

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BRUENBURG

This Declaration of Covenants, Conditions, and Restrictions for BruenBurg (Declaration) is made on October 26, 1998 by BruenBurg, LLC a Mississippi Limited Liability Company ("Declarant").

The Declarant is the owner of certain real property situated in Hinds County, Mississippi, and described in Exhibit A ("Property"), 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 B which includes the Property, and intends to develop the residential community in phases on the real property described in Exhibit B. In or during the process of such development, the Declarant intends to annex the real property described in Exhibit C ("Additional Property") to the Property and to subject the Additional Property to the provisions of this Declaration and the jurisdiction of the Association.

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.

"Additional Property" means the real property described in Exhibit C as modified from time to time as permitted by Section 2.06.

"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) special Assessments under Section 5.03, and (iii) 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 BruenBurg Property Owners Association, Inc., a Mississippi non-profit corporation, and its successors and assigns.

"Board of Directors" shall mean the Board of Directors of the Association.

"Builder" shall mean any person who constructs any improvement upon a lot.

"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 all of the Property described in Exhibit D 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 BruenBurg LLC, and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for BruenBurg, as Supplemented from time to time.

"Developer" means BruenBurg, LLC, a Mississippi Limited Liability Company and any successors and assigns of the interest of said BruenBurg, LLC., in the Property which it then owns, including those who, as the mortgagee in or the holder of any recorded mortgage executed by said BruenBurg, LLC, come into possession of any or all portion of the Property, except Class A Owners, pursuant to foreclosure or execution of any assignment or other proceeding or arrangement in lieu of foreclosure.

"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, By-laws 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.

"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 and/or greenspace. .

"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 Madison County. It is intended that the expression "Lots" 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 or the Additional 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 or shall be filed for record in the office of the Chancery Clerk of Hinds County, Mississippi. The Plat may be amended or supplemented, and includes any additional subdivision map or plat filed for record when and if all or any portion of the Additional Property is annexed to the Property pursuant to Article II.

"Property" shall mean (i) all real property situated in Hinds County, Mississippi, which is described in Exhibit A, and (ii) any portion of the Additional Property which is added to the Property by annexation pursuant to Article II.

"Streets" shall mean the streets, roads, parking areas, curbs and sidewalks which will be dedicated to and accepted for maintenance and repair by City of Clinton, 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 located in Section 25, Township 6 North, Range 2 West, Hinds county, Mississippi, and is more particularly described in Exhibit-A.

Section 2.02. Initial Common Area and/or Greenspace. All of the real property described in Exhibit D 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.

Section 2.03. Phase Development. The Declarant expressly reserves the option, right and privilege (i) to annex all or any portion of the real property described in Exhibit C, which is the Additional Property, to the Property, and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration and the jurisdiction of the Association. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section 2.04, except insofar as Declarant shall have voting rights pursuant to Section 3.03 for the Additional Property.

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

Section 2.04. Annexation Procedure. To annex Additional Property to the Property as permitted by Section 2.03, the Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property and the new, amended or revised description of the Property. The option, right and privilege of the Declarant to annex any portion of the Additional Property to the Property is subject to the following provisions:

(a) The Declarant's option, right and privilege to annex Additional Property shall terminate and expire on January 1, 2034.

(b) The Declarant may annex all of the Additional Property or may annex any portion of the Additional Property at different times and in any sequence desired by the

Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous or not contiguous to the Property.

(c) The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed, but the Supplement may contain such complimentary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such complimentary additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section 5.07, relating to equitable adjustments, and otherwise shall not amend or modify the provisions of this Declaration.

Section 2.05. Effect of Annexation. Upon the Supplement referred to in Section 2.04 being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, the Common Area and the Common Facilities, including any Green Space, or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and membership of the Association, including the Charter, the Bylaws and the rules and regulations promulgated or adopted by the Board of Directors. All Owners of Lots shall be granted the rights contained in Article IX to the Property as described after such annexation.

Section 2.06. Additional Property Modification. At any time or times prior to January 1, 2034, the Declarant shall have the option, right and privilege, but not the obligation, to amend the description of the Additional Property, as contained in Exhibit C, to include other real property the Declarant now or in the future may own or acquire, within the vicinity of, but expressly without the necessity or requirement of being contiguous to, the real property described in Exhibit B, if at such time or times the Declarant intends to develop such other real property in a manner consistent, compatible or in conformance with the Declarant's development of the Property, and to amend the description of the resulting new, amended or revised description of the Additional Property.

Section 2.07. Annexation Restrictions. Except for the Property and the Additional Property as amended or revised pursuant to Section 2.06, other real property, after January 1, 2034, may be annexed to the Property and Additional Property under Section 2.06, or become subject to the provisions of this Declaration and the jurisdiction of the Association only by a vote of two thirds of the voting power of each class of the Members and such other consent as may be required under this Declaration.

Section 2.08. No Consent Required. The Declarant shall not be required to obtain any consent or approval of any Class A Member or other Person, including any Mortgagee, to annex any Additional Property to the Property as permitted by Section 2.03 or to amend the description of the Additional Property to include other real property as permitted by Section 2.06. Each owner, each Mortgagee and each other Person, including, but not limited to, each grantee, heir or devisee, personal representative, successor and assign of an Owner, Mortgagee or other Person, by acceptance of any deed, deed of trust, mortgage or similar encumbrance, shall be deemed to have expressly agreed and consented to (i) each of the provisions of this Article II, and (ii) the execution, filing for record and provisions of any Supplement contemplated by this Article II.

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 three votes for each Lot owned and 6 votes for each acre of land in the Additional Property.

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 or any Additional Property.

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 nine. 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 5.03 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. Special Assessments. In addition to the annual maintenance Assessments authorized in Section 5.02, 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 5.04. 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 (1) 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 5.05. 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 5.06. 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 \$25.00 per Lot until such time the construction of the pool common area is completed and the monthly installment shall be \$35.00 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 5.07. Equitable Adjustments. If a Supplement is filed for record which annexes any portion of the Additional Property to the Property and specifies that a greater or lesser level of use, benefit or enjoyment of the Common Area or Common Facilities or of services shall be available or provided by the Association with respect to any portion of the annexed Additional Property, then the Supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance and special Assessments to reflect any such different level of use, benefit and enjoyment of the Common Area or common Facilities or services available or provided by the Association.

Section 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 5.03(b). 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 5.03(b); 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 and /or Developers shall not be subject to Assessment by the Association.

Section 5.14. Assessment of Builders. A Builder shall not be subject to Assessment by the Association except upon occupancy of the Dwelling. Any such Lot having an occupied Dwelling thereon shall be assessed at 100% of any maintenance or special assessment.

Section 5.15. 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 reestablished 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 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 consist of not less than three or 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 buildings shall be commenced, erected, constructed, 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. The Builder or Owner, at its expense, shall complete and submit to the Architectural Review Committee two complete sets of Plans for review by the Architectural Review Committee. The plans shall provide for a first class structure, workmanship and materials and, if requested by Architectural Review committee, shall include:

(a) building plans at a reasonable scale and building specifications, which shall include, but not limited to, the location, nature, shape, height, materials, color and finish of materials, type of construction, floor plans and elevations, details of exterior walls 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 site plan at a reasonable scale which shall show the location of all:

- (i) Improvements;
- (ii) pedestrian walkways, vehicular circulation and parking areas, and;

(c) landscape plan;

(d) a statement by the Builder or Owner's architect and engineer or, if none, by the Builder or owner that the proposed construction complies with all applicable building and zoning codes and regulations and this declaration, including all building codes, and;

(e) a construction time table or schedule, including anticipated completion date;

The Architectural Review Committee may require whatever it deems necessary of the Builder or Owner in order to properly review plans including, but not limited to, the items listed above. This in no way implies that the Architectural Review Committee must require all of the items listed above from each Builder or Owner.

