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Declarant:

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Indexing Instructions:

Woodgate Subdivision
Plat Cabinet ____, Slot ____;
S.30-T.8N-R.3E
Madison County, Mississippi

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

WOODGATE SUBDIVISION

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This Declaration of Covenants, Conditions and Restrictions for Woodgate Subdivision ("Declaration") is made effective as of _____, 2023, by Woodgate Developers, LLC, a Mississippi limited liability company ("Declarant") whose address is 105 Spann Drive, Brandon, MS 39042, and whose phone number is 601-862-0883.

The Declarant is the owner of certain real property situated in Madison County, Mississippi described on Exhibit "A" attached hereto and incorporated herein by reference ("Property"). The Property has been subdivided into various lots as depicted on that plat of subdivision recorded in the Office of the Chancery Clerk of Madison County, Mississippi in Plat Cabinet _____ at Slide _____.

The Declarant desires to create and to develop a residential community on the Property which shall have designated common areas for the benefit of the residential community. The Declarant desires to provide for the preservation of the values and amenities and the enhancement of the charm and beauty of the residential community, and for the designation, administration, and maintenance of the Common Area. The Declarant desires to subject all of 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 set forth in this Declaration which individually and collectively are for the benefit of the Property, each Owner, and Declarant.

Declarant shall create and organize the Woodgate Homeowner's Association and shall delegate and assign certain powers and duties created by and in this Declaration to the Association (1) for the administration and maintenance of the Common Areas, (2) for administration and enforcement of the provisions of the Declaration, and (3) for the determination, collection and disbursement of charges and assessments hereinafter specified. Where used herein, "Articles" or "Articles of Incorporation" and "Bylaws" shall mean the Articles of Incorporation and the Bylaws of the Association.

Now, therefore, the Declarant declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated, encumbered, and improved subject to the provisions of this Declaration which (i) are agreed and declared to be beneficial for and in aid of the development of the residential community and the improvement of the Property, (ii) shall be deemed appurtenant to the Property and shall run with and bind the Property, and (iii) shall inure to the benefit of and be 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 any real property which from time to time the Declarant may add to the Property as permitted by Section 2.03.

"Articles" shall mean The Articles of Incorporation of the Association, as amended from time to time.

"Architectural Review Committee" shall mean the body established pursuant to Article X.

"Assessment" shall mean the share allocated to a Lot of the Association's (i) Annual Assessments under Section 5.02, (ii) Special Assessments under Section 5.03, and (iii) expenses, costs, charges, and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

"Association" shall mean the Woodgate Homeowners Association, Inc., a Mississippi nonprofit corporation, and its successors and assigns.

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

"Builder" shall mean any Person who is in the business of constructing a Dwelling on a Lot for resale and not personal use.

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

"Common Area" shall mean all real property shown and designated on the Plat as a Common Area which is owned or otherwise made available to the Association for the common use, benefit, and enjoyment of the Members, including but not limited to, all retention/detention ponds located thereon. The Common Area shall be all of the Property except (i) all platted and numbered Lots as shown and designated on a Plat, (ii) any portion of the Property shown and designated on a Plat as reserved or designated for future development as a part of or an addition to the residential community, (iii) the Streets, and (iv) easements as shown and designated on a Plat for utilities and all water and sewer lines located in such easements or within the Streets.

"Declarant" shall mean Woodgate Developers, LLC, a Mississippi limited liability company, and its successors and assigns. The designation of any successor to or assignee of the Declarant may be made by a written instrument making such designation or assignment and filed of record in the Land Records of Madison County, Mississippi.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Woodgate, as amended or supplemented from time to time.

"Dwelling" shall mean any building or portion of a building located on the Property which is designed and intended for use and occupancy as a residence by a single individual or by a family, including a detached house, a town house, or a garden house.

"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.

"Invitees" shall mean an Owner's guests, patrons, employees or other guests or invitees.

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

"Management Agent" shall mean the Person 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 herein.

"Mortgagee" shall mean any Person who owns, holds or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against any Lot and the improvements on such Lot.

"Neighborhood" shall mean a particular area of platted lots which are designated as a particular Neighborhood or part thereof by such designation on a plat or in a Supplementary Declaration.

"Owner" shall mean the record holder, whether one or more Persons, of a fee or undivided fee interest in or to a Dwelling constructed on any Lot, excluding a contract seller, a Builder, and those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt. Each owner shall be either a Class A Member or a Class B Member of the Association.

"Perimeter" shall mean the outside boundary of the Property as depicted on the Plat.

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

"Plans" shall mean the plans, blueprints, drawings, specifications, and samples prepared by or for an Owner or Builder in connection with the development or improvement of a Lot.

"Plat" shall mean the subdivision map or plat of Woodgate, or any area therein, which has been or shall be filed for record in the office of the Chancery Clerk of Madison County, Mississippi, as amended or supplemented from time to time. The Plat may be amended or supplemented and includes any additional subdivision map or plat filed for record when and if all or any portion of the Additional Property is annexed to the Property pursuant to Article II.

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

"Streets" shall mean the streets, roads, parking areas, curbs and sidewalks which have been dedicated to and accepted for maintenance and repair by the Madison County, Mississippi, or such other governmental authority which may have, obtain, or acquire the jurisdiction or obligation for such maintenance and repair. "Streets" shall also mean any street which the Declarant conveys to the Association as a Private Street which is not dedicated to any governmental authority. Notwithstanding

the designation of sidewalks as part of the streets, each Owner may be required to construct a sidewalk on his Lot, subject to the specifications established by the Architectural Review Committee.

"Supplement" or "Supplementary Declaration" shall mean any supplement, 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, encumbered, and improved subject to this Declaration is the Property which is located in Section 30, Township 8 North, Range 3 East, Madison County, Mississippi, and is more particularly described in Exhibit A.

Section 2.02. Common Area. All of the real property which is set aside as, and declared to constitute the Common Area, after such real property is conveyed to the Association by the Declarant, shall be held and owned for the common use, benefit and enjoyment of the Members. The Declarant may at any time convey additional portions of the Property to the Association and declare such portion to be Common Area. The designation of any portion of the Property as a Common Area shall not mean that the public at large acquires any easement of use, benefit and enjoyment in or to the Common Area. The Common Area shall be conveyed to the Association by the Declarant prior to or concurrent with the sale of the last Lot owned by the Declarant. The Association shall be responsible for maintenance of the Common Area.

Section 2.03. Annexation of Additional Property. The Declarant expressly reserves the option, right and privilege (i) to annex any real property to the Property, and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section 2.07.

Section 2.04. No Obligation to Annex. The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex property as Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Declarant or other grantor that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any property as Additional Property or annexation of any property as Additional Property to the Property.

Section 2.05. Annexation Procedure. To annex Additional Property to the Property as permitted by Section 2.03, the Declarant shall execute and file for record a Supplement which describes the property being annexed as Additional Property to the Property and a new, amended or revised description of the Property. The option, right and privilege of the Declarant to annex any real property as Additional Property to the Property is subject to the following provisions:

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

(b) The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed. The Supplement may contain such complimentary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section 2.07.

Section 2.06. Effect of Annexation. Upon a Supplement referred to in Section 2.05 being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, and the Common Area of or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and membership of the Association, including the Articles, the Bylaws and the rules and regulations promulgated or adopted by the Board of Directors.

Section 2.07. Supplementary Declarations. As and when the Declarant begins the construction and marketing of an area within the Property which is to be platted into Lots, the Declarant may file a Plat and a Supplementary Declaration of Covenants, Conditions and Restrictions for such area and the Lots contained therein and described on such Plat. The Supplementary Declaration may contain such additions or modifications to this Declaration as the Declarant determines appropriate for the character and use of such area, including, but not limited to the establishment of setback restrictions; size and style requirements for Dwellings; sidewalk, fence, and mailbox requirements or restrictions; and maintenance and security requirements. No approval of any other party shall be necessary for the Declarant to file any such Supplementary Declaration.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Organization of the Association. The Declarant shall organize the Association by filing Articles of Incorporation with the Secretary of State of Mississippi. Subject to the rights and authority of the Declarant as provided herein, the Association shall be responsible for the administration and maintenance of the Common Areas and the enforcement of the provisions of this Declaration as they relate to the Association.

Section 3.02. Membership. The Members of the Association shall be and consist of every Person who is, or who hereafter becomes, an Owner of record of the fee title to a Dwelling constructed on a Lot, and who is included in the definition of an Owner under Article I of this Declaration. When more than one person owns or holds an interest in a Dwelling, all such persons shall be Members, subject to the limitations on voting rights set forth herein.

Section 3.03 Class of Members. The Association shall have two (2) classes of Members:

Class A Members. The Class A Members of the Association shall be all Members other than persons herein defined as the "Declarant", who are or who hereafter become the Owner of a Lot.

Class B Members. The Class B Members of the Association shall be each of the persons herein defined as the "Declarant". Upon the sale or other disposition of all of the Property, either as Lots, Common Area or for private uses; or upon the Declarant's abandonment of the development of the Property, the Class B Membership shall terminate. The previous sentence shall not apply to, nor shall the

Class B Membership terminate upon, the sale, assignment or other disposition of all or part of the property by the Declarant to a person acquiring such Property for resale, if concurrent with such sale, assignment, or disposition the Declarant also assigns its rights as Declarant to the Person acquiring the Property.

Section 3.04. Members' Voting Rights. Except as otherwise specifically provided in the Articles of Incorporation or the Bylaws, the voting rights of the Members shall be as follows:

(a) Class A Members. Each Class A Member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for membership; provided, however, that when more than one person holds such interest or interests in any Lot, all such persons shall collectively have only one (1) single vote per each Lot which such persons hold together and shall cast such vote as they, among themselves, determine. Notwithstanding anything to the contrary, in no event shall more than one vote be cast with respect to any single Lot.

(b) Class B Members. Each Class B Member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for membership. If a Class B Member owns any part of the Property which has not been platted as Lots, such Class B Member shall retain one (1) vote for such part of the Property.

Section 3.05 Action by Members. Wherever any provision of the Declaration or Bylaws requires a vote of a specified percentage of the voting power of each class of Members, 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 the Declaration requires a vote of a specified percentage of the voting power of the Members, such provision shall require a vote by the specified percentage of the combined voting power of all Members.

Section 3.06. Membership Appurtenant to Real Property. The membership of the Class A Members shall be appurtenant to the ownership of a Dwelling constructed on a Lot. The membership of the Class B Members 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 3.07. Voting Conflict Between Members. If the fee title to a particular Lot is owned of record by more than one Member, 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 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, unless the Members unanimously agree on the vote prior to completion of voting upon the particular matter under consideration.

Section 3.08. Other Voting Provisions. The Articles and/or the Bylaws may contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to the Declaration, including, but not limited to, the election of individuals to the Board of Directors or as Officers.

Section 3.09. Other Provisions. The Articles and/or the Bylaws may contain other provisions relating to the operation of the Association so long as such provisions do not conflict with this Declaration.

**ARTICLE IV
BOARD OF DIRECTORS AND OFFICERS OF
THE HOMEOWNER'S ASSOCIATION AND MANAGEMENT AGENT**

Section 4.01. Board of Directors. The affairs of the Association shall be managed and controlled by the Board of Directors of the Association ("Board of Directors") which shall have all of the power and authority necessary or appropriate for such management and control. The initial Board of Directors shall consist of the two (2) individuals designated in the Articles or appointed by the Incorporators. After the first meeting of the Members, the Board of Directors shall consist of the number of individuals as may be prescribed in the Bylaws from time to time. Directors need not be Members. The Directors shall be elected or appointed by the Members in the manner prescribed in the Bylaws, except that so long as the Class B Membership exists, the Class B Member shall be entitled to appoint the number of Directors which is one more than one-half of the Directors to be elected or appointed.

Section 4.02. Powers and Duties. In the management and administration of the Association's affairs, the Board of Directors shall have power, authority, and duty to do all acts and actions, except acts and actions which by law, this Declaration, the Articles 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 Area.

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

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

(d) To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Review Committee pursuant to Article X hereof or the Management Agent pursuant to Section 4.04 hereof, or as the Board of Directors may consider to be appropriate with respect to the Property, the Lots, and any improvements on the Lots, including Dwellings, or the use, occupancy and maintenance of the Common Area, including but not limited to, rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use, benefit and enjoyment of the Common Area by the Members and other authorized Persons, or to govern activities which may be environmentally dangerous or hazardous, including the use or application of fertilizers, pesticides and other chemicals in or on the Property.

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

(f) To purchase insurance upon the Common Area.

