

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

**HUNTINGTON LAKE - PHASE I
OF THE PINELANDS**

TABLE OF CONTENTS

ARTICLE I: DEFINITIONS 2

 1.01 Definitions 2

ARTICLE II: PROPERTY SUBJECT TO DECLARATION 4

 2.01 The Property 4

 2.02 Initial Common Area 4

ARTICLE III: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS 4

 3.01 Membership 5

 3.02 Action by Members 5

 3.03 Members' Voting Rights 5

 3.04 Membership Appurtenant to Real Property 5

 3.05 Voting Conflict Between Members 5

 3.06 Class B Member Termination 5

 3.07 Other Voting Provisions 5

ARTICLE IV: BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION 6

 4.01 Board of Directors 6

 4.02 Powers and Duties 6

 4.03 Officers 8

ARTICLE V: COVENANTS FOR ASSESSMENTS 8

 5.01 Annual Assessments 8

 5.02 Annual Maintenance Assessments 8

 5.03 Public Improvement District 9

 5.04 Special Assessments 9

 5.05 Dwelling and Lawn Maintenance 10

 5.06 Reserves for Replacements 10

 5.07 Maximum Annual Assessments 11

 5.08 Assessments Are Not Dues 11

 5.09 Costs and Expenses of Certain Damage 11

 5.10 Meetings to Approve Assessments 11

 5.11 Uniform Rate for Assessments 11

 5.12 Commencement of Assessments 11

 5.13 Assessment of Developers 12

 5.14 Exempt Property 12

ARTICLE VI: ENFORCEMENT OF ASSESSMENTS 12

 6.01 Lien of Assessments 12

6.02	Assessment Certificate	13
6.03	Amount of Lien	13
6.04	Priority of Lien	13
6.05	Subordination to Mortgage	14
ARTICLE VII: INSURANCE		14
7.01	Association's Insurance	14
7.02	Owner's Insurance	15
ARTICLE VIII: AD VALOREM TAXES		15
8.01	Owners	15
8.02	Association	15
ARTICLE IX: PROPERTY RIGHTS		15
9.01	Members' Easements of Enjoyment	15
9.02	Rights Not Subject to Suspension	17
9.03	Delegation of Use	17
ARTICLE X: ARCHITECTURAL CONTROL		17
10.01	Architectural Review Committee	17
10.02	General Requirements	18
10.03	Review Process	19
10.04	Initial Approval	20
10.05	Disclaimer	20
10.06	Rules and Regulations	20
10.07	Limitations	21
10.08	Parking Requirements	21
10.09	Storage Area	21
10.10	Storage Buildings	21
10.11	Landscape Requirements	21
10.12	Utility Lines	21
10.13	Drainage Requirements	21
10.14	Signs	22
10.15	Building Sizes and Locations	22
10.16	Topography and Vegetation	22
10.17	Tree Removal	22
10.18	Further Siting Authority	23
10.19	Sidewalks	23
10.20	No Direct Access to Hugh Ward Parkway	23
10.21	Mandatory Use of Silt Fencing During Construction	23
ARTICLE XI: GREEN SPACE AND WATERFRONT AREAS		23

11.01	Intent	23
11.02	Waterfront Areas	23
11.03	Other Regulations	24
11.04	Designation of Lake Common Areas	24
11.05	Special Restrictions Affecting Lots Adjacent to Lake Common Areas	24
11.06	Special Restrictions Described	24
11.07	Lake Water Level	24
11.08	Responsibility of the Association	24
11.09	Use and Protection of Lakes	25
11.10	Right to Maintain Lots	25
ARTICLE XII: EASEMENTS		25
12.01	Utility Easements	25
12.02	Damage from Ingress and Egress	25
12.03	Maintenance and Support Easements	26
ARTICLE XIII: USE AND OTHER RESTRICTIONS AND REQUIREMENTS		26
13.01	Use of Lots and Dwellings	26
13.02	Lease of Dwelling	26
13.03	No Occupancy by any Registered Sex Offender	26
13.04	Exterior Appearances	26
13.05	Signs	28
13.06	Other Buildings and Vehicles	28
13.07	Garages	29
13.08	Unsightly Conditions and Nuisances	29
13.09	Antenna and Satellite Dishes	30
13.10	Lights	30
13.11	Pets	30
13.12	Sales and Construction Activities	31
13.13	Time Sharing	31
13.14	Trespass	31
13.15	Subdivision of Lots	31
13.16	Certain Construction Rights	32
13.17	Easement Interference	32
13.18	Certain Controls	32
13.19	Water Wells and Septic Tanks	32
13.20	Reconstruction After Fire or Other Casualty Loss	33
13.21	Vacant Lot Maintenance	33
13.22	Pier and Curtain Wall Type Foundations	33
13.23	Mailboxes	33
13.24	Living Quarters Other Than the Dwelling	33
13.25	Motor Vehicles	33
13.26	Parking on Designated Visitor Parking Lot of the Common Area	33
13.27	Clothes Drying Equipment	33
13.28	Trash Burning	33

13.29	Playground Equipment	33
13.30	Treehouses	34
13.31	Sports Equipment	34
13.32	Use of Firearms	34
13.33	Rules	34
13.34	Exceptions	34
13.35	Swimming Pools	34
13.36	Fencing Swimming Pools	34
ARTICLE XIV: ENFORCEMENT OF DECLARATION		35
14.01	Compliance	35
14.02	Enforcement	35
ARTICLE XV: GENERAL PROVISIONS		35
15.01	Duration	35
15.02	Amendments	36
15.03	Interpretation	36
15.04	Severability	36
15.05	Headings	36
15.06	Notice to Owner	36
15.07	Successors of Declarant	36
15.08	Incorporation by Reference on Resale	36
15.09	No Dedication to Public Use	36
15.10	First Mortgage Notice and Right to Cure	36
15.11	Captions and Gender	36
15.12	Exhibits	37
15.13	Conflict	37
ARTICLE XVI: NEIGHBORHOODS		37
16.01	Provisions Interpreted Separately	37
16.02	Level of Services Within a Neighborhood	37
16.03	Making Recommendations	38
16.04	Convening Neighborhood Meetings	38
16.05	Notice of Neighborhood Meetings	38
16.06	Voting at Neighborhood Meetings	38
16.07	Recommendation Without Neighborhood Meeting	38
16.08	Precedence of Recommendations	38
16.09	Adjustments in Assessments	39
ARTICLE XVII: DECLARANT'S RIGHTS AND RESERVATIONS		39
17.01	Declarant's Rights and Reservations	39

STATE OF MISSISSIPPI

COUNTY OF RANKIN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HUNTINGTON LAKE - PHASE I OF THE PINELANDS

This Declaration of Covenants, Conditions, and Restrictions for Huntington Lake - Phase I of the Pinelands ("Declaration") is made on April 24, 2007, by Madison/Lakeland Diversified Investment Properties, LLC ("Declarant").

