

publish and/or file for record such statements of policy, standards, guidelines, and establish, such criteria relating to architectural styles or details, colors, size, set-backs, material or other matters including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this Article X or any other provision or requirement of this Declaration.

Section 10.07. Limitations. Construction in accordance with approved Plans shall be commenced within six months after approval, whether by affirmative action or by forbearance from action, and shall be substantially completed either within six months after construction commences, or within such other period as the Architectural Review Committee shall specify in the approval of the Plans. If construction is not commenced or is not completed as required in this Section 10.07, then approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this Article X shall be required again.

Section 10.08. Parking Requirements. All buildings and other structures and improvements shall be designed, located and constructed so that all vehicles entering upon any Lot shall be parked, maneuvered, loaded or unloaded entirely or completely on such Lot. No overnight parking on Streets shall be permitted.

Section 10.09. Storage Areas. Outside storage areas shall be fenced or screened to provide substantial screening to a minimum height of six feet and, unless otherwise approved by the Architectural Review Committee, a maximum height of eight feet. The location of all storage areas and the design, placement and materials of fences or screens must be approved by the Architectural Review Committee which may require storage areas to be located on the side of or behind the buildings. No fence or screen shall be closer to any Street or Lot boundary line than the established set-back line unless approved by the Architectural Review Committee. Trash or garbage storage areas are required and must be in an adequate size and proportional to the building on the Lot. Air conditioning units must be screened from street view by either lattice, landscaping and/or vegetation.

Section 10.10. Storage Buildings. There shall be NO storage buildings or outbuildings of any kind built or constructed on any of the Lake Lots. With regard to the remaining lots, metal buildings are prohibited unless veneered with stucco, dryvet, brick or other approved material on the exterior with decorative treatment of front elevations. All outbuildings shall be constructed in the same character as the dwelling on the property therewith. The provisions of this Section 10.10 shall apply to all trash or garbage storage, mechanical and similar or other storage buildings and structures not directly connected to the Dwelling or main building structure.

Section 10.11. Landscape Requirements. Unless otherwise approved by the Architectural Review Committee, the required landscape plan shall provide for detailed landscaping of the entire Lot, except the portion of the Lot occupied by building structures, driveways, walks and other improvements.

Section 10.12. Utility Lines. All telephone, electrical, cable television and other similar lines located outside and between any building and any power transmission or other lines shall be underground and shall conform to existing electrical codes.

Section 10.13. Drainage Requirements. The required drainage plan shall provide for satisfactory and appropriate drainage of waters from the Lot to the adjoining established drainage ways. Each Owner is

obligated and required to determine and verify elevations in the established drainage waterways adjoining his Lot and to provide appropriate drainage structures where entrances and exits cross such established drainage waterways to ensure that no drainage will be restricted or obstructed. After notice from the Architectural Review Committee, any drainage structures constructed by the Owner which do not satisfy the provisions of this Section 10.13 shall be removed and rebuilt, at the Owner's expense, to conform with such provisions. The Lot shall be developed to direct the drainage from the Lot to the adjoining designated drainage waterways and shall not be developed to force or channel water onto adjoining Lots or the Common Area. Each Owner shall be responsible for drainage and runoff from their respective lot(s).

Section 10.14. Signs. Except as permitted by Article XIII, no sign of any kind shall be exhibited in any way on or above any part of a Lot without the approval of the Architectural Review Committee.

Section 10.15. Building Sizes and Locations. Exclusive of porches and garages, the living area of the Dwelling, main house or residential structure constructed on a Lot shall be as follows:

- a. No less than 2,000 square feet of heated and cooled living area for any lot which borders or is adjacent to any water, lake, pond, etc.;
- b. No less than 1,800 square feet of heated and cooled living area for any lot which does not border or is not adjacent to any water, lake, pond, etc.

Set-back requirements shall be in accordance with the official Plat filed with the Chancery Court of Rankin County, Mississippi. Unless otherwise specified in a Supplement, the following set-back requirements shall apply to construction of improvements on any Lot. No Dwelling or other residential building shall be erected on any Lot nearer than **25 feet from the front or 20 feet from the rear lot line and 5 feet from the side lot lines.** No Dwelling or other residential building shall be erected on any Lot on the corner of any Street nearer than 25 feet from the lot line adjoining or abutting any Street. Ten (10) foot drainage and utility easements shall be reserved from all front lot lines.

Due to the natural terrain, Lot configurations and/or proximity of adjacent structures, the enforcement of set-back requirements in this Section 10.15 may be impossible or inadvisable. Therefore, the Architectural Review Committee may approve and permit specific deviations to such setback requirements if determined by the Architectural Review Committee to be beneficial to a specific homesite or to adjacent homesites.

Section 10.16. Topography and Vegetation. Without the prior written approval of the Architectural Review Committee, the topography and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means. The Architectural Review Committee may withhold such approval until submission and acceptance of a plan designed to protect the Property from damage or pollution from erosion, pesticides or the seepage of fertilizer or other materials. The Architectural Review Committee will approve a minimum amount of earth movement and vegetation reduction required in approved Plans.

Section 10.17. Tree Removal. No trees, bushes or underbrush of any kind may be removed without the prior written approval of the Architectural Review Committee. Provided that an adequate buffer can be maintained on each side of a Lot, generally approval will be granted for the removal of trees located near the Dwelling or accessory buildings or near the approved site for the Dwelling or accessory buildings, unless such removal will substantially decrease the beauty or the aesthetic characteristics of the Lot of the Property, in the sole judgment of the Architectural Review Committee.

Section 10.18. Further Siting Authority. To prevent excessive drainage from any Lots, the Declarant and the Architectural Review Committee reserve the right, but are not obligated, to establish a maximum percentage of Property which may be covered or improved by a building, patio, driveway or other structures. In the establishment of such maximum percentage, the Declarant and the Architectural Review Committee shall consider topography, percolation rate of the soil, vegetation cover, soil types and conditions, vegetation cover and other relevant environmental factors.