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

(h) To lease or grant licenses, easements, rights-of-way and other rights of use in or option, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey all or any portion of the Common Area 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 any requirements or limitations therein.

(i) To lease as tenant, purchase or otherwise acquire Lots and to option, lease, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage, 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.

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

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

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

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

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

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

(p) To accept title to any property, either alone or with covenants, as a Common Area, or as property owned by the Association for such purposes and on such terms as the Board of Directors may approve.

(q) To act to enforce the provisions of this Declaration and any Supplement or Amendment hereof; however, the Board of Directors shall determine whether or not any action or omission by any party is subject to the covenants and what, if any, actions the Association shall take.

(r) To establish Special Assessments pursuant to Section 5.03(d) for violating or breaching these Covenants by any Owner and to establish procedures for determination of violations and to give violators the opportunity to cure such violations.

Section 4.03. Officers. The Association shall have such officers as are prescribed by the Bylaws and shall choose such officers in the manner 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 Management Agent shall perform such duties and services as the Board of Directors shall direct and authorize and which may include, without being limited to, the following power and authority:

(a) To establish and collect the Annual and Special 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 Area.

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

(d) To enforce and to recommend that the Board of Directors approve and enforce such rules, regulations, restrictions, and requirements relating to maintenance, care, upkeep, surveillance, services and operation of the Common Area.

(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 thirty (30) days' written notice to the Management Agent. The term of any such management agreement shall not exceed one (1) year, but may be renewable by mutual agreement for successive one-year terms.

Section 4.05. Limitation of Liability. Neither the Declarant, its agents, officers, partners, members, managers, or employees, nor the Association, the Board of Directors, any Director nor any Officer of the Association shall be liable to any Person for any failure of or failure to provide any service to be furnished by the Association or to be paid with funds from charges, fees or Assessments, or for any death, injury or damage to any Person or property caused by the elements or caused by or resulting from electricity, gas, or water which may discharge or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or similar property. Neither the Declarant, its agents, officers, partners, members, managers, or employees, nor the Association, the Board of Directors, any Director nor any Officer of the Association shall be liable to any Person for theft or other loss of or damage to any property which may be left or stored in the Common Area, Common Facilities, any Lot or street. No diminution or abatement of Annual or Special Assessments shall be claimed or allowed for the inability to use, any 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 Area or

Common Facilities, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any Supplement, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE V COVENANTS FOR ASSESSMENTS

Section 5.01. Assessments. Each Owner, by acceptance of a deed or other conveyance document for a 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 the Owner's Assessments for such Lot which shall be such Lot's proportionate share of the amount estimated by the Board of Directors to be required for the purposes contained in Section 5.02 or Section 5.03, or otherwise considered to be an Assessment under this Declaration. Except as provided herein, there shall be no distinction between the Assessments with regard to whether or not a Dwelling has been constructed.

Section 5.02. Annual Assessments. The Board of Directors shall establish the initial Annual Assessment at its first meeting. Thereafter, the Board of Directors shall determine the amount of the Annual Assessment with respect to each Lot annually or at such more frequent intervals as the Board of Directors considers appropriate. The Annual Assessment for each fiscal year may be paid in installments during such fiscal year, either quarterly, semiannually or annually as the Board of Directors shall determine. The due date for each installment payment of the Assessment shall be the first day of the applicable installment period. Any Assessment installment may be prepaid without penalty or premium.

The Board of Directors shall prepare, or cause to be prepared, an annual operating and capital expenditure budget for the Association, including the Common Area. The Board of Directors shall make reasonable efforts to determine and to calculate the amount of the Annual Assessment against each Lot for each fiscal year at least thirty (30) days prior to the start of such fiscal year. Within a reasonable time after determining the Annual Assessment, notice thereof shall be given to the Members. The Association shall prepare and maintain at the Association's office a schedule of the Annual Assessment for the Lots and the schedule shall be available for inspection by any Member at any reasonable time during the Association's normal business hours. The omission or failure by the Board of Directors to determine or calculate the amount of the Annual Assessment applicable to the next fiscal year shall not constitute a waiver or modification of any provision of this Article V, and shall not constitute a release of any Member from the obligation to pay the Annual Assessment against the Member's Lot, or to pay any installment of such Assessment for the next or any subsequent fiscal year. The Annual Assessment for the prior fiscal year shall continue to be the Annual Assessment payable by the Members until a new Annual Assessment is determined or calculated by the Board of Directors. Subject to the limitations in Section 5.09, the Board may change the Annual Assessment at any time during the year. No Class A Member may become exempt from or otherwise avoid liability for the payment of the Annual Assessment by the abandonment of any Lot or by the abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Area.

Except as permitted by Section 5.04, the Annual Assessments levied by the Association shall be used (i) to promote the health, safety and welfare of the residents of the Property, including the improvement, maintenance and repair of the Common Area and, and (ii) to pay the costs of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of the Common Area. The purposes for which the Annual Assessments may be levied include, but are not limited to, the following purposes:

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

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

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

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

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

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

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

Section 5.03. Special Assessments. In addition to the Annual Assessments authorized in Section 5.02, the Association may levy Special Assessments as follows:

(a) In any fiscal year the Association may levy a Special Assessment applicable only to that fiscal year (i) for the purpose of paying all or a portion of the costs of any construction, reconstruction, replacement or inordinate repair or maintenance of improvements on the Common Area, including any fixtures and personal property on or related to the Common Area, or (ii) for such other purposes as the Board of Directors may consider to be appropriate. Any such Special Assessment shall be approved by a vote of two-thirds (2/3rds) of each class of the Members. As used herein, inordinate repair or maintenance shall mean such repair or maintenance which is not necessary on an annual basis, but rather is necessary on an irregular or as needed basis, or which arise because of a casualty or catastrophe.

(b) The Association may levy a Special Assessment against any Lot and the Owner of any Lot for reimbursement (i) of or for repairs occasioned by the willful or negligent acts of the Owner of such Lot or his Invitees, or (ii) of or for any and all costs, expenses and expenditures made or incurred by the Association with respect to such Lot for work or activities performed on such Lot, for the discharge or satisfaction of any obligation or duty imposed upon such Owner under this Declaration, or for costs incurred in enforcing the covenants set forth in this Declaration.

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

(d) The Association may levy a Special Assessment against any Lot and the Owner of any Lot who fails or refuses to comply with any covenant in this Declaration or any Supplement or who has breached or defaulted under any covenant and has failed or refused to cease or cure such breach or default. The Board of Directors shall establish rules for the imposition of any such Special Assessments, the enforcement of such Special Assessments, and actions to be taken upon any Person's refusal to pay such Special Assessments.

(e) The Association may levy a Special Assessment against each Lot for reimbursement to the Association for any attorney's fees, court costs, or other costs of enforcement of any provision of this Declaration upon approval of two-thirds (2/3) of each class of the Members.

Section 5.04. Dwelling and Lawn Maintenance. This Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any Dwelling or its appurtenances or for the maintenance and care of lawn, garden and landscaped areas on any Lot. The Association shall have the responsibility and duty only for the maintenance, repair and care of the common Area. However, the Association may provide the exterior maintenance and repair of any dwelling and any appurtenances and/or the maintenance and care of lawn, garden and landscaped areas of certain Lots pursuant to (i) a determination by the Board of Directors either on its own recommendation or initiative or the recommendation or request of the Owner of a Lot, or (ii) the provisions of a Supplementary Declaration which provides that the Association shall perform such maintenance, repair and care in or on a specified portion of the Property. The cost of such maintenance, repair and care shall be included in the Annual Assessment of such Lot. In no event shall the Association maintain and care for lawn, garden and landscaped areas in or on any enclosed portion of any Lot which is intended for use only by the occupants of the Dwelling on such Lot.

Section 5.05. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Area and shall allocate and pay such amount to the reserve fund from time to time as may be designated by the Board of Directors. Amounts paid to the reserve fund shall be included in the Annual Assessment under Section 5.02. All amounts paid into the reserve fund shall be deposited in such bank account or accounts in federally insured banks or in such investment accounts or investment assets as shall be designated by the Board of Directors from time to time. The reserve fund for replacements of the Common Area may be expended only (i) for the repair and replacement of the Common Area, (ii) for repairs to any sidewalks, streets, roads or parking areas located on the Common Area, (iii) for equipment replacement, or (iv) for non-recurring start-up expenses and operating contingencies of the Common Area. The Association may establish other reserve funds for other purposes considered necessary or appropriate by the Board of Directors from time to time.

Section 5.06. Reserve Fund Appurtenant to Lot. The proportional interest of each Class A Member in any reserve funds shall be considered to be an appurtenance to the Lot of such Member, and shall not be withdrawn, assigned or transferred separately from or other than as an appurtenance to the Lot to which the proportional interest in the reserve funds appertain. Any transfer or assignment of the Lot shall be deemed to be a transfer or assignment of the proportional interest in the reserve funds. No Member shall be entitled to a refund of his proportionate share of such reserve funds.

Section 5.07. Initial Annual Assessments. As and when new Lots are platted, applicable Annual Assessments for such Lots shall be the same as for existing Lots unless the Board of Directors determines otherwise. The Annual Assessments shall apply as and when each such Lot is sold as provided herein.

Section 5.08. Commencement of Assessments. Each Class A Member who acquires a Lot shall be liable to pay installments of the Annual Assessment with respect to such Lot beginning on the first day of the next month following the date a deed or other conveyance document to the Lot is delivered to the Class A Member, as Grantee. If any Owner sells his Lot, such Owner shall still be liable for the full amount of the Assessment for the month in which the sale is made. Upon the sale or transfer of a Lot, the Annual Assessment shall be adjusted according to the number of months remaining in the fiscal year.

Section 5.09. Changes in Annual Assessments. The Board of Directors may change the Annual Assessment for each Lot at any time; however, any increase in the Annual Assessment may be (i) not more than ten percent (10%) above the immediately prior fiscal year's Annual Assessment without a vote of the Members, or (ii) more than ten percent (10%) above the immediately prior fiscal year's Annual Assessment only if approved by a vote of two-thirds (2/3rds) of each class of the Members voting on such matter.

Section 5.10. Assessments Are Not Dues. No portion of any Annual or Special Assessments provided in or permitted by this Section 5 are intended to be, or shall be construed to be, dues for membership in the Association.

Section 5.11. Costs and Expenses of Certain Damage. If the Board of Directors determines that any Owner (i) has failed or refused to properly satisfy or discharge any maintenance, repair, care, upkeep, replacement or any other obligations or duties for which the Owner is responsible under this Declaration, or (ii) is responsible for damage to the area of common responsibility which is not covered by insurance, the Board of Directors 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. Prior to doing so, the Board of Directors shall notify the Owner that he has ten (10) days from the date of such notice to satisfy or discharge such obligation or duty. Such costs and expenses shall be increased by all amounts specified in Section 6.03. All such amounts shall be considered to be a Special Assessment against the Lot and the Owner of such Lot shall be personally responsible and liable for the payment of all such amounts immediately upon notice from the Association. All such amounts shall become a lien against such Lot which shall be enforceable by the Association.

Section 5.12. Meetings to Approve Assessments. If the consent or approval of any class of the Members is required for any action hereunder, the Board of Directors shall call a meeting of the Members pursuant to the Bylaws for the purpose of considering the consent or approval for such action.

Section 5.13. Uniform Rate for Assessments. Except (1) as provided in Sections 5.07 or 5.11, (2) for Special Assessments pursuant to Section 5.03, (3) to the extent that the Annual or Special Assessments for particular Class A Members may be increased under Section 5.04, all Annual and Special Assessments shall be levied at a uniform rate for each Lot to which Class A membership is appurtenant. The Board of Directors may change the pro-rata obligation of any Lot or of the Owners of such Lot for the purposes of levying Annual or Special Assessments, except Special Assessments pursuant to Section 5.03(b) and 5.03(d), only if approved by at least two-thirds (2/3rds) of each class of the Members.

Section 5.14. Notices. The Association may send notices to Members advising each Member of the status of his or her Annual and Special Assessments. Failure of the Association to send notice of assessments or any notice of non-payment or delinquency shall not release the Member from the obligation to pay such Assessments nor prevent any delinquent Member from being subject to any provision of this Declaration

or the Bylaws which provides for removal of such Member as an Officer or Director or prohibits such Member from being elected as an Officer or Director.