The Declarant is the owner of certain real property situated in Rankin County, Mississippi, and described in Exhibit "A" ("Property"), which is platted as Huntington Lake - Phase I according to a plat on filed in the office of the Chancery Clerk of Rankin County, Mississippi at Plat Cabinet D, Slot 272, as contains lots 1 through 52, both inclusive, and desires to create and to develop a residential community on the Property which shall have designated common areas ("Common Area") and common facilities ("Common Facilities") for the benefit of the residential community. The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of the charm and beauty of, the residential community, and for the designation, administration and maintenance of the Common Area and Common Facilities. Therefore, the Declarant desires to subject the Property, including any and all improvements constructed or to be constructed on the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens contained in this Declaration which individually and collectively are for the benefit of the Property, each Owner and the Declarant.

The Declarant desires the efficient preservation of the values and amenities in, and the enhancement of, the charm and beauty of the residential community. Therefore, the Declarant has created and organized an agency ("Association"), and has delegated and assigned the powers and duties created by and in this Declaration to the Association for the administration and maintenance of the Common Area and Common Facilities, the administration and enforcement of the provisions of this Declaration, and the determination, collection and disbursement of the maintenance and special assessments and other charges (collectively "Assessments").

The Declarant is the owner of the real property described in Exhibit "A" which includes the Property, and intends to develop the residential community in phases on the real property.

Now, therefore, the Declarant declares that the Property is and shall be owned, leased, held, transferred assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered and improved subject to the provisions of this Declaration which (i) are agreed and declared to be beneficial for and in aid of the development of the residential community and the improvement of the Property, and (ii) shall be deemed to run with the title to and bind the Property, and (iii) shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and to the extent herein allowed, specified or permitted, each Person who has or acquires any interest in any portion of the Property or the improvements of the Property, including the Association, any Owner and any Person who holds such interest solely as security for the

performance of an obligation or payment of a debt.

ARTICLE I.

DEFINITIONS

Section 1.01. Definitions. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Section 1.01 unless otherwise specified or the context requires a different construction.

“Assessment” shall mean the share allocated to a Lot and thereby the Owners of such Lot of the Association’s (i) annual maintenance Assessments under Section 5.02, (ii) PID assessments under Section 5.03, (iii) special Assessments under Section 5.04, and (iv) expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

“Association shall mean the Pinelands Homeowners Association, Inc., a Mississippi non-profit corporation and its successors and assigns.

“Board of Directors” shall mean the Board of Directors of the Association.

“Bylaws” shall mean the bylaws of the Association as amended from time to time.

“Charter” means the Charter of Incorporation of the Association, as amended from time to time.

“Common Area” shall mean all real property shown and designated on the Plat of each phase of the development of the Property as a Common Area or Green Space which is owned or otherwise made available to the Association for the common use, benefit and enjoyment of the Members. The initial Common Area is described in the Plat filed with the Chancery Clerk of Rankin County, Mississippi and is all of the Property except (i) all platted and numbered lots as shown and designated on the Plat, (ii) any portion of the Property shown and designated on the Plat as reserved or designated for future development as part of or addition to the residential community, (iii) the Streets, and (iv) easements as shown and designated on the Plat for utilities and all water and sewer lines located in such easements or within the Streets.

“Common Facilities” shall mean all buildings and other improvements constructed on any portion of the Common Area for the common use, benefit and enjoyment of the Members.

“Declarant’ shall mean Madison/Lakeland Diversified Investment Properties, LLC, and its successors and assigns.

“Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for Huntington Lake - Phase I of the Pinelands, as supplemented from time to time.

“Developer” means the Declarant and each Person who, is a successor in title from the Declarant with respect to any Lot, except the Association, and with the Declarant’s permission is engaged in the business of the development, improvement and sale of any Lot, including the construction and/or sale of a Dwelling and related improvements or appurtenances on any Lot.

“Dwelling” shall mean any building or portion of a building located on the Property which is designed and intended for use and occupancy as a residence by a single individual or by a family.

“First Mortgage” shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a Lot which has priority over all other mortgages, deeds of trusts or similar encumbrances creating liens or encumbrances against such Lot.

“Governing Documents” shall mean this Declaration, all Supplementary Declarations, the Charter, Bylaws, and the resolutions adopted by the Board of Directors, as all the same may be amended from time to time.

“Green Space” shall mean certain portions of Common Area intended to be maintained in a natural or landscaped condition for the enhancement and preservation of the natural, landscaped, scenic and recreational resources, soil and/or wetlands currently in evidence at the Property, including wildlife, fish and migratory birds. The Green Space is shown and designated on the Plat.

“Herein” shall mean in this Declaration.

“Invitees” shall mean an Owner’s tenants, guests, patrons, employees or other guests or invitees.

“Lake Lot” shall mean any lot which borders or is adjacent to any water, lake, pond, etc.;

“Lot” shall mean each subdivided parcel, plot or tract of land constituting a portion of the Property which is shown and designated as a numbered lot on the Plat and is intended to be improved with a Dwelling, but does not include the Common Area.

“Member” shall mean each Person who holds or has any Class of membership in the Association as provided by Article III.

“Mortgagee” shall mean any Person who owns, holds or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against any Lot and the improvements on such Lot, including, but not limited, to (i) a bank, (ii) a savings and loan association, (iii) a trust company, (iv) an insurance company, (v) a mortgage company, (vi) a trust, (vii) a mortgage insurance company, (viii) a mutual savings bank, (ix) a real estate investment trust, (x) a credit union, (xi) a pension fund, (xii) the Federal National Mortgage Association, (xiii) the Federal Home Loan Mortgage Corporation, (xiv) a recognized institutional type lender or loan correspondent, (xv) any agency or department of The United States of America or any state, county or municipal government, (xvi) a corporation, or (xvii) an individual.

“Neighborhood” shall mean and refer to each real portion or subdivision of the Property which, in accordance with the provisions of this Declaration, the Declarant may designate as a separate part by executing a written instrument setting forth such designation and filing the written instrument for record in the land records in the office of the Chancery Clerk of Rankin County, Mississippi. It is intended that the expression “Lot,” as defined in this Declaration, shall not be interpreted as meaning or including an area constituting a Neighborhood: instead, it is intended that a Neighborhood shall be an area in which there are at least several Lots.

“Neighborhood Meeting” shall mean and refer to a meeting of the Owners of Lots in a Neighborhood

called and held in accordance with the provisions in Article XVI of this Declaration.

“Owner” shall mean the Declarant, so long as it is the record holder of an interest in the Property, and the record holder, whether one or more Persons, of a fee or undivided fee interest in or to any Lot, including contract sellers, but excluding those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt. Each Owner shall be either a Class A Member or a Class B Member as provided by Article III.

“Person” shall mean an individual, a corporation, a general or limited partnership, an association, a trust, an estate or any other legal entity.