Section 10.19. Sidewalks. Each Builder or Owner shall be required to construct and, if maintenance responsibility is not accepted by a governmental authority, to maintain, at the Owner's cost and expense, a sidewalk along and across the portion of the Lot or the right of way of such Lot which adjoins or abuts any Street. All sidewalks shall be forty-two (42) inches wide and shall be set-back eighteen (18) inches from the curb.

Section 10.20. No Direct Access to Hugh Ward Parkway. No lots abutting and/or adjoining Hugh Ward Parkway shall have direct access from the property onto Hugh Ward Parkway via driveway, gate, path, sidewalk, or otherwise.

Section 10.21. Mandatory Use of Silt Fencing During Construction. The use of Silt Fencing during all phases of construction and/or remodeling shall be mandatory.

ARTICLE XI.

GREEN SPACE AND WATERFRONT AREAS

Section 11.01. Intent. The Declarant intends that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at the Property be maintained and enhanced by designation of certain areas of the Common Area as "Green Space" in this Declaration and on the Plat. No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations adopted and promulgated by the Association. The Declarant and the Association shall have the right, but not the obligation, to (i) erect wildlife feeding stations, (ii) plant small patches of vegetation or other cover and food crops for wildlife, (iii) make access trails or paths or boardwalks through the Green Space and the Common Area to permit or facilitate observation and study of wildlife, hiking, and riding, (iv) erect small signs throughout the Green Space designating points or areas of interest and attraction, and (v) take such other appropriate action to promote the community use, benefit and enjoyment of the Green Space. The Declarant and the Association shall have the right, but not the obligation, to protect the Green Space and other portions of the Common Area and shoreline of all Lots abutting any Water Area from erosion (i) by planting trees, plants, and shrubs where and to the extent appropriate or necessary, or (ii) by construction and maintenance of siltation basins or other erosion control activities or improvements considered appropriate or necessary. The Declarant and the Association shall have the right, but not the obligation, to provide and insure adequate drainage facilities in the Green Space and the Common Area, and to cut fire breaks, remove diseased, dead and dangerous trees and conduct other similar activities. The costs and expenses of such activities, services, improvements, landscaping, maintenance, repair and construction shall be included in the annual maintenance Assessments.

Section 11.02. Waterfront Areas. To substantially preserve the present natural grandeur and aesthetic characteristics of the Property, construction and clearing restrictions are imposed on all Lots and the portion of the Property abutting any Water Area, except for moderate clearing for view and breeze or as

*Wildlife
sanctuary
walking
trails
feeding
areas*

otherwise approved by the Architectural Review Committee. The Architectural Review Committee shall have the right to exempt Lots, or portions of the Property from construction and clearing restrictions determined either not to materially lessen the natural appearances and scenic beauty of the Water Area or to be necessary or appropriate to protect the shoreline from erosion or pollution.

Section 11.03. Other Regulations. The use of the Water Area by the Members, their families and Invitees shall be governed by the applicable rules, regulations and policies adopted and promulgated by the Board of Directors from time to time.

Section 11.04. Designation of Lake Common Areas. Unless otherwise clearly indicated by the provisions of this Article, Lake Common Areas shall in all respects be held and owned for the common use, benefit, and enjoyment of all the Members of the Association as are other Common Areas within the Property. *lake is for everyone*

Section 11.05. Special Restrictions Affecting Lots Adjacent to Lake Common Areas. To preserve the grandeur of a Lake Common Area, there are hereby created special restrictions, rights, and access hereinafter described and defined upon such a parcel of real property described and designated as a Lake Common Area and upon a part of each Lot adjacent to a Lake Common Area, which restrictions, rights, and easements (collectively "lake easements") shall be appurtenant to and shall run with and bind the land within such Lake Common Area, and by their respective legal representatives, heirs, successors and assigns, for as long as a lake is operated and maintained on such Lake Common Area in a manner which preserves the values and amenities of the community, or if such is of lesser duration, for the term of this Declaration. Any Lot within ten (10) feet of a Lake Common Area shall be subject to a right of access for the purpose of maintenance, repair, etc., of the lake and/or any drainage equipment, thereon.

Section 11.06. Special Restrictions Described. No solid line of fence, wall, or shrubbery shall obstruct the Lake Easements. Pursuant to Section 10.04, Lake Lots may only utilize rod iron fencing as more particularly described in Section 13.04. The Owner of each Lot adjacent to the Lake Common Area shall landscape and maintain all that part of his Lot which is visible from the Lake Common Area in an attractive, well kept manner consistent with the overall landscaping plan for the entire Lake Common Area. Owners of Lake Lots must maintain their lots at all times so as to prevent clutter, toys, bikes, and other unsightly items from remaining on the lot overnight.

Section 11.07. Lake Water Level. Neither the Declarant or the Association shall be required to maintain the water level of any lake at any certain elevation or between any certain maximum and minimum elevations. If determined to be necessary or prudent by the Board of Directors, the Association may lower the water level or drain the lake for the discharge of its responsibilities herein, for the installation, maintenance and repair of any Street, walkway, sidewalk, dock, pier, shoreline or shoreline improvement, sewer, drain, pipe, wire or cable, or any related appurtenance, or for any other purpose.

Section 11.08. Responsibility of the Association. The Association shall be responsible for the maintenance of the dam and outlet works of a lake, for the maintenance of appropriate water quality in a lake, for the removal of excessive amounts of vegetation, debris, and/or sediment from a lake, for the regulation of the use and activities the water surface of a lake, for the propagation, control, and management of wildlife of any kind which habitat in or around lakes, and for the acquisition of all permits and approvals, including extensions, renewals, and additions, required by Section 51-3-1 through 51-3-55 of the Mississippi Code of 1972. The Association shall not be responsible for the safety of or accident to or injury, including death of

or incapacity to any Person in or on or under the surface of a lake or in or on the outlet works of a lake.