Until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee, no Builder or Owner shall construct any buildings, walk or driveways on any Lot.

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 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. The decision of the Board of Directors shall be final.

The Builder or Owner will be responsible for the payment of reasonable charges established 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/or a letter approved from Architectural Review Committee 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. 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 Builder or Developer. 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 Builder or Developer.

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. All driveways and parking areas shall be equivalent to or better than concrete, unless otherwise approved by the Architectural Review Committee. No parking on Streets shall be permitted.

Section 10.09. Detached Garage's, Storage Areas, Workshops. All detached buildings must be approved by the Architectural Review Committee. Setbacks for approved building's to be determined by the Architectural Review Committee, provided however, that the setbacks will not violate existing city regulations. Any detached building is to be constructed in the same workmanship like manner as the residential dwelling, and requirements for approval are set forth in Section 10.02.

Outside storage areas may be required by the Architectural Review Committee to 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.

The provisions of this Section 10.09 shall also 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. Metal buildings are prohibited unless veneered with masonry, wood or other approved material on the exterior with decorative treatment of front elevations. Trash or garbage storage areas are required and must be in an adequate size and proportional to the building on the Lot.

Section 10.10. 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 10.11. 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 10.12. Drainage Requirements. Each Owner and Builder is obligated and required to find and understand the established drainage waterways adjoining his Lot and to provide appropriate drainage and/or drainage structures to insure that no drainage way will be restricted, obstructed, or adversely impacted. The Owner or Builder shall develop the Lot to direct as much drainage as possible away from the Lot into the street and/or drainage easements and shall impact, as little as possible, any adjacent lots with his drainage.

Section 10.13. 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 10.14. Building Sizes, Locations and Setbacks. Exclusive of porches and garages, the living area of the Dwelling, main house or residential structure constructed on a Lot shall have not less than the following square feet of heated and cooled living area:

(a) Lots I through 17 in Dunton Hill, not less than 2800 square feet. No Dwelling or other residential building shall be erected on any Lot nearer than 30 feet from the front or 20 feet from the rear lot line and 10 feet from the side lot line. No Dwelling or other residential building shall be erected on any Lot on the corner of any Street nearer than 30 feet from the lot line adjoining or abutting any Street.

(b) Lots 18 through 34 in Bellemeade I, not less than 2200 square feet. 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 10 feet from the side lot line. 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.

(c) Lots 35 through 65 in Stonebridge I, not less than 1700 square feet. 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 7.5 feet from the side lot line. No Dwelling or other residential building shall be erected on any Lot on the corner

any Street nearer than 25 feet from the lot line adjoining or abutting any Street.

However, given that many of these setback requirements exceed city regulations for certain zoning districts in which this project lies, the Architectural Review Committee reserves the right in its sole discretion to vary from these setbacks for individual houses as it sees fit, provided however, that the variance will not violate those existing city regulations for setbacks.

Due to the natural terrain, Lot configurations and/or proximity of adjacent structures, the enforcement of setback requirements in this Section 10.14 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 10.15. 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 10.16. 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 10.17. 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. The Architectural Review Committee shall specify the location of, and the plans and specifications for, all sidewalks.

Section 10.18 Fences. The Architectural Review Committee has developed a limited number of fence designs to be used in BruenBurg. Those designs may be obtained from the Architectural Review Committee.

Section 10.19 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 10.20 Mailboxes. All mailboxes must be located and constructed exactly to the design and specifications provided by the Developer and Architectural Review committee. The Builder or Owner is required to purchase the mailbox from a source, that will be made available to the Owner or Builder.

Architectural Review Committee reserves the right to require any of the above as deemed necessary.

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. From time to time and in accordance with the manner described in Section 2.06 of this Declaration, the Declarant may annex to the Property one or more parcels of Additional Property, and all or part of any such parcel or parcels each of which may be described and designated, and in this Declaration is referred to as a Lake Common Area. 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 easements 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. Unless a lake easement of greater or lesser size is shown on the Plat that part of any Lot within ten (10) feet of a Lake Common Area shall be subject to the Lake Easements.

Section 11. 06. Special Restrictions Described. No solid line of fence, wall, or shrubbery shall obstruct the Lake Easements without prior approval from Architectural Committee. 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.

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 floodway easements located in utility or drainage easements as shown and designated on the Plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility.

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.

Section 12.04. Landscape and Pedestrian Easement. The Declarant and/or the Association have the right, but are not required, to construct improvements, maintain, and/or use, for the benefit of the Association, any portion of a landscape or pedestrian easement.

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 13.10, 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. However, 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 for residential purposes shall not violate Section 13.01 if (i) the entire Dwelling and all the improvements on the Lot are leased, (ii) the term of the lease is at least six months, (iii) the lease otherwise complies with the rules and regulations adopted and promulgated from time to time by the Board of Directors, and (iv) the lease is subordinate and subject to this Declaration and is in writing. Prior to commencement of any lease term, the Owner shall

provide the Association and Management Agent, if any, with copies of the lease.

Section 13.03. Exterior Appearances. 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. No foil or other reflective materials, canopies or awnings or other reflective materials shall be permitted on or over windows without prior approval from the Architectural Committee. No projections of any type shall be placed or permitted above the roof of any improvement except chimneys or vents or other objects approved by the Architectural Review Committee. All fences erected on any portion of a Lot located in any phase the Property or Additional Property shall be subject to approval of the Architectural Review Committee as to location, design, quality, appearance, height and material.

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, air conditioning equipment, 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. 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.

Section 13.04. 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 13.04 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 13.05. 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. 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 adequately screened from street views unless otherwise approved by the Architectural Review Committee. When not in use, all garage doors shall be kept closed. To the extent possible, 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. The Board of Directors shall have the authority to adopt and promulgate rules and regulations to govern or to prohibit the outside storage or parking on any Lot, within any Dwelling or other structure 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. 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 13.06 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 direction from a given intersection.

Section 13.07. Antenna. No television antenna, satellite dish, radio receiver or similar device, tower or pole shall be attached to or installed on any Lot or any Dwelling or other structure on the Lot or any portion of the Property, unless expressly approved in writing by the Architectural Review Committee. The Architectural Review Committee may but is not obligated to promulgate rules and regulation concerning television, radio, and computer signal reception. Any approved exterior mounted signal receiver, antenna, dish, etc., shall be appropriately mounted, screened and camouflaged as directed by the Architectural Review Committee. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with reception of other signals within the Property. The Declarant and the Association shall have the right, but not the obligation, to install, operate, maintain and repair equipment necessary for master antenna, cable television, mobile radio, security system or other similar systems within the Property. If cable television services are not available to a Lot, and adequate television reception is not otherwise available or possible, then upon an owner's request the Architectural Review Committee may, but is not required or obligated to, permit an Owner to install a television antenna on his Lot or Dwelling or other structure on his Lot.

Section 13.08. 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 13.09. 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 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 13.10. 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 Lots 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 13.11. 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 13.12. 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 13.13. Subdivided. 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 replotted 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 replotted Lots.

The provisions of this Section 13.13 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 13.14. 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 13.15. 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 13.16. 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 13.16, 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 13.16 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 13.16 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 13.16 shall not be or be deemed to be trespass.

Section 13.17. 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 13.18. 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 13.19. 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 13.20. 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 13.21. 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 13.22. Clothes Drying Equipment. Unless in compliance with Section 13.03, 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 13.23. Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the Association.

Section 13.24. 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 13.25. 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 13.26. 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 13.27. 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 Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Property.

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, 2034. 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, 2034, and/or (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; or
- (d) be such as would result any type of unsafe or hazardous condition
- (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 refurbishment's 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 the date first mentioned above.

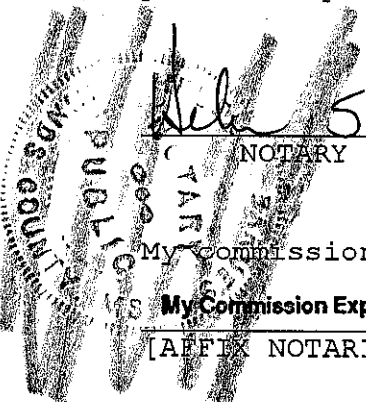
BruenBurg LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan, Manager
Mark S. Jordan, Manager

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26th day of October, 1998 within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of BruenBurg, LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.



Richard S. Barnes
NOTARY PUBLIC

My Commission Expires:
My Commission Expires June 17, 2001
[AFFIX NOTARIAL SEAL]

EXHIBIT "A"
THE PROPERTY

DESCRIPTION OF DUNTON HILL OF BRUENBURG

I, RICHARD T. TOLBERT, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SUBDIVIDED AND PLATTED THE FOLLOWING LAND BEING SITUATED IN THE NE 1/4 OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, IN THE SECOND JUDICIAL DISTRICT OF HINDS COUNTY, IN THE CITY OF CLINTON, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN AXLE FOUND REPRESENTING THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SECOND JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI, THENCE RUN NORTH 00 DEGREES 22 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SECTION 25 A DISTANCE OF 4,350.18 FEET TO A 1/2" SQUARE IRON BAR ON THE SOUTH RIGHT-OF-WAY OF U.S. INTERSTATE HIGHWAY 20; THENCE RUN ALONG THE SOUTH RIGHT-OF-WAY OF INTERSTATE 20 THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 67 DEGREES 41 MINUTES 08 SECONDS WEST A DISTANCE OF 950.54 FEET TO A CONCRETE MONUMENT STAMPED 30/111,(FOUND DISTURBED);THENCE RUN SOUTH 22 DEGREES 12 MINUTES 37 SECONDS WEST A DISTANCE OF 169.23 FEET TO A CONCRETE MONUMENT ON THE EAST RIGHT-OF-WAY OF THE NATCHEZ TRACE PARKWAY, STAMPED 30/110; THENCE RUN ALONG THE EAST RIGHT-OF-WAY OF THE NATCHEZ TRACE PARKWAY THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 67 DEGREES 45 MINUTES 47 SECONDS WEST A DISTANCE OF 200.00 FEET TO A CONCRETE MONUMENT STAMPED 30/109; THENCE RUN SOUTH 50 DEGREES 39 MINUTES 09 SECONDS WEST A DISTANCE 254.48 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED:

FROM THE TRUE POINT OF BEGINNING THENCE RUN SOUTH 14 DEGREES 16 MINUTES 36 SECONDS EAST A DISTANCE OF 120.12 FEET TO A POINT; THENCE RUN SOUTH 62 DEGREES 32 MINUTES 03 SECONDS EAST A DISTANCE OF 60.17 FEET TO A POINT; THENCE RUN SOUTH 02 DEGREES 54 MINUTES 11 SECONDS EAST A DISTANCE OF 272.27 FEET TO A POINT; THENCE RUN SOUTH 40 DEGREES 48 MINUTES 37 SECONDS WEST A DISTANCE OF 213.51 FEET TO A POINT; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 12 SECONDS EAST A DISTANCE OF 61.81 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 440.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES 14 MINUTES 59 SECONDS EAST AND 207.48 FEET, A DISTANCE OF 209.45 FEET TO A POINT; THENCE RUN SOUTH 73 DEGREES 19 MINUTES 26 SECONDS

EXHIBIT "A" CONTINUED

WEST A DISTANCE OF 315.87 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 595.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 58 DEGREES 47 MINUTES 11 SECONDS WEST AND 298.71 FEET, A DISTANCE OF 301.93 FEET TO A POINT; THENCE RUN SOUTH 55 DEGREES 30 MINUTES 30 SECONDS WEST A DISTANCE OF 118.66 FEET TO A POINT; THENCE RUN SOUTH 76 DEGREES 23 MINUTES 11 SECONDS WEST A DISTANCE OF 62.89 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 39 MINUTES 03 SECONDS WEST A DISTANCE OF 100.34 FEET TO A POINT; THENCE RUN NORTH 50 DEGREES 14 MINUTES 59 SECONDS WEST A DISTANCE OF 331.07 FEET TO A POINT, SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF THE NATCHEZ TRACE PARKWAY; THENCE RUN ALONG THE EAST RIGHT-OF-WAY OF THE NATCHEZ TRACE PARKWAY THE FOLLOWING TWO (2) COURSES NORTH 22 DEGREES 24 MINUTES 25 SECONDS EAST A DISTANCE OF 207.04 FEET TO A CONCRETE MONUMENT STAMPED 30/108; THENCE RUN NORTH 50 DEGREES 39 MINUTES 09 SECONDS EAST A DISTANCE OF 1119.50 FEET BACK TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINING 13.86 ACRES, MORE OR LESS.

DESCRIPTION OF BELLEMEADE I OF BRUENBURG

I, RICHARD T. TOLBERT, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SUBDIVIDED AND PLATTED THE FOLLOWING LAND BEING SITUATED IN THE NE 1/4 OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, IN THE SECOND JUDICIAL DISTRICT OF HINDS COUNTY, IN THE CITY OF CLINTON, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN AXLE FOUND REPRESENTING THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SECOND JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI, THENCE RUN NORTH 00 DEGREES 22 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SECTION 25 A DISTANCE OF 4,350.18 FEET TO A 1/2" SQUARE IRON BAR ON THE SOUTH RIGHT-OF-WAY OF U.S. INTERSTATE HIGHWAY 20; THENCE RUN ALONG THE SOUTH RIGHT-OF-WAY OF INTERSTATE 20 THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 67 DEGREES 41 MINUTES 08 SECONDS WEST A DISTANCE OF 950.54 FEET TO A CONCRETE MONUMENT STAMPED 30/111,(FOUND DISTURBED); THENCE RUN SOUTH 22 DEGREES 12 MINUTES 37

