

DECLARATION

OF

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COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE COMMUNITIES OF

WRIGHT'S MILL

Rice Road, LLC

A Mississippi limited liability company

Declarant

December 11, 2000

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE COMMUNITIES OF
WRIGHT'S MILL

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE COMMUNITIES OF
WRIGHT'S MILL

This Declaration of Covenants, Conditions and Restrictions For The Communities of Wright's Mill ("Declaration") is made on this the 11th day of December, 2000, by Rice Road, LLC a Mississippi limited liability company ("Declarant").

The Declarant desires to create and develop a residential community on the Property which shall have designated common areas ("Common Areas") and common facilities ("Common Facilities") for the benefit of the Communities of Wright's Mill. The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of the charm and beauty of, the Communities of Wright's Mill, and for the designation, administration and maintenance of the Common Areas and Common Facilities. Therefore, the Declarant desires to subject all property now or hereafter subject to the Declaration ("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 Communities of Wright's Mill. Therefore, the Declarant has created and organized Wright's Mill Property Owner's Association, Inc., a Mississippi nonprofit corporation ("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 Areas and Common Facilities, the administration and enforcement of the provisions of this Declaration, and the determination, collection and disbursement of special assessments and other charges (collectively "Assessments").

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 improvements of the Property, (ii) shall be deemed to run with and bind the Property, and (iii) shall inure to the benefit of the enforceable by the Declarant, its successors and assigns, and each Person who has or acquires any interest in any portion of the Property or the improvements on the Property, including the Association, any Owner and any Person who holds such interest solely as security for the performance of an obligation or the 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" shall mean the property described on Exhibit B attached hereto and any other property situated in Sections 22 & 27, Township 7 North, Range 2 East, Madison County, Mississippi, contiguous to said property, owned by the Declarant or any of its partners or any other entity in which the Declarant or its partners own an interest.

"Architectural Review Committee" shall mean and refer to the committee which shall be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided in Article X hereof

"Assessment" shall mean the share allocated to a Lot and thereby the Owners of such Lot of the Association's (i) maintenance Assessments if elected by the Board of Directors and Class A Members as described 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 Wright's Mill Property Owners Association, Inc., a Mississippi not for profit corporation, and its successors and assigns.

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

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

"Charter" means The Articles of Incorporation of the Association, as amended from time to time.

"Common Areas" shall mean all real property shown and designated on the plat as Common Area, and/or parcels owned by or otherwise made available to the Association for the common use, benefit and enjoyment of the members.

"Common Facilities" shall mean all the 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 Rice Road, LLC, a Mississippi limited liability company, and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Wright's Mill, as supplemented from time to time.

"Developer" means the Declarant and each Person who is a successor in title to or acquires a fee simple interest from the Declarant with respect to any Lot, except the Association, and with the Declarant's permission is engaged in the business of the development, improvement and sale of any Lot, including the construction and sale of a dwelling and related improvements or appurtenances on any Lot.

"Dwelling" shall mean a fully detached residence which is designed and used as a conventional single family home, and which should be designed to maximize views, climatic conditions, and the environmental amenities of the site.

"Eligible Mortgage Holder" shall mean those holders of a First Mortgage on a Lot who have requested, in writing, the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders or of any Assessment or installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days.

"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.

"Guidelines" shall mean the Individual Development Guidelines adopted by the Declarant as a part of these covenants to serve as a reference tool and decision-making guide for property development and construction on lots and property in the Communities of Wright's Mill. No such guideline, statement, criteria or the like shall be construed as a waiver of the provisions of any other provision or requirement of 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 any subdivision plat filed for record in the office of the Chancery Clerk of Madison County, Mississippi, and is intended to be improved with a dwelling, but does not include Common Areas.

"Management Agent" means the Person, if any, employed or retained by the Board of Directors for the purpose of conducting and managing the daily operations of the Association.

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

"Mortgages" 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, 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 a department of The United States of America or any state, county or municipal government, (xvi) a corporation, or (xvii) an individual.

"Owner" shall mean 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.

"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 or owner in connection with the development or improvement of a lot.

"Plat" shall mean the subdivision map(s) or plat(s) of the Property which has been or shall be filed for record in the office of the Chancery Clerk of Madison County, Mississippi.

"Property" shall mean all real property situated in Madison County, Mississippi, which is described in Exhibit A, and all additions thereto which by annexation in accordance with the terms and provisions of this Declaration are subject to the covenants and restrictions of this Declaration.

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

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 22, Township 7 North, Range 2 East, Madison County, Mississippi, and is more particularly described in Exhibit A and such portions of the Additional Property which may be annexed to the Property from time to time as provided by Section 2.03 hereof.

Section 2.02. Common Areas. The expression "Common Areas" shall mean and refer to each and/or all parcels of land and/or improvement thereon owned or leased by the Association and held by the Association for common use, benefit and enjoyment by Members. At any one or more times on or prior to December 31, 2010, the Declarant, or any other person with the written assent of the Declarant, shall have the right, privilege, and option to convey to the Association the fee or leasehold of any improved or unimproved parcel of land situated within or adjoining Wright's Mill which is reasonably accessible, amenable and feasible for the common use, enjoyment and benefit of all Members. The deed, lease or similar instrument of conveyance transferring title to said parcel of land shall designate that said parcel of land shall be held and maintained by the Association as a "common area" subject

to the provisions of this Declaration respecting Common Areas. Said deed or instrument may contain a reverter clause effective in the event said parcel of land fails or ceases to be used as intended. Unless such parcel of land is identified and described hereinafter as an "Initial Common Area," the Association, acting by and through its Board of Directors, must formally accept each common area so conveyed, which acceptance shall not be unreasonably delayed or denied. Should any such parcel of land proposed as a common area, other than those identified and described hereinafter, if any, as "initial common areas" be subject to the lien of a mortgage or deed of trust, its acceptance as a common area must first be approved by the affirmative vote of at least two-thirds of the then Class A Members and the then Class B Members of the Association, each class voting separately.

The Declarant hereby designates Parcels A, B and C as shown on the Plat of Wright's Mill, Part 1A, and Parcels D and E as shown on the Plat of Wright's Mill, Part 1B, as an "initial common area."

The conveyance, designation, acquisition or acceptance of any parcel of land or improvement thereon as a "Common Area" shall not mean or imply that the public at large acquires any easement of use or right of enjoyment therein. Each "Common Area" shall be treated and considered as part of the Property.

Section 2.03. Common Facilities. The expression "Common Facilities" shall mean and refer to each and/or structure, improvement, item, facility, parcel of land (including a part of a public or private street right-of-way), and/or any interest in any of same or any component or appurtenance thereof, and which is or shall from time to time become available, exclusively or non-exclusively, to the Association for the use, benefit and enjoyment of Members, by grant of easement, permit or license of any term or by forbearance or prescriptive usage, shall be treated and considered as a Common Facility, and the Association shall expend reasonable funds for the maintenance, repair, reconstruction and/or improvement thereof.

At any one or more times, the Board of Directors may designate, acquire and/or accept as a Common Facility any structure, improvement, item, facility, area or parcel of land (including an easement or a part of a public or private street right-of-way), or any interest in any of same or any component or appurtenance thereof, which is situated within or adjoining Wright's Mill, and which either is feasibly and reasonably available, exclusively or non-exclusively, to the Association for the use, benefit and enjoyment of all Members or whose maintenance, repair, reconstruction and/or improvement serves the purposes of the Association or provides for the preservation or enhancement of the values and amenities in the Communities of Wright's Mill. Each and all Common Facilities shall be treated and considered as part of the Property.

Except as provided otherwise hereinafter, the Association, acting by and through its Board of Directors, may terminate the classification of any structure, improvement, item, facility, area or parcel of land and/or easement or right-of-way as a Common Facility for good reason at any time. Such termination shall not preclude the Association from time to time thereafter from again designating, acquiring or accepting the same structure, improvement, item, facility, area or parcel of land and/or easement or right-of-way as a Common Facility.