“Plans” means the plans, blueprints, drawings, specifications and samples prepared by or for a Developer or other builder in connection with the development or improvement of a Lot.

“Plat” shall mean the subdivision map or plat of the Property which has been filed for record in the office of the Chancery Clerk of Rankin County, Mississippi in Plat Drawer D, Slot 272. The Plat may be amended or supplemented, and includes any additional subdivision map or Plat filed for record.

“Property” shall mean (i) all real property situated in Rankin County, Mississippi, which is described in Exhibit “A”.

“Streets” shall mean the streets, roads, parking areas, curbs and sidewalks which will be dedicated to and accepted for maintenance and repair by Rankin County, or such other governmental authority which may have, obtain or acquire the jurisdiction or obligation for such maintenance and repair.

“Supplement” means any amendment, modification, change or restatement of or to this Declaration.

“Water Area” means any creeks, streams, lakes, bays, coves, lagoons, canals or other natural or man-made waterways in, on abutting or contiguous to all or any portion of the Property.

ARTICLE II.

PROPERTY SUBJECT TO DECLARATION

Section 2.01. The Property. The real property which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to this Declaration is the Property which is more particularly described in Exhibit “A”.

Section 2.02. Initial Common Area. All of the real property shown and designated on the Plat of each phase of the development of the Property as a Common Area or Green Space is set aside as, and declared to constitute, the Common Area and, after such real property is conveyed and is assigned to the Association by the Declarant, the Common Area shall be held and owned for the common use, benefit and enjoyment of the Members. The designation of any portion of the Property as a Common Area or a Common Facility shall not mean that the public at large acquires any easement of use, benefit and enjoyment in or to the Common Area and Common Facilities.

ARTICLE III.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Membership. The Members of the Association shall be and consist of every Person who is included in the definition of an Owner under Article I. When more than one Person owns a Lot, then all such Persons shall be Members.

Section 3.02. Action by Members. The Association shall have two classes of voting Members. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Member. Whenever any provision of this 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 combined voting power of all Members

Section 3.03. Members' Voting Rights. The voting rights of the Members shall be as follows:

(a) The Class A Members shall be all Members, except the Declarant. Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members and the Class A Members who own a Lot shall be entitled to one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B Member shall be the Declarant who shall be entitled to five (5) votes for each Lot owned.

Section 3.04. Membership Appurtenant to Real Property. The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot and/or Additional Property. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

Section 3.05. Voting Conflict Between Members. If the fee title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such fee title to the lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

Section 3.06. Class B Member Termination. The Class B membership, and all rights appurtenant to such membership, shall cease when the Declarant shall have no ownership interest in any Lot.

Section 3.07. Other Voting Provisions. The Charter and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including,

but not limited to, the election of individuals to the Board of Directors.

ARTICLE IV.

BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION

Section 4.01. Board of Directors. The affairs of the Association shall be managed and controlled by a Board of Directors consisting of the number of individuals from time to time, prescribed by the Bylaws, which number, however, shall not be less than three nor more than seven. From and after the first annual Members' meeting, and for so long as there is a Class B Member, the Board of Directors shall consist of Appointed Directors and Elected Directors. Appointed Directors need not be Members of the Association. Elected Directors shall be Members of the Association.

Appointed Directors shall be selected and appointed by the Class B Member, and shall serve at the pleasure of the Class B Member. The initial Board of Directors shall consist of three individuals, all of whom shall be Appointed Directors, and unless earlier replaced, said initial Directors shall serve until the first annual meeting of the Members. From and after the first annual Members' meeting, and for so long as there is a Class B Member, the number of Appointed Directors at all times shall be equal to two-thirds of the total number of Directors prescribed from time to time by the Bylaws, or if at any time the total number of Directors prescribed by the Bylaws is not evenly divisible by three, then the number of Appointed Directors shall be equal to the whole number next larger than two thirds of the total number of Directors prescribed by the Bylaws.

Elected Directors shall be elected by the Class A Members at annual Member's meetings, and shall serve until their successors shall be elected and qualified in accordance with the Bylaws.

Section 4.02. Powers and Duties. In the management and administration of the Association's affairs, the Board of Directors shall have power, authority and duty to do all acts and actions, except acts and actions which by law, this Declaration, the Charter or the Bylaws may be exercised only by or are reserved only to the Members. Such powers, authorities and duties of the Board of Directors to create, establish or approve policies or decisions relating to the management and administration of the Association's affairs shall include, but not be limited to, the following:

(a) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area and Common Facilities.

(b) To establish, determine, assess, collect, use and expend the Assessments from the Members, and to file and enforce liens for such Assessments.

(c) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area and Common Facilities, and to establish the compensation and other benefits of or for such personnel.

(d) To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Control Committee pursuant to Section 10.06, or as the Board of Directors may consider to be appropriate with respect to the Property, the Lots, and any improvements on the Lots, including Dwellings, or the use, occupancy and maintenance of the Common Area and Common

Facilities, including, but not limited to, rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use, benefit and enjoyment of the Common Area and Common Facilities by the Members and other authorized Persons, or to govern activities which may be environmentally dangerous or hazardous, including the use or application of fertilizers, pesticides and other chemicals in or on the Property.

(e) To authorize the payment of patronage refunds to the Members if and when the Board of Directors determine that the funds derived from Assessments are more than sufficient to satisfy all reasonably foreseeable financial needs or requirements of the Association during the current fiscal year, including funds for reserves.

(f) To purchase insurance upon the Common Area and Common Facilities.

(g) To maintain, repair, restore, reconstruct or demolish all or any portion of the Common Area and Common Facilities after any casualty loss, and to otherwise improve the Common Area and Common Facilities.

(h) To lease or grant licenses, easements, rights-of-way and other rights of use in or option, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage, or encumber or otherwise convey all or any portion of the Common Area and Common Facilities upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(i) To lease as tenant, purchase or otherwise acquire Lots and to option, lease, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey any of such Lots upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(j) To retain or employ a management agent for such compensation and for the performance of such duties and services as established or prescribed by the Board of Directors from time to time.

(k) To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs.

(l) To prosecute, defend, appeal, settle, compromise or submit to arbitration any suit, action, claim or proceeding at law or in equity or with or before any governmental agency or authority which involves or affects the Association, including the Common Area and the Common Facilities.

(m) To retain or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, contractors, engineers, or consultants necessary or convenient to the conduct of Association's affairs, whether or not related to or affiliated with any director or officer of the Association or any Member.

(n) Subject to Section 9.01(d), to borrow any funds required for the Association's affairs from any Person on such terms, conditions and provisions as may be acceptable to the Board of Directors, and to secure the repayment of any such loans by executing deeds of trust or by pledging or otherwise encumbering or subjecting to security interests all or any portion of the assets of the Association, including the Common

Area and Common Facilities.