EXHIBIT "A" CONTINUED

SECONDS WEST A DISTANCE OF 169.23 FEET TO A CONCRETE MONUMENT ON THE EAST RIGHT-OF-WAY OF THE NATCHEZ TRACE PARKWAY, STAMPED 30/110; THENCE RUN ALONG THE EAST RIGHT-OF-WAY OF THE NATCHEZ TRACE PARKWAY THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 67 DEGREES 45 MINUTES 47 SECONDS WEST A DISTANCE OF 200.00 FEET TO A CONCRETE MONUMENT STAMPED 30/109; THENCE RUN SOUTH 50 DEGREES 39 MINUTES 09 SECONDS WEST A DISTANCE 254.48 FEET TO A POINT; THENCE RUN SOUTH 14 DEGREES 16 MINUTES 36 SECONDS EAST A DISTANCE OF 120.12 FEET TO A POINT; THENCE RUN SOUTH 62 DEGREES 32 MINUTES 03 SECONDS EAST A DISTANCE OF 60.17 FEET TO A POINT; THENCE RUN SOUTH 02 DEGREES 54 MINUTES 11 SECONDS EAST A DISTANCE OF 272.27 FEET TO A POINT; THENCE RUN SOUTH 40 DEGREES 48 MINUTES 37 SECONDS WEST A DISTANCE OF 213.51 FEET TO A POINT; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 12 SECONDS EAST A DISTANCE OF 61.81 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 440.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES 14 MINUTES 59 SECONDS EAST AND 207.48 FEET, A DISTANCE OF 209.45 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED:

FROM THE TRUE POINT OF BEGINNING THENCE RUN SOUTH 73 DEGREES 19 MINUTES 26 SECONDS WEST A DISTANCE OF 315.87 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 595.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 58 DEGREES 47 MINUTES 11 SECONDS WEST AND 298.71 FEET, A DISTANCE OF 301.93 FEET TO A POINT; THENCE RUN SOUTH 55 DEGREES 30 MINUTES 30 SECONDS WEST A DISTANCE OF 118.66 FEET TO A POINT; THENCE RUN SOUTH 76 DEGREES 23 MINUTES 11 SECONDS WEST A DISTANCE OF 62.89 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 39 MINUTES 03 SECONDS WEST A DISTANCE OF 100.34 FEET TO A POINT; THENCE RUN SOUTH 04 DEGREES 31 MINUTES 23 SECONDS WEST A DISTANCE OF 159.75 FEET TO A POINT; THENCE RUN SOUTH 04 DEGREES 19 MINUTES 44 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE RUN NORTH 85 DEGREES 40 MINUTES 16 SECONDS WEST A DISTANCE OF 27.94' TO A POINT; THENCE RUN SOUTH 02 DEGREES 15 MINUTES 14 SECONDS EAST A DISTANCE OF 128.34 FEET TO A POINT; THENCE RUN SOUTH 85 DEGREES 41 MINUTES 18 SECONDS EAST A DISTANCE OF 86.67 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 460.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 68 DEGREES 57 MINUTES 31 SECONDS

EXHIBIT "A" CONTINUED

EAST AND 384.58 FEET, A DISTANCE OF 396.77 FEET TO A POINT; THENCE RUN NORTH 44 DEGREES 14 MINUTES 56 SECONDS EAST A DISTANCE OF 102.56 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 290.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 58 DEGREES 47 MINUTES 11 SECONDS EAST AND 145.59 FEET, A DISTANCE OF 147.16 FEET TO A POINT; THENCE RUN NORTH 73 DEGREES 19 MINUTES 26 SECONDS EAST A DISTANCE OF 309.21 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 720.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 10 MINUTES 08 SECONDS WEST AND 37.51 FEET, A DISTANCE OF 37.51 FEET TO A POINT; THENCE RUN NORTH 16 DEGREES 40 MINUTES 34 SECONDS WEST A DISTANCE OF 46.26 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 13 DEGREES 15 MINUTES 41 SECONDS WEST AND 133.66 FEET, A DISTANCE OF 164.95 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 440.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 53 MINUTES 08 SECONDS WEST AND 87.82 FEET, A DISTANCE OF 87.96 FEET BACK TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINING 7.16 ACRES, MORE OR LESS.

DESCRIPTION OF STONEBRIDGE I OF BRUENBURG

I, RICHARD T. TOLBERT, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SUBDIVIDED AND PLATTED THE FOLLOWING LAND BEING SITUATED IN THE NE 1/4 AND THE SE 1/4 OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, IN THE SECOND JUDICIAL DISTRICT OF HINDS COUNTY, IN THE CITY OF CLINTON, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN AXLE FOUND REPRESENTING THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SECOND JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI, THENCE RUN NORTH 00 DEGREES 22 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SECTION 25 A DISTANCE OF 4,350.18 FEET TO A 1/2" SQUARE IRON BAR ON THE SOUTH RIGHT-OF-WAY OF U.S. INTERSTATE HIGHWAY 20; THENCE RUN ALONG THE SOUTH RIGHT-OF-WAY OF INTERSTATE 20 THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 67 DEGREES 41 MINUTES 08 SECONDS WEST A DISTANCE OF 950.54 FEET TO A CONCRETE MONUMENT STAMPED

EXHIBIT "A" CONTINUED

30/111,(FOUND DISTURBED);THENCE RUN SOUTH 22 DEGREES 12 MINUTES 37 SECONDS WEST A DISTANCE OF 169.23 FEET TO A CONCRETE MONUMENT ON THE EAST RIGHT-OF-WAY OF THE NATCHEZ TRACE PARKWAY, STAMPED 30/110; THENCE RUN ALONG THE EAST RIGHT-OF-WAY OF THE NATCHEZ TRACE PARKWAY THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 67 DEGREES 45 MINUTES 47 SECONDS WEST A DISTANCE OF 200.00 FEET TO A CONCRETE MONUMENT STAMPED 30/109; THENCE RUN SOUTH 50 DEGREES 39 MINUTES 09 SECONDS WEST A DISTANCE 254.48 FEET TO A POINT; THENCE RUN SOUTH 14 DEGREES 16 MINUTES 36 SECONDS EAST A DISTANCE OF 120.12 FEET TO A POINT; THENCE RUN SOUTH 62 DEGREES 32 MINUTES 03 SECONDS EAST A DISTANCE OF 60.17 FEET TO A POINT; THENCE RUN SOUTH 02 DEGREES 54 MINUTES 11 SECONDS EAST A DISTANCE OF 272.27 FEET TO A POINT; THENCE RUN SOUTH 40 DEGREES 48 MINUTES 37 SECONDS WEST A DISTANCE OF 213.51 FEET TO A POINT; THENCE RUN SOUTH 49 DEGREES 53 MINUTES 12 SECONDS EAST A DISTANCE OF 61.81 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 440.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 30 DEGREES 31 MINUTES 21 SECONDS EAST AND 291.78 FEET, A DISTANCE OF 297.41 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 15 MINUTES 41 SECONDS EAST AND 133.66 FEET, A DISTANCE OF 164.95 FEET TO A POINT; THENCE RUN SOUTH 16 DEGREES 40 MINUTES 34 SECONDS EAST A DISTANCE OF 46.26 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 720.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 10 MINUTES 08 SECONDS EAST AND 37.51 FEET, A DISTANCE OF 37.51 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED:

FROM THE TRUE POINT OF BEGINNING THENCE RUN SOUTH 73 DEGREES 19 MINUTES 26 SECONDS WEST A DISTANCE OF 309.21 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 290.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 58 A DEGREE 47 MINUTES 11 SECONDS WEST AND 145.59 FEET, A DISTANCE OF 147.16 FEET TO A POINT; THENCE RUN SOUTH 44 DEGREES 14 MINUTES 56 SECONDS WEST A DISTANCE OF 102.56 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 460.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61 DEGREES 45 MINUTES 23 SECONDS WEST AND 276.76 FEET, A DISTANCE OF 281.12 FEET TO A POINT; THENCE RUN SOUTH 09 DEGREES 55 MINUTES 13 SECONDS

EXHIBIT "A" CONTINUED

EAST A DISTANCE OF 152.13 FEET TO A POINT; THENCE RUN SOUTH 28 DEGREES 21 MINUTES 27 SECONDS EAST A DISTANCE OF 50.26 FEET TO A POINT; THENCE RUN SOUTH 22 DEGREES 41 MINUTES 01 SECONDS EAST A DISTANCE OF 120.00 FEET TO A POINT; THENCE RUN SOUTH 49 DEGREES 47 MINUTES 47 SECONDS WEST A DISTANCE OF 139.26 FEET TO A POINT; THENCE RUN SOUTH 39 DEGREES 48 MINUTES 29 SECONDS EAST A DISTANCE OF 186.04 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 27 MINUTES 02 SECONDS EAST AND 19.29 FEET, A DISTANCE OF 19.30 FEET TO A POINT; THENCE RUN SOUTH 45 DEGREES 52 MINUTES 35 SECONDS EAST A DISTANCE OF 117.87 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 415.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 53 DEGREES 22 MINUTES 57 SECONDS EAST AND 158.22 FEET, A DISTANCE OF 159.19 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1704.82 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 59 DEGREES 55 MINUTES 46 SECONDS EAST AND 264.09 FEET, A DISTANCE OF 264.36 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 345.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 27 DEGREES 50 MINUTES 31 SECONDS EAST AND 320.16 FEET, A DISTANCE OF 332.93 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 291.80 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 13 DEGREES 33 MINUTES 39 SECONDS WEST AND 138.79 FEET, A DISTANCE OF 140.13 FEET; THENCE RUN NORTH 27 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 24.57 FEET TO A POINT; THENCE RUN NORTH 59 DEGREES 55 MINUTES 46 SECONDS EAST A DISTANCE OF 196.37 FEET TO A POINT; THENCE RUN NORTH 28 DEGREES 00 MINUTES 33 SECONDS WEST A DISTANCE OF 94.88 FEET TO A POINT; THENCE RUN NORTH 27 DEGREES 19 MINUTES 05 SECOND WEST A DISTANCE OF 42.37 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 720.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 23 DEGREES 29 MINUTES 23 SECONDS WEST AND 96.14 FEET, A DISTANCE OF 96.22 FEET BACK TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINING 10.72 ACRES, MORE OR LESS.

EXHIBIT "B"

A 248.17 acre tract situated in the Northeast Quarter (1/4) of the Southwest Quarter (1/4), and the East Half (1/2) of Section 25, Township 6 North, Range 2 West, in the Second Judicial District of Hinds County, in the City of Clinton in the Great State of Mississippi, being that same tract as conveyed to Clinton Partnership by deed of conveyance found in Book 345, Page 118 of the Office of the Chancery Clerk of Hinds County located in the Town of Raymond, and being subject to a boundary line agreement and cross conveyance as found in Book 351, Page 114, together herein incorporated into the following metes and bounds description:

Commencing at an axle found representing the Southeast corner of Section 25, Township 6 North, Range 2 West, Second Judicial District of Hinds County, Mississippi, thence run North 89 degrees 49 minutes 59 seconds West a distance of 226.30 feet to a 1/2 " square iron bar set at the Southeast corner of the subject tract, said point being the **True Point of Beginning** of the tract herein described, and said point being referenced by a 1/2 " iron pin, found in an East-West fence line, bearing North 0 degrees 46 minutes 02 seconds West, 4.33 feet from said set bar:

From the **True Point of Beginning**, thence run along the South line of Section 25, North 89 degrees 49 minutes 59 seconds West a distance of 2428.84 feet to a 1/2 " square iron bar set; thence run North a distance of 1339.63 feet to a 3/4 " iron pin found at a fence corner; thence run North 89 degrees 59 minutes 11 seconds West a distance of 559.24 feet to a concrete monument stamped 30/106 on the East right-of-way of the Natchez Trace Parkway; thence run along said East right-of-way of the Natchez Trace Parkway the following four (4) courses and distances; North 22 degrees 24 minutes 25 seconds East a distance of 2608.99 feet to a concrete monument stamped 30/108; thence run North 50 degrees 39 minutes 09 seconds East a distance of 1373.98 feet to a concrete monument

stamped 30/109; thence run South 67 degrees 45 minutes 47 seconds East a distance of 200.00 feet to a concrete monument stamped 30/110; thence run North 22 degrees 12 minutes 37 seconds East a distance of 169.23 feet to a concrete monument, found (disturbed), on the South right-of-way of U.S. Interstate Highway 20, said point being 55 feet, measured perpendicular from the centerline of the South frontage road of said Highway; thence run along the South right-of-way of Interstate 20 South 68 degrees 19 minutes 39 seconds East a distance of 227.80 feet to a point; thence run South 21 degrees 40 minutes 21 seconds West a distance of 5.00 feet to a point on said right-of-way; thence run along said right-of-way South 68 degrees 19 minutes 39 seconds East a distance of 593.45 feet to a point 62 feet measured perpendicular from the centerline of said frontage road; thence run South 62 degrees 27 minutes 38 seconds East a distance of 133.16 feet to a point witnessed by a 3/4 " rebar set by Case and Associates, Inc., in February of 1997 as the Northwest corner of the Abraham Tract; thence leave the South right-of-way of Interstate 20 and run along the West line of the Abraham Tract, as established by said Case and Associates, Inc., South 00 degrees 22 minutes 50 seconds East a distance of 1689.54 feet to an iron pipe found at the Southeast corner of the Northeast Quarter (1/4) of Section 25; thence run along the South line of said Northeast Quarter (1/4) North 89 degrees 47 minutes 56 seconds West a distance of 244.21 feet to a 1/2 " iron bar set, said point witnessed by a 24" white oak in an East-West fence line bearing West 1.0 foot; thence run South 00 degrees 46 minutes 02 seconds East a distance of 2653.06 feet back to the **True Point of Beginning**, said tract containing 248.17 acres, more or less.

Prepared By:

Richard T. Tolbert, P.L.S.

Williford, Gearhart & Knight, Inc.

Engineers & Surveyors

Revised March 5, 1998

EXHIBIT "C"

All Real property described in Exhibit "B" less and
except all real property described in Exhibit "A"

EXHIBIT "D"

Common Area

That portion of the property described on Exhibit "A"
shown as greenspace and/or common area on the recorded plats
of Dunton Hill of BruenBurg, Bellemeade I of BruenBurg, Stonebridge I
of BruenBurg.