The Declarant hereby designates as "initial Common Facilities" the structures, improvements, items, facilities, areas, parcels of land, easements and/or rights-of-way hereinafter identified and/or described: The land within the right-of-way of Rice Road extending from the pavement of said road easterly to the west boundary of Wright's Mill. The classification thereof and the maintenance, repair, reconstruction and/or improvement of the structures, improvements, items, facilities, areas, parcels of land, easements and/or rights-of-way so identified and described may not be terminated by the Board of Directors prior to December 31, 2010, without the consent of the consent of the Declarant.

The designation, acquisition or acceptance of any structure, improvement, item, facility, area or parcel of land as a Common Facility shall not mean or imply that the public at large acquires any easement of use or right of enjoyment therein, unless such structure, improvement, item, facility or parcel of land is owned or otherwise also available to the public at the time of such designation, acquisition or acceptance.

Section 2.04. Annexation of Additional Property. At any one or more times prior to October 1, 2008, and without the assent of the Class A members, the Declarant or any other person with the written assent of the

Declarant, shall have the right, privilege or option to annex to the Property any of the Additional Property. Any such annexation shall have the effect of making the annexed property part of the Property and extending the scheme of the within covenants and restrictions to such annexed property. However, no such annexation shall occur until same has been accomplished in the manner herein prescribed.

Any annexations of additional real property to the Property shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions in the land records in the office of the Chancery Clerk of Madison County, which Supplementary Declaration shall extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain whatever complimentary additions and modifications to the provisions of the Declaration as may be appropriate to reflect the different character or use, if any, of the annexed additional property, including, but not limited to setback lines, total square footage to be contained within any residence, easements, and degree of care and assessments for any care not rendered to all of the Property; provided, however that in no event shall any such addition or modification be substantially inconsistent with the provisions of this Declaration.

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 or who becomes, an owner of record of the fee title to a Lot and is included in the definition of an Owner under Article I. When more than one Person owns or holds an interest or interests in a Lot, then all such Persons shall be Members.

Section 3.02. Action by Members. The Association shall have two classes of voting Members. Class A members shall consist of all members, except the Declarant, and Class B members, which shall be the Declarant. 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 Members. 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. Except as otherwise specifically provided in the Charter or the Bylaws, the voting rights of the Members shall be as follows:

(a) 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. Class A Members 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 Members shall be the Declarant who shall be entitled to three votes for each Lot owned by the Declarant.

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. 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. Termination and Reinstatement of Class B Members. If on any one or more occasions all Class B memberships should terminate, and if after any such termination the Declarant, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarant as a Class B Member shall be fully reinstated, and following each such occasion, the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members until such time as the total votes outstanding of Class A and Class B Members resulting from the newly added property has been equalized. At such time, the Class B membership resulting from such addition shall cease and be converted to Class A memberships. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Declarant, and the nominee or nominees, if any, of the Declarant, shall have all rights and powers of Class B membership, as herein provided.

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 AND MANAGEMENT AGENT

Section 4.01. Board of Directors. The Association and the affairs of the Association shall be managed and controlled by the Board of Directors which shall have all the power, authority and duty necessary or appropriate for such management and control. The Board of Directors shall consist of three individuals or such greater number of individuals as may be prescribed in the Bylaws from time to time. Directors are not required to be Members, and shall be appointed by the Declarant or elected by the Members in the manner prescribed in the Bylaws.

Section 4.02. Powers and Duties. In the management and administration of the affairs of the Association, 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 include, but shall not be limited to, the following:

- (a) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Areas 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 adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Review Committee pursuant to Section 10.07, the Management Agent pursuant to Section 4.04 (d), or as the Board of Directors may consider to be appropriate with respect to the Property, the Lots, any improvements on the Lots, including Dwellings, or the use, occupancy and maintenance of the Common Areas 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 Areas 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.

(d) To purchase insurance upon the Common Areas and Common Facilities.

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

(f) 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, or otherwise convey all or any portion of the Common Areas and/or 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, subject to the provisions of Section 9.01(j) hereof.

(g) 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.

(h) 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.

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

(j) 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 Areas and/or Common Facilities.

(k) To retain or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, landscape architects, contractors, engineers, consultants or other persons who may be helpful, necessary, appropriate or convenient in or to the affairs of the Association, whether or not related to or affiliated with any director or officer of the Association or any Member.

(l) 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 Association's assets, including Common Areas and 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.

Section 4.04. Management Agent. The Board of Directors may retain or employ a Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time may authorize. The Association is specifically authorized to undertake "self-management" and is not obligated or required to retain or employ a Management Agent. The Management Agent shall perform such duties and services as the Board of Directors shall direct and authorize which may include, without being limited to, the following power and authority:

(a) To collect Assessments, and enforce liens to secure the collection of such Assessments.

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

(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 Areas and Common Facilities.

(d) To enforce and recommend that the Board of Directors approve and enforce such rules and regulations, restrictions and requirements relating to maintenance, care, upkeep, surveillance, services and operation of the Common Areas and Common Facilities as may be recommended by the Management Agent from time to time.

(e) To provide such other services for the Association as may be requested by the Board of Directors, including legal and accounting services.

Any management agreement entered into by the Association and any Management Agent shall permit termination for cause by the Association upon 30 days written notice to the Management Agent. The term of any such management agreement shall not exceed one year, but may be renewable by mutual agreement for successive one-year terms.

Section 4.05. Limitation of Liability. The Association, the Board of Directors and each director and each officer of the Association shall not be liable for any failure of or failure to provide any service to be furnished by the Association or to be paid with funds from charges or fees or from Assessments, or for injury, including death, or damage, or damage to any Person or property caused by the elements or caused by or resulting from electricity or water which may discharge or flow from any portion of the Common Areas or Common Facilities or from any wire, pipe, drain, conduit or similar property. The Association shall not be liable to any Member or any other person for theft or other loss of or damage to any property which may be left or stored upon the Common Areas and/or Common Facilities. No diminution or abatement of annual maintenance or special Assessments shall be claimed or allowed for inability to use, inconvenience or discomfort caused by or arising or resulting from the need for or the conduct of routine or other maintenance or repairs or the construction or reconstruction of improvements on the Common Areas or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE V. ASSESSMENTS

Section 5.01. Covenants For Assessments. Each owner by acceptance of a Deed or other conveyance document for such lot, whether or not expressed in any such Deed or other conveyance document shall be deemed to covenant and agree to pay to the Association any maintenance or special assessments which shall be levied by the Association. Each such assessment shall be a charge on the land, and shall be a continuing lien upon each Lot and the personal obligation of the Person who is the owner of such Lot at the time the assessment fell due. No Class A member may become exempt from other otherwise avoid liability for the payment of any assessment by the abandonment of any lot or by the abandonment or release of the member's rights to use, benefit and enjoy the Common Area and/or Common Facilities.

Section 5.02. Maintenance Assessments. Except as permitted by Section 5.07, any 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 Areas and/or Common Facilities and (ii) to pay the cost of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of, the Common Areas and/or Common Facilities. The purposes for which the 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 Areas and/or Common Facilities and the services furnished or provided to or in connection with the Common Areas and/or 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 Areas, including fees or other compensation paid to a Management Agent.

- (c) The amount of all taxes and assessments levied against for the Common Areas.
- (d) The costs of fire and extended coverage and liability insurance on the Common Areas and/or Common Facilities and the Association's other assets and the costs of such other insurance with respect to the Common Areas and/or 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 Areas, and/or the Lots.
- (f) The costs to maintain, replace, repair and landscape the Common Areas, including, but not limited to, the costs (i) to maintain, replace and repair the sidewalks and streets, 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. Maximum Annual Maintenance Assessment. The Declarant will keep, maintain and improve the Common Area and Common Facilities until such time that ten (10) Lots in Wright's Mill, Parts 1A and 1B have been conveyed to Owners, exclusive of Developers. Thereafter, and until January 1st of the year immediately following the conveyance of the tenth (10th) Lot to an Owner, the maximum annual maintenance assessment shall be Three Hundred and No/100ths Dollars (\$300.00) per Lot.