Section 11.09. Use and Protection of Lakes. Lakes shall not be used for swimming, sailing, or boating. Activities such as fishing and steering of electronic controlled model boats are permitted from the shore. No Person may fill a lake or discharge or place any solid or harmful liquid or other matter or hazardous waste or material in or near a lake whether or not any environmental laws or regulations may be violated by such fill, discharge or placement. No person may enlarge the surface area of a lake without the approval of the Board of Directors.

Section 11.10. Right to Maintain Lots. There is hereby reserved for the benefit of the Declarant, the Association, and Members who own a Lot adjacent to a Lake Common Area, and their successors and assigns, upon, over, through, and across the area subject to Lake Easements, a right, but not the obligation with respect to the Declarant and the Association, and easement to landscape and maintain said area. Such maintenance and landscaping may include regular removal of underbrush, trees less than two inches in diameter, trash, or debris, the planting of grass, trees, and shrubbery, watering, application of fertilizer, and mowing.

ARTICLE XII.

EASEMENTS

Section 12.01. 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 not improved with Dwellings, buildings or other structures, including full rights of ingress and egress, for the installation, operation, use, maintenance, repair and removal of utilities and drainage facilities and flood way 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.

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 cables, underground conduits, and any related improvements or appurtenances and for all other purposes reasonably related to the completion of services to any portion of the Property. 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 12.01.

The reservations and rights in this Section 12.01 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any grading of the soil, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installation, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

Section 12.02. Damage from 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 XII 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.

Section 12.03. Maintenance and Support Easements. Where Dwellings are permitted or are in close proximity to the boundaries of a Lot, the Common Area and Common Facilities on each Lot and Dwelling on such Lot shall be subject to irrevocable easements for the benefit of the Association and the Owners of the adjoining Lots and abutting Dwellings for (i) drainage, (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables and wire Outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting buildings and improvements, (iv) such portions of any building or improvement that may overhang a Lot or any portion of the Common Area and Common Facilities, and (v) the walks and sidewalks serving such adjoining and abutting areas.

ARTICLE XIII.

USE AND OTHER RESTRICTIONS AND REQUIREMENTS

Section 13.01. Use of Lots and Dwellings. Except (i) for the activities of a Developer or other builder during the construction and development of a Lot or the Common Area or Common Facilities, (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration or pursuant to the approval of the Architectural Review Committee, (iii) as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any Dwelling or other improvements on a Lot, the Common Area or the Common Facilities, and (iv) as permitted by Section 13.11, each Lot and Dwelling shall be used for residential purposes only, and no trade and business of any kind or nature may be conducted on or in such Lot or Dwelling. The use of a portion of a Dwelling as an office by the Owner or his tenant shall not be considered to be a violation of this Section 13.01 if such use does not create regular or continual customer, client, or employee traffic. In no event shall any Lot or Dwelling or other improvements on a Lot be used as a storage area for any building contractor or real estate developer, except as specifically permitted by this Declaration.

Section 13.02. Lease of Dwelling. The lease or rental of a Dwelling shall be strictly prohibited. *No renters!*

Section 13.03. No Occupancy By Any Registered Sex Offender. The occupancy of any Dwelling by a Registered Sex Offender shall be strictly prohibited. There shall be no occupancy of any Dwelling by a tenant, lessor, guest, family member, spouse, roommate, co-owner, owner, or any other person who is registered as a sex offender in any State or who is required to be registered as a sex offender in any State.

Section 13.04. Exterior Appearances and Fences.

(a) No chainlink fences shall be permitted within the Property except with respect to maintenance areas within the Common Area and chainlink fences erected by the Declarant or the Association. All fences erected on any portion of a Lake Lot must be constructed of rod iron, shall be unpainted and shall be constructed in accordance with the plans concerning location, design, quality, appearance, height and material which are set forth and approved by the Architectural Review Committee. All fences erected on any portion of non-Lake Lots located in any phase the Property shall be unpainted and shall be constructed in accordance with the plans concerning location, design, quality, appearance, height and material which are attached hereto as Exhibit "B".

(b) No foil or other reflective materials, canopies or awnings or other reflective materials shall

be permitted on or over windows.

(c) No projections of any type shall be placed or permitted above the roof of any improvement except chimneys or other objects approved by the Architectural Review Committee.

(d) Only continuous ridge vents shall be permitted. Static fans which are not flush-mounted to the roof shall not be placed or permitted on the roof of any improvement. High-profile wind turbines and power vents are prohibited.

(e) Only Wood siding may be utilized and attached to any structure within the property. However, Wood siding may not be utilized on any of the Lake Lot homes.

(f) All windows on Lake Lots Homes must be wood. All windows on the front of non-Lake Lot Homes must be wood. With regard to non-Lake Lot Homes, all other windows may be constructed of vinyl, but in no case can any metal windows be installed. No masonite may be used for or attached to the exterior of any structure within the property.

(g) All doors on the front of any structure within the property must be constructed of wood. All doors on the back of any Lake Lot homes must be constructed of wood.

(h) All roofs must be constructed with 30 year Slate Gray Architectural Shingles.

(i) The exterior of any Lake Lot structure must be constructed of stucco, dryvet, and/or brick on all sides of said structure. With regard to non-Lake Lots, the exterior of any structure must be constructed of stucco, dryvet, and/or brick on at least three sides of said structure including the front of said structure.

(j) All driveways must be constructed of exposed aggregate.