STATE OF MS
COUNTY OF HINDS
FILED-RECORDED

Oct 27 8 30 AM '98

BOOK 453
PAGE 694

ALICE JAMES
CHANCERY CLERK

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

105274

This Supplement to Declaration of Covenants, Conditions, and Restrictions for Bruenburg is made on January 12, 1999 by Bruenburg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for Bruenburg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Cowles Creek of Bruenburg (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

3500
NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of Cowles Creek of Bruenburg recorded in Plat Cabinet A at Slide 72 in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration

now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended to add the following subparagraph:

(d) Lots 77 through 107 in Cowles Creek of Bruenburg, not less than 1400 square feet. No dwelling or other residential building shall be erected on any Lot nearer than 15 feet from the front or 20 feet from the rear lot line and 5 feet from the side lot line. No Dwelling or other residential building shall be erected on any Lot on the corner of any Street nearer than 15 feet from the lot line adjoining or abutting any Street.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Bruenburg LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan, Manager
Mark S. Jordan, Manager

STATE OF MISSISSIPPI

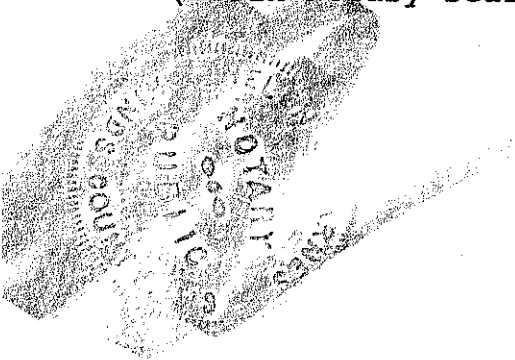
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 12th day of January, 1999, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Bruenburg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Nela S. Barnes
NOTARY PUBLIC

My Commission Expires:

~~My Commission Expires June 17, 2004~~
(Affix Notary Seal)



STATE OF MS
COUNTY OF HINDS
FILED-RECORDED
JAN 21 8 08 AM '99
BOOK 455
PAGE 477
ALICE JAMES
CHANCERY CLERK

Mark S. Jordan
PO 328
Madison 39130 450

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for Bruenburg is made on December 16, 1999 by Bruenburg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for Bruenburg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Bellemeade II of Bruenburg (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of Bellemeade II of Bruenburg recorded in Plat Cabinet A at slide 74 in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the provisions of

the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended to add the follow subparagraph:

(d) Lots 108 through 121 in Bellemeade II of Bruenburg, not less than 2400 square feet. 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 7.5 feet from the side lot line. 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.

2. Article X. is hereby amended to add the following section:

Section 10.21 Lots 110 through 116 in Bellemeade II of Bruenburg, builder or owner is required to shield residential exterior and yard lighting on all lots contiguous with the Natchez Trace Parkway boundary so that light sources will not be visible from the Parkway motor road. Specifically, exterior mounted swivel type

flood lights or any other exterior fixtures where the light source (or bulb) is visible is not approved. Yard or landscape lighting must be directed away from the Parkway motor road.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Bruenburg LLC, a Mississippi Limited Liability Company

By: Mark S. Jordan Manager
Mark S. Jordan, Manager

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of January, 2000, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Bruenburg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Neh S. Barnes
NOTARY PUBLIC

STATE OF MS
COUNTY OF HINDS
FILED-RECORDED

My Commission Expires:

My Commission Expires June 17, 2001

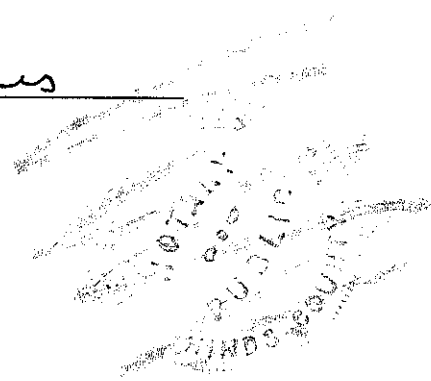
JAN 12 9 15 AM '00

(Affix Notary Seal)

BOOK 465
PAGE 91

3

ALICE JAMES
CHANCERY CLERK



Bruenburg
PO 328
Madison
39130

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for Bruenburg is made on January 12, 1999 by Bruenburg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for Bruenburg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Stonebridge II of Bruenburg (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of Stonebridge II of Bruenburg recorded in Plat Cabinet A at Slide 74 in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the provisions of

the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

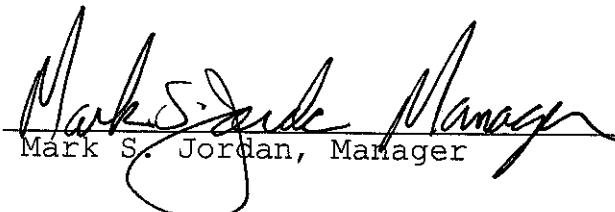
1. Section 10.14 is hereby amended to add the follow subparagraph:

(d) Lots 122 through 129 in Stonebridge II of Bruenburg, not less than 1700 square feet. 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 7.5 feet from the side lot line. 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.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Bruenburg LLC, a
Mississippi Limited Liability Company

By:


Mark S. Jordan, Manager

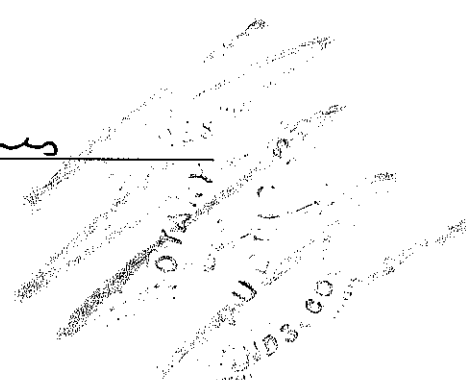
STATE OF MISSISSIPPI

BOOK 465 PAGE 96

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of January, 2000, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Bruenburg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Neil S Baines
NOTARY PUBLIC



My Commission Expires:

My Commission Expires June 17, 2001

(Affix Notary Seal)

STATE OF MS
COUNTY OF HINDS
FILED-RECORDED

JAN 12 9 16 AM '00

BOOK 465
PAGE 94
ALICE JAMES
CHANCERY CLERK

Bruenburg
PO 328
Madison 39130

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for Bruenburg is made on Sept 5, 2001 by Bruenburg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for Bruenburg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Primrose Landing of Bruenburg (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of Primrose Landing of Bruenburg recorded in Plat Cabinet A at Slide 7B in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the

provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended, to add the following subparagraph:

(d) Lots 66 through 76 in Primrose Landing of Bruenburg, not less than 2200 square feet. No dwelling or other residential building shall be erected on any Lot nearer than 15 feet from the front or 20 feet from the rear lot line and 5 feet from the side lot line. No Dwelling or other residential building shall be erected on any Lot on the corner of any Street nearer than 15 feet from the lot line adjoining or abutting any Street.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Bruenburg LLC, a
Mississippi Limited Liability Company

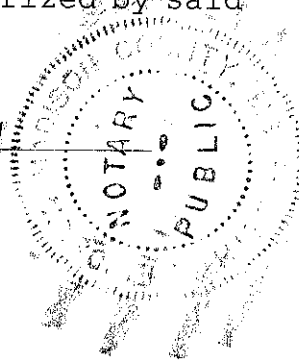
By: Mark S. Jordan Manager
Mark S. Jordan, Manager

STATE OF MISSISSIPPI

COUNTY OF ~~HINDS~~ Madison

Personally appeared before me, the undersigned authority in and for the said County and State, on this 5th day of September, 2001, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Bruenburg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC



My Commission Expires:

MY COMMISSION EXPIRES SEPT. 23, 2003

(Affix Notary Seal)