(o) To establish rules, regulations, restrictions and requirements or fees and charges from time to time relating to the use of the recreational areas and amenities now or hereinafter located in or on the Common Area, including the Common Facilities.

Section 4.03. Officers. The Association shall have such officers as are prescribed by the Bylaws. The officers shall conduct affairs of the Association and implement the policies and decisions of the Board of Directors.

ARTICLE V.

COVENANTS FOR ASSESSMENTS

Section 5.01. Annual Assessments. Each Owner, except the Declarant, by acceptance of a deed or other conveyance document for such Lot, whether or not expressed in any such deed or conveyance document, shall be deemed to covenant and agree to pay to the Association the Owner's annual Assessments for such Lot which shall be such Lot's proportionate share of the amount estimated by the Board of Directors to be required for the purposes contained in Section 5.02 or Section 5.04 or otherwise considered to be an Assessment under this Declaration. The calendar year shall be the fiscal year for determining or calculating Assessments unless and until the Board of Directors establishes a different fiscal year from time to time. The Board of Directors shall determine the amount of the annual Assessment with respect to each Lot annually or at such more frequent intervals as the Board of Directors considers appropriate. The annual Assessment for each fiscal year shall be paid in 12 equal monthly installments during such fiscal year, unless the Board of Directors requires or permits the annual Assessment to be levied and collected quarterly, semiannually or annually. The due date for each installment payment of the Assessment shall be the first day of the applicable installment period. Any Assessment installment may be prepaid without penalty or premium.

The Board of Directors shall prepare, or cause to be prepared, an annual operating and capital expenditure budget for the Association, including the Common Area and the Common Facilities. The Board of Directors shall make reasonable efforts to determine and to calculate the amount of the annual Assessment against each Lot for each fiscal year, and written notice of the annual Assessments shall be sent to the Members. The Association shall prepare and maintain at the Association's office a schedule of the Assessments for the Lots and the schedule shall be available for inspection by any Member at any reasonable time during the Association's normal business hours. The omission or failure by the Board of Directors to determine or calculate the amount of the annual Assessments applicable to the next fiscal year shall not constitute a waiver or modification of any provision of this Article V, and shall not constitute a release of any Member from the obligation to pay the annual Assessment against the Lot of the Member, or any installment of such Assessment, for the next or any subsequent fiscal year, but the annual Assessment for the prior fiscal year shall continue to be the annual Assessment payable by the Members until a new annual Assessment is determined or calculated by the Board of Directors. No Class A Member may become exempt from or otherwise avoid liability for the payment of the annual Assessment by the abandonment of any Lot or by the abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Area and Common Facilities.

Section 5.02. Annual Maintenance Assessments. Except as permitted by Section 5.04, the annual maintenance Assessments levied by the Association shall be used exclusively (i) to promote the health, safety

and welfare of the residents of the Property, including the improvement, maintenance and repair of the Common Area and Common Facilities, and (ii) to pay the costs of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of, the Common Area and Common Facilities. The purposes for which the annual maintenance Assessments may be levied include, but are not limited to, the following purposes:

(a) The amount of all operating expenses of or for the Common Area and Common Facilities and the services furnished or provided to or in connection with the Common Area and Common Facilities, including charges for any services furnished or provided by the Association.

(b) The costs of appropriate or necessary management and administration of the Common Area and Common Facilities, including fees or other compensation paid to a Management Agent.

(c) The amount of all taxes and assessments levied against the Common Area and Common Facilities.

(d) The costs of fire and extended coverage and liability insurance on the Common Area and Common Facilities and the Association's other assets and the costs of such other insurance with respect to the Common Area and Common Facilities and the Association's other assets and affairs as the Board of Directors considers appropriate.

(e) The costs of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by or for the Association for or to the Common Area, the Common Facilities and/or the Lots.

(f) The costs to maintain, replace, repair and landscape the Common Area and Common Facilities, including but not limited to, the costs (i) to maintain, replace, and repair the sidewalks, streets, roads and parking areas, and (ii) of such equipment as the Board of Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair and landscaping.

(g) The costs to fund all reserves established by the Association, including any appropriate general operating reserve and/or reserve for replacement of assets.

Section 5.03. Public Improvement District. Each Owner understands that the Property is part of Pinelands Public Improvement District (the "P.I.D."), and that the construction of the Hugh Ward Parkway (the "Parkway") and certain infrastructure within the P.I.D. will be financed, in whole or in part, with P.I.D. Bonds (the "Bonds"). The debt service owing on the Bonds will be paid with, and secured by, recurring special assessments imposed against the property owners within the P.I.D. Each Owner, his successors, tenants and/or assigns, shall be liable for any recurring and/or special assessments of the P.I.D.

Section 5.04. Special Assessments. In addition to the annual maintenance Assessments authorized in Section 5.02., and the P.I.D. Assessments authorized in Section 5.03, the Association may levy special Assessments as follows:

(a) In any fiscal year the Association may levy a special Assessment applicable only to that fiscal year (i) for the purpose of paying all or a portion of the cost of any construction, reconstruction, replacement or inordinate repair or maintenance of improvements on the Common Area, including the

Common Facilities and fixtures and personal property on or related to the Common Area or Common Facilities, or (ii) for such other purposes as the Board of Directors may consider to be appropriate. Any such Assessment shall be approved by a vote of two-thirds of the voting power of the Members.

(b) The Association may levy a special Assessment against any Lot and the Owners of any Lot for reimbursement (i) of or for repairs occasioned by the willful or negligent acts of the Owners of such Lot, or (ii) of or for any and all costs, expenses and expenditures made or incurred by the Association with respect to either such Lot, including work or activities performed on such Lot, or the Owners of such Lot pursuant to the provisions of this Declaration, including the discharge or satisfaction of any obligation or duty imposed on such Owners under this Declaration.

(c) The Association may levy an Assessment against each Lot containing a Dwelling for an amount equal to the charge made by any governmental authority for backup fire protection pursuant to any current or future agreement, as amended from time to time, by and between the Association and such governmental authority.

Section 5.05. Dwelling and Lawn Maintenance. Generally, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any Dwelling or its appurtenances or for the maintenance and care of lawn, garden and landscaped areas on any Lot, and the Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Area and Common Facilities. However, the Association may provide the exterior maintenance and repair of Dwellings and their appurtenances and/or the maintenance and care of lawn, garden and landscaped areas of certain Lots pursuant to (i) a determination by the Board of Directors either on its own recommendation or initiative or the recommendation or request of Owners of certain Lots, or (ii) the provisions of a Supplement which annexes all or a portion of the Additional Property to the Property and provides that the Association shall perform such maintenance, repair and care in or on a specified portion of the annexed Additional Property. The cost of such maintenance, repair and care shall be included in the annual maintenance Assessments of such Lots and the Owners of such Lots or the specified portion of the annexed Additional Property. In no event shall the Association maintain and care for lawn, garden and landscaped areas in or on any enclosed portion of any Lot which is intended for use only by the occupants of the Dwelling of such Lot.