(k) As required by Section 10.09, each Owner shall provide a screened area to serve as a service yard and a storage area for trash or garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, clothesline, and other similar or unsightly objects in order to conceal such objects from view from the roads and adjacent Lots and the Common Area. Air conditioning units must be screened from street view by either lattice, landscaping and/or vegetation. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Architectural Review Committee prior to construction. Trash or garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

(l) False shutters on the front of the dwelling must be constructed of wood.

(m) Dormers protruding from bonus rooms over garage roofs can be no more than six (6) feet wide.

(n) Any flashing that can be seen from the street must be made of copper. All flashing on Lake Lot Homes must be made of copper.

(o) All vents, grills, and louvers must be constructed of wood. No metal vents, grills or louvers are permitted.

(p) Only one driveway curb cut is allowed per lot. Exceptions will be considered for circular driveways, but under no circumstances will two driveways be permitted on one lot.

(q) Front to rear roof pitch must be a minimum of 8 in 12. Side to side pitches must be at least 12 in 12.

(r) Should false dormers with windows be used, a window treatment must be affixed to the window so as to shield the view of the interior attic framing.

(s) Should the finished elevation of the slab be more than eighteen (18) inches higher than the finished grade of the curb along the front of the lot, the finished grade of the brick ledge must be dropped to within eighteen (18) inches of the curb. (This requirement is to prevent houses from being built up on a tall mound of dirt. If this is the case, then the brick ledges must be dropped back down to the proper elevation and the dirt removed from around the perimeter of the house to simulate a crawl space.)

(t) All Owners of lots abutting and/or adjoining Hugh Ward Parkway must maintain a uniform fence on the perimeter of said lot on any side abutting Hugh Ward Parkway. For all lots which abut and/or adjoin Hugh Ward Parkway, the Declarant shall cause to be constructed a uniform fence on all such lots abutting Hugh Ward Parkway. After said construction by the Declarant, it shall be the responsibility of the Owner to properly maintain and replace, when necessary, said fence.

(u) Any external pipes must be black in color.

Section 13.05. Signs. Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be placed, maintained, or permitted on a Lot or within any windows or on the exterior of any Dwelling or other structure located on any Lot by any Person, including the Owner, without the approval of the Architectural Review Committee. The approval of any signs and posters, including name and address signs, shall be upon such conditions the Architectural Review Committee shall determine from time to time, and approval may be arbitrarily withheld. Any approved sign or advertising device shall only contain one name and/or one number plate which shall not exceed 120 square inches, and, if advertising the Lot and/or Dwelling "for sale or "for lease", such sign shall not exceed three square feet in area and shall be subject to Architectural Review Committee's right to restrict color and content. The restrictions of this Section 13.05 shall not apply to the Declarant. The Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within easement areas established by this Declaration.

Section 13.06. Other Buildings and Vehicles. No tent, trailer, barn or other similar outbuilding or structure shall be temporarily or permanently placed or maintained on any Lot or on any other area of the Property without prior approval of the Architectural Review Committee. No mobile home shall be temporarily or permanently placed or maintained on any Lot or any other area of the Property. All automobiles owned or used by Owners or occupiers of a Lot, except temporary guests and visitors, shall be parked in enclosures which screen the automobile from street view. Overnight parking of vehicles in driveways and upon public streets shall be prohibited. The outside storage or parking on any Lot or on any portion of the Common Area of motor homes, tractors, trucks, commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, motorcycles, motorized bicycles, motorized go-carts, or any other similar related forms of transportation vehicle or device, except pickup trucks with a current license plate and current state inspection sticker shall be prohibited. The Board of

Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts and/or other similar vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. No Owner or other occupant of any Lot shall repair or restore any vehicle of any kind on any Lot, within any Dwelling or other structure or on any portion of the Common area, except (i) within enclosed garages or workshops, or (ii) for emergency repairs but only to the extent necessary to enable the movement of such vehicle to a proper repair facility. The Declarant reserves the right, but has no obligation, to designate within the Additional Property a parking area for boat trailers, motor homes or similar vehicles.

Section 13.07. Garages. Each Owner shall provide parking for at least two automobiles for each Dwelling owned or maintained by such Owner. All Dwellings must contain enclosed garages which do not face forward toward the street and are adequately screened from street views. All garages must utilize automatic garage door openers. Garages must have a minimum total width of twenty-two (22) feet. When not in use, all garage doors shall be kept closed. Garages may not protrude more than ten (10) feet from the Dwelling. Garage Doors must be earth tone colors and must contain decorative hardware pursuant to the recommendations of the Architectural Review Committee.

Section 13.08 Unsightly Conditions and Nuisances. Each Owner and his tenants have the responsibility to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on his Lot which may tend to substantially decrease the beauty or aesthetic characteristics of any portion of the Property, including the Lot, and is obligated to maintain and service all grass and landscaped areas on his Lot and maintain the area of the Street and right-of-way abutting his Lot in a clean condition.

No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate or remain upon any Lot or other portion of the Property. No nuisance or odors shall be permitted to exist, operate or remain upon or arise from any Lot or any other portion of the Property which are unsanitary, unsightly, offensive or detrimental to Persons using or occupying any other portion of the Property. No noxious or offensive activities shall be permitted or conducted in or on any Lot or Dwelling or any portion of the Common Area or Common Facilities. Each Owner, his family, Invitees, and all other Persons shall refrain from any act or use of a Lot, the Dwelling or other structures on the Lot or the Common Area, including Common Facilities, which might cause disorderly, unsightly or unkept conditions or which might cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property of which might or would result in a cancellation of any insurance for 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, bells or other sound devices used exclusively for such purposes shall be permitted. Any Owner or other Person who dumps or places, or permits his family or Invitees to dump or place, any trash or debris upon any portion of the Property shall be liable to the Association for all costs and expenses for the removal of such trash or debris incurred or paid by the Association which shall be payable immediately upon demand by or from the Association and shall be considered to be a special Assessment against the Lot.