STATE OF MS
COUNTY OF HINDS
FILED - RECORDED

SEP 6 9 42 AM '01

BOOK 478
PAGE 544
L. GLYNN PEPPER
CHANCERY CLERK

7.00

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for Bruenburg is made on January 29, 2002 by Bruenburg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for Bruenburg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Bailey's Ridge of Bruenburg (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain

Plat of Bailey's Ridge of Bruenburg recorded in Plat Cabinet A at Slide 7B in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended to add the follow subparagraph:

(i) Lots 183 through 193 and Lots 210 through 218 in Bailey's Ridge of Bruenburg, not less than 1400 square feet. 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 7.5 feet from the side lot line. 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.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Bruenburg LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan, Manager
Mark S. Jordan, Manager

STATE OF MISSISSIPPI
COUNTY OF MADISON

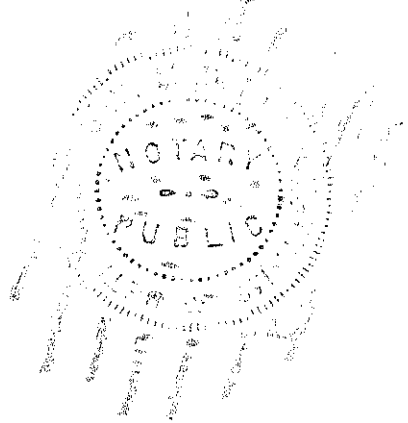
Personally appeared before me, the undersigned authority in and for the said County and State, on this 29th day of January, 2002, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Bruenburg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES SEPT. 23, 2003

(Affix Notary Seal)



STATE OF MS
COUNTY OF HINDS
FILED - RECORDED

Jan 31 10 25 AM '02

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PAGE 374
L. GUYARD, CLERK
CHANCERY CLERK

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for Bruenburg is made on January 29, 2002 by Bruenburg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for Bruenburg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Bellemeade III of Bruenburg (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain

Plat of Bellemeade III of Bruenburg recorded in Plat Cabinet A at Slide 79 in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended to add the follow subparagraphs:

(e) Lots 144 through 155 in Bellemeade III of Bruenburg, not less than 2200 square feet. 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 7.5 feet from the side lot line. 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.

(f) Lots 130 through 143 and Lots 156 and 157 in Bellemeade III of Bruenburg, not less than 2400 square feet. 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 7.5 feet from the side lot line. 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.

2. Article X. is hereby amended to add the following section:

Section 10.21 Lots 130 through 137 in Bellemeade III of Bruenburg, builder or owner is required to shield residential exterior and yard lighting on all lots contiguous with the Natchez Trace Parkway boundary so that light sources will not be visible from the Parkway motor road. Specifically, exterior mounted swivel type flood lights or any other exterior fixtures where the light source (or bulb) is visible is not approved. Yard or landscape lighting must be directed away from the Parkway motor road.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Bruenburg LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan, Manager
Mark S. Jordan, Manager

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 29th day of January, 2002, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Bruenburg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC

My Commission Expires:

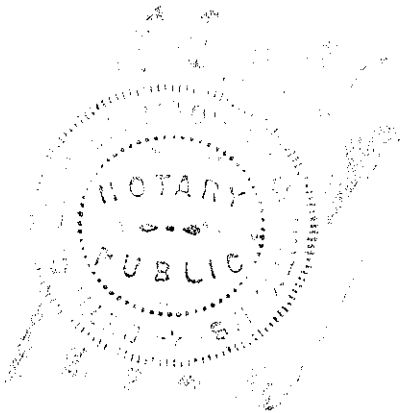
MY COMMISSION EXPIRES SEPT. 23, 2003

(Affix Notary Seal)

STATE OF MS
COUNTY OF HINDS
FILED - RECORDED

JAN 31 11 03 AM '02

BOOK 481
PAGE 379
L. GLENN HENDERSON
CHANCELLER CLERK



SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for Bruenburg is made on January 29, 2002 by Bruenburg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for Bruenburg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Stonebridge III of Bruenburg (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain

Plat of Stonebridge III of Bruenburg recorded in Plat Cabinet A at Slide 79 in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended to add the follow subparagraphs:

(g) Lots 158 through 167 in Stonebridge III of Bruenburg, not less than 1800 square feet. 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 7.5 feet from the side lot line. 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.

(h) Lots 168 through 182 in Stonebridge III of Bruenburg, not less than 2000 square feet. 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 7.5 feet

from the side lot line. 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.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Bruenburg LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan, Manager
Mark S. Jordan, Manager

STATE OF MISSISSIPPI

COUNTY OF MADISON

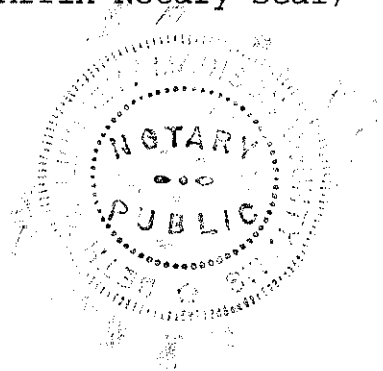
Personally appeared before me, the undersigned authority in and for the said County and State, on this 29th day of January, 2002, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Bruenburg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES SEPT. 23, 2003

(Affix Notary Seal)



STATE OF MS
COUNTY OF HINDS
FILED - RECORDED

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BOOK 481
PAGE 517
L. BRUCE...
CHANCERY CLERK

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for Bruenburg is made on August 18, 2003 by Bruenburg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for Bruenburg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Bailey's Ridge II of Bruenburg (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of Bailey's Ridge II of Bruenburg recorded in Plat Cabinet A at Slide 81 in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the

provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended to add the following subparagraph:

- (j) Lots 194 through 209 and Lots 219 through 229 in Bailey's Ridge II of Bruenburg, not less than 1600 square feet. 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 7.5 feet from the side lot line. 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.

2. Exhibit D is hereby amended to include the following description:

Furthermore, that portion of the real property shown as green space and/or common area on the recorded plats of Cowles Creek of Bruenburg, Primrose Landing of Bruenburg, Bailey's Ridge of Bruenburg, Bailey's Ridge II of Bruenburg, Bellemeade III of Bruenburg, Stonebrige III of Bruenburg.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Bruenburg LLC, a
Mississippi Limited Liability Company

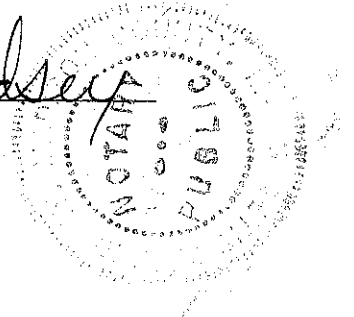
By: Mark S. Jordan, Manager
Mark S. Jordan Manager

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19th day of August, 2003, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Bruenburg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC



My Commission Expires:

MY COMMISSION EXPIRES SEPT. 23, 2003

(Affix Notary Seal)

STATE OF MS
COUNTY OF HINDS
FILED-RECORDED

2003 SEP -9 AM 8:18
BOOK 496
PAGE 41
L. GLYNN PEPPER
CHANCERY CLERK

7.00
Bruenburg LLC
P.O. Box 328
Madison, MS 39130

159704

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for BruenBurg is made on January 9, 2006 by BruenBurg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for BruenBurg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as RockBridge I of BruenBurg (the "Annexed Property").

