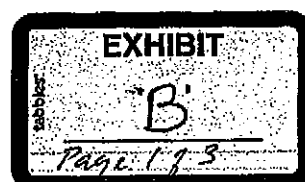
Commence at a found iron pin at the northeast corner of said Section 20, and run West for 2632.31 feet; thence run South for 4277.79 feet to a point on the west line of H&H Management, LLC property on file in deed book 535, page 830, in the Madison County Chancery Clerk's Office, said point being the POINT OF BEGINNING. Thence run along the west line of said H&H Management, LLC property $S00^{\circ}21'35''E$ ($S00^{\circ}16'35''E$ per deed book 535, page 830) for 932.12 feet to the north right of way of Vandell Road, as shown on plat recorded in deed book 1726, page 686; thence run along the north right of way of Vandell Road along a curve to the left, said curve having a radius of 11,219.37 feet, an arc length of 29.18 feet, an included angle of $00^{\circ}08'57''$, a chord length of 29.18 feet, and a chord bearing $N89^{\circ}55'52''W$; thence continue along said north right of way $S89^{\circ}59'38''W$ for 1114.28 feet; thence continue along said north right of way along a curve to the right, said curve having a radius of 28,212.98 feet, an arc length of 452.21 feet, an included angle of $00^{\circ}55'06''$, a chord length of 452.21 feet, and a chord bearing $N89^{\circ}32'49''W$; thence continue along said north right of way $N89^{\circ}05'16''W$ for 150.27 feet to the southwest corner of Thomas G. Hixon property described in deed book 408, page 01; thence run North along the west line of said Hixon property for 706.50 feet; thence run $N69^{\circ}42'21''E$ for 257.56 feet; thence run $S79^{\circ}23'55''E$ for 61.50 feet; thence run $N75^{\circ}56'04''E$ for 151.00 feet; thence run $N59^{\circ}24'37''E$ for 122.30 feet; thence run $N71^{\circ}21'19''E$ for 208.98 feet; thence run $N87^{\circ}50'53''E$ for 109.30 feet; thence run $S75^{\circ}46'29''E$ for 115.26 feet; thence run $N81^{\circ}29'20''E$ for 161.96 feet; thence run $S88^{\circ}11'21''E$ for 281.53 feet; thence run $S82^{\circ}32'27''E$ for 109.88 feet; thence run $S89^{\circ}49'59''E$ for 216.82 feet back to the POINT OF BEGINNING. Said parcel contains 35.76 acres, more or less.

EXHIBIT

A

A tract of land located in a portion of the NE 1/4 of Section 19, Section 20 less a portion on the West side, and the West half of the NW 1/4 of Section 21, all in T8N, R3E, Madison County, Mississippi, and being more particularly described as follows:

BEGINNING at an iron pin marking the intersection of the North R.O.W. line of Yandell Road and the East line of Section 20, T8N, R3E, Madison county, Mississippi, run thence North 00 degrees 43 minutes 02 seconds West along the East line of said Section 20 and a fence for 2763.27 feet to a fence corner; run thence South 98 degrees 45 minutes 02 seconds East along a fence for 1304.65 feet to a fence corner; run thence North 00 degrees 11 minutes 46 seconds West along a fence for 2620.39 feet to a fence corner and an iron pin on the North line of Section 21, T8N, R3E, Madison County, Mississippi; run thence South 87 degrees 36 minutes 17 seconds West along the North line of said Section 21 and a fence for 1328.39 feet to the Northeast corner of section 20 and the Northwest corner of Section 21; run thence North 89 degrees 07 minutes 04 seconds West along the North line of said Section 20 and a fence for 5200.29 feet to the Northwest corner of Section 20 and the Northeast corner of Section 19, said corner being in a creek; run thence South 89 degrees 51 minutes 12 seconds West along the North line on said Section 19 and a fence for 990.00 feet to a point; run thence South for 1320.00 feet to a point in a fence; run thence North 89 degrees 51 minutes 12 seconds East along said fence for 990.00 feet to a fence on the West line of said Section 20; run thence South 89 degrees 07 minutes 04 seconds East for 829.38 feet to a point; run thence South for 3962.06 feet to a point on the North R.O.W. line of Yandell Road, said point being in a creek; run thence Easterly along said North R.O.W. line of Yandell Road the following: South 89 degrees 49 minutes 50 seconds East for 770.23 feet, thence South 88 degrees 57 minutes 28 seconds East for 2342.97 feet, thence South 88 degrees 16 minutes 41 seconds East for 1324.63 feet to the POINT OF BEGINNING. Said Tract containing 666.8 acres, more or less.



LESS AND EXCEPT:

TRACT ONE:

A parcel of land containing 201.16 acres (8,762,553.70 square feet), more or less, being situated in Section 20, and the Western $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 8 North, Range 3 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at a found iron pin marking the Northeast corner of Section 20, said pin also being the POINT OF BEGINNING for the parcel herein described; run thence along the Northern line of Section 20, North 89 degrees 19 minutes 18 seconds West for a distance of 996.81 feet; thence leave said Northern line and run South 00 degrees 16 minutes 35 seconds East for a distance of 5298.93 feet to the Northern Right of Way line of Yandell Road; thence run along said Northern Right of Way line South 86 degrees 57 minutes 01 seconds East for a distance of 358.55 feet; thence South 88 degrees 37 minutes 48 seconds East for a distance of 671.08 feet; thence leave said Northern Right of Way line and run North 00 degrees 39 minutes 22 seconds West for a distance of 2769.70 feet; thence South 89 degrees 54 minutes 26 seconds East for a distance of 1304.29 feet; thence North 00 degrees 03 minutes 16 seconds West for a distance of 2592.46 feet to a found iron pin at a fence corner; thence run South 88 degrees 22 minutes 27 seconds West for a distance of 1328.39 feet to the POINT OF BEGINNING.

TRACT TWO:

A parcel of land containing 201.16 acres (8,762,553.35 square feet) more or less, being situated in Section 20, Township 8 North, Range 3 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at a found iron pin marking the Northeast corner of Section 20; run thence along the Northern line of Section 20 North 89 degrees 19 minutes 18 seconds West for a distance of 996.81 feet to the POINT OF BEGINNING for the parcel herein described; thence leave said Northern line and run South 00 degrees 16 minutes 35 seconds East for a distance of 5298.93 feet to the Northern Right of Way line of Yandell Road; thence run along said Northern Right of Way line North 86 degrees 57 minutes 01 seconds West for a distance of 546.79 feet; thence North 87 degrees 53 minutes 30 seconds West for a distance of 942.08 feet; thence North 89 degrees 44 minutes 16

seconds West for a distance of 175.30 feet; thence leave said right of way and run North 00 degrees 16 minutes 35 seconds West for a distance of 5254.06 feet to the Northern line of Section 20; thence run along said Northern line of Section 20 South 89 degrees 19 minutes 18 seconds East for a distance of 1662.66 feet to the POINT OF BEGINNING.

A line running North and South, the point of beginning of which is located by commencing at an iron pin marking the Northeast corner of Section 20, T8N, R3E and running N 89°07'04"W a distance of 2659.47 feet. Such line then runs from the point of beginning S00°16'35"E for a distance of 5254.06 feet more or less to the right of way of Yandell Road.

A parcel of land being located in the South ½ of Section 20, Township 8 North, Range 3 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at a found iron pin at the northeast corner of said Section 20, and run West for 2632.31 feet; thence run South for 4277.79 feet to a point on the west line of H&H Management, LLC property on file in deed book 535, page 830, in the Madison County Chancery Clerk's Office, said point being the POINT OF BEGINNING. Thence run along the west line of said H&H Management, LLC property S00°21'35"E (S00°16'35"E per deed book 535, page 830) for 932.12 feet to the north right of way of Yandell Road, as shown on plat recorded in deed book 1726, page 686; thence run along the north right of way of Yandell Road along a curve to the left, said curve having a radius of 11,219.37 feet, an arc length of 29.18 feet, an included angle of 00°08'57", a chord length of 29.18 feet, and a chord bearing N89°55'52"W; thence continue along said north right of way S89°59'38"W for 1114.28 feet; thence continue along said north right of way along a curve to the right, said curve having a radius of 28,212.98 feet, an arc length of 452.21 feet, an included angle of 00°55'06", a chord length of 452.21 feet, and a chord bearing N89°32'49"W; thence continue along said north right of way N89°05'16"W for 150.27 feet to the southwest corner of Thomas G. Hixon property described in deed book 408, page 01; thence run North along the west line of said Hixon property for 706.50 feet; thence run N69°42'21"E for 257.56 feet; thence run S79°23'55"E for 61.50 feet; thence run N75°56'04"E for 151.00 feet; thence run N59°24'37"E for 122.30 feet; thence run N71°21'19"E for 208.98 feet; thence run N87°50'53"E for 109.30 feet; thence run S75°46'29"E for 115.26 feet; thence run N81°29'20"E for 161.96 feet; thence run S88°11'21"E for 281.53 feet; thence run S82°32'27"E for 109.88 feet; thence run S89°49'59"E for 216.82 feet back to the POINT OF BEGINNING. Said parcel contains 35.76 acres, more or less.

MADISON COUNTY MS This instrument was
filed for record 2005, Nov. 14, at 4:35 P.M.

Book 1987 Page 273
ARTHUR JOHNSTON, C. C.

BY:  D.C.