Section 5.15. Assessments of Declarant or Builders. Any Lot owned by any Builder shall not be subject to Assessments by the Association until the first day of the first month beginning more than sixty (60) days after completion of construction of any Dwelling on such Lot, or, if sooner, the first day of the seventh month after the date a deed or other conveyance document to such Lot is delivered to the Builder, as Grantee. Any Annual Assessment or Special Assessment upon any Lot owned by a Builder pursuant to Section 5.03(a), or Section 5.03(e) shall be twenty-five percent (25%) of the Assessment against each similar Lot not owned by a Builder. The Declarant shall not be subject to Assessments by the Association.

Section 5.16. Exempt Property. No Assessments of any kind or nature shall be levied by the Association against (i) any portion of the Streets and other real property and improvements dedicated and accepted by the local public authority and devoted to public use, (ii) all areas unplatted or reserved for future development by the Declaration or a Plat of the Property, (iii) the Common Area.

ARTICLE VI ENFORCEMENT OF ASSESSMENTS

Section 6.01. Lien of Assessments. All Assessments with respect to or against a Lot plus such additional amounts as are specified in Section 6.03 shall be (i) a charge on the land, (ii) a continuing lien upon and against the Lot, (iii) binding upon such Lot and (iv) the continuing joint and several personal obligation and liability of each person who was an Owner of such Lot when any portion of such Assessment became due and payable, and the heirs, devisees, personal representatives, successors and assigns of each such Owner, 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 the Member's Lot shall continue for the full statutory period permitted by law. A suit to recover a monetary judgment for the non-payment of all or any portion of such Assessment, including any installment, may be commenced and maintained by the Association without the foreclosure or waiver of any lien created under this Declaration to secure the payment of such Assessment. Any judgment may include all amounts specified in Section 6.03. The Association may commence and maintain an action at law against any Member personally obligated or liable to pay any Assessment and/or may foreclose the lien against any Lot 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 may buy such Lot at any such foreclosure.

The Association shall have the right to accept or reject partial payments of an Assessment and to demand the full payment of such Assessment; however, acceptance of any partial payment shall not relieve the Member of the obligation to pay the balance of the Assessment. The lien for unpaid Assessments shall be unaffected by any sale or other transfer 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 the Member's Lot or by abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Area.

If any proceeding to foreclose the lien for any unpaid portion of an Assessment is commenced by the Association with respect to any Lot, the Board of Directors may require the Owners of the Lot to pay

reasonable rent for use of the Lot, and the Association shall be entitled to the appointment of a receiver to collect such rent.

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

Section 6.02. Assessment Certificate. Upon receipt of a written request, the Board of Directors or the Management Agent, within five (5) business days, shall furnish to any Member liable for the payment of any Assessment, or to any other person having legitimate interest in the payment of such Assessment, a certificate signed by an Association officer or the Management Agent stating whether or not the Assessment has been paid. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid in the certificate. The Board of Directors may require the payment of a reasonable charge for the issuance of a certificate.

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

(a) All reasonable costs and expenses of collection of Assessments including attorneys' fees, court costs and other costs and expenses relating to the collection of Assessments or enforcement of the lien of Assessments, whether or not suit is filed.

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

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

(d) Interest on or with respect to all amounts specified in this Section 6.03, including the unpaid balance of all Assessments. Such interest shall accrue from the due date until paid in full at the maximum rate of interest permitted by law in the State of Mississippi on a loan from a financial institution to an Owner which is secured by his personal residence.

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 of 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 with respect to Assessments which have become due and payable prior to the sale or transfer 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 the Lot, or prior to the 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 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 any such Assessments, and the lien for the payment of such Assessments thereafter becoming due and payable shall have the same effect and shall be enforced in the same manner as provided in this Paragraph 6. No amendment to this Section 6.05 shall adversely affect the rights of the holder of any First Mortgage on any Lot, or the holder of any indebtedness secured by such First Mortgage, filed for record prior to the amendment being filed for record, unless such holders execute, approve or consent to the amendment. In its sole and absolute discretion, the Board of Directors may extend the provisions of this Section 6.05 to 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 6.05 to the holder of the First Mortgage or to the holder of the indebtedness secured by the First Mortgage shall not be altered, modified or diminished by reason of or as a result of any such failure.

Section 6.07. Filing of Notice of Delinquency. If any Owner becomes more than sixty (60) days delinquent in paying any Annual or Special Assessment, the Association may file a Notice of Delinquency in the Land Records of Madison County, Mississippi, referencing such Owner and the Lot to which such delinquency applies. As and when such Assessments have been paid, the Notice shall be canceled.

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 and as required by the Bylaws of the Association. All costs, charges and premiums for all insurance authorized by the Board of Directors shall be included in the Annual Assessments.

Section 7.02. Owner's Insurance. Each Owner shall insure his Dwelling, the other improvements on his Lot, and the furnishings and personal property in or on such Dwelling to the extent and in the manner provided in the Bylaws of the Association.

**ARTICLE VIII
AD VALOREM TAXES**

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

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

**ARTICLE IX
PROPERTY RIGHTS**

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

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

(b) The Association may dedicate or transfer all or any part of the Common Area to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Members. No such dedication or transfer shall be effective unless Members representing at least two-thirds (2/3rds) of the voting power of each class of Members approve or consent to such dedication, transfer, purpose and conditions and an instrument agreeing or consenting to such dedication or transfer executed by Members representing at least two-thirds (2/3rds) of the voting power of each class of Members has been filed for record. This provision shall not apply to the grant of easements or rights of way which may be done by action of the Board of Directors of the Association as provided in paragraph (g) of this Section.

(c) In accordance with the Articles and the Bylaws, the Association may borrow money to repair, maintain or improve all or any portion of the Common Area in a manner designed to promote the enjoyment and welfare of the Members. In connection with any such loan, the Association may subject all or any portion of the Common Area to the liens of deeds of trust or other security interests. The Association shall not borrow money or subject all or any portion of the Common Area to the lien of a deed of trust or other security interest unless approved by Members representing at least two-thirds (2/3rds) of the voting power of each class of Members.

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

(e) The Association may adopt reasonable rules with respect to the use of the Common

(f) The Association may grant to any governmental agency or authority or to any utility or to the Declarant or to any other persons such licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of the Property. 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.

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

(h) The Members shall have to perpetual easements over and upon any of the streets, Common Area for such portions of their Dwellings that may overhang or otherwise encroach upon any of the Common Area for (i) support, (ii) necessary repairs and maintenance, (iii) maintenance of reasonable appurtenances to the Dwellings, and (iv) reasonable ingress and egress to and from any Dwelling through and over the Common Area.

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

(j) The Declarant may dedicate or grant to any governmental authority having jurisdiction over the Property, some or all of the streets, roads, parking areas, sidewalks and/or rights-of-way as shown and designated on the Plat. If such streets, roads, parking areas and rights-of-way have not been dedicated by the Declarant, then the Association may dedicate such streets, roads, parking areas, sidewalks and rights-of-way to any governmental authority which will accept such dedication and agree to maintain or repair the streets, roads, parking areas, sidewalks and/or rights-of-way as public streets. Such dedication by the Association shall be done only upon the approval of at least two-thirds (2/3rds) of each class of Members.

(k) The Association may temporarily restrict the use, benefit and enjoyment of certain portions of the Common Area in accordance with a prior reservation scheduled by the Management Agent or the Board of Directors.

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

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

ARTICLE X
ARCHITECTURAL REVIEW COMMITTEE

Section 10.01. Establishment of Architectural Review Committee. There is hereby established an Architectural Review Committee, to be known as 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 of the Property and shall have the number of members designated by the Declarant (and Declarant may appoint itself solely as the Architectural Review Committee). Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors, and shall have the number of members designated by the Board of Directors. The Declarant may, at its sole discretion, assign to the Board of Directors the right to appoint additional members of the Architectural Review Committee. Any members so appointed by the Board of Directors shall serve at the pleasure of the Board of Directors and may or may not be Members in the Association.

Section 10.02. Vote and Actions by Architectural Review Committee. 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 hereunder. Notwithstanding any approval by the Architectural Review Committee, if during construction the Architectural Review Committee determines that any action an Owner or Builder is or would be contrary to or in violation of the rules of the Architectural Review Committee or the Review Process, the Architectural Review Committee shall have the authority to order the Owner or Builder to cease, modify or correct such action so as to comply with the rules of the Architectural Review Committee or the Review Process.

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 established by the Architectural Review Committee, and approval of the Plans by the Architectural Review Committee ("Review Process"). Any Builder, including any Owner of a Lot, who remodels or alters existing improvements on any Lot shall be required to submit to the Review Process. The Association may establish guidelines for maintenance and repairs which are subject to the Review Process because of the nature, scope or cost of such maintenance or repairs.

Section 10.04. Review Process. The Architectural Review Committee shall, from time to time, establish rules and guidelines for the Review Process. Such rules and guidelines may include, but not be limited to, requirements concerning:

(a) the number, type, style, size, location and form of buildings, drainage areas, site plans, landscape plans, setbacks, and other plans;

(b) sidewalks, driveways, parking, storage areas, utility lines, signs, topography, vegetation and tree removal, fences and mail boxes;

(c) representations with respect to compliance with laws, regulations, this Declaration, and any Supplementary Declaration;

(d) construction timetables and schedules;

(e) changes, amendments, or revisions to such information previously submitted;

(f) time periods for review by the Architectural Review Committee;

(g) procedures for approval or disapproval by the Architectural Review Committee, and any appeals or resubmissions based thereon;

(h) all other matters which are pertinent, desirable, reasonable, or necessary to the operation of the Architectural Review Committee, which are not specifically set forth herein and which are not inconsistent with this Declaration; and

(i) fees for review.

Section 10.05. Decisions and Appeal. 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. Upon written request, such Member shall be entitled to a hearing before the Board of Directors within a reasonable time not to exceed thirty (30) days.

Section 10.06. Expenses. Any person or entity submitting Plans shall be responsible for the payment of reasonable charges established by the Architectural Review Committee for 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.

Section 10.07. 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, Builder, or any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner, Builder, or other Person arising or resulting from or in any way relating to the subject matter of the Review Process, 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 or any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 10.08. Rules and Regulations. The Architectural Review Committee may publish and/or file for record such statements of policy, standards, and guidelines, and may 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, 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 of these provisions, or any other provision or requirement of this Declaration.

Section 10.09. Limitations. Construction in accordance with approved Plans shall be commenced within three (3) months after approval, whether by affirmative action or by forbearance from action, and shall be substantially completed either within nine (9) 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, approval of the Plans shall be conclusively deemed to have lapsed and compliance with these provisions shall be required again.

Section 10.10. Variances. Due to natural terrain, lot configuration, proximity to streets and adjacent structures, and other reasons, it may be inadvisable to enforce set back and square footage requirements set forth herein or in the Architectural Guidelines. Therefore, the Architectural Review Committee may approve specific variances to setbacks, square footage and other architectural guidelines to the extent such variances are not unreasonable and do not adversely affect the subdivision.

Section 10.11. Cessation and Removal. If any Owner fails to secure approval of the Architectural Review Committee for construction plans or fails to construct the Dwelling pursuant to plans approved by the Architectural Review Committee, the Architectural Review Committee and/or the Board of Directors shall have authority to cause the Owner to cease construction and/or to remove any construction not in compliance with approved plans. Any Owner who fails or refuses to comply shall be in breach of this Declaration and shall be subject to all remedies available to the Association and the Members.

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 (including, any part of any Lot) which are not improved with Dwellings, buildings or other structures, including full rights of ingress and egress, for the construction, installation, operation, use, maintenance, repair and removal of utilities and all apparatus or systems related thereto and drainage easements as shown and designated on any 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 construction, installation, operation, use, maintenance, repair and removal of such utility or drainage facility.

The Declarant shall have non-exclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Area which is not improved with buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct, repair, and remove 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 Area and Common Facilities 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 as the Declarant considers necessary to implement the provisions of this Section 11.01.

The reservations and rights in this Section 11.01 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any gradings of the soil, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility construction, installation, operation, use, maintenance, repair and removal and to maintain reasonable standards of health, safety and appearance.

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. All physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored by the party causing such damage.

Section 11.03. Maintenance and Support Easements. Where Dwellings are permitted on or near to the boundaries of a Lot, the Common Area, 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 Area, and (v) the walks and sidewalks serving such adjoining and abutting areas.

Section 11.04 Drainage Pipes. The ownership, maintenance and repair of all drainage pipes, stormwater inlets, and other appurtenant drainage facilities located on or under any Lot shall be that of the Owner of such Lot. The Declarant shall have no duty or obligation to repair or replace such facilities after such facilities are initially constructed or installed.