Section 5.06. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Area and Common Facilities, and shall allocate and pay such amount to the reserve fund from time to time as may be designated by the Board of Directors. Amounts paid into the reserve fund shall be included in the annual maintenance Assessments under Section 5.02. All amounts paid into the reserve fund shall be deposited on such bank account or accounts in federally insured banks and savings and loan associations or in such investment accounts or investment assets as shall be designated by the Board of Directors from time to time. The reserve fund for replacements of the Common Area and the Common Facilities may be expended only (i) for the replacement of the Common Area and Common Facilities, (ii) for major repairs to any sidewalks, streets, roads or parking areas located on the Common Area, (iii) for equipment replacement, and (iv) for non-recurring start-up expenses and operating contingencies of the Common Area and Common Facilities.

The Association may establish other reserve funds for other purposes considered necessary or appropriate by Board of Directors may from time to time.

The proportional interest of each Class A Member in any reserve funds shall be considered to be an appurtenance to the Lot of such Member, and shall not be withdrawn, assigned or transferred separately from or other than as an appurtenance to the Lot to which the proportional interest in the reserve funds appertain, and any transfer of the Lot shall be deemed to be a transfer of the proportional interest in the reserve funds.

Section 5.07. Maximum Annual Assessments. Until the fiscal year following the initial conveyance of a Lot to an Owner, the maximum annual maintenance Assessment under Section 5.02 for each Lot to which a Class A membership is appurtenant shall be paid in monthly installments of Twenty Dollars (\$20.00) per Lot plus such additional amounts may be assessed with respect to certain Lots under Section 5.04. From and after the fiscal year following the initial conveyance of a Lot to an Owner, the Board of Directors may increase the annual maintenance-Assessment for each Lot each fiscal year (i) not more than 10% above the immediately prior fiscal year's annual maintenance Assessment without a vote of the Members, or (ii) more than 10% above the immediately prior fiscal year's annual maintenance Assessment only if approved by a vote of two-thirds of the voting power of each class of the Members.

Section 5.08. Assessments are not dues. No portion of the annual maintenance and special Assessments provided in or permitted by this Article V are intended to be, or shall be construed to be, dues for membership in the Association.

Section 5.09. Costs and Expenses of Certain Damage. If the Board of Directors determines that any Owner (i) has failed or refused to properly satisfy or discharge any maintenance, repair, care, upkeep, replacement or any other obligations or duties for which the Owner is responsible under this Declaration, or (ii) is responsible for damage to the area of common responsibility which is not covered by insurance, then, if deemed to be necessary or appropriate by the Board of Directors, the Association may provide such maintenance, repair, care, upkeep or replacement or satisfy or discharge any such other obligations or duties at the Owner's sole cost and expense. Such cost and expenses shall be increased by all amounts specified in Section 6.03. All such amounts shall be considered to be a special Assessment against the Lot and the Owners of such Lot shall be personally responsible and liable for the payment of all such amounts immediately upon notice from the Association, and all such amounts shall become a lien against such Lot which shall be enforceable by the Association.

Section 5.10. Meetings to Approve Assessments. If the consent or approval of any class of the Members is required for any action under this Article V, then the Board of Directors shall call a meeting of the Members pursuant to the Bylaws for the purpose of considering the consent or approval for such action.

Section 5.11. Uniform Rate for Assessments. Except to the extent that annual maintenance or special Assessments for particular Class A Members may be increased under Section 5.04 or 16.09 or increased or decreased under Section 5.07, all annual maintenance and special Assessments shall be levied at a uniform rate for each Lot to which Class A membership is appurtenant, except special Assessments pursuant to Section 5.04. The Board of Directors may change the pro-rata obligations of any Lot or the Owners of such Lot for the purposes of levying annual maintenance or special Assessments, except special Assessments pursuant to Section 5.04, only if approved by at least two thirds of the voting power of each class of the Members.

Section 5.12. Commencement of Assessments. The Association may collect Assessments from the Members at any time after the amenities in the Common Area are available for use by the Members. The Association shall collect Assessments beginning no later than the date any portion of the Common Area is

transferred to the Association. Thereafter, each Class A Member's liability to pay monthly installments of the annual Assessments with respect to a Lot shall commence on the date a deed or other conveyance document to the Lot shall be delivered to the Class A Member, as grantee. The monthly installment for the remainder of the month or, if applicable, the quarter or semiannual or annual period, which includes the date of delivery of the deed or other conveyance document shall be due and payable on the date of such delivery. The first annual maintenance Assessment shall be adjusted according to the number of months remaining in the fiscal year.

Section 5.13. Assessment of Developers. The Declarant shall not be subject to Assessment by the Association. Any Lot owned by a Developer shall not be subject to Assessment by the Association until 90 days after completion of construction of any Dwelling on such Lot or, if earlier, 365 days after the date a deed or other conveyance document for such Lot is delivered to the Developer. At the expiration of such period of exemption, any annual maintenance or special Assessment upon any Lot owned by a Developer which does not have an occupied Dwelling located thereon, shall be 25% of the Assessment against each similar Lot not owned by a Developer. Any such Lot having an occupied Dwelling thereon shall be assessed at 100% of any maintenance or special Assessment.

Section 5.14. Exempt Property. No Assessments of any kind or nature shall be levied by the Association against (i) any portion of the Streets and other real property and improvements dedicated and accepted by the local public authority and devoted to public use, (ii) all areas unplatted or reserved for future development by this Declaration or the Plat of the Property, (iii) the Common Area and Common Facilities.

ARTICLE VI.

ENFORCEMENT OF ASSESSMENTS

Section 6.01. Lien of Assessments. All Assessments with respect to or against a Lot plus such additional amounts as are specified in Section 6.03 shall be (i) a charge on the land, (ii) a continuing lien upon and against the Lot, (iii) binding upon such Lot, and (iv) the continuing joint and several personal obligation and-liability of each Person who was an Owner of such Lot when any portion of such Assessment became due and payable, their heirs, devisees, personal representatives, successors and assigns, which lien shall not be extinguished or diminished by any transfer or conveyance of any Lot.

The personal obligation of each Member to pay all Assessments levied against his Lot shall continue for the full statutory period permitted by law, and a suit to recover a monetary judgment for the non-payment of all or any portion of such assessment, including any installment, may be commenced and maintained by the Association without the foreclosure or waiver of any lien created under this Declaration to secure the payment of such Assessment. Any judgment may include all amounts specified in Section 6.03. The Association may commence and maintain an action at law against any Member personally obligated or liable to pay any Assessment and/or may foreclose the lien against any Lot of the Member in the manner now or hereafter provided in the State of Mississippi for foreclosure of mortgages and other liens on real property containing a power of sale provision. Any such foreclosure by the Association shall be subject to the substantive and procedural requirements prescribed by laws of the State of Mississippi applicable to the foreclosure of mortgages and other liens on real property containing the power of sale provisions.