*Sound/
noise level
restrictions*

Each Lot must be landscaped at the time the Dwelling is constructed and must have grass growing on such Lot within one year after the completion of the constructed Dwelling. The line of sight at intersections will not be violated by any visual barrier of any nature which extends over thirty inches (30") high in an area bounded by a line connecting any point or Points as may lie fifty feet (50') in any given directions from a given intersection.

Section 13.09. Antenna and Satellite Dishes. Whereas, in order to protect public safety and to promote the safe use of any structure upon the property of each homeowner, no permanent structure, including poles, signs, fences, walls or other objects shall be erected within twelve feet (12') of the nearest power line. Additionally, all such structures so erected shall comply with all fire codes, building codes and any county, state and federal regulation that shall apply.

(a) In order to protect the safety of neighboring homes and property from damage caused by wind, storms and other events which regularly occur in this area, no structure may extend more than twelve feet (12') above any roof line of the property.

(b) Antennas shall be installed only on individually-owned property as described on the recorded deed and site plan and no structure so erected may extend beyond the exclusive use area so described in the deed and site plan. The homeowner is required to comply with all permitting regulations required by the city, county, state and all other regulatory agencies. Antennas/satellite dishes shall not encroach upon Common areas or any other owner's property. Antennas/satellite dishes shall be located in a place shielded from view from the street/ driveway and other homes to the maximum extent possible. The preferred location is to place the antenna/satellite dish directly under the roof edge on a front or back wall. The second desired location is to place the antenna/satellite dish in the back yard, shielded from view from the street/driveway and other homes to the maximum extent possible. The third desired location is on the side of the home, shielded from view from the street/driveway and other homes to the maximum extent possible by shrubbery, greenery or other acceptable foliage, or camouflage.

Satellite dishes

(c) Roof mounting of antennas is discouraged due to environmental (wind, thunderstorms and severe weather) conditions. However, should roof mounting of antenna be necessary to receive an acceptable quality signal, then professional installation of antenna is required.

(d) Nothing in this policy requires a DBS antenna installation in a location where an acceptable quality signal cannot be received.

(e) Installation of receiving equipment that is merely duplicative and not necessary for the reception of video programming is prohibited without prior written approval of the Pinelands Homeowners Association.

(f) The Association reserves the right to inspect all antenna installations and to be shown copies of building code inspection compliance documentation, when required. If any aspect of this policy is violated, the Association shall require the immediate correction of the situation. If legal action is necessary, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

Section 13.10. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither the lighting fixtures nor any other illumination devices, including Christmas ornaments, located anywhere on the Dwelling or other structure or grounds of any Lot shall be located, directed or of such intensity to adversely affect the nighttime environment of any adjoining Lot or any portion of the Common Area.

Section 13.11. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked, or pastured on any Lot or any portion of the Common Area, except dogs, cats, birds or other household pets

for noncommercial purposes and which are kept in Dwellings and are not a source of annoyance or a nuisance to the Property or any Member. The Board of Directors shall have the right, but not the obligation, to prohibit or bar certain dogs or breeds of dogs or other household pets from any Lot or Dwelling or other structure on the Lot or any portion of the Property. **Pets shall be attended at all times and shall be registered, licensed and inoculated as required by law. Pets must be kept in a fenced backyard or inside the owner's residence. All residents must abide by all city and county noise ordinances and leash laws.** Pets shall not be permitted upon the Common Area unless accompanied by an adult individual and either carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets from time to time as considered necessary or appropriate, including more restrictive "leash" regulations.

Section 13.12. Sales and Construction Activities. The Declarant is expressly permitted and authorized to maintain and conduct such facilities and activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of Lots and/or Dwellings or the development of Lots, Dwellings and other improvements, the Common Area, the Common Facilities and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures or other improvements. The location of any construction trailers of any Developer or other builder shall be subject to the Declarant's approval. The right to maintain and conduct such facilities and activities specifically includes the right to use Dwellings as model residences, as offices for the sale of Lot's and/or Dwellings, and for related activities. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery, machines, and vehicles.

Section 13.13. Time Sharing. No Lots or Dwellings shall be sold, assigned or leased under any time sharing, time interval or right-to-use programs or investments.

Section 13.14. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, including "perform obligations" or duties imposed on any Owner under this Declaration, then entering any Lot or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

Section 13.15. Subdivision of Lots. No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and the Declarant, if the Declarant owns any Lots subject to the Declaration, but the Declarant expressly reserves the right to replat any Lot or such Lots owned by the Declarant and to take such other action as may be reasonably appropriate, convenient or necessary to make such replatted Lot or Lots suitable for use as a building site for a Dwelling, including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of such replatted Lots.

The provisions of this Section 13.15 shall not prohibit an Owner of two or more contiguous Lots from combining such Lots into one larger Lot or prohibit the Owner of three or more contiguous Lots from combining such Lots into fewer Lots, provided that each of the resulting Lots are larger and contain a minimum Lot footage equal to or greater than the original footage of the Lot having the least footage before such Lots were combined. Thereafter, only the exterior boundary lines of the resulting larger Lot or Lots shall be considered in the interpretation of this Declaration, except that such Owner shall continue to pay Assessments on the basis of the number of Lots shown on the recorded Plat on which such Lots are included.

Section 13.16. Certain Construction Rights. The Declarant expressly reserves the right, but the Declarant shall not be obligated, to build bridges or walkways across any natural or man made Water Area in, on or abutting or contiguous to the Property.

Section 13.17. Easement Interference. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction or flow of surface water runoff in any drainage easement, swale or channel.