ARTICLE XII USE AND OTHER RESTRICTIONS AND REQUIREMENTS

Section 12.01. Use of Lots and Dwellings.

(A) Except (i) for the activities of a Builder during the construction and development of a Lot or the Common Area, (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration or pursuant to the approval of the Architectural Review Committee, (iii) as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any Dwelling or other improvements on a Lot, the Common Area, and (iv) as permitted by Section 12.10, each Lot and Dwelling shall be used only for residential purposes.

(B) 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 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 and provided that not more than twenty-five percent (25%) of the floor area of any Dwelling shall be used for conducting a home occupation in accordance with Madison County ordinances and regulations. In no event shall any Lot or Dwelling or other improvements on a Lot be used as a storage area for any building contractor, except as specifically permitted by this Declaration. No accessory building or structure on any Lot shall be used for or as a home occupation, trade or business.

Section 12.02. Plans. Complete plans for each and all Dwellings, buildings and improvements shall be submitted to and approved by the Architectural Review Committee before any such Dwelling, building or other improvement is placed or construction is commenced on any Lot within the subdivision. All construction must be completed as indicated in the Plans approved by the Architectural Review Committee.

Section 12.03. Setbacks. A Dwelling or residence constructed on a Lot shall be constructed subject to the following setback requirements:

(A) Front setbacks shall be thirty (30) feet from the front lot line

(B) Side setbacks shall be ten (10) feet from any side lot line; or twenty (20) feet from the side street lot line.

(C) Rear setbacks shall be twenty-five (25) feet from the rear lot line.

The eaves of a Dwelling located within the setback lines set forth herein may extend across said setback lines but shall not extend across any lot lines.

Section 12.04. Square Footage. Each Dwelling constructed on any Lots shall have the following square footage: Exclusive of porches and garages, the heated and/or cooled living area of each Dwelling, main house or residential structure constructed shall contain at least One Thousand Five Hundred (1,500) square feet.

Notwithstanding the foregoing, with respect to the approximately ninety-three (93) Lots that are to be designated as the "Gardens of Woodgate" as depicted on the Plat or that will be depicted on a supplemental Plat, each Dwelling constructed thereon shall have the following square footage: exclusive of porches and garages, the heated and/or cooled living area of each Dwelling, main house or residential structure constructed shall contain at least One Thousand Four Hundred Twenty (1,420) square feet.

Section 12.05. Porches. Unless waived by the Architectural Review Committee. Each Dwelling shall have a front porch which will be constructed pursuant to specifications provided by the Architectural Review Committee.

Section 12.06. Lease of Dwelling. No Lot or Dwelling may be leased to any non-owner without the prior written consent of a majority of the Board of Directors in their sole and absolute discretion. Notwithstanding the foregoing, no more than twenty-five percent (25%) of the total number of Lots or Dwellings may be leased to any non-owners, regardless of the nature of the lease, or the purpose of the lease. However, the following types of leases shall be permitted without the consent of the Board of Directors and shall not be subject to the 25% total cap on leases:

- a) "Cover leases" by residential homebuilders within the first 36 months after the issuance of certificate of occupancy for up to 36 months. By the terms hereof a "cover lease" is a lease by the homebuilder to enable them to place their newly-built houses for lease to provide "cover" for the homebuilder if the house is on the market for a greater than anticipated or expected period of time before sale.

- b) "True lease-purchases, whereby the owner is required to close on the purchase of the dwelling house within a certain set period of time, not to exceed three years after the inception of the lease-purchase agreement, and at least 5% of each lease payment is applied as a credit against the purchase price, and the lessee, in addition to lessor, is liable for compliance with the protective covenants. Lease-purchase agreements are excepted from both A. and B. above.

Prior to commencement of any lease permitted pursuant to this Section 12.06, the Owner shall provide the Association and Management Agent with copies of the lease. Any lease permitted under this Section shall require the tenant to strictly adhere to this Declaration and rules promulgated by the Association from time to time, including without limitation, all covenants, conditions, and restrictions related to the maintenance of the Dwelling, upkeep of the landscaping, appearance of the exterior of a Dwelling, parking and storage restrictions, lights and pets. Notwithstanding this Section, the Association may by a vote of the Members, adopt rules with respect to the rental of Dwellings and Lots which may prohibit rental, limit rentals to family members, or limit rentals in time or duration. The Owners of any Dwelling or Lot shall be responsible for any action or omission of a tenant and shall be liable to the Association for all Assessments, without regard to any agreement between the Owner and Tenant. Any such rules so adopted shall be prospective in nature.

Section 12.07. Exterior Appearances. No chain-link fences shall be permitted within the Property except with respect to (1) maintenance areas within the Common Area and (2) chain-link fences erected by the Declarant or the Association. No aluminum foil shall be permitted on or over windows. No projections of any type shall be placed or permitted above the roof of any improvement except chimneys or vents, or other objects approved by the Architectural Review Committee. Each Owner shall provide a screened storage area for trash or garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other similar or unsightly objects in order to conceal such objects from view from the roads and adjacent Lots and the Common Area. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Architectural Review Committee prior to construction. Trash or garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground. The exterior of any Dwelling shall be constructed of brick or siding only.

Section 12.08. Fences. All fences shall be constructed pursuant to the design and specifications established by the Architectural Review Committee. In addition, all Lots on the outer perimeter of the Property shall have and the Owner of each such Lot shall construct a buffer fence at least six feet (6') in height along such outer perimeter boundary. The buffer fences shall be constructed and maintained by the Owners of such Lots in accordance specifications provided by the Architectural Review Committee.

Section 12.09. Mailboxes. All mailboxes in the Neighborhood shall be identical. The Architectural Review Committee will provide the Owner with the information needed for Owner to purchase such mailbox and the location of the mailbox. Any mailbox which does not comply with the requirements of the Architectural Review Committee shall be removed or brought into full compliance with the approved mailbox.

Section 12.10. Driveway and Garages. Unless otherwise approved by the Architectural Review Committee, each dwelling shall be served with off-street parking in the form of a concrete driveway extending from the pavement on a public street abutting the Lot on which the dwelling is situated to a garage, which garage must be attached to the dwelling. The garage must provide space for two regular size automobiles.

Section 12.11. Signs. Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be placed, maintained or permitted on a Lot or within any windows or on the exterior of any Dwelling or other structure located on any Lot by any Person, including the Owner, without the approval of the Architectural Review Committee. The approval of any signs and posters, including name and address signs, and "for sale" signs, shall be upon such conditions the Architectural Review Committee shall determine from time to time, and approval may be arbitrarily withheld. The Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within easement areas established by this Declaration.

Section 12.12. Other Buildings and Vehicles. No playhouse, tent, trailer, barn, storage building or other similar outbuilding or structure shall be temporarily or permanently placed or maintained on any Lot or on any other area of the Property without prior approval of the Architectural Review Committee, except small boats or light residential equipment which must be screened by an approved fence and not visible from any Lot or Common Area. No mobile home shall be temporarily or permanently placed or maintained on any Lot or Common Area. Each Owner shall provide parking for at least two automobiles for each Dwelling owned or maintained by such Owner in an enclosed two (2) car attached garage. All garages must have doors. When not in use, all garage doors shall be kept closed. To the extent possible, all automobiles owned or used by Owners or occupiers of a Lot, except temporary guests and visitors, shall be parked in enclosures which screen the automobile from street view. The Board of Directors shall have authority to adopt and promulgate rules and regulations to govern or to prohibit the outside storage, maintenance, operation, or parking of vehicles described below on any Lot, within any Dwelling or other structure, or on any portion of the Common Area. Such rules and regulations shall apply to motor homes, tractors, trucks, commercial vehicles of any type, campers, motorized campers or trailers, boats or other watercraft, boat trailers, motorcycles, motorized bicycles, motorized go-carts, or any other similar or related forms of transportation vehicle or device, except pickup trucks. No Owner or other occupant of any Lot shall repair or restore any vehicle of any kind on any Lot, within any Dwelling or other structure, or on any portion of the Common Area, except (i) within enclosed garages or workshops, or (ii) for emergency repairs but only to the extent necessary to enable the movement of such vehicle to a property repair facility.

Section 12.13. Unsightly Conditions and Nuisances. Each Owner has the responsibility to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds, including but not limited to all fences and buffer screens/fences whether made of vegetation or other acceptable materials, on his Lot which may tend to decrease the beauty or aesthetic characteristics of any portion of the Property, including the Lot, and is obligated to maintain and service all grass and landscaped areas, including but not limited to all fences and buffer screens/fences whether made of vegetation or other acceptable materials, on his Lot and maintain the area of the Street and right-of-way abutting his Lot in a clean condition. Any Owner who fails to maintain his Lot shall be liable to the Association for all costs or expenses incurred in maintaining the Lot. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate or remain upon any Lot or other portion of the Property. No nuisance or odors shall be permitted to exist, operate or remain upon or arise from any Lot or any other portion of the Property which are unsanitary, unsightly, offensive or detrimental to Persons using or occupying any other portion of the Property. Nocuous or offensive activities shall not be permitted or conducted in or on any Lot or Dwelling or any portion of the Common Area. Each Owner, his family, his Invitees, and all other Persons shall refrain from any act or use of a Lot, the Dwelling or other structures on the Lot, Common Area, which might cause disorderly, unsightly or unkept conditions or which might cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which might or would result in a cancellation of any insurance for any portion of the Property or which would be in

violation of any law, governmental code or regulation, including, but not limited to firearms, archery equipment or other devices of a similar nature which may be classified as weapons. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells or other sound devices shall be located, used or placed within the Property, except security, fire, adverse weather or similar alarm devices used exclusively for such purposes. Any Owner or other Person who dumps or places, or permits his family or Invitees to dump or place, any trash or debris upon any portion of the Property shall be liable to the Association for all costs and expenses for the removal of such trash or debris incurred or paid by the Association which shall be payable immediately upon demand by or from the Association and shall be considered to be a Special Assessment against the Lot.

Section 12.14. Antennae and Satellite Dishes. No television antennae, television receiving device, radio receiver or similar device shall be attached to or installed on any Lot or any Dwelling or other structure on the Lot or any portion of the Property, unless approved by the Architectural Review Committee. Satellite dishes not exceeding twenty-four inches (24") in diameter are allowed; however, the location of such satellite dish on the Lot shall be approved by the Architectural Review Committee. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with reception of other signals within the Property. The Declarant and the Association shall have the right, but not the obligation, to install, operate, maintain and repair equipment necessary for master television antennae, cable television, mobile radio, security system or other similar systems within the Property. The Declarant or the Association may permit a private entity to provide such service for a fee.

Section 12.15. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither the lighting fixtures nor any other illumination devices, including Christmas ornaments, located anywhere on the Dwelling or other structure or grounds of any Lot shall be located, directed or of such intensity so as to adversely affect the nighttime environment of any adjoining Lot or any portion of the Common Area.

Section 12.16. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot or any portion of the Common Area, except dogs, cats, birds or other household pets for non-commercial purposes and which are kept in Dwellings or fenced yards and are not a source of annoyance or a nuisance to the Property or any Member. No kennels are permitted and no more than two (2) dogs or cats are allowed per residence. Any structure used to house such pets is subject to prior approval of the Architectural Review Committee. The Board of Directors shall have the right, but not the obligation, to prohibit or bar certain dogs or breeds of dogs or other household pets from any Lot or Dwelling or other structure on the Lot or any portion of the Property. Pets shall be attended at all times and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon the Common Area unless accompanied by an adult individual and either carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets from time to time as considered necessary or appropriate, including more restrictive "leash" regulations. The Owner of any pet shall be responsible for cleaning up after such pet.

Section 12.17. Sales and Construction Activities. The Declarant is expressly permitted and authorized to construct and maintain such facilities and to conduct such activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of Lots and/or Dwellings or the development of Lots, Dwellings and other improvements, the Common Area, 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 Builder shall be

subject to the Declarant's approval. The right to maintain such facilities and conduct such activities specifically includes the right to use Dwellings as model residences, as offices for the sale of Lots and/or Dwellings, and for related activities. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery, machines and vehicles.

Section 12.18. 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 12.19. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, including perform obligations or duties imposed on any Owner under this Declaration, then entering any Lot or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

Section 12.20. Replatting and Changes to Lot Lines. The Declarant expressly reserves the right to replat any Lot or Lots owned by the Declarant and to take such other action as may be reasonably appropriate, convenient or necessary to make such replatted Lot or Lots suitable for use as a building site for a Dwelling, including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of such replatted Lots. The boundary lines of any Lot not owned by the Declarant may be changed only with the written consent of the Board of Directors or the Declarant if the Declarant owns any Lots subject to the Declaration. An appropriate instrument shall be filed of record in the Land Records of the Madison County, Mississippi, to reflect any action set forth in the Section.