The Association shall have the right to reject partial payments of an Assessment and to demand the full payment of such Assessment. The lien for unpaid Assessments shall be unaffected by any sale or other

transfer of the Lot subject to the Assessment, and the lien shall continue in full force and effect. No Member may waive or otherwise avoid or escape personal liability for payment of any Assessment by abandonment of his Lot or by abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Area and Common Facilities.

If any proceeding to, foreclose the lien for any Unpaid portion of an Assessment is commenced by the Association with respect to any Lot, then the Board of Directors may require the Owners of the Lot to pay reasonable rent for use of the Lot, and the Association shall be entitled to the appointment of the receiver to collect such rent.

The Board of Directors may post or publish in any prominent location on the Property a list of Members who are delinquent in the payment of any portion of an Assessment or other fees which may be due to the Association, including any installment of an Assessment.

Section 6.02. Assessment Certificate. Upon five days notice, the Board of Directors shall furnish a certificate signed by an Association officer to any Member liable for the payment of any Assessment or to any other Person having legitimate interest in the payment of such Assessment stating whether or not the Assessment has been paid. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid in the certificate. The Board of Directors may require the payment of a reasonable charge for the issuance of a certificate.

Section 6.03. Amount of Lien. Upon the default in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments shall immediately be and become due and payable, unless the Board of Directors shall otherwise direct. In addition to the amount of the unpaid annual maintenance and special Assessments, the following amounts shall be considered to be special Assessments against the Lot and the Owners of such Lot and shall be subject to the lien of Assessment provided under Section 6.01:

(a) All reasonable cost and expenses of collection, including attorneys' fees, court costs and other costs and expenses relating to the collection or enforcement of the lien of Assessments.

(b) Such late payment charges or fees as shall be established by the Board of Directors from time to time.

(c) Such Association overhead charges as shall be established by the Board of Directors from time to time which reimburse the Association for overhead or indirect costs and expenses incurred to collect unpaid Assessments or to perform or satisfy any obligation or duty imposed upon such Owners under this Declaration.

(d) Interest on or with respect to all amounts specified in this Section 6.03, including the unpaid balance of all Assessments, and such interest shall accrue from the due date until paid in full at the maximum rate of interest permitted by law in the State of Mississippi on loans to the Owners from Persons other than the Association which are in the amount owed to the Association.

Section 6.04. Priority of Lien. The lien to secure payment of an Assessment against a Lot shall have preference over any other liens, assessments, judgments or charges of whatever nature, except (i) general and special assessments for ad valorem property taxes on or against such Lot, (ii) the lien of any First

Mortgage on such Lot made in good faith and for value received and duly filed and recorded prior to the Assessment creating the lien against the Lot, or duly filed and recorded after receipt of a certificate under Section 6.02 stating that payment of the Assessment was current as of the date the First Mortgage was filed for record.

Section 6.05. Subordination to Mortgage. As provided by Section 6.04, the lien against any Lot to secure payment of any Assessment (“Assessment Lien”) shall be subordinate to the lien of any duly filed and recorded First Mortgage on or against the Lot made in good faith and for value received, and shall not affect the rights of the holder of any First Mortgage. However, the Assessment Lien shall be subordinate only as to Assessments which have become due and payable prior to the sale or transfer of in and to the Lot pursuant to a foreclosure of any such First Mortgage, or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any such holder of a First Mortgage who acquires possession of such Lot pursuant to a foreclosure or pursuant to the execution of any deed, assignment or other proceedings or arrangement in lieu of foreclosure, and any purchaser or assignee at a foreclosure sale or any transferee under any deed, assignment or other proceedings or arrangement in lieu of foreclosure, shall acquire the Lot free of any claims for unpaid Assessments levied against the Lot which accrued prior to the time such holder acquires possession of the Lot, or prior to the foreclosure sale or prior to the execution of any deed, assignment or other proceedings or arrangement in lieu of foreclosure, except for claims for a proportionate share of such unpaid Assessments resulting from a reallocation of such unpaid Assessments among the various Lots. Moreover, such foreclosure, deed, or other proceeding or arrangement in lieu of foreclosure shall not relieve the holder of the First Mortgage in possession or the purchaser at foreclosure or the transferee under any deed, or other proceeding or arrangement in lieu of foreclosure, from any liability for payment of any Assessments thereafter becoming due, or from the lien created to secure the payment of any such Assessments, and the lien for the payment of such Assessments thereafter becoming due and payable shall have the same effect and shall be enforced in the same manner as provided in this Article VI.

No amendment to this Section 6.05 shall adversely affect the rights of the holder of any First Mortgage on any Lot, or the holder of any indebtedness secured by such First Mortgage, filed for record prior to the amendment being filed for record, unless such holders execute, approve or consent to the amendment.

In its sole and absolute discretion, the Board of Directors may extend the provisions of this Section 6.05 to Mortgages not otherwise entitled to the benefits of this Section 6.05.

ARTICLE VII.

INSURANCE

Section 7.01. Association’s Insurance. The Association shall apply for, obtain, pay the costs or premiums of and maintain insurance in such limits and forms and from such companies as the Board of Directors shall consider appropriate, including (i) fidelity bonds with reputable surety companies which protect or indemnify the Association against or from loss resulting from fraud, theft, dishonesty or other wrongful acts by Persons who have access to the Association’s funds, and (ii) contracts of liability, casualty and extended coverage, workmen’s compensation, title and other insurance to adequately insure and protect the Association, the Board of Directors, each director and each officer of the Association and the Members from and against liability for personal injury and/or property damage to the general public and other Persons and their assets, and from loss of or damage to all or any portion of the Common Area, the Common Facilities and the Association’s other assets from theft, fire and other casualties. The Association is expressly

authorized to obtain insurance policies with co-insurance provisions. All costs, charges and premiums for all insurance authorized by the Board of Directors shall be included in the annual maintenance Assessment.

Section 7.02. Owner's Insurance. Each Owner shall insure his Dwelling and other improvements on his Lot at all times for full replacement value against losses due to hazards which may be insured or covered under extended coverage provisions, including fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and other hazards, and the Owner shall furnish the Association proof of such coverage. In the event of a loss due to such hazards, each Owner shall promptly repair, rebuild or restore the damaged or destroyed Dwelling and other improvements from the insurance proceeds or other funds to substantially the same condition as existed prior to the damage or destruction, unless otherwise permitted by the Board of Directors.