- (a) From and after January 1st of the year immediately following the conveyance of the tenth Lot to an Owner, the maximum annual Assessment may be increased each year not more than ten percent (10%) above the maximum Assessment for the previous year without a vote of the membership.
- (b) From and after January 1st of the year immediately following the conveyance of the tenth Lot to an Owner, the maximum annual Assessment may be increased above ten percent (10%) by a vote of sixty-seven (67%) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual Assessment at an amount not in excess of the maximum Assessment permitted under the provisions of Section 5.03(a).

Section 5.04. Special Assessments. In addition to the maintenance Assessments authorized in Section 5.01, 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 costs of any construction, reconstruction, replacement or inordinate repair or maintenance of improvements on the Common Areas, including the fixtures and personal property on or related to the Common Areas and/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 each class 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.

Section 5.05. Dwelling and Lawn Maintenance. Generally, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any Dwelling or its appurtenances or 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 Areas and Facilities.

Section 5.06. 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 5.07. Costs and Expenses of Certain Damage. Whether or not specifically provided in this Declaration, if the Board of Directors determine 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 costs and expenses shall be increased by all amounts described in Section 6.03. All such amounts shall be considered to be a special Assessment under Section 5.04 (b) 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 5.08. 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. All Assessments requiring the consent or approval of the Members must be approved by a vote of two-thirds of the voting power of each class of the Members.

Section 5.09. Uniform Rate for Assessments. All Assessments shall be levied at a uniform rate for each Lot to which Class A membership is appurtenant, except special Assessments under Section 5.04 (b). The Board of Directors may change or modify the pro rata obligations of any Lot or the Owners of such Lot for the purposes of levying Assessments, except special Assessments under Section 5.04 (b), only if approved by at least two-thirds of the voting power of each class of the Members.

Section 5.10. Commencement of Assessments. The Association shall not collect any Assessments from any Member prior to the date any portion of the Common Areas is transferred to the Association.

Section 5.11. Assessment of Developers. Any Lot owned by a Developer shall not be subject to Assessment by the Association until 60 days after completion of construction of any Dwelling on such Lot or, if earlier, 180 days after the date a deed or other conveyance document for such Lot is delivered to the Developer. Any annual maintenance or special Assessment upon any Lot owned by a Developer shall be 50% of the Assessment against each similar Lot not owned by a Developer. The Declarant shall not be subject to Assessment by the Association until 30 days after the Class A Members are obligated to commence payment of the Maintenance Assessment as provided in Section 5.03 hereof and any annual maintenance or special Assessment upon any Lot owned by the Declarant shall be 50% of the Assessment against each similar Lot not owned by a Declarant.

Section 5.12. 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 un-platted or reserved for future development by this Declaration of the Plat of the Property, (iii) the Common Areas or Common Facilities.

Section 5.13. Equitable Adjustments. If a Supplement is filed for record which annexes additional property to the property and specifies that a greater or lesser level of use, benefit or enjoyment of the common area or of services shall be available or provided by the Association with respect to any portion of the annexed additional property, then the supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance or special assessments under Section 5.02, Section 5.04 or Section 5.05 with respect to such annexed additional property. In such event, the Association shall have the authority and the duty to

make equitable adjustments in and to the procedures described in this Article V. 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 services available or provided by the Association.

ARTICLE VI. ENFORCEMENT OF ASSESSMENTS

Section 6.01. Lien of Assessments. Each Assessment 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 the Assessment became due and payable, their heirs, devisees, personal representatives, successors and assigns, which 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 any 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 the 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 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 the laws of the State of Mississippi applicable to the foreclosure of mortgages and other liens on real property containing the power of sale provision.

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 or conveyance of the Lot subject to the Assessments, 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 Areas and Common Facilities.

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 reasonable charge for the issuance of a certificate.

Section 6.03. Amount of Lien. Upon the default by any Owner of any Lot in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments against the Lot and the Owners of the Lot 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 amount shall be considered to be special Assessments against the Lot and the Owners of such Lot and shall be subject to the lien of Assessments provided under Section 6.01:

- (a) All reasonable costs and expenses of collection incurred or paid by the Association, including attorneys' fees, court costs and other costs and expenses relating to the collection or enforcement of the lien of Assessments.
- (b) Such late payment charges or fees as shall be established by the Board of Directors from time to time.
- (c) Such Association overhead charges as shall be established by the Board of Directors from time to time to reimburse or compensate 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 the payment of each such amount 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 similar 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 recorded prior to the Assessment creating the lien against the Lot, or duly 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 Mortgages. As provided by Section 6.04, the lien against any Lot to secure payment of any Assessment shall be subordinate to the lien of any duly 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 lien shall be subordinate only to Assessments which have become due and payable prior to the sale or other transfer of or conveyance of 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 proceeding or arrangement in lieu of foreclosure, and any purchaser or assignee at a foreclosure sale or any transferee under any deed, assignment or other proceeding 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 foreclosure sale or prior to the execution of any deed, assignment or other proceeding 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. However, such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the holder of the First Mortgage in possession or the purchaser or assignee at foreclosure or the transferee under any deed, assignment, 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 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 filed for record prior to the amendment being filed for record of the holder or any indebtedness secured by such First Mortgage, 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 Mortgagees not otherwise entitled to the benefits of this Section 6.05.

Section 6.06. Additional Default. Any First Mortgage encumbering a Lot shall provide that any default by the mortgagor in the payment of any Assessment or any installment of an Assessment shall be a default under the First Mortgage. The failure to include such a provision in any First Mortgage shall not affect the validity or priority of the First Mortgage, and the protection extended by Section 6.04 and Section 6.05 to the holder of the First Mortgage or the holder of the indebtedness secured by the First Mortgage shall not be altered, modified or diminished by reason of or as result of such failure.

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.

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. 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 the 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 Areas and the other assets of the Association.

ARTICLE IX. PROPERTY RIGHTS

Section 9.01. Member's Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any Common Areas and 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, acting by and through its Board of Directors, to suspend any Member's voting rights and any Member's rights to use the Common Areas 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 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, acting by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Association. No such dedication or transfer shall be effective unless either Members representing at least two-thirds of the voting power of each class of Members approve or consent to such dedication, transfer, purpose and conditions, or an instrument agreeing or consenting to such dedication or transfer executed by Members representing at least two-thirds of the voting power of each class of Members has been filed for record.
- (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 Areas 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 Areas 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 Areas 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 and/or its Board of Directors 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 a security interest by a creditor.

(f) The right of the Association and/or its Board of Directors to adopt reasonable rules and regulations with respect to the use of the Common Areas and Common Facilities.

(g) The right of the Declarant to dedicate or grant the streets, roads, parking areas, sidewalks and/or rights-of-way as shown and designated on the plat to any governmental authority having jurisdiction over the Property.

(h) 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.

(i) The right of the Association acting by and through its Board of Directors to maintain guarded or electronically monitored gates to restrict or monitor vehicular traffic over, on or across any private streets and roads located or situated in or on any portion of the Common Area.

(j) The right of the Association to sell, transfer or convey any part of the Common Area which it determines to be beneficial to the Members, upon the consent of two-thirds of the voting power of each class of members, or upon the filing for record of an instrument agreeing or consenting to such sale, transfer or conveyance executed by Members representing at least two-thirds of the voting power of each class of members.

Section 9.02. 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 of the Common Areas and Common Facilities to (i) family members who reside permanently with such Owner, (ii) contract purchasers who reside on the Property, and (iii) Invitees.