Section 13.18 Certain Controls. To implement effective and adequate erosion controls and to protect the beauty and grandeur of the Water Area, the Declarant and Association shall have the right, but not the obligation, to enter upon any lakefront or Water Area or Common Area before and after a building or other improvement has been constructed on such Lot or Common Area to perform any grading or landscaping work or to construct and maintain erosion prevention devices. Prior to exercising its rights under this Section 13.18, the Declarant or, if applicable, the Association shall permit the Owner of the Lot to perform such corrective actions required by giving the Owner a written notice stating the type of corrective action required to be performed and the date by which such corrective action must be completed. If the Owner fails to perform the specified corrective action by such date, then the Declarant or, if applicable, the Association may then exercise the rights under this Section 13.18 to enter in upon the Lot to perform such corrective action. The costs and expenses of such erosion prevention measures when performed by the Association, such costs shall be considered to be a special Assessment against: the Lot and the Owners of such Lot.

To implement effective insect, reptile, and fire ant control, and vegetation and trash control, the Declarant or the, Association have the right, but not the obligation, to enter upon any Lot on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on such Lot if the Declarant or the Architectural Control Committee determines that the Lot distracts from the overall beauty, aesthetic characteristics of safety of any portion of the Property. Such control shall not be performed by the Declarant or the Association until 30 days after written notice of the need for such control has been given to the Owner and the Owner has failed to perform such control within the 30 days. The costs and expenses of such control when performed by the Declarant or, if applicable, the Association shall be paid immediately upon demand by the Owner and, if performed by the Association, such costs shall be considered to be a special Assessment against the Lot and the Owners of such Lot.

This Section 13.18 shall not be construed as an obligation of the Declarant or the Association to (i) mow, clear, cut or prune, (ii) provide garbage or trash removal services, (iii) perform any grading or landscaping work, (iv) construct or maintain erosion control or prevention devices, or (v) provide water pollution control, on, to or for any Lot or property not owned by the Declarant or the Association.

The entering upon any Lot pursuant to the provisions of this Section 13.18 shall not be or be deemed to be trespass.

Section 13.19. Water Wells and Septic Tanks. No water wells or septic tanks shall be permitted on any Lot and no Plans shall be approved by the Architectural Review Committee unless such Plans provide that the Lot will be served by the water system serving the Property. This restriction shall not prevent the

Declarant from designating any part of the Additional Property for the purpose of developing a community water and sewer system to serve the Property or other real property developments in close proximity of or to the Property or dedicating such part of the Property to a governmental authority or company for the purpose of developing a water and sewer system to serve the Property.

Section 13.20. Reconstruction after Fire or Other Casualty Loss. If a Dwelling is partially or completely destroyed by fire or other casualty, then, as required by Section 7.02, the Owner of such Dwelling shall promptly clear the Lot or restore or reconstruct such Dwelling, at his own expense, in accordance with the original Plans or with such other Plans as may be approved by the Architectural Review Committee upon the request of such Owner.

Section 13.21. Vacant Lot Maintenance. Each Owner shall be responsible for the proper seeding, fertilization, watering, mowing, removal of litter and maintenance of any Lot which is vacant or undeveloped. If fill is placed on the Lot and the construction of the improvements is not promptly commenced and completed, then the Owner will be required to maintain such Lot so stated in the preceding sentence.

Section 13.22. Pier and Curtain Wall Type Foundations. All Dwellings constructed on any Lot with a pier and curtain wall type foundation shall have a curtain wall extending around the entire house. No concrete or wood block curtain walls will be permitted.

Section 13.23. Mailboxes. All mailboxes must be located and constructed exactly to the design and specifications provided by the Developer and Architectural Review Committee and change in the initial design and construction may not be made without prior written approval from the Developer and the Architectural Review Committee. The design and specifications for mailboxes shall be provided to each Owner.

Section 13.24. Living Quarters other than the Dwelling. No garage or outbuilding on any lot shall be used as a living quarters either permanent or temporary.

Section 13.25. Motor Vehicles. No motor vehicles including, but not limited to trail bikes, motor cycles and dune buggies, shall be driven upon driveways, cul de sacs or parking areas except as a means of ingress and egress to a Street; no motor vehicles of any kind shall be driven on pathways, bike trails or Common Areas except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area.

Section 13.26. Parking on Designated Visitor Parking Lot of the Common Area. No vehicle owned, leased, or used by an Owner shall be parked in or on Designated Visitor Parking Lot. This restriction may be waived by affirmative vote of two-thirds of the Board of Directors.

Section 13.27. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any portion of the Lot exterior of the Dwelling except as approved in writing by the Association.

Section 13.28. Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the Association.

Section 13.29. Playground Equipment. All playground equipment, including, but not limited to,

swingsets, see-saws, sand boxes, etc, must be placed in the backyard of the property. However, no playground equipment, including, but not limited to, swingsets, kiddie pools, see-saws, sand boxes, etc., may be placed on any property of any Lake Lot.

Section 13.30. Treehouses. No treehouse shall be permitted on any portion of the Lot.

Section 13.31. Sports Equipment. No sports or athletic equipment of a permanent nature shall be placed on any Lot or Dwelling without the approval of the Architectural Review Committee.

Section 13.32. Use of Firearms. No guns, firearms or weapons of any kind including, but not limited to, BB and pellet guns, and no bows and arrows or other weapons shall be allowed on any Street or Common Area.

Section 13.33. Rules. From time to time the Board of Directors shall adopt general rules, including but not limited to, rules to implement the provisions in this Article and such rules as are required herein. Such general rules may be adopted or amended by two-thirds vote of the Board, following a hearing for which notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 13.34. Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this Article.

The Developer or other builder, who is engaged in developing or improving any portion of the Property, shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection, and maintenance or directional and promotional signs and conduct of sales activities, including maintenance of a model Dwelling. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Property.

Section 13.35. Swimming Pools. No above-ground swimming pools shall be placed on any Lot or Dwelling. The construction of residential in-ground swimming pools shall be permitted, on non-Lake Lots provided that these in-ground swimming pools are placed and fenced according to Section 13.36. No swimming pools may be placed on any Lake Lots.

Section 13.36. Fencing Swimming Pools. All private residential in-ground swimming pools shall be screened from the street and constructed in the rear yard. The actual pool (not surrounding patio or deck) may not be built closer than 10' from either side yard lot line or 10' from the rear property line provided the property abuts other residential property at the rear. A secure fence shall enclose the pool area and shall be constructed in accordance with the plans concerning location, design, quality, appearance, height and material as described in Section 13.04(a). Spa units shall be screened from the street and constructed in the rear or side yard. No Spa Units shall be permitted on any Lake Lots.

ARTICLE XIV.

ENFORCEMENT OF DECLARATION

Section 14.01. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, 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 improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owners within 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 6.03. 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.

Section 14.02. 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 to 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 an Owner under this Declaration or otherwise specified in this Declaration, including Section 6.03, 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.

ARTICLE XV.

GENERAL PROVISIONS

Section 15.01. Duration. 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 Declarant, the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, until January 1, 2025. After such date this Declaration shall be automatically extended for the successive periods of ten years unless a Supplement signed by a majority of the Owners in interest has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

Section 15.02. Amendments. Notwithstanding Section 15.01, this Declaration may be amended, modified and/or changed either (i) by the Declarant properly filing for record a Supplement prior to January 1, 2026, and (ii) thereafter by Owners of at least 75% of the Lots.

Section 15.03. Interpretation. The provision of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 15.04. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 15.05. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 15.06. Notice 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 delivered to the Dwelling of, or deposited in the United States mails, postage prepaid, addressed to the last known address of, the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is delivered or mailed.

Section 15.07. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant with or without notice to the Association,

Section 15.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating the provisions of this Declaration by reference.

Section 15.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area or Common Facilities by any public agency or authority or by any utility, or shall be interpreted as imposing upon any public agency or authority or on any utility any responsibility or liability for the maintenance or operation of any portion of the Common Area or Common Facilities.

Section 15.10. First Mortgagee Notice and Right to Cure. No suit or other proceeding may be brought to foreclose the lien for an Assessment except after 10 days written notice to the holder of the First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

Any holder of a First Mortgage of any Lot may pay any taxes, rents, utility charges or other charges levied against the Common Area or Common Facilities which are in default and which may or have become a charge or lien against any of the Common Area or Common Facilities, and may pay any overdue premiums on any hazard or liability insurance policy, or secure new hazard or liability insurance coverage on the lapse of any policy, relating to the Common Area or Common Facilities. Any holder of a First mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 15.11. 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 to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and the

singular shall include the plural.

Section 15.12. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

Section 15.13. Conflict. In all cases where the Governing Documents may be found to be in conflict with any statute, the statute shall control. In the event of conflict among two or more Governing Documents, each of the following Documents, shall govern the Documents listed thereunder:

- (a) Declaration,
- (b) Charter,
- (c) Bylaws,
- (d) Resolutions of Board of Directors.

ARTICLE XVI.

NEIGHBORHOODS

Section 16.01. Provisions Interpreted Separately. The provisions in this Article shall be construed and interpreted as though they applied separately to each Neighborhood comprising part of the Property, but the interpretation and construction of the provisions in this Article shall be uniform as to the separate neighborhoods.

Section 16.02. Level of Services Within A Neighborhood. The Owners of Lots within a Neighborhood, as a group, shall have the right and authority to make from time to time recommendations to the Board of Directors concerning the nature and extent of all services to be furnished by the Association with respect to:

- a) any Neighborhood common areas and common facilities situated within the Neighborhood,
- b) any public streets, sidewalks, medians and other public areas situated within or adjoining the Neighborhood,
- c) the maintenance and repair of any dwelling or their appurtenances within the Neighborhood,
- d) any other lands or improvements situated within the Neighborhood,
- e) the maintenance and care of any lawn or garden area within the Neighborhood.

Any recommendation made pursuant to this Section shall promptly be adopted and implemented by the Board of Directors unless the Board of Directors formally shall determine, by order entered on its minutes, that there exists a reason or reasons why the recommendation should not be adopted and implemented, and shall set forth in such order what the reason or reasons are. Any recommendation made pursuant to this Section shall not be adopted or implemented by the Board of Directors if it shall:

- a) be inconsistent with the general scheme and purpose of this Declaration;

- b) be such as would result in an unattractive or unkept appearance for any portion of the Property or any improvement thereon and resulting in a violation under the Architectural Review Committee;
- c) be such as would result in a nuisance;
- d) be such as would result in any type of unsafe or hazardous condition; or
- e) be in violation of the Charter of Incorporation of the Association.

Section 16.03. Making Recommendations. The procedure for making any recommendation permitted by Section 16.02 of this Article shall be to adopt same at a Neighborhood meeting convened and held for the purpose of considering the recommendation. At any such Neighborhood meeting, the favorable vote of at least two-thirds of the Owners of Lots in the Neighborhood shall be required to adopt and make such a recommendation.

Section 16.04. Convening Neighborhood Meetings. If the Owners of Lots in a Neighborhood wish to convene a Neighborhood meeting for the purpose of considering one or more recommendations pursuant to Section 16.03 of this Article, at least thirty percent (30%) of said Owners shall sign a written petition to the Board of Directors, and thereby shall request the Board of Directors to convene a Neighborhood meeting. The written petition shall set forth the recommendation or recommendations to be considered at the Neighborhood meeting, by order entered upon its minutes, shall fix the time and place for the Neighborhood meeting. The time fixed for the Neighborhood meeting shall be held at some convenient place on the property, and shall be held at a time, and on a date which the Board of Directors feels will be of greatest convenience to the majority of the Owners of Lots in the Neighborhood.

Section 16.05. Notice of Neighborhood Meetings. When the Board of Directors has fixed the time and place for a Neighborhood meeting, the Secretary of the Association shall mail written notice of the Neighborhood meeting to each Owner of record of a Lot in the Neighborhood in the manner provided in Section 15.06. The notice shall state the time and place of the meeting, and shall set forth in full the recommendation or recommendations to be considered at the meeting.

Section 16.06. Voting at Neighborhood Meetings. At any Neighborhood meeting, each Owner of a Lot in the Neighborhood shall be entitled to one vote for each Lot owned by him in the Neighborhood insofar as concerns any matter as to which the Owners of Lots in the Neighborhood are entitled to vote. Voting under this Section shall be in the manner specified in Article III. All provisions of the Bylaws of the Association relating to Members voting by proxy and to inspectors of election shall be applicable at any Neighborhood meeting.

Section 16.07. Recommendation Without Neighborhood Meeting. If any written petition submitted to the Board of Directors pursuant to Section 16.04 of this Article shall have been executed by the Owners of at least eighty five (85%) of the Lots in a Neighborhood, no Neighborhood meeting shall be necessary to approve and make the recommendations set forth in the written petition, but instead the written petition itself shall constitute the approval and making of the recommendations therein set forth.

Section 16.08. Precedence of Recommendations. Any recommendation properly made pursuant to this Article and properly adopted for implementation by the Board of Directors, shall take precedence over:

a) any prior inconsistent recommendation or recommendations relating to the same subject matter and the same Neighborhood

b) any greater or lesser level of services set forth in a Supplement covering the area constituting in whole or in part the Neighborhood in question.

Section 16.09. Adjustments in Assessments. If any recommendation properly made pursuant to this Article, and properly adopted and implemented by the Board of Directors, shall call for a greater or lesser level of services for a particular Neighborhood, then the Board of Directors may increase the amount of the Assessments assessed against the Owners of Lots in that Neighborhood in such manner that the amounts of such assessments shall be commensurate with the greater level of services as required by Article V, Section 5.07.

ARTICLE XVII. DECLARANT'S RIGHTS AND RESERVATIONS

Section 17.01. Declarant's Rights and Reservations. No provisions in the Charter, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of the Declarant to (i) subdivide or resubdivide any portions of the Property, (ii) complete or alter improvements or refurbishments to and on the Common Area, Green Space or any portion of the Property owned by the Declarant, or (iii) alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the Lots by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot, hereby acknowledges that the activities of the Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby Consents to such inconvenience or nuisance.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Declaration to be
duly executed on this the ____ day of April, 2007.

Madison/Lakeland Diversified Investments Properties, LLC

By: _____
G. BARRY JACKSON, MANAGER

By: _____
D. RICHARD PARTRIDGE, MANAGER

By: _____
L.C. "PETE" ALMAN, MANAGER

STATE OF MISSISSIPPI
COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, G. Barry Jackson, D. Richard Partridge and L.C. "Pete" Alman, who each acknowledged to me that they are Managers of Madison/Lakeland Diversified Investment Properties, LLC, a Mississippi Limited Liability Company, and that they signed, executed and delivered the above and foregoing instrument for and on behalf of said company, as its act and deed, on the day and year therein mentioned, they being first authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the ____ day of April, 2007.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT

A

Tables

LEGAL DESCRIPTION OF HUNTINGTON LAKE PHASE ONE:

A PARCEL OF LAND BEING SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 3 EAST, RANKIN COUNTY, MISSISSIPPI, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" X 2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 18, AND RUN NORTH 00°09'25"W FOR 3424.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

FROM THE SAID POINT OF BEGINNING THENCE RUN N00°09'25"W FOR 739.05 FEET; THENCE RUN N89°50'35"E FOR A DISTANCE OF 803.58 FEET; THENCE RUN S61°39'02"E FOR 188.82 FEET; THENCE RUN N32°15'01"E FOR 106.74 FEET; THENCE RUN N89°50'35"E FOR 230.29 FEET TO THE WESTERLY RIGHT OF WAY OF HUGH WARD BOULEVARD; THENCE RUN ALONG SAID HUGH WARD BOULEVARD S16°01'51"E FOR 145.74 FEET; THENCE RUN 380.86 FEET ALONG THE ARC OF A 860.00 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A 377.76 FOOT CHORD BEARING S03°44'29"W; THENCE LEAVE SAID SAID RIGHT OF WAY AND RUN S81°03'16"W FOR 82.07 FEET; THENCE RUN S64°17'24"W FOR 159.32 FEET; THENCE RUN S03°31'46"E FOR 36.05 FEET; THENCE RUN S00°05'57"E FOR 92.30 FEET; THENCE RUN S16°07'43"E FOR 33.26 FEET; THENCE RUN S19°11'00"E FOR 80.13 FEET; THENCE RUN S18°44'49"E FOR 75.16 FEET; THENCE RUN S07°49'50"E FOR 68.85 FEET; THENCE RUN S22°27'36"E FOR 55.79 FEET; THENCE RUN S22°27'36"E FOR 57.18 FEET TO THE NORTHERLY RIGHT OF WAY OF FARMINGTON WAY; THENCE RUN ALONG SAID FARMINGTON WAY N59°54'44"W FOR 240.04 FEET; THENCE RUN 257.08 FEET ALONG THE ARC OF A 830.00 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A 256.06 FOOT CHORD BEARING N68°55'29"W; THENCE RUN N77°47'53"W FOR 216.77 FEET; THENCE RUN 141.70 FEET ALONG THE ARC OF A 870.00 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A 141.55 FOOT CHORD BEARING N73°07'55"W; THENCE RUN 199.20 FEET ALONG THE ARC OF A 530.00 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A 198.03 FOOT CHORD BEARING N79°13'59"W; THENCE RUN WEST FOR 91.51 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 948,177 SQUARE FEET AND 21.68 ACRES MORE OR LESS.