3642

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of RockBridge I of BruenBurg recorded in Plat Cabinet A at Slide 83 in the office of the aforesaid Chancery Clerk, as though such

Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended to add the following subparagraph:

- (1) Lots 236 through 240 and Lots 258 through 269 and Lots 279 through 283 in RockBridge I of BruenBurg, not less than 1600 square feet. 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 7.5 feet from the side lot line. 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.

2. Exhibit D is hereby amended to include the following common area:

Furthermore, that portion of the real property shown as green space and/or common area B & C as shown on the recorded plat of RockBridge I of BruenBurg.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Bruenburg LLC, a
Mississippi Limited Liability Company

By: *Mark S. Jordan*
Mark S. Jordan, Manager

STATE OF MISSISSIPPI

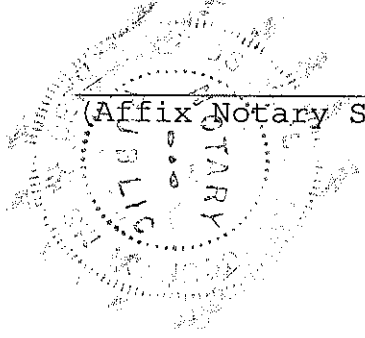
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of January, 2006, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Bruenburg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES SEPT. 23, 2007

(Affix Notary Seal)



STATE OF MS
COUNTY OF HINDS
FILED - RECORDED
2ND DISTRICT

2006 JAN 10 AM 8:16

BOOK 615
PAGE 107
EDDIE JEAN CARR
CHANCERY CLERK

11.00

Bruenburg LLC
PO Box 328
Madison, MS 39130

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for BruenBurg is made on January 9, 2006 by BruenBurg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for BruenBurg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as StoneBurne II of BruenBurg (the "Annexed Property").

³⁶⁴³
The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of StoneBurne II of BruenBurg recorded in Plat Cabinet A at Slide 84 in the office of the aforesaid Chancery Clerk, as though such

Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended to add the following subparagraph:

(k) Lots 284 through 288 and Lots 301 through 309 in StoneBurne II of BruenBurg, not less than 2200 square feet. 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 7.5 feet from the side lot line. 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.

2. Exhibit D is hereby amended to include the following common area:

Furthermore, that portion of the real property shown as green space and/or common area A & F as shown on the recorded plat of StoneBurne II of BruenBurg.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Bruenburg LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan
Mark S. Jordan, Manager

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of January, 2006, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Bruenburg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES SEPT. 23, 2007

(Affix Notary Seal)

STATE OF MS
COUNTY OF HINDS
FILED - RECORDED
2ND DISTRICT

2006 JAN 10 AM 8:16

BOOK 615
PAGE 110
EDDIE JEAN CARR
CHANCERY CLERK

11.00
Bruenburg LLC
PO BOX 328
Madison, Ms
39130

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for BruenBurg is made on January 9, 2006 by BruenBurg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for BruenBurg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as StoneBurne III of BruenBurg (the "Annexed Property").

3644

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of StoneBurne III of BruenBurg recorded in Plat Cabinet A at Slide 84 in the office of the aforesaid Chancery Clerk, as though such

Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended to add the following subparagraph:

(m) Lots 289 through 294 and Lots 296 through 300 in StoneBurne III of BruenBurg, not less than 2000 square feet. 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 7.5 feet from the side lot line. 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.

2. Exhibit D is hereby amended to include the following common area:

Furthermore, that portion of the real property shown as green space and/or common area E as shown on the recorded plat of StoneBurne III of BruenBurg.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

BruenBurg LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan
Mark S. Jordan, Manager

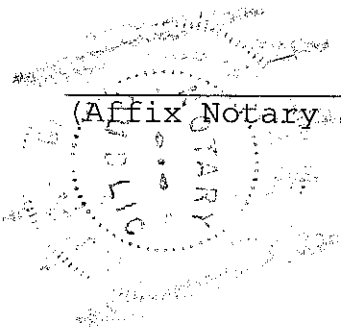
STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of January, 2006, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of BruenBurg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES SEPT. 23, 2007



(Affix Notary Seal)

STATE OF MS
COUNTY OF HINDS
FILED - RECORDED
2ND DISTRICT

2006 JAN 10 AM 8:16

BOOK 615
PAGE 113
EDDIE JEAN CARR
CHANCERY CLERK

11.00
Bruenburg LLC
PO Box 328
Madison, MS 39130

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for BruenBurg is made on August 3, 2006 by BruenBurg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for BruenBurg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Salus Ridge I of BruenBurg (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of Salus Ridge I of BruenBurg recorded in Plat Cabinet A at Slide 85 in the office of the aforesaid Chancery Clerk, as though such

Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended to add the following subparagraph:

(p) Lots 310 through 329 and Lots 352 through 358 in Salus Ridge I of BruenBurg, not less than 2400 square feet. 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 7.5 feet from the side lot line. 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.

2. Exhibit D is hereby amended to include the following common area:

Furthermore, that portion of the real property shown as green space and/or common areas G and H as shown on the recorded plat of Salus Ridge I of BruenBurg.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

BruenBurg LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan
Mark S. Jordan, Manager

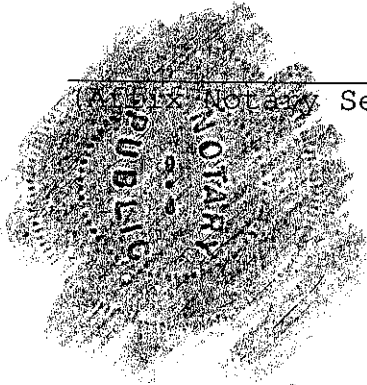
STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 3rd day of August, 2006, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of BruenBurg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES SEPT. 29, 2007



STATE OF MISSISSIPPI
COUNTY OF MADISON
FILED - RECORDED
2ND DISTRICT

2006 AUG -3 PM 4:36

BOOK 619
PAGE 319
EDDIE JEAN CARR
CHANCERY CLERK

AMENDED SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BRUENBURG

This Supplement to Declaration of Covenants, Conditions, and Restrictions for BruenBurg is made on September 26, 2006 by BruenBurg LLC, a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for BruenBurg ("Declaration") on October 26, 1998, in the office of the Chancery Clerk of Hinds County, Mississippi, which is recorded in Book 453 at Page 694. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Salus Ridge I of BruenBurg (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of Salus Ridge I of BruenBurg recorded in Plat Cabinet A at Slide 85

in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.14 is hereby amended:

(p) Lots 310 through 329, Lot 348 and Lots 352 through 358 in Salus Ridge I of BruenBurg, not less than 2400 square feet. 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 7.5 feet from the side lot line. 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.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

BruenBurg LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan
Mark S. Jordan, Manager

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27th day of August, 2006, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of BruenBurg LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager / Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC



My Commission Expires:

MY COMMISSION EXPIRES SEPT. 23, 2007

(Affix Notary Seal)

STATE OF MS
COUNTY OF HINDS
FILED - RECORDED
2ND DISTRICT

2006 OCT -3 AM 8:54

BOOK 620
PAGE 515
EDDIE JEAN CARR
CHANCERY CLERK

Partner
11.00