ARTICLE X. ARCHITECTURAL CONTROL

Section 10.01. Establishment of the Architectural Review Committee. There is hereby established the Wright's Mill Architectural Review Committee (referred to herein as "Architectural Review Committee"). The Architectural Review Committee shall be appointed by the Declarant as long as Declarant owns of record any lot or any Additional Property subject to Annexation. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors.

Section 10.02. Architectural Review Committee. After the Declarant has sold all Lots in the Property and the Additional Property, the Architectural Review Committee shall consist of not less than three nor more than five individuals who shall be appointed or designated from time to time by the Board of Directors and who may be but are not required to be Members. The members of the Architectural Review Committee shall serve at the pleasure of the Board of Directors and may be removed at any time by the Board of Directors 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 10.03. General Requirements. Except for the purposes of proper maintenance and repair, no improvement, including, but not limited to, buildings, fences, walls or other structures, and no exterior addition,

change or alteration to any improvement, including any change or alteration of color, shall be commenced, erected, constructed, placed, altered, moved, maintained or permitted to remain on any portion of the Property, including any Lot, until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee. Any Developer or other builder, including any Owner or lessee of a Lot shall not remodel or alter existing improvements on any Lot until approval has been granted by the Architectural Review Committee in accordance with the review process of this Article X. The Developer or other builder, at its expense, shall complete and submit to the Architectural Review Committee two complete sets of Plans for review by the Architectural Review Committee. The Plans shall provide for a first class structure, workmanship and materials. Specific requirements of the submittals shall be established by the Architectural Review Committee and approved by the Board of Directors and may include the following:

(a) Building plans, at a reasonable scale, and building specifications, which shall include the location, nature, shape, height, materials, type of construction, floor plans and elevations, gross square footage and other characteristics of the improvements.

(b) A site plan, at a reasonable scale, which will include an accurate grading plan and which shall show the location of all (i) improvements, (ii) pedestrian walkways, vehicular circulation and parking areas, and (iii) designation of all proposed utility lines.

Until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee, no Developer or other builder shall (i) install, erect, attach, apply, paste, hinge, screw, nail, guild, alter, remove or construct any (1) lighting, (2) shade, screen, awning or patio cover, (3) exterior decoration, (4) fence or wall, (5) aerial line, (6) antenna, radio, television dish or television broadcasting or receiving device, (7) slab, sidewalk, driveway, road, curb or gutter, (9) patio, balcony or porch, or (10) mail box or basketball goal, (ii) make any change or otherwise alter, including any change or alteration of color, in any manner whatsoever to the exterior of any improvement constructed upon any Lot or upon any portion of the Common Areas, (iii) combine or otherwise join two or more Dwellings except on Lots specifically permitted by this Declaration and/or as shown and designated on the Plat, or partition such Dwellings after combination, or (iv) make any change or alteration to the interior or exterior of any Dwelling which will alter the structural integrity of the building or otherwise affect the Lot or the Property, the interest or welfare of any other Owner or the Association, materially increase the cost of operating or insuring any of the Common Areas, Common Facilities, or impair any easement.

Section 10.04. 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. Upon the completion of each amendment and modification, the Plans shall be resubmitted to 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.

The Developer or other builder must obtain written approval of the Plans from the Architectural Review Committee prior to commencement of any on-site construction, installation, clearing, grading, paving or landscaping, except to the extent the Developer or other builder may receive written permission from the Architectural Review Committee to engage in any or some of such activities prior to the review or approval of the Plans.

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

The Developer or other builder 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 shall return to the Developer or other builder on copy of the Plans, as approved, marked or stamped with such approval.

Section 10.05. Conformance with City Requirements. All size, height, yard, coverage and other requirements of the City of Madison's Zoning Ordinance and other pertinent City building codes and ordinances applicable to the construction and erection of dwellings in Wright's Mill which are in effect on the date of this Declaration, together with any subsequent amendments thereto or variances thereof, shall be adhered to by any Member constructing or erecting a dwelling unless the requirements declared herein are in excess thereof, in which event the greater or more restrictive requirements of this Declaration shall control. The Architectural Review Committee shall not be responsible for the interpretation, enforcement or administration of City codes and ordinances. Any decision or approval of the Committee, regardless of whether such decision or approval is in conformance or is in conflict with City codes and ordinances, shall not relieve the Member from conformance or compliance with such codes and ordinances. Any decision or approval of the Committee which, knowingly or unknowingly, is in conflict with City codes and ordinances shall not obligate the Association, its officers, directors or Committee members in any manner.

Section 10.06. 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 or 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 built 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 disapprove all of any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 10.07. 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 alteration 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, materials or other matters relating to architectural control, protection of the environment, 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 of requirement of this Declaration.

Section 10.08. 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 10.08, 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.

ARTICLE XI. EASEMENTS

Section 11.01. Utility and Drainage 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 a 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 Areas which is not improved with the 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 construction, and the provision of public or private utility services to any portion of the Property. Any and all conveyance documents from the Declarant to the Association with respect to the Common Areas shall be conclusively deemed to incorporate the provisions of this Section 11.01, whether or not specifically contained in such conveyance documents or assignments. At the Declarant's request, the Association shall from time to time execute, acknowledge and deliver to the Declarant such documents the Declarant considers it necessary to implement the provisions of this Section 11.01.

The reservation and rights in this Section 11.01 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) grade proximate soils, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installment, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

The Association, acting by and through its Board of Directors, is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights-of-way over any utility, drainage or sewer easement and any Common Areas and/or Common Facilities for the installation, operation and maintenance of sanitary sewers and services, water distribution mains and services, irrigation facilities, electrical wires or cables, telecommunication wires or cables, natural gas distribution lines, storm drains, underground conduits, and related appurtenances to any of same, for any and all purposes benefiting the Communities of Wright's Mill and other

property in the vicinity as may be considered necessary or appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of any Common Areas and/or Common Facilities and/or for the preservation and/or enhancement of the health, safety, convenience, and welfare of the Members, the owners or lessees of other property in the vicinity or of the Declarant.

As they are shown on a Plat, all the areas depicted on a Plat either as utility easements or as drainage easements, or as both, and any area which may be designated or reserved as a utility easement, a drainage easement, a sewer easement, or any combination thereof, in the Deed to the Owner, shall each and all be subject to non-exclusive easements in favor of, severally, the Association, the Declarant, the City of Madison and each certified utility company which heretofore has installed or caused to be installed, or which may within three (3) years hereafter install or cause to be installed, within said easement any sanitary sewer pipe, water distribution pipe, wire, conduit, cable, manhole, valve, transformer, switch, connector, or any other equipment or facility for the purpose of transmitting or providing sanitary sewer service, water, electricity, telecommunications, natural gas, cable television signals, or any other service normally considered to constitute a "utility" service. Each such easement shall permit the Association, the Declarant, the City and each such utility company to perform from time to time anything and everything reasonably necessary or appropriate to repair, maintain, replace, change the size of, and otherwise maintain in proper and adequate operating condition all such equipment and facilities heretofore or hereafter installed by or for each such utility company. However, the City or utility company shall have no right to place any such pipe, wire, conduit or appurtenance above the ground without the express written permission of the Owner of the leasehold or fee of the Lot abutting the right-of-way or on which such item is to be placed above the ground unless such pipe, wire, conduit or appurtenance is routinely placed above ground when the City or utility company provides underground service or unless such pipe, wire, conduit or appurtenance exists on the Lot above ground prior to the leasehold or fee of the Lot being acquired by the Owner thereof. As used herein, the expression "utility company" shall mean and include Bear Creek Water Association, Entergy, BellSouth, Time Warner Cablevision, Mississippi Valley Gas, their successors and assigns, and any other entity which has heretofore installed or maintains the facilities mentioned above. All the areas depicted on any such plat either as utility easements, drainage easements or as sewer easements, or any combination thereof, also shall be subject to nonexclusive easements in favor of the Association and the Declarant, severally, which easements shall permit the Association, the City, and the Declarant, or any of them, to perform from time to time anything and everything reasonably necessary or appropriate to maintain proper drainage within Wright's Mill. The Owner of any Lot subject to a drainage easement shall not diminish or restrict in any manner the flow of stormwater within the area subject to said drainage easement and shall have an affirmative duty to use, maintain and improve the such area for purposes compatible with proper drainage. The provisions of this Section shall not be interpreted as relieving the Owner of a Lot from the responsibility of performing all routine cutting, trimming, pruning and upkeep necessary or appropriate to maintain any and all portions of his Lot and the unpaved areas within street rights-of-way abutting his Lot.

Section 11.02. 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 XI 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 11.03. Maintenance and Support Easements. Where Dwellings are permitted on or in close proximity to the boundaries of a Lot, the Common Areas and 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 improvements that may overhang a Lot or any portion of the Common Areas, and (v) the walks and sidewalks serving such adjoining and abutting areas.

Section 11.04. Tree Preservation Easements. As they are shown on a Plat, all the areas depicted on a Plat as tree preservation easements and any area which may be designated or reserved as a tree preservation easement in the Deed to the Owner, shall each and all be subject to non-exclusive easements in favor of, severally, the Association, the Declarant and the City of Madison for the purposes of preserving existing healthy mature hardwood trees of any size therein and/or planting, nurturing, pruning and/or otherwise promoting the growth of new native

hardwood trees therein. Each such easement shall permit the Association, the Declarant and/or the City to perform from time to time anything and everything reasonably necessary or appropriate to achieve such purposes. No hardwood tree six (6) inches in diameter or larger (measured four [4] feet above the ground) shall be removed from any area designated as a tree preservation easement except on the recommendation of an arborist and with the approval of the Architectural Review Committee and the City.

Section 11.05. Stormwater Detention Easements. The Declarant, for itself and its assigns, and for the Association, hereby reserves a non-exclusive easement and right-of-way in, through, over, and across any area designated or shown on a Plat as a Stormwater Detention Easement or Area for the purposes of (i) detaining therein and thereon excess stormwater runoff by permitting the surface thereof to be inundated for a period of time following a rainfall event; (ii) permitting the maintenance, improvement, repair and/or reconstruction of the levee and discharge control structure(s) thereof; and (iii) permitting the excavation and/or removal of sediments, soil materials or other objects therefrom which are diminishing the impoundment or hydraulic capacity thereof.

ARTICLE XII. USE AND OTHER RESTRICTIONS AND REQUIREMENTS

Section 12.01. 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 Areas (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration (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 Areas and (iv) as permitted by Section 12.03, each Lot and Dwelling shall be used for residential purposes only, and no trade and business of any kind or nature may be conducted on or in such Lot or Dwelling. The use of a portion of a Dwelling as an office by the Owner or his tenant shall not be considered to be a violation of this Section 12.01 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 12.02. Lease of Dwelling. The lease or rental of a Dwelling for residential purposes shall not violate Section 12.01 if (i) the entire Dwelling and all the improvements on the Lot are leased, (ii) the term of the lease is at 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 12.03. 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, and the Common Areas, 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 and vehicles.

Section 12.04. 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 12.05. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, 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 12.06. 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 of flow of surface water runoff in any drainage easement, swale or channel.

Section 12.07. Reconstruction after Fire or Other Casualty Loss. If a Dwelling is partially or completely destroyed by fire or other casualty, 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.

Section 12.08. 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 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.

Section 12.09. 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 Declarant and/or the Architectural Review Committee. The approval of any signs and posters, including name and address signs, shall be upon such conditions the Declarant and/or 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 or Leasehold Interest and/or Dwelling "for sale" or "for lease," such sign shall not exceed three square feet in area and shall be subject to the Architectural Review Committee's right to restrict color and content. The restrictions of this Section 12.09 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 Areas and Common Facilities and within easement areas established by this Declaration.

Section 12.10. Lot Division and Addition. No residential lot shall be further subdivided and no more than one single-family dwelling shall be constructed or permitted on each lot. It is important that the visual appearance and streetscape quality not be altered by decreasing the density of residential units in Wright's Mill. Any such changes as might occur by placing one house on two residential lots must be approved by the Declarant until all Declarant's lots are sold and thereafter by the Board of Directors and the Architectural Review Committee.

Section 12.11. Signage, Antenna, etc. No Owner or occupant of any lot or dwelling may allow anything to be hung from windows or displayed from the outside wall of any dwelling other than the American Flag, plants, or similar items. No sign, radio, or television antenna or dish may be affixed to an exterior wall or roof of any structure, or permanently mounted in the yard. Each dwelling may contain a concealed telecommunications antenna if desired. Except as permitted in Article XII, no "For Rent" signs may be displayed by individual owners or their agents.

Section 12.12. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot or on portion of the Common Areas, except dogs, cats, birds or other household pets for non-commercial 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 Areas 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 12.13. Vehicle Use and Storage. All vehicles shall be currently licensed and maintained in operating condition, so as not to cause or create hazards or nuisances by excessive noise levels, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited from the subdivision except for emergency situations. Off-street parking, adequate to accommodate the parking needs of the Owner and Occupants shall be provided by the Owner of each lot. The intent of this provision is to eliminate the need for any on-street parking; provided, however, that nothing herein shall be deemed to prohibit short-term on-street parking of employees or visitors vehicles.

Overnight parking of all recreational vehicles and related trailers, trucks, and/or sports equipment shall be in garages or appropriately screened enclosures, designed for parking.

No motor vehicle may be repaired (except for emergency repairs) on any lot, street, or Common Areas within the subdivision except where such repairs are done within an enclosed garage or in an area screened from public view.

Section 12.14. Mobile Homes and Trailers. No house trailer or mobile home shall be admitted in Wright's Mill Subdivision at any time, whether used for residential purposes or not. Camper trailers, recreational vehicles, boats and/or boat trailers should be parked only to rear of the main residence, unless they are enclosed in a garage. Otherwise, they must be stored within the property lot lines and not on the street.

ARTICLE XIII. BUILDING AND CONSTRUCTION CRITERIA AND REQUIREMENTS

Section 13.01. Parking Requirements. All buildings and other structures and improvements shall be designed, located and constructed to permit all vehicles entering upon any Lot to 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. No parking on Streets shall be permitted. Each single-family residence shall provide for a minimum of two permanent garaged parking spaces and a minimum of two guest parking spaces. All four of these spaces must be permanent and off the street.

Section 13.02. Fencing Swimming Pools. All private residential swimming pools shall be screened from the street and constructed in the rear yard. The actual pool (not surrounding patio or deck) may not be built closer than 10' from either side yard lot line or 10' from the rear property line provided the property abuts other residential property at the rear. A secure fence no less than 6' high shall enclose the pool area. Spa units shall be screened from the street and constructed in the rear or side yard.

Section 13.03. Secondary Structures. Garden structures, gazebos, pool houses and similar structures require prior approval of the Architectural Review Committee and must meet the same setback requirements as the dwelling, unless a reduction in the rear setback is approved by the City of Madison and the Committee.

Section 13.04. Storage Areas. Outside storage areas shall be fenced or screened to provide substantial screening to a minimum height of six feet and a maximum height of eight feet. All storage areas must be located on the side of or behind the Dwelling or main building structure. No fence or screen shall be closer to any street or Lot boundary line than the established setback line. The provisions of this Section 13.04 shall apply to all trash or garbage storage, mechanical and similar or other storage buildings and structures not directly connected to the dwelling or main building structure. Plans for storage buildings must be submitted to the Declarant or Architectural Review Committee for approval prior to construction and/or erection. Metal storage buildings will not be permitted. All fences and screens shall be constructed of redwood, cedar, or treated wood material, except that posts and horizontal support rails may be treated wood. Chain link and cyclone fences are expressly prohibited.

Section 13.05. Utility Lines. All telephone, electrical, cable television and other similar lines located outside and between any building and any power transmission or other lines of poles shall be underground and shall conform to existing electrical codes.

Section 13.06. Drainage Requirements. Each Owner is obligated and required to provide for satisfactory and appropriate drainage of waters from the Lot to the adjoining established drainage ways. Each Owner is obligated and required to determine and to verify elevations in the established drainage waterways adjoining his Lot and to provide appropriate drainage structures where entrance and exits cross such established drainage waterways to ensure that no drainage will be restricted or obstructed. Any drainage structures constructed by the Owner which do not satisfy the provisions of this Section shall be removed and rebuilt, at the Owner's expense, to conform with such provisions. The Lot shall be developed to direct the drainage from the Lot to the adjoining designated drainage waterways and shall not be developed to force water onto adjoining Lots or the Common Areas.

Section 13.07. Building Sizes and Locations. The location of and the size of buildings and improvements for the Property described in Exhibit A are set forth on Exhibit C attached hereto. The location of and size of all buildings and improvements to be located on any of the Additional Property annexed to the Property as provided in this Declaration are as set forth on Exhibit C unless otherwise modified and amended in the Supplement to the Declaration annexing such Additional Property to the Property.

Section 13.08. Sewage Disposal. The use of privies, septic tanks, cesspools, or disposal plants for the disposal of sewage is prohibited. All residences constructed in this subdivision must be connected to the public sewage system.

Section 13.09. Water Supply System. No individual potable water supply system is permitted on any lot.

Section 13.10. Perimeter Fences. If the Developer or other builder constructing a residence or the owner of an existing residence desires to build a fence along the rear lot lines of those lots abutting either Rice Road, the Natchez Trace, Breezy Hill Subdivision, Natchez Trace Village Subdivision, or along the side or rear lot lines of those lots adjoining the entrance to the subdivision, then such fence must meet the requirements promulgated by the Architectural Review Committee and be consistent in character and design with other such fencing. Plans for the construction of any fence along the aforementioned lot lines must be submitted to and approved by the Architectural Review Committee before any fence is placed or constructed on the lot. Such plans must include the location materials, height, design, character and color of each and all components of the fence. Any fence which does not comply with the plans approved therefor shall be removed or brought into full compliance with the approved plans. Once a perimeter fence has been constructed or placed upon a Lot, the Owner of said Lot shall keep, maintain and preserve said fence in a good state of repair.

Section 13.11. Walls and Fences. Except as provided in Section 13.10 of this Declaration, the design and construction of all walls and fences shall follow the criteria set forth in this Section 13.11. The maximum height of columns shall be seven feet and six inches (7'-6") and the maximum height of any fence shall be seven feet (7'). Fences shall be constructed from the following materials only: 1) brick and wood, 2) wood, 3) wrought iron, 4) rigid metal, 5) brick, 6) stucco, 7) stone (or combinations of stone and other herein described materials). Chainlink fencing of any type is prohibited. Lattice screens may be used in interior portions of the Lot, but not as property line fences, except that a top band of lattice of not more than two (2) feet in height may be constructed as part of a wooden fence with an overall minimum height of six feet (6'). Lattice may not be used on perimeter fencing as described in Section 12.10 of this Declaration. All fences shall step with the terrain rather than slope.

Section 13.12. Materials Storage. No building material of any kind or character shall be placed or stored upon a residential lot until the property owner is ready to begin improvements. No building material shall be placed or stored in the street or between curb and property line during construction.

Section 13.13. Sedimentation Control. Each Owner is required to protect adjoining property, streams and public stormwater systems from sedimentation during construction.

Section 13.14. Sidewalks. Each resident shall provide a concrete sidewalk three feet six inches (3' - 6") in width in and along the street right of way and two feet behind the street curb for the entire length of such resident's Lot. Construction for the sidewalk shall occur consistently a distance of two feet (2') behind the street curb and be completed prior to or in conjunction with the completion of the initial dwelling.

Section 13.15. Existing Trees to Remain. Existing trees having a diameter of ten inches (10") and larger, measured at four feet (4') above the ground, shall be preserved and protected. Such trees located within ten feet (10') of a proposed dwelling or within the limits of a proposed driveway may be removed for construction purposes. Removal of all other trees having a diameter of ten inches (10") and larger, measured at four feet (4') will require approval of Declarant and/or the Architectural Review Committee.

Section 13.16. External Structures. Before the placement, location or commencement of construction of any and all external structures, including, but not limited to, mail boxes, storage buildings, basketball goals, television dishes and any other permanent structure, the approval of such structure, the placement and location thereof on any Lot must be obtained from the Architectural Review Committee as required by Article XIII of the Declaration, provided however, no storage facility which exceeds eight feet six inches (8' - 6") in height and contains more than one hundred fifty (150) square feet and no television dish more than eighteen inches (18") in diameter shall be approved. All television cable must be buried and installed in a manner acceptable to the Architectural Review Committee. A uniform mail box has been established by the Architectural Review Committee for Owners desiring to place a mail box on their Lot. Such Owners should contact the Architectural Review Committee for details concerning the required mail box.

Section 13.17. Minimum Elevation of Lowest Habitable Floor. The elevation of the lowest habitable floor in any dwelling on a Lot within Wright's Mill shall not be lower than the higher of

- (a) Such elevation as may be designated for the Lot as the Minimum Required Floor Elevation shown on the Plat or such higher elevation as may be required by the Architectural Review Committee; or
- (b) the elevation necessary to ensure proper drainage away from the dwelling and/or to reasonably ensure passage of on-site and off-site stormwater and irrigation runoff without inundation of the dwelling during or following a storm event whose intensity and duration is so severe that its probability of occurrence during any year is one (1) per cent; or
- (c) two (2) feet above the base regulatory flood elevation promulgated by the Federal Emergency Management Agency and/or enforced by the City of Madison; or
- (d) eight (8) inches above the existing grade of the building site on the Lot.

The plans for construction of a dwelling on each Lot submitted to the Architectural Review Committee for approval shall contain a site plan clearly showing the then current and proposed topography (based on NGVD) of so much of said Lot as is necessary to show that the builder thereof does not intend to violate with this restriction.

The builder of the dwelling on each Lot shall excavate, fill, grade and shape, and/or construct and raise the dwelling foundation and adjacent ground to achieve the required minimum floor elevation and to ensure proper, positive drainage away from the dwelling.

The builder of the dwelling and the Owner of the Lot shall as necessary excavate, fill, grade and shape all paved areas, landscaped areas and lawn areas within his Lot to drain in a manner and direction which follows the natural topography and drainage patterns of the premises and in a manner which will not impede, interfere with, or impound rain water or irrigation water runoff on an adjacent Lot, unless such builder or Owner is directed otherwise by the Declarant and/or the Architectural Review Committee or by the City of Madison.

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 attorneys' 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 by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of 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 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, 2031. After such date this Declaration shall be automatically extended for successive periods of ten years unless a Supplement signed by a majority of the Owners 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 2.03 or any other provision elsewhere herein to the contrary this Declaration may be amended, modified and/or changed either (i) by the Declarant properly filing for record a Supplement prior to October 1, 2008 or (ii) by a Supplement properly filed for record and executed by the owners of at least 90% of the Lots if amended, modified and/or changed prior to January 1, 2031, and thereafter by the 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. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States 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 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 or assignment purporting to such transfer shall contain a provision incorporating the 4D 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 Areas by any public agency of authority or by any utility or shall be interpreted as imposing upon any public agency or authority or any utility any responsibility or liability for the maintenance or operation of any portion of the Common Areas.

Section 15.10. Consents of Eligible Mortgage Holders. The Owners, or the Board of Directors, or the Association, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of fifty-one percent (51%) of the outstanding first mortgages who have requested notice from the Association of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders:

(a) Abandon, partition, subdivide, encumber, sell, assign or transfer any of the Common Areas or Common Facilities, but the realignment of boundaries, the granting of rights-of-way, easements and similar rights or interests for utilities or for other purposes consistent with the use of the Common Areas by the Members of the Association shall not be considered to be such an encumbrance, sale, assignment or transfer.