Each Owner's fire and hazard insurance policy shall contain a waiver of subrogation clause, and each Owner shall furnish the Association with a copy of his insurance policy. By acceptance of a deed or other conveyance document each Owner does irrevocably constitute and appoint the Association as his true and lawful attorney in his name, place, and stead to repair, reconstruct or restore the Dwelling or other improvements in the event the Owner fails or refuses to perform such obligations, and in such event the Association may pay the costs and expenses of such repair, reconstruction or restoration. All such costs and expenses incurred or paid by the Association, including interest on any funds advanced by the Association, or paid to lenders by the Association, and all costs, expenses and charges described in Section 6.03 shall be (i) immediately due and payable to the Association by the Owner, (ii) a charge on the land and a continuing lien against the Lot, (iii) the continuing personal obligation of each Owner at the time of such damage or destruction and/or at any time during such repair, reconstruction or restoration, and (iv) considered to be a special Assessment against such Lot.

Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his Dwelling and other improvements, including decorations, furnishings and personal property in or on such Dwelling or other improvements, and his personal property stored elsewhere on his Lot or the Property, and for his personal liability to Persons which is not covered by liability insurance for all Owners obtained by the Association and included in the annual maintenance Assessments.

ARTICLE VIII

AD VALOREM TAXES

Section 8.01. Owners. Each Owner shall be responsible for the payment of and shall promptly pay all ad valorem taxes assessed on or against his Lot and improvements on his Lot.

Section 8.02. Association. The Association shall pay the ad valorem taxes assessed on or against the Common Area and Common Facilities and the Association's other assets.

ARTICLE IX.

PROPERTY RIGHTS

Section 9.01. Members' Easements of Enjoyment. Every Member 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 to levy reasonable admission and other fees for the use of any Common Facilities by the Members and their families and Invitees. Any such fees shall be charged on a uniform basis for each Member. No admission or other fees shall be charged or levied for the use of any Streets.

(b) The right of the Association to suspend any Member's voting rights and any Member's rights to use the Common Area and Common Facilities for any period during which any Assessment remains unpaid and for any period not exceeding sixty (60) days for any infraction, breach or violation of any rules and regulations of the Association. The rights of the Members to use the Streets may not be suspended by the Association for any reason whatsoever.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area and Common Facilities to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Board of Directors.

(d) In accordance with the Charter and the Bylaws, the right of the Association to borrow money to repair, maintain or improve all or any portion of the Common Area and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members, and in connection with any such loan to subject all or any portion of the Common Area and Common Facilities to the liens of deeds of trust or other security interests. The Association shall not borrow money or subject all or any portion of the Common Area or Common Facilities to the lien of a deed of trust or other security interest unless approved by Members representing at least two-thirds of the voting power of each class of Members.

(e) The right of the Association to take any action permitted by this Declaration as is reasonably appropriate or necessary to prevent a default of any of the Association's obligations or to protect the assets of the Association against or from foreclosure or enforcement of any security interest by a creditor.

(f) The right of the Association to adopt reasonable rules with respect to the use of the Common Area and Common Facilities and to limit the number of Invitees who may use any portion of the Common Area and Common Facilities.

(g) The right of the Association to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any public or private utility lines or appurtenances to any governmental agency or authority or any utility, the Declarant or any other Person, provided that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the Members to the use, benefit and enjoyment of the Common Area and Common Facilities.

(h) The right of the Association to open or permit the use of all or any portion of the Common Area and Common Facilities to a wider group of Persons for such purposes and on such basis or conditions as the Board of Directors may from time to time consider appropriate.

(i) The rights of the Owners to perpetual easements over and upon any of the Common Area and Common Facilities for such portions of their Dwellings that may overhang or otherwise encroach upon any of the Common Area or Common Facilities for (i) support, (ii) necessary repairs and maintenance, (iii)

maintenance of reasonable appurtenances to the Dwellings, and (iv) reasonable ingress and egress to and from any Dwelling through and over the Common Area and Common Facilities.

(j) The right of each Member to use the streets, roadways, sidewalks and vehicular parking areas situated upon the Common Area and Common Facilities, provided that each Member shall comply in all respects with all rules and regulations not inconsistent with the provisions of this Declaration which the Board of Directors may from time to time adopt or promulgate with respect to parking and traffic control upon the Common Area and Common Facilities.

(k) The right of the Declarant to dedicate or grant to any governmental authority having jurisdiction over the Property, the streets, roads, parking areas, sidewalks and/or rights-of-way as shown and designated on the Plat. In the event that such streets, roads, parking areas, sidewalks and rights-of-way have not been dedicated by the Declarant, then the Association shall have the right to dedicate such streets, roads, parking areas, sidewalks and rights-of-way to any governmental authority which will accept such dedication and agree to maintain or repair the streets, roads, parking areas, sidewalks and/or rights-of-way as public streets.

(l) The right of the Association to temporarily restrict the use, benefit and enjoyment of certain portions of the Common Area and Common Facilities.

(m) The right of the Association to maintain guarded or electronically monitored gates to restrict or monitor vehicular access to and from the Property on private streets and roads located or situated in or on the Common Area.

Section 9.02. Rights Not Subject to Suspension. The Association shall have no authority to either temporarily or permanently suspend any of the rights specified in Section 9.01(i) and Section 9.01(j) for any reason whatsoever.

Section 9.03. Delegation of Use. In accordance with the Bylaws and subject to such reasonable rules and regulations as the Board of Directors may adopt or promulgate and uniformly apply and enforce, any Member may delegate his rights to the use, benefit and enjoyment to the Common Area and Common Facilities to (i) family members who reside permanently with him, (ii) contract purchasers or tenants under authorized leases who reside on the Property, and (iii) Invitees.

ARTICLE X.

ARCHITECTURAL CONTROL

Section 10.01. Architectural Review Committee. The Architectural Review Committee shall be appointed by the Declarant as long as Declarant owns of record any lot. Thereafter, the Architectural Review Committee shall consist of not less than three but no more than five individuals who shall be appointed or designated from time to time by the Board of Directors and may be but are not required to be Members. The members of the Architectural Review Committee shall serve at the pleasure of the Directors, and may be dismissed with or without cause. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding, determination, ruling or order or to issue any permit, consent, approval or disapproval under this Declaration, including this Article X and the approval or disapproval of all or any portion of any Plans, or to recommend that the Board of Directors adopt any rule

or regulation relating to the provisions of this Article X.