Section 12.21. Combination of Contiguous Lots. The provisions of this Section shall not prohibit an Owner of two or more contiguous Lots from combining such Lots into one larger Lot or prohibit the Owner of three or more contiguous Lots from combining such Lots into fewer Lots, provided that unless approved in writing by the Board of Directors or by the Declarant, each of the resulting Lots are larger and contain a minimum Lot frontage equal to or greater than the original frontage on the Lot having the least frontage before such Lots were combined. Thereafter, only the exterior boundary lines of the resulting larger Lot or Lots shall be considered in the interpretation of this Declaration. An appropriate instrument shall be filed of record in the Land Records of the Madison County, Mississippi, to reflect any action set forth in the Section.

Section 12.22. Certain Construction Rights. The Declarant expressly reserves the right, but the Declarant shall not be obligated, to build bridges or walkways across any natural or manmade water area in, on, abutting or contiguous to the Property.

Section 12.23. Easement Interference. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the Installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction or flow of surface water runoff in any drainage easement, swale or channel.

Section 12.24. Water Wells and Septic Tanks. No water wells or septic tanks shall be permitted on any Lot and no Plans shall be approved by the Architectural Review Committee unless such Plans provide that the Lot will be served by the water and sewer system serving the Property. This restriction shall not prevent the Declarant from developing a community water and sewer system to serve the Property or

other real property developments in proximity of the Property or dedicating such part of the Property to a governmental authority or company for the purpose of developing a water and sewer system to serve the Property.

Section 12.25. 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, as provided by the Bylaws.

Section 12.26. Vacant Lot Maintenance. Each Owner shall be responsible for the property seeding, fertilization, watering, mowing, and maintenance of any Lot which is vacant or undeveloped. If fill is placed on the Lot and the construction of the improvements is not promptly commenced and completed, the Owner will be required to maintain such Lot. Any Owner who fails to maintain his Lot shall be liable to the Association for all costs or expenses incurred in maintaining the Lot.

Section 12.27. Private Streets. At any time prior to dedication to a governmental entity, the Declarant may, but is not obligated to, declare the Streets in any Neighborhood to be Private Streets by filing a Supplementary Declaration to that effect. In such event, the Declarant shall convey to the Association within a reasonable time thereafter all right, title and interest in and to such Private Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Private Streets. The Private Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in the City of Ridgeland, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Private Streets. After completion of construction on a substantial number of the Dwellings in the particular Neighborhood or on a particular Private Street, the Declarant shall cause the construction of such Private Street to be completed by overlaying the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association. Those residents on any Private Street or in any Neighborhood in which the Streets are designated as Private Streets shall be responsible for the repair and maintenance of such Private Streets, and gates thereon if installed pursuant to Section 12.22, and shall be subject to Assessments for such repair and maintenance. At any time 75% of the Members of any Neighborhood with Private Streets elect in writing, the Association shall dedicate the Private Streets in such Neighborhood to a governmental entity.

Section 12.28. Trees. No tree within ten (10) feet of any lot line on the perimeter of the Property which is greater than six (6) inches in diameter at ground level shall be cut without the consent of the Architectural Review Committee, unless such tree is in eminent danger of falling.

Section 12.29. Commencement of Construction. The Owner of each Lot shall begin construction of a Dwelling on such Lot within eighteen months of the date of the Deed conveying title from the Declarant to the first Owner unless the Declarant or the Architectural Review Committee grants an extension of time to begin such construction.

Section 12.30. Drainage. It shall be the responsibility of the Owner of each Lot to assure that the construction of a Dwelling on such Lot does not materially change or alter the drainage of stormwater on or across any Lot and to prevent any unusual or abnormal drainage or runoff of stormwater from such Lot onto any other Lot, any street, or any other part of the Property. The Declarant shall have no obligation or responsibility for any drainage or runoff of stormwater.

Section 12.31. Construction Cleanup. Prior to pouring the slab or constructing the foundation on any Lot, the Owner shall cause to be placed on such Lot a dumpster or other trash receptacle. All construction debris and other trash shall regularly be placed in such receptacle. No trash, debris or scrap materials shall be burned on any Lot.

ARTICLE XIII ENFORCEMENT OF DECLARATION

Section 13.01. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner, Member or other Person, each of the other Owners, each Member, 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, 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 Owner of the Lot where such structure or improvement is located or which otherwise causes such violation, if the violation is not corrected by such Owner within 30 days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 6.03. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

Section 13.02. Enforcement. This Declaration and any Supplement thereto 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 provisions 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 under this Declaration or otherwise specified in this Declaration, including Section 6.03, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each Owner by acceptance of a deed or other conveyance document to a Lot, waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

ARTICLE XIV GENERAL PROVISIONS

Section 14.01. 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 Lot subject to this Declaration, and each one's respective legal representatives, heirs, devisees, successors

and assigns, until December 31, 2042. After such date, this Declaration shall be automatically extended for the successive periods of ten (10) years unless at least one year prior to the effective date of such abolishment or termination, a Supplement signed by a majority of the Owners has been properly filed for record to abolish, amend, or terminate all or a substantial portion of this Declaration.

Section 14.02. Amendments. Subject to any specific limitation or restrictions set forth herein, this Declaration or any Supplementary Declaration hereto may be amended or supplemented as follows:

(a) At any time, there is a Class B Member, by an instrument executed by the Declarant and filed for record in Madison County, Mississippi.

(b) At any time there is not a Class B Member, by an instrument executed by the Owners of more than fifty percent (50%) (or such higher percentage if required hereunder) of the Lots subject to or affected by the Amendment or Supplementary Declaration.

Section 14.03. Interpretation. The provisions of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 14.04. 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 14.05. 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 14.06. 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 mail, 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 such notice is mailed.

Section 14.07. 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. The designation of a successor or assignee as Declarant shall be made by a written instrument filed of record in the Land Records of Madison County, Mississippi. Such transfer may be made as to part or all of the Property.

Section 14.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed or other conveyance document purporting to the effect such transfer shall contain a provision incorporating the provisions of this Declaration by reference. However, failure to include such provision shall not cause the Lot not to be subject to this Declaration.

Section 14.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area or Common Facilities by any public agency or authority or by any utility, or shall be interpreted as imposing upon any public agency or authority or any utility any responsibility or liability for the maintenance and operation of any portion of the Common Area or Common Facilities.

Section 14.10. Notice to First Mortgage Holders. The Association shall notify the holder of the First Mortgage on any Lot for which any Assessment shall be and remain delinquent for at least 60 days. The

Association shall 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 default 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 or priority of any First Mortgage on any Lot, and the protection provided in this Declaration to the holder of any First Mortgage shall not be altered, modified or diminished by reason of such failure. Any such failure shall not affect the validity of the lien of any Assessment or affect any of the priorities for liens as specified in Article VI.

No suit or other proceeding may be brought to foreclose the lien for an Assessment except after 10 days written notice to the holder of the First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding. Any holder of a First Mortgage on any Lot may pay any taxes, rents, utility charges, Assessments or other charges levied against the Lot or Common Area or Common Facilities which are in default and which may or have become a charge or lien against any Lot or the Common Area or Common Facilities, and may pay any overdue premiums on any hazard or liability insurance policy, of any policy, relating to any Lot or the Common Area or Common Facilities. Any holder of a First Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Owner of the Lot or the Association as the case may be; however, the Association shall not be liable for any amount advanced on behalf of any party other than itself.

Section 14.11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and the singular shall include the plural.

Section 14.12. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

Section 14.13. Governing Law. The operation of the Association and the enforcement of these covenants shall be governed by and construed in accordance with the laws of the State of Mississippi.

ARTICLE XV DECLARANT'S RIGHTS AND RESERVATIONS

Section 15.01 . Declarant's Rights and Reservations. No provision in the Articles, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of Declarant to (i) subdivide or resubdivide any portions of the Property, (ii) complete or alter improvements or refurbishments to and on the Common Area or any portion of the Property owned by Declarant, or (iii) alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the Lots by sale or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions and Restrictions for Woodgate as of _____, 2023.

DECLARANT

**Woodgate Developers, LLC,
a Mississippi limited liability company**

By: MS Developers, LLC,
a Mississippi limited liability company
Its: Manager

By: _____
Nicholas Gullette, Member

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____ 2023, within my jurisdiction, the within named Nicholas Gullette who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public
Printed Name: _____

My commission expires: _____

(Affix official seal, if applicable)

[Signature page to Declaration of Covenants of Woodgate]

EXHIBIT A
PROPERTY

[ATTACHED]



P. O. Box 107
Canton, MS 39046

Phone: (601) 856-5969
Fax: (601) 856-8936

May 8, 2023

RE: Properties on South Side of Yandell Road
Section 30, T8N R3E
Madison County, Mississippi

To Whom it May Concern:

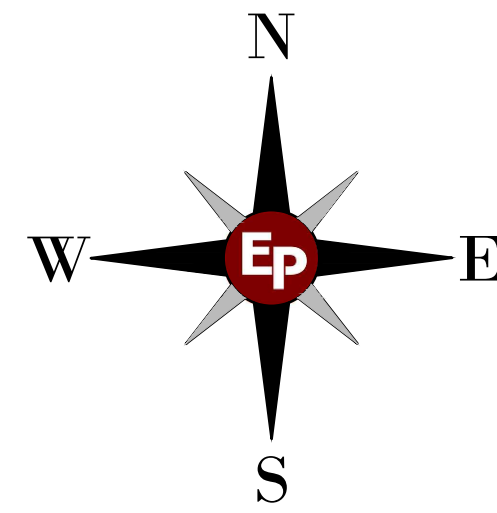
Please be advised that all properties located in Section 30, Township 8 North, Range 3 East, do lie within Bear Creek Water Association's water and sewer certificated area. The association will provide those properties with such services in accordance with its standard water and sewer extension policies and procedures. This includes those properties on the south side of Yandell Road proposed to be developed as Woodgate Subdivision.

Please contact me if you need any additional information.

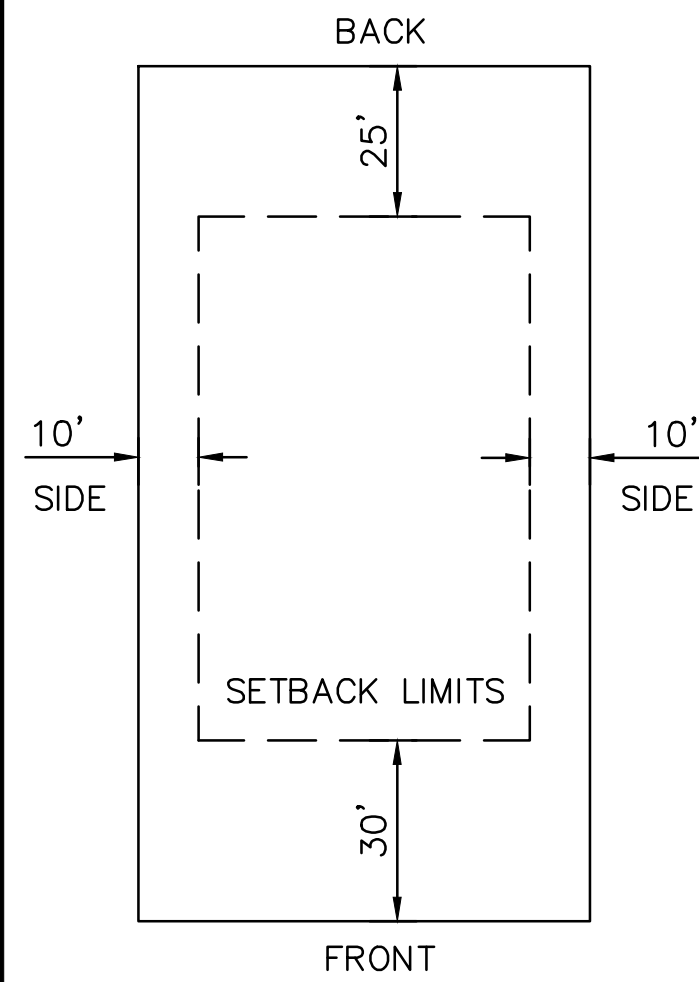
Sincerely,

A handwritten signature in black ink, appearing to read 'Nolan P. Williamson'.

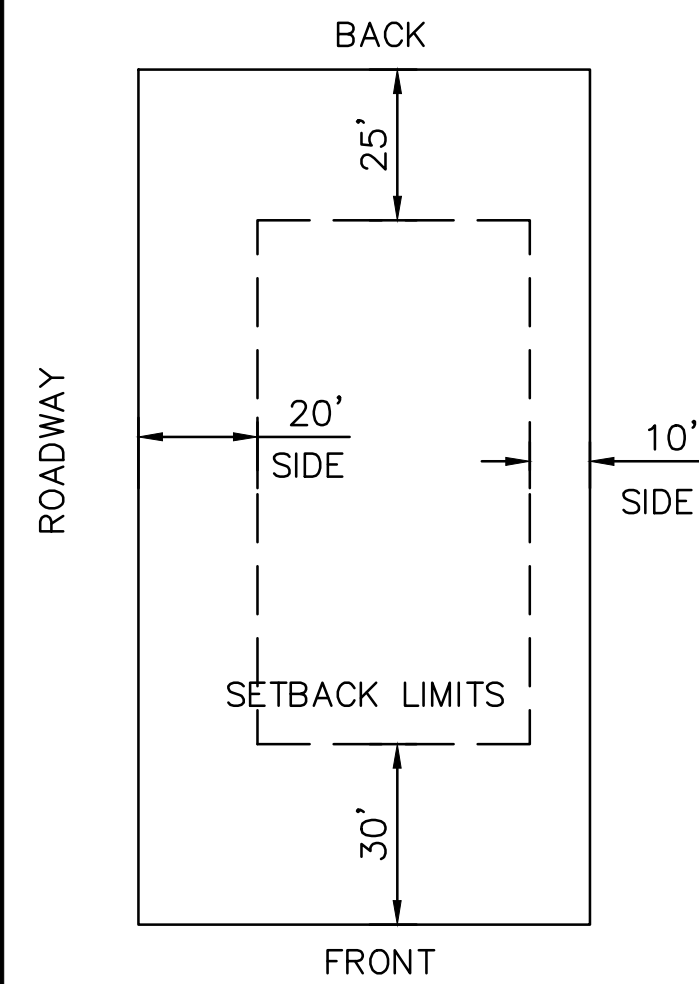
Nolan P. Williamson, P.E.
General Manager



GRAPHIC SCALE IN FEET
1000 0 1000



TYPICAL LOT DETAIL
NOT TO SCALE



TYPICAL CORNER LOT DETAIL
NOT TO SCALE

PROPERTY SURVEY DATE: 12/21/22

PROPOSED WOODGATE SUBDIVISION
DEVELOPMENT SUMMARY

SUPERVISOR DISTRICT: DISTRICT 5

CURRENT ZONING: R-2

PROPOSED ZONING: R-2

PROPERTY FLOOD ZONE: ZONE X

TOTAL ACREAGE: ±255 AC

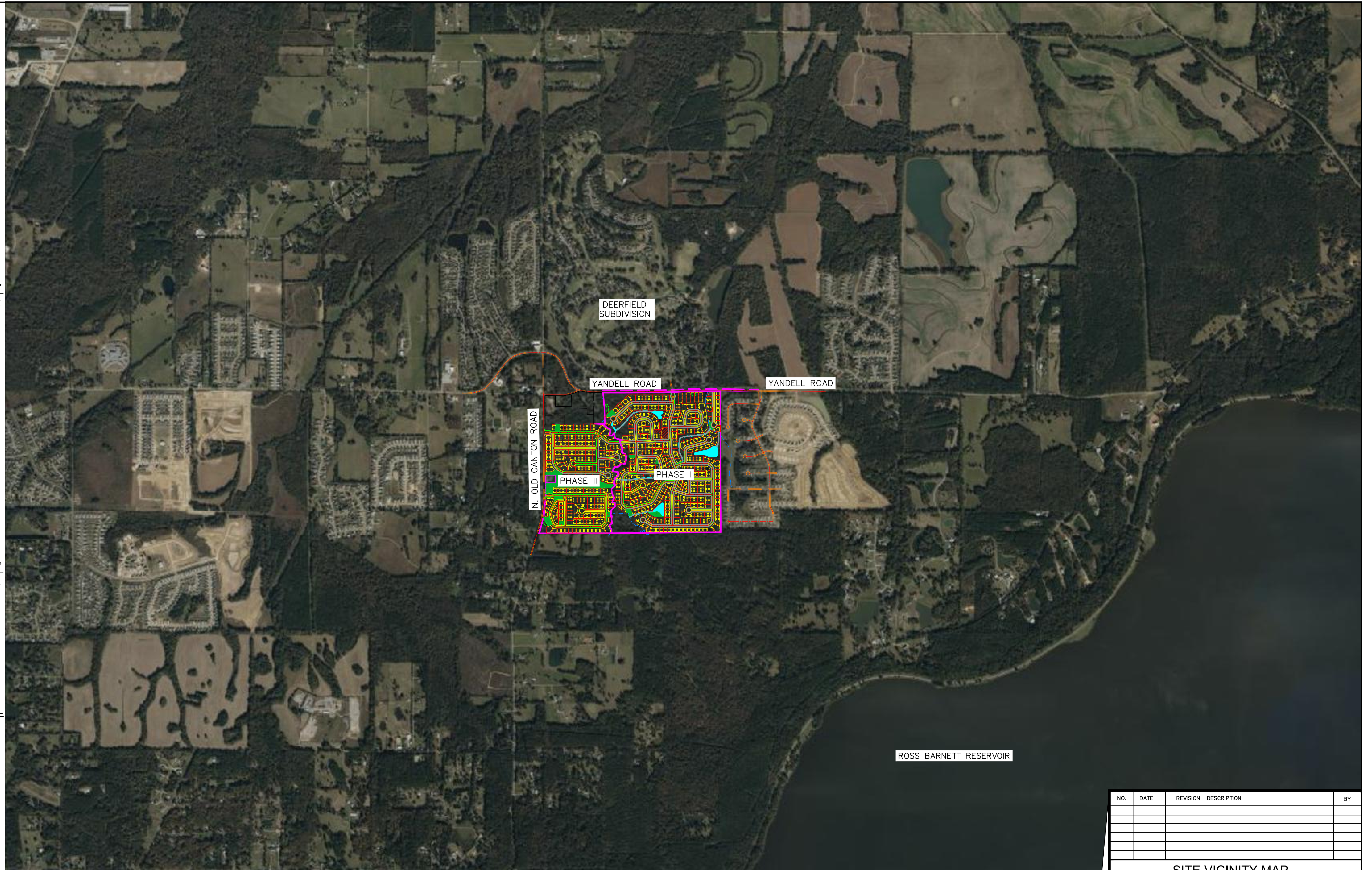
PHASE I ACREAGE: ± 170 AC

PHASE II ACREAGE: ± 85 AC

TOTAL LOTS: 594

PHASE I LOTS: 387

PHASE II LOTS: 207



PRELIMINARY SITE PLAN

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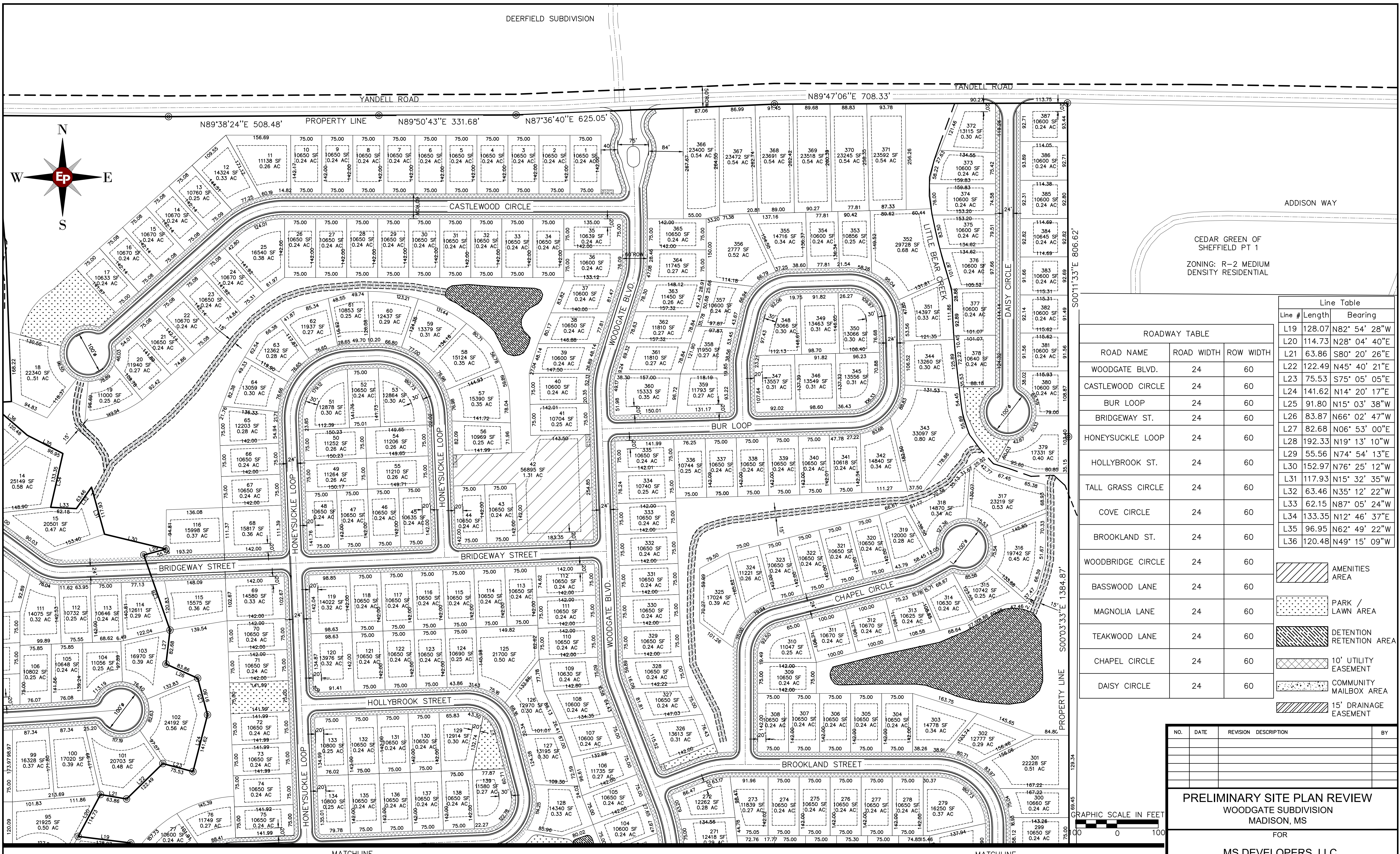
NO.	DATE	REVISION DESCRIPTION	BY

SITE VICINITY MAP
WOODGATE SUBDIVISION
MADISON, MS

FOR

MS DEVELOPERS, LLC
BRANDON, MS

DWG FILE: N:\Civil 3D Projects\Private Projects\2021\21-439 MADISON CO SUBDIVISION	DATE: 12-1-22 DRAWN BY: BB CHECKED BY:	SHEET 1 OF 5
JOB NO. 21-439 DRAWING NO.	SCALE: 1" = 1000'	



CEDAR GREEN OF SHEFFIELD PT 1
ZONING: R-2 MEDIUM DENSITY RESIDENTIAL

ROADWAY TABLE		
ROAD NAME	ROAD WIDTH	ROW WIDTH
WOODGATE BLVD.	24	60
CASTLEWOOD CIRCLE	24	60
BUR LOOP	24	60
BRIDGEWAY ST.	24	60
HONEYSUCKLE LOOP	24	60
HOLLYBROOK ST.	24	60
TALL GRASS CIRCLE	24	60
COVE CIRCLE	24	60
BROOKLAND ST.	24	60
WOODBRIDGE CIRCLE	24	60
BASSWOOD LANE	24	60
MAGNOLIA LANE	24	60
TEAKWOOD LANE	24	60
CHAPEL CIRCLE	24	60
DAISY CIRCLE	24	60

Line Table		
Line #	Length	Bearing
L19	128.07	N82° 54' 28"W
L20	114.73	N28° 04' 40"E
L21	63.86	S80° 20' 26"E
L22	122.49	N45° 40' 21"E
L23	75.53	S75° 05' 05"E
L24	141.62	N14° 20' 17"E
L25	91.80	N15° 03' 38"W
L26	83.87	N66° 02' 47"W
L27	82.68	N06° 53' 00"E
L28	192.33	N19° 13' 10"W
L29	55.56	N74° 54' 13"E
L30	152.97	N76° 25' 12"W
L31	117.93	N15° 32' 35"W
L32	63.46	N35° 12' 22"W
L33	62.15	N87° 05' 24"W
L34	133.35	N12° 46' 37"E
L35	96.95	N62° 49' 22"W
L36	120.48	N49° 15' 09"W

	AMENITIES AREA
	PARK / LAWN AREA
	DETENTION RETENTION AREA
	10' UTILITY EASEMENT
	COMMUNITY MAILBOX AREA
	15' DRAINAGE EASEMENT



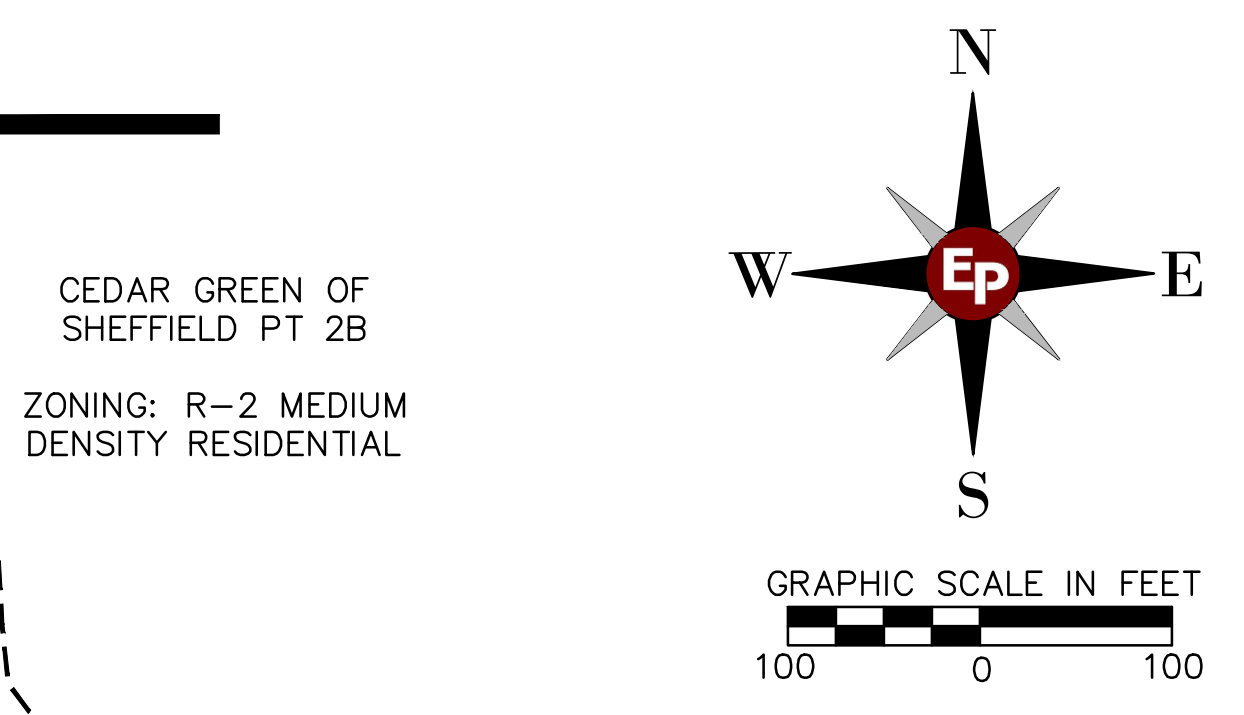
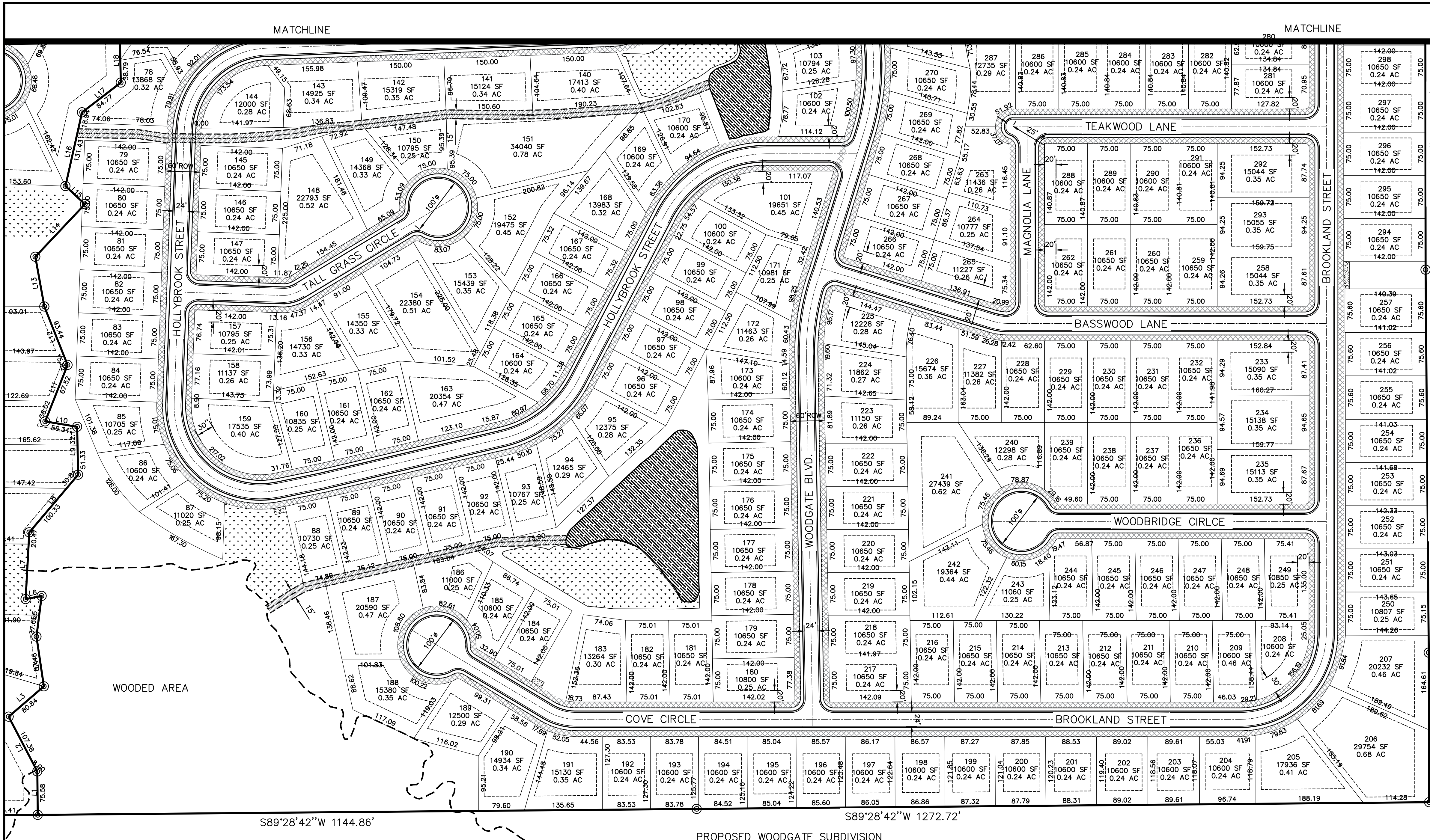
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PRELIMINARY SITE PLAN REVIEW
WOODGATE SUBDIVISION
MADISON, MS
FOR
MS DEVELOPERS, LLC
BRANDON, MS

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JOB NO. 21-439 DRAWING NO.	SCALE: 1" = 100'	



Line Table

Line#	Length	Bearing
L1	75.58	N00° 31' 18"W
L2	107.38	N27° 40' 24"W
L3	80.84	N49° 17' 16"E
L4	87.46	N08° 28' 02"W
L5	71.26	N07° 13' 52"E
L6	28.43	S78° 40' 17"W
L7	116.25	N03° 11' 08"E
L8	131.14	N40° 14' 01"E
L9	83.44	N01° 05' 46"W
L10	56.34	N80° 33' 59"W
L11	105.54	N21° 39' 46"W
L12	109.26	N21° 39' 46"W
L13	87.95	N10° 14' 39"W
L14	125.51	N43° 21' 34"E
L15	46.24	N46° 57' 53"W
L16	131.43	N12° 42' 14"E
L17	84.77	N52° 29' 27"E
L18	77.57	N01° 12' 49"W

- AMENITIES AREA
- PARK / LAWN AREA
- DETENTION/RETENTION AREA
- 10' UTILITY EASEMENT
- COMMUNITY MAILBOX AREA
- 15' DRAINAGE EASEMENT

**PROPOSED WOODGATE SUBDIVISION
PHASE I DEVELOPMENT SUMMARY**

PROPERTY SURVEY DATE: 12/21/22

SUPERVISOR DISTRICT: DISTRICT 5

CURRENT ZONING: R-2

PROPOSED ZONING: R-2

PROPERTY FLOOD ZONE: ZONE X

HOMES: 1,500 S.F. MIN.

STREETS: 18,870 L.F.

ROADWAY WIDTH: 24 FEET

RIGHT-OF-WAY: 60 FEET

AMENITIES AREA: 1.31 AC

PARK / GREENSPACE AREA: 2.32 AC

DETENTION/RETENTION: 3.08 AC

TOTAL ACREAGE: 170.46 AC

BUILDING SETBACKS LINES:
FRONT: 30 FEET
REAR: 25 FEET
SIDE: 10 FEET
CORNER: 3 X 30 = 20 FEET

TUBB JOE P SR. REV
LIVING TRUST

ROADWAY TABLE		
ROAD NAME	ROAD WIDTH	ROW WIDTH
WOODGATE BLVD.	24	60
CASTLEWOOD CIRCLE	24	60
BUR LOOP	24	60
BRIDGEWAY ST.	24	60
HONEYSUCKLE LOOP	24	60
HOLLYBROOK ST.	24	60
TALL GRASS CIRCLE	24	60
COVE CIRCLE	24	60
BROOKLAND ST.	24	60
WOODBRIDGE CIRCLE	24	60

ROADWAY TABLE (CONT'D)		
ROAD NAME	ROAD WIDTH	ROW WIDTH
BASSWOOD LANE	24	60
MAGNOLIA LANE	24	60
TEAKWOOD LANE	24	60
CHAPEL CIRCLE	24	60
DAISY CIRCLE	24	60

ALLOY
PROPERTIES LP

NO.	DATE	REVISION DESCRIPTION	BY

PRELIMINARY SITE PLAN REVIEW
WOODGATE SUBDIVISION
MADISON, MS

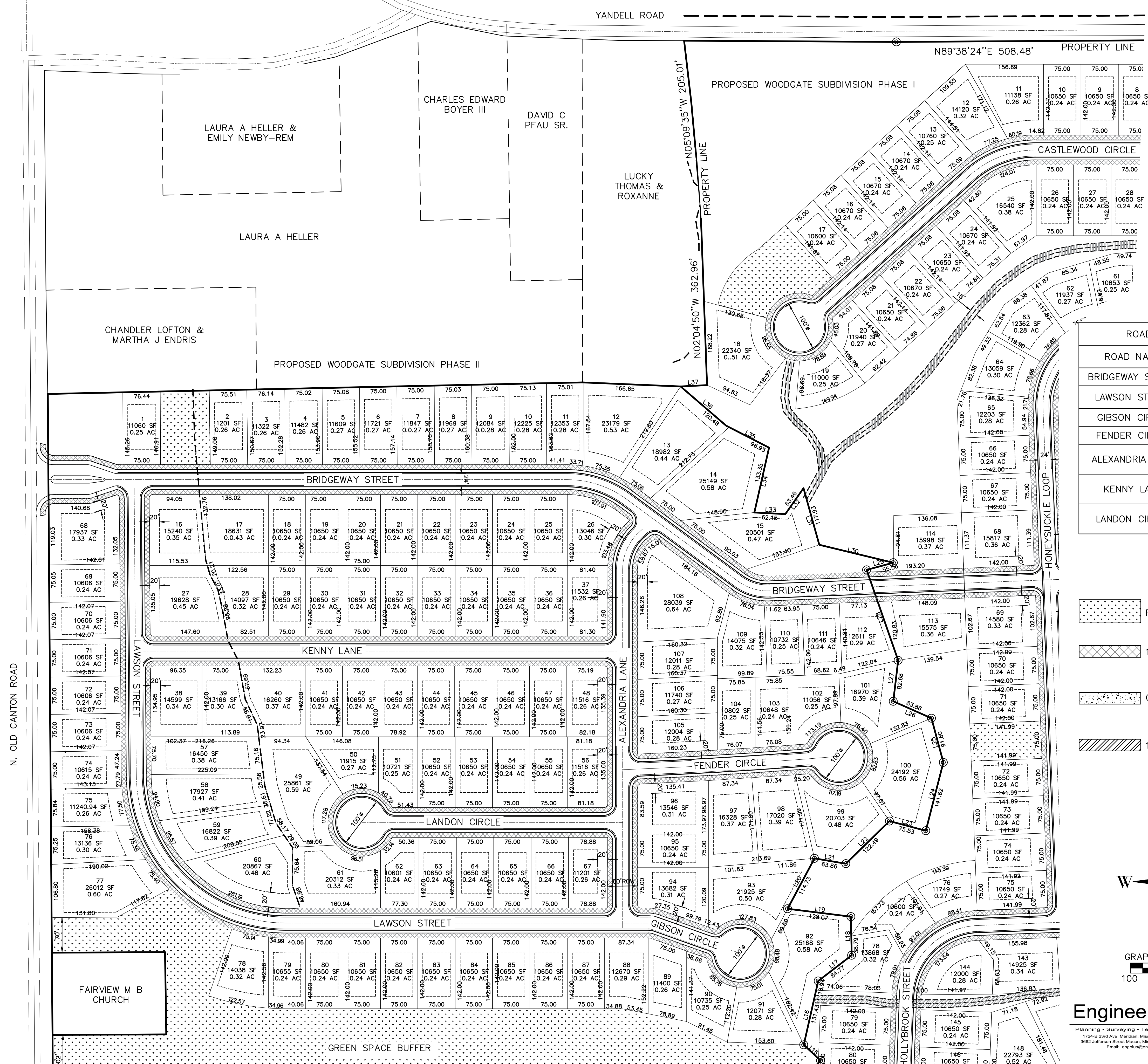
FOR

MS DEVELOPERS, LLC
BRANDON, MS

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CONCEPTUAL PLAN FOR PLANNING PURPOSES



Line #	Length	Bearing
L15	46.24	N46° 57' 53"W
L16	131.43	N12° 42' 14"E
L17	84.77	N52° 29' 27"E
L18	77.57	N01° 12' 49"W
L19	128.07	N82° 54' 28"W
L20	114.73	N28° 04' 40"E
L21	63.86	S80° 20' 26"E
L22	122.49	N45° 40' 21"E
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L32	63.46	N35° 12' 22"W
L33	62.15	N87° 05' 24"W
L34	133.35	N12° 46' 37"E
L35	96.95	N62° 49' 22"W
L36	120.48	N49° 15' 09"W
L37	53.08	N87° 05' 29"E

ROADWAY TABLE - PHASE II		
ROAD NAME	ROAD WIDTH	ROW WIDTH
BRIDGEWAY STREET	24	60
LAWSON STREET	24	60
GIBSON CIRCLE	24	60
FENDER CIRCLE	24	60
ALEXANDRIA LANE	24	60
KENNY LANE	24	60
LANDON CIRCLE	24	60

PROPOSED WOODGATE SUBDIVISION
PHASE II DEVELOPMENT SUMMARY

PROPERTY SURVEY DATE: 12/21/22

SUPERVISOR DISTRICT: DISTRICT 5

CURRENT ZONING: R-2

PROPOSED ZONING: R-2

PROPERTY FLOOD ZONE: ZONE X

HOMES: 1,500 S.F. MIN.

STREETS: 6,370 L.F.

ROADWAY WIDTH: 24 FEET

RIGHT-OF-WAY: 60 FEET

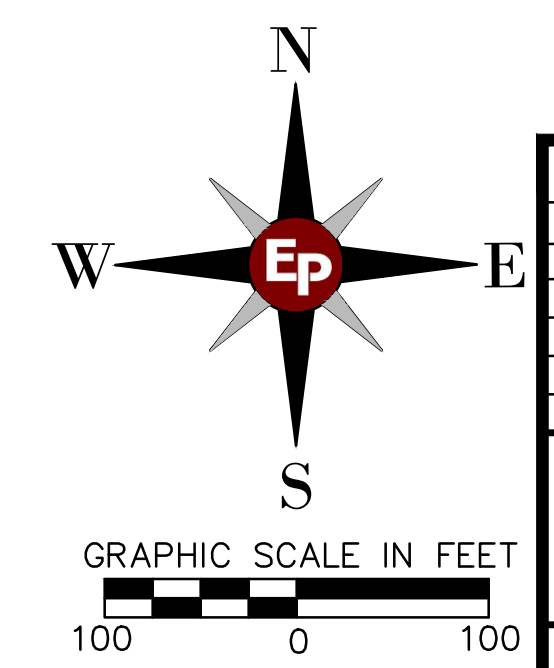
PARK / GREENSPACE AREA: 0.33 AC

BUFFER ZONE: 5.70 AC

TOTAL ACREAGE: 85 AC

BUILDING SETBACKS LINES:
FRONT: 30 FEET
REAR: 25 FEET
SIDE: 10 FEET
CORNER: 3/4 x 30 = 20 FEET

- PARK / LAWN AREA
- 10' UTILITY EASEMENT
- COMMUNITY MAILBOX AREA
- 15' DRAINAGE EASEMENT

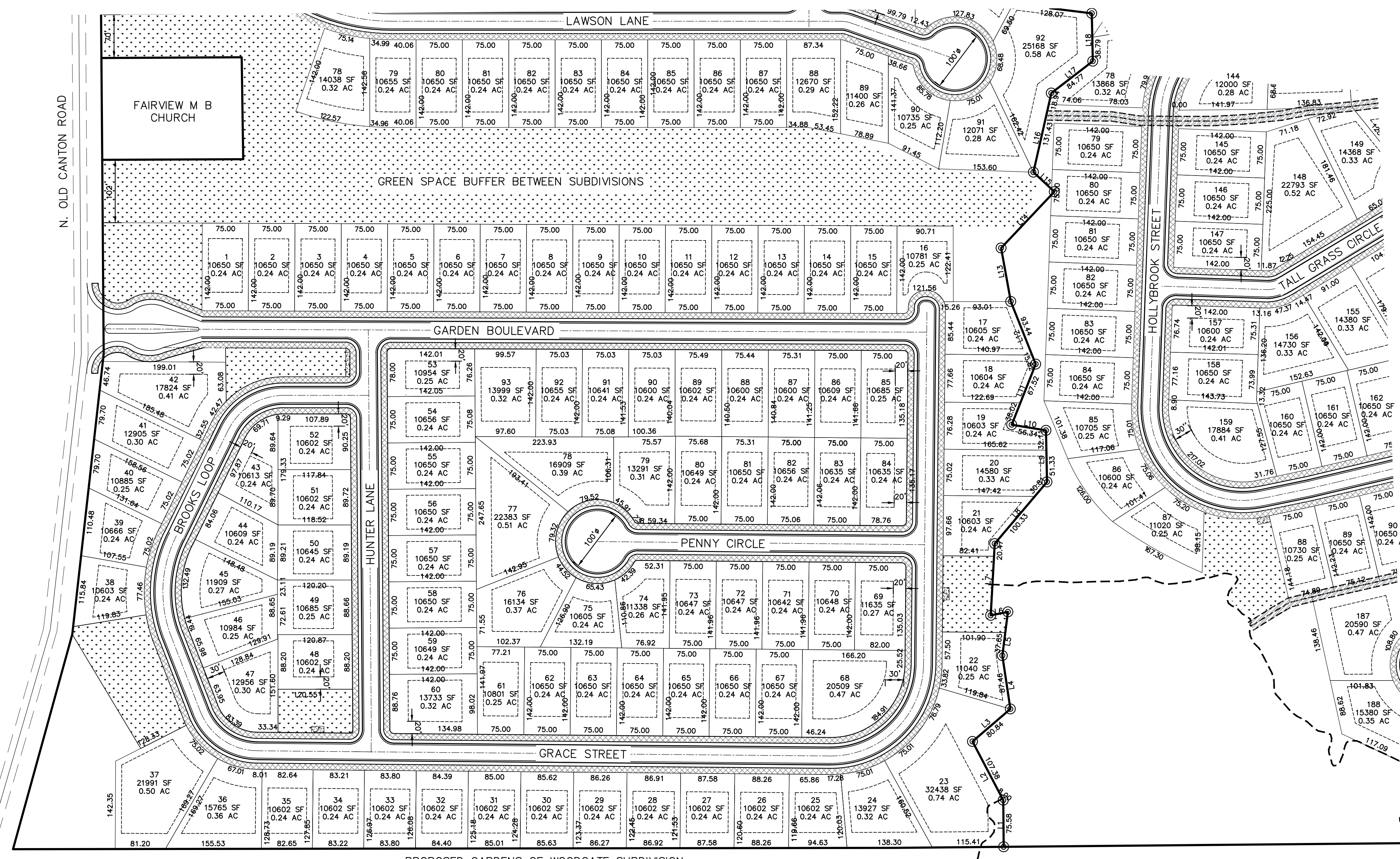


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PRELIMINARY SITE PLAN REVIEW
 WOODGATE SUBDIVISION - PHASE II
 MADISON, MS
 FOR
MS DEVELOPERS, LLC
BRANDON, MS

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N. OLD CANTON ROAD

FAIRVIEW M B CHURCH

GREEN SPACE BUFFER BETWEEN SUBDIVISIONS

GARDEN BOULEVARD

PENNY CIRCLE

GRACE STREET

PROPOSED GARDENS OF WOODGATE SUBDIVISION

GENE H WILEY & ROSE

TUBB TONI H. REV TRUST

**CONCEPTUAL PLAN
FOR PLANNING PURPOSES**

- PARK / LAWN AREA
- 10' UTILITY EASEMENT
- COMMUNITY MAILBOX AREA
- 15' DRAINAGE EASEMENT

Line Table		
Line#	Length	Bearing
L1	75.58	N00° 31' 18"W
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L16	131.43	N12° 42' 14"E
L17	84.77	N52° 29' 27"E
L18	77.57	N01° 12' 49"W

ROADWAY TABLE		
ROAD NAME	ROAD WIDTH	ROW WIDTH
BROOKS LOOP	24	60
GRACE STREET	24	60
PENNY CIRCLE	24	60
GARDEN BOULEVARD	24	60

PROPOSED GARDENS OF WOODGATE SUBDIVISION
PHASE II DEVELOPMENT SUMMARY

PROPERTY SURVEY DATE: 12/21/22

SUPERVISOR DISTRICT: DISTRICT 5

CURRENT ZONING: R-2

PROPOSED ZONING: R-2

PROPERTY FLOOD ZONE: ZONE X

HOMES: 1,420 S.F. MIN

STREETS: 5,170 L.F.

ROADWAY WIDTH: 24 FEET

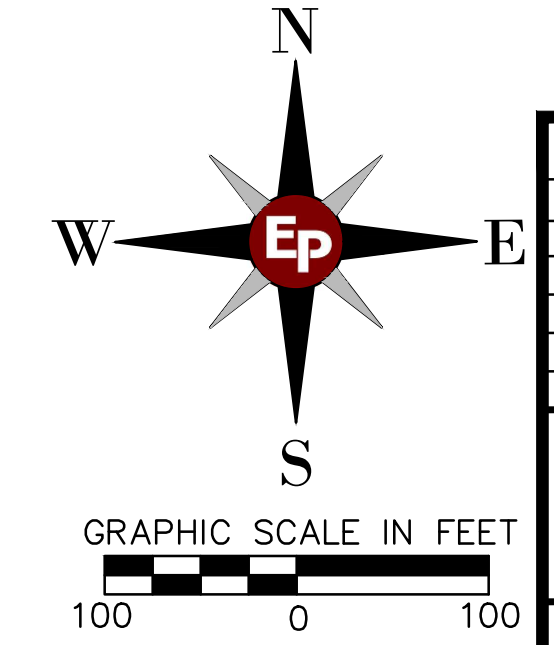
RIGHT-OF-WAY: 60 FEET

PARK AREA: 1.62 AC

BUFFER ZONE: 5.7 AC.

TOTAL ACREAGE: 85 AC

BUILDING SETBACKS LINES:
FRONT: 30 FEET
REAR: 25 FEET
SIDE: 10 FEET
CORNER: 3/4 X 30 = 20 FEET



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PRELIMINARY SITE PLAN REVIEW
GARDENS OF WOODGATE SUBDIVISION - PHASE II
MADISON, MS

FOR

MS DEVELOPERS, LLC
BRANDON, MS

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