(b) Abandon or terminate this Declaration.

(c) Modify or amend any material or substantive provision of this Declaration or the Bylaws pertaining to the rights of the holders of First Mortgages.

(d) Substantially modify the method of determining and collecting Assessments as provided in this Declaration.

Section 15.11. Notice to and Rights of Eligible Mortgage Holders. The Association shall promptly notify any Eligible Mortgage Holder on any Lot for which any Assessment remains delinquent for at least 60 days, and the Association shall promptly notify the holder of the First Mortgage on any Lot for which there is default by the Owner with respect to performance of any other obligation or duty under this Declaration which remains uncured for at least 60 days following the date of such default. Any failure to give any such notice shall not affect the validity of priority of any First Mortgage on any Lot, and the protection provided in this Declaration to any Eligible Mortgage Holder on any Lot shall not be altered, modified or diminished by reason of such failure, nor shall any such failure affect the validity of the lien of any Assessment or affect any of the priorities for liens as specified in Article V.

No suit or other proceeding may be brought to foreclose the lien for any Assessment levied pursuant to this Declaration, except after 10 days written notice to any Eligible Mortgage Holder holding a 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 which are in default and which may or have become a charge or lien against any of the Common Area 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. Any holder of a First Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 15.12. 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 singular shall include the plural.

Section 15.13. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

ARTICLE XVI.

DECLARANT'S RIGHTS AND RESERVATIONS

Section 16.01. 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 Declarant to (i) subdivide or re-subdivide any portions of the Property, (ii) complete or alter improvements or refurbishments to and on the Common Areas and Common Facilities or any portion of the Property owned or leased under the Lease by Declarant, (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 Declarant, including but not limited to the use of public streets by construction vehicles and equipment, may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and by acceptance of the deed to his Lot, each Owner hereby consents to such inconvenience or nuisance.


RICE ROAD, LLC, a Mississippi limited
liability company

By: 

Gary B. Cress, Member

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 14th day of December, 2000, within my jurisdiction, the within named Gary B. Cress, who acknowledged that he is Member of RICE ROAD, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the foregoing instrument of writing after first having been duly authorized by said limited liability company so to do.


Notary Public

My Commission Expires: _____

My Commission Expires April 9, 2004

EXHIBIT A

BOOK 1270 PAGE 044

INITIAL PROPERTY SUBJECT TO DECLARATION

Wright's Mill, Part 1A

A parcel of land which is situated in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, which contains 7.698 acres, more or less, which is subdivided and platted as shown on that certain map or plat filed for record in the office of the Chancery Clerk of Madison County, Mississippi, in Canton, Mississippi, in Plat Cabinet D in Slide 67, and which is more particularly described as follows, to-wit:

Commence at the corner common to Sections 15, 16, 21 and 22, Township 7 North, Range 2 East, Madison County, Mississippi, run thence South 00° 06' 07" West along the west line of said Section 22 for a distance of 4,009.27' to a point; run thence South 89° 53' 53" East for a distance of 933.88' to a point on the east right-of-way line of Rice Road, a public street, as said right-of-way is laid off and established 30.0' east of the center of said road, said point being also the point of beginning of the following described parcel of land:

Run thence along said east right-of-way line of Rice Road as follows: run thence North 00° 21' 22" East for a distance of 71.11' to the point of curvature of a curve to the right subtending a central angle of 02° 50' 53" and having a radius of 6,784.00 feet; run thence along this curve clockwise for an arc distance of 337.22' (chord bearing and distance: North 01° 46' 48" East, 337.18 feet) to the point of tangency of said curve; run thence North 03° 12' 15" East for a distance of 567.03' to an iron pin at the southwest corner of Breezy Hill Subdivision Part 1, a subdivision in the West Half of said Section 22 according to the map or plat thereof which is filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Plat Cabinet C in Slide 67, reference to which is hereby made for all purposes; leaving the said east right-of-way line of Rice Road, run thence North 88° 28' 39" East along the south boundary of said Breezy Hill Subdivision Part 1 for a distance of 348.36' to a point; run thence South 02° 55' 42" West for a distance of 253.84' to a point; run thence South 00° 16' 45" West for a distance of 103.65' to a point; run thence South 01° 41' 48" West for a distance of 103.65' to a point; run thence South 03° 13' 26" West for a distance of 103.65' to a point; run thence South 01° 13' 04" West for a distance of 100.10' to a point; run thence South 01° 03' 43" East for a distance of 91.80' to a point; run thence South 10° 40' 54" East for a distance of 81.17' to a point; run thence South 23° 39' 39" West for a distance of 45.60' to a point; run thence South 01° 17' 46" West for a distance of 50.00' to a point on a curve to the left subtending a partial central angle of 02° 03' 12" and having a radius of 790.00 feet; run thence along this curve counter-clockwise for an arc distance of 28.31' (chord bearing and distance: North 89° 43' 50" West, 28.31 feet) to the point of tangency of said curve and the point of curvature of a curve to the left subtending a central angle of 09° 41' 23" and having a radius of 375.00 feet; run thence along this curve counterclockwise for an arc distance of 63.42' (chord bearing and distance: South 84° 23' 54" West, 63.34 feet) to the point of tangency of said curve and the point of curvature of a curve to the right subtending a partial central angle of 06° 22' 14" and having a radius of 530.00 feet; run thence along this curve clockwise for an arc distance of 58.93' (chord bearing and distance: South 82° 44' 19" West, 58.90 feet) to a point; run thence South 49° 42' 54" West for a distance of 65.08' to a point; run thence South 89° 52' 57" West for a distance of 164.24' to the point of beginning.

Bearings used in this description refer to the State Plane Coordinate System (Transverse Mercator Projection) for the West Zone of Mississippi North American Datum 1983. Grid North is 00° 31' 40" clockwise of True North.

And

Wright's Mill, Part 1B

A parcel of land which is situated in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4), and in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi; which contains 15.249 acres, more or less; which is subdivided and platted as shown on that certain map or plat filed for record in the office of the Chancery Clerk of Madison County, Mississippi, in Canton, Mississippi, in Plat Cabinet D in Slide 67; and which is more particularly described as follows, to-wit:

Commence at the corner common to Sections 15, 16, 21 and 22, Township 7 North, Range 2 East, Madison County, Mississippi, run thence South 00° 06' 07" West along the west line of said Section 22 for a distance of 4,009.27' to a point; run thence South 89° 53' 53" East for a distance of 933.88' to a point on the east right-of-way line of Rice Road, a public street, as said right-of-way is laid off and established 30.0' east of the center of said road, said point being also the southwest corner of Wright's Mill, Part 1A, a subdivision in the Southwest Quarter of said Section 22 according to the map or plat thereof which is filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Plat Cabinet D in Slide 67, reference to which is hereby made for all purposes; said point being also the point of beginning of the following described parcel of land:

Run thence along south boundary of said Wright's Mill, Part 1A, as follows: run thence North 89° 52' 57" East for a distance of 164.24' to a point; run thence North 49° 42' 54" East for a distance of 65.08' to a point on a curve to the left subtending a partial central angle of 06° 22' 14" and having a radius of 530.00 feet; run thence along this curve counterclockwise for an arc distance of 58.93' (chord bearing and distance: North 82° 44' 19" East, 58.90 feet) to the point of tangency of said curve and the point of curvature of a curve to the right having a partial central angle of 09° 41' 23" and a radius of 375.00 feet; run thence along this curve clockwise for an arc distance of 63.42' (chord bearing and distance: North 84° 23' 54" East, 63.34 feet) to the point of tangency of said curve and the point of curvature of a curve to the right having a partial central angle of 02° 03' 12" and a radius of 790.00 feet; run thence along this curve clockwise for an arc distance of 28.31' (chord bearing and distance: South 89° 43' 50" East, 28.31 feet) to the southeast corner of said Wright's Mill, Part 1A; leaving the boundary of said Wright's Mill, Part 1A, run thence South 00° 30' 50" West for a distance of 149.52' to a point; run thence South 02° 19' 47" West for a distance of 72.36' to a point; run thence South 04° 03' 18" West for a distance of 64.68' to a point; run thence South 00° 03' 14" East for a distance of 117.08' to a point; run thence South 12° 22' 32" East for a distance of 326.28' to a point; run thence South 62° 45' 48" East for a distance of 137.00' to a point; run thence North 49° 18' 28" East for a distance of 87.48' to a point; run thence North 50° 58' 57" East for a distance of 94.27' to a point; run thence South 39° 55' 52" East for a distance of 160.73' to a point; run thence South 64° 23' 18" East for a distance of 55.02' to a point; run thence South 42° 48' 52" East for a distance of 154.30' to a point on the west or north boundary of the Natchez Trace Parkway; run thence South 47° 10' 18" West along said boundary of the Natchez Trace Parkway for a distance of 612.78' to a concrete monument NACHEZ TRACE MONUMENT on the south line of said Section 22; run thence South 89° 38' 18" West along the south line of said Section 22 and along the north boundary of the Natchez Trace Parkway for a distance of 262.00' to a concrete monument; continue thence South 89° 38' 18" West along the south line of said Section 22 for a distance of 95.19' to a point on the said east right-of-way line of Rice Road, said point being in a curve to the left subtending a partial central angle of 01° 19' 26" and having a radius of 13,221.73 feet; run thence along the east right-of-way line of Rice Road as follows: run thence along this curve counterclockwise for an arc distance of 305.53' (chord bearing and distance: North 08° 16' 47" West, 305.52 feet) to the point of tangency of said curve; run thence North 08° 56' 31" West for a distance of 381.12' to the point of curvature of a curve to the right subtending a central angle of 09° 17' 53" and having a radius of 2,880.00 feet; run thence along this curve clockwise for an arc distance of 467.37' (chord bearing and distance: North 04° 17' 35" West, 466.85 feet) to the point of tangency of said curve; run thence North 00° 21' 22" East for a distance of 147.19' to the point of beginning.

Bearings used in this description refer to the State Plane Coordinate System (Transverse Mercator Projection) for the West Zone of Mississippi North American Datum 1983. Grid North is 00° 31' 40" clockwise of True North.

ADDITIONAL PROPERTY

Commence at the corner common to Sections 15, 16, 21 and 22, Township 7 North, Range 2 East, Madison County, Mississippi, run thence South $00^{\circ} 06' 07''$ West along the west line of said Section 22 for a distance of 2,655.47' to a point; run thence South $89^{\circ} 54' 26''$ East along the north line of the Southwest Quarter of said Section 22 for a distance of 2,668.24' to the center of said Section 22, said point being also the point of beginning of the parcel of land more particularly described as follows:

Continue thence South $89^{\circ} 54' 26''$ East along the north line of the Northwest Quarter of the Southeast Quarter of said Section 22 for a distance of 845.33' to a concrete monument on the west boundary of the Natchez Trace Parkway; run thence South $27^{\circ} 13' 18''$ West along said boundary of the Natchez Trace Parkway for a distance of 869.14' to a concrete monument; run thence South $35^{\circ} 48' 18''$ West along said boundary of the Natchez Trace Parkway for a distance of 1,115.00' to a concrete monument; run thence South $47^{\circ} 10' 18''$ West along said boundary of the Natchez Trace Parkway for a distance of 1,415.00' to a concrete monument on the south line of said Section 22; run thence South $89^{\circ} 38' 18''$ West along the south line of said Section 22 and along the north boundary of the Natchez Trace Parkway for a distance of 262.00' to a concrete monument; run thence South $45^{\circ} 21' 18''$ West along the northwest boundary of the Natchez Trace Parkway for a distance of 118.62' to a point on the east right-of-way line of Rice Road, a public street, as said right-of-way is laid off and established 30.0' east of the center of said road, said point being in a curve to the left subtending a partial central angle of $01^{\circ} 41' 08''$ and having a radius of 13,221.73 feet; run thence along the east right-of-way line of Rice Road as follows: run thence along this curve counterclockwise for an arc distance of 388.98' (chord bearing and distance: North $08^{\circ} 05' 57''$ West, 388.97 feet) to the point of tangency of said curve; run thence North $08^{\circ} 56' 31''$ West for a distance of 381.12' to the point of curvature of a curve to the right subtending a central angle of $09^{\circ} 17' 53''$ and having a radius of 2,880.00 feet; run thence along this curve clockwise for an arc distance of 467.37' (chord bearing and distance: North $04^{\circ} 17' 35''$ West, 466.85 feet) to the point of tangency of said point; run thence North $00^{\circ} 21' 22''$ East for a distance of 218.30' to the point of curvature of a curve to the right subtending a partial central angle of $02^{\circ} 50' 53''$ and having a radius of 6,784.00 feet; run thence along this curve clockwise for an arc distance of 337.22' (chord bearing and distance: North $01^{\circ} 46' 48''$ East, 337.18 feet) to the point of tangency of said curve; run thence North $03^{\circ} 12' 15''$ East for a distance of 567.03' to an iron pin at the southwest corner of Breezy Hill, a subdivision in the Southwest Quarter of said Section 22 according to the map or plat thereof which is filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Plat Cabinet C in Slide 67, reference to which is hereby made for all purposes; leaving the said east right-of-way line of Rice Road, run thence North $88^{\circ} 28' 39''$ East along the south boundary of said Breezy Hill for a distance of 1,697.81' to an iron pin at the southeast corner of said Breezy Hill, said corner being on the west boundary of said Northwest Quarter of the Southeast Quarter of Section 22; run thence North $00^{\circ} 31' 40''$ West along the east boundary of said Breezy Hill and said boundary extended and along said west boundary of the Northwest Quarter of the Southeast Quarter of Section 22 for a distance of 331.77' to the POB.

The above described parcel of land is situated in the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4), in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4), in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4), in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), and in the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 22, and in the Northwest Quarter (NW1/4) of the Northwest (NW1/4) of Section 27, all in Township 7 North, Range 2 East, Madison County, Mississippi, and contains 87.412 acres, more or less. Bearings used in this description refer to the State Plane Coordinate System (Transverse Mercator Projection) for the West Zone of Mississippi North American Datum 1983. Grid North is $00^{\circ} 31' 40''$ clockwise of True North.

Less and Except therefrom all of the land and real property described in Exhibit A to this Declaration.

EXHIBIT C

LOCATION OF AND THE SIZE OF BUILDINGS
AND IMPROVEMENTS FOR WRIGHT'S MILL

Exclusive of porches and garages, the living area of the dwelling, main house or residential structure constructed on a Lot shall not be less than twenty-five hundred (2,500) square feet (heated and cooled).

No dwelling or other residential building shall be erected on any Lot nearer than twenty-five ³⁰(25) feet from the front or rear lot line and ten (10) feet from the side lot lines. No dwelling or other residential building shall be erected on any Lot on the corner of any street nearer than twenty-five (25) feet from the lot line adjoining or abutting any street. No dwelling or any other residential building shall be erected on any Lot nearer than thirty-five (35) feet from the rear lot line.

All garages must be sized to accommodate two (2) cars and be fully enclosed and with operable doors. Garage doors shall not face the street to which the front of the dwelling is oriented. Any unclosed garage which is constructed on the rear of a dwelling may be open on the vehicular access side and the side opposite vehicular access, but must be adequately screened from street views. Carports which are open on three (3) sides are not permitted.

STATE OF MISSISSIPPI, COUNTY OF MADISON



I certify that the within instrument was filed for record in my office this 11 day
of Dec, 2000, at 250 o'clock P M., and was duly recorded
on the DEC 11 2000, Book No. 1270, Page 13.

STEVE DUNCAN, CHANCERY CLERK

BY: S Cole D.C.