Section 10.02. General Requirements. Except for the purposes of proper maintenance and repair, no improvement, including, but not limited to, buildings, fences, walls or other structures, and no exterior additions, change or alteration to any improvement, including any change or alteration of color, shall be commenced, erected, constructed, placed, altered, moved, maintained or permitted to remain on any portion of the Property, including any Lot, until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee. Any Developer or other builder, including any Owner of a Lot, who remodels or alters existing improvements on any Lot shall be required to submit to the review process of this Article X with respect to any improvement to be constructed, remodeled or altered on the Lot. The Developer or other builder, at its expense, shall complete and submit to the Architectural Review Committee two complete sets of Plans for review by the Architectural Review Committee, along with the fee for review pursuant to Section 10.03. The Plans shall provide for a first class structure, workmanship and materials and shall include:

a) Building plans at a reasonable scale and building specifications, which shall include the location, nature, shape, height, materials, color and finish of materials, type of construction, floor plans and elevations, details of exterior wall construction and other exterior features, gross square footage and other characteristics of the improvements and other information required or specified by the Architectural Review Committee.

b) A properly scaled drawing of the lot showing the dimensional footprint of the house, setbacks from each property line, driveways, walks, stoops, patios and the finished slab elevation relative to the finished grade of each corner of the lot.

c) A 1/4" scaled drawing of the floor plan showing all dimensions, including door and window sizes.

d) A 1/4" scaled drawing of the front elevation and at least a 1/8" drawing of the side and rear elevations specifying all finished materials, including posts and columns. Cut sheets of the elevations should be submitted prior to purchase of plans.

e) A drainage plan which will coordinate with the overall area drainage and which shall include

f) A site plan at a reasonable scale and with accurate grading which shall show the location of all (i) improvements, (ii) exterior lighting and signs, (iii) pedestrian walkways, vehicular circulation and parking areas, and (iv) designation of all proposed utility lines, air conditioning units, aerial lines, pipes, conducts, transformers and similar equipment.

g) A landscape plan which includes landscaping for all four sides of the property and plans for tree removal, if any. In the event that the tree(s) being removed is four feet in height or more, then the plans shall include replanting for each tree removed.

h) A statement by the Developer's or other builder's architect and engineer or, if none, by the Developer or other builder that the proposed construction complies with all applicable building and zoning codes and regulations and this Declaration, including all building codes.

- i) A construction time table or schedule, including anticipated completion date.
- j) The name of the builder, lot number and street name.
- k) In order to limit repetition of design, similar plans will not be permitted on the same street or in sight of each other.

Until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee, no Developer or other builder shall (i) install, erect, attach, apply, paste, hinge, screw, nail, guild, alter, remove or construct any lighting, shade, screen, awning, patio cover, exterior decoration, fence, wall, aerial line, antenna, radio or television broadcasting or receiving device, slab, sidewalk, driveway, road, curb or gutter, patio, balcony or porch; (ii) make any change or otherwise alter, including any change or alteration of color, in any manner whatsoever to the exterior of any improvement constructed upon any Lot or upon any portion of the Common Area; (iii) combine or otherwise join two or more Dwellings except on Lots specifically permitted by this Declaration and/or as shown and designated on the Plat, or partition such Dwellings after combination; or (iv) make any change or alteration to the interior or exterior of any Dwelling which will alter the structural integrity of the building or otherwise affect the Lot or the Property, the interest or welfare of any other Owner or the Association, materially increase the cost of operating or insuring any of the Common Area or Common Facilities, or impair any easement.

Section 10.03. Review Process. Within 30 business days after receipt of all of the Plans, the Architectural Review Committee shall review the Plans and shall either approve or disapprove all or any portion of the Plans. Written notice of such decision shall be given to the Developer or other builder, and such notice shall specify the reasons for any disapproval. The Architectural Review Committee's right to disapprove the Plans shall be limited to (i) the failure of the Developer or other builder to include information required by, or otherwise satisfy the requirements of, this Article X or other provisions of this Declaration, (ii) objections to the design, general massing, color, materials or development of any proposed building or improvement which the Architectural Review Committee determines to be incompatible with the existing or surrounding structures on, or the topography and conformity with the design concept of or for, the Property, (iii) objections that the Plans do not provide for first-class structure, workmanship or materials, (iv) failure to provide a landscape plan which is consistent with the quality, development or design of the Property, or (v) any other reason or reasons which are not arbitrary or capricious, including, but not limited to, aesthetic considerations.

If any portion of the Plans are not approved, the Developer or other builder shall amend and modify the Plans to conform to the requirements of, and to cure any objections made by, the Architectural Review Committee for review and approval or disapproval. The Architectural Review Committee's right to disapprove the amended and modified Plans shall be confined to (i) the portion of the Plans not previously approved, (ii) new matters not disclosed by or included in the Plans previously submitted, or (iii) matters which do not satisfy the requirements of this Article X or other provisions of this Declaration.

If the Developer or other builder desires to materially modify or change the Plans after approval of the Plans, but not including modifications or changes of or to the interior design, then the Developer or other builder shall submit two complete copies of such proposed changes to the Architectural Review Committee for review and approval or disapproval.

If the Architectural Review Committee shall fail to approve or disapprove the Plans, amended and

modified Plans and/or proposed modifications or changes to the Plans within thirty (30) business days after receipt of the Plans, then such approval shall not be required, and the Plans, amended or modified Plans or proposed modifications or changes to the Plans will be deemed to have been approved by the Architectural Review Committee.

The decisions of the Architectural Review Committee shall be final except that any decision may be appealed to the Board of Directors by any Member who is aggrieved by any action or forbearance from action by the Architectural Review Committee or by any policy, standard, or guideline established by the Architectural Review Committee, and upon written request such Member shall be entitled to a hearing before the Board of Directors. The decision of the Board of Directors shall be final.

The Developer or other builder will be responsible for the payment of reasonable charges, which shall initially be established at Three Hundred Dollars (\$300.00), and which shall be established and/or amended by the Board of Directors from time to time for the Architectural Review Committee's review of the Plans or amendments, modifications or changes to Plans, but no charges shall be imposed on any governmental authority using any portion of the Property. The Architectural Review Committee shall retain one copy of the Plans as approved or disapproved in the Association's permanent records and shall return to the Developer or other builder one copy of the Plans, as approved, marked or stamped with such approval.

In addition to the provisions of this Article X, the Developer or other builder or Owner shall comply with all building codes.

Section 10.04. Initial Approval. Until such time that the Declarant has no ownership interest in any Lot, the Declarant rather than the Architectural Review Committee shall enforce the provisions of this Article X and shall approve or disapprove the Plans of any Developer or other builder. After the Common Area is conveyed, the Board of Directors for and on behalf of the Association shall establish the Architectural Review Committee and the Architectural Review Committee shall enforce the provisions of this Article X and shall approve or disapprove the Plans of any Developer or other builder.

Section 10.05. Disclaimer. The Board of Directors, the Architectural Review Committee, each director and each officer of the Association, each member of the Architectural Review Committee and the Association and, if applicable, the Declarant shall not be liable to any Owner or to any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising resulting from or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or bulletins shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or other structure or improvement will be build or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Review Committee to approve or disapprove all or any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 10.06. Rules and Regulations. Upon the recommendation of the Architectural Review Committee, from time to time the Board of Directors may (i) adopt and promulgate such rules and regulations regarding the construction or alternation of any structure or improvement and the form and content of Plans to be submitted to the Architectural Review Committee for review and approval or disapproval, and (ii)

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

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.

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.

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.

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.

(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:
