

**PROTECTIVE COVENANTS
OF
SPRING LAKE,
a Development of Springlake Ranch**

Phase 1 and Phase 2

WHEREAS, the undersigned, Springlake Ranch, a Mississippi Partnership hereinafter referred to as "Developer" is the owner of certain land described herein, said subdivision currently being developed as residential development known as "Spring Lake" and,

WHEREAS, the said subdivision has been designated as "Spring Lake" and a plat of the land so subdivided has been recorded in the records of Maps and Plats on file in the office of the Chancery Clerk of Lee County, Mississippi, in Plat Cabinet ____, Slide ____, reference to which is hereby made, and said plat gives and reflects an accurate description of said property comprising said subdivision, and

WHEREAS, it is the desire and purpose of the aforesaid Developer to develop the said property in various phases, said phases to include residential property development of various types and values which will be designated by specific group designation, and to place all of the property comprising the entire development, as designated on the plat and by attached Exhibit "_____" under certain restrictions together with mutual and beneficial protective covenants,

conditions, agreements, restrictions, reservations, easements and limitations, hereinafter sometimes collectively referred to as "restrictions and protective covenants" which shall run with the land and for the benefit and protection of the future landowners of said subdivision, and for the benefit of the present owner and developer thereof; and whereas, these phases of development and the group designation of ownership interests therein will activate upon the filing of Addendum to Protective Covenants by the Developer, hereunder and shall operate in conjunction with and in accordance with these terms and provisions herein, and

NOW, THEREFORE, the undersigned Springlake Ranch, does hereby establish and set forth the following restrictions and protective covenants upon the use of the entire development so designated as "Spring Lake" and which covers and is applicable in all respects to the following described real property:

See attached Exhibit "A" for real property description.

ARTICLE I

DEFINITIONS

1. Purpose. The restrictions set forth herein are made for the mutual and reciprocal benefit of each and every lot in the subdivision development and are intended to create mutual, equitable restrictions and obligations upon each of the properties located in the entire subdivision and development in favor of each and all of the other properties therein and the owners thereof, to create reciprocal rights between the respective owners of such lots, to create a privity of

contract and estate by and between the grantees of such lots, and their respective heirs, successors and assigns.

2. Spring Lake Homeowner's Association (SLHA). The Spring Lake Homeowner's Association being referred to herein is the association of all homeowners in all phases of Spring Lake and shall be governed and directed by an elected executive committee to include a representative of the developer and three owners to be selected annually in compliance with the provisions of these covenants.

3. Developer. Developer shall mean Springlake Ranch, the party executing and recording these covenants or any successor in title or assignee of said developer to all or any portion of the development. The Developer's rights as established in these restrictions and covenants shall inure to the benefit of any successor or assigns in interest.

4. Spring Lake Architectural Board (SLAB). The Spring Lake Architectural Board (SLAB) being referred to herein shall be the Board responsible for the architectural control of the subdivision development in each of the phases of construction and thereafter, and said Board is responsible for the architectural control and development uniformity throughout the entire subdivision development. SLAB shall consist of five (5) representatives whose membership shall be made up as follows: Initially, the Developer will appoint said representatives. At such time as real property is sold and ownership interests develop, the five (5) representatives shall be selected as follows: Two

(2) representatives selected by the landowners in the subdivision, Two (2) representatives from the Partners of Springlake Ranch and One (1) representative with professional construction and/or architectural experience to be selected by the Developer.

ARTICLE II

Spring Lake Homeowner's Association

1. **Creation.** The Developer has or will initially organize a Spring Lake Homeowner's Association (SLHA), an organization formed for the purposes of providing certain representation and review of the development process and continued maintenance of the common areas of the subdivision.

2. **Definitions.** For the purposes of this Article, the following are defined terms, to wit:

(a) "Association" shall mean and refer to Spring Lake Homeowner's Association (SLHA), its successors and assigns.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be

brought within the jurisdiction of the Association through the phases of construction as implemented by the Developer.

(d) "Common Area" shall mean and refer to all real property and the facilities located thereon owned by the Association for the common use and enjoyment of the owners. Said common area shall include an initial clubhouse, entrance ways, roadways and pathways as developed by Developer and conveyed to the Association together with the potential development of a second clubhouse facility (as determined by SLHA).

(e) "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

(f) "Developer" shall mean and refer to Springlake Ranch, its successors and assigns.

3. Purpose. The SLHA is (or will be) formed for the creation, operation, management and maintenance of all of the committees, services or facilities herein set forth; the enforcement of all covenants contained herein; the assessment, collection, and application of all charges imposed hereunder or liens created hereby; and such other purposes as or will be set forth in the Charter and By-Laws of the Association.

4. Owners Easements of Enjoyment. Every owner 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 provision:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility or clubhouse facility situated on the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of Common Areas by any owner for any period during which any assessment against his property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the association to dedicate or transfer any and all part of the Common Area to a public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

5. Delegation of Use. Any Owner may delegate his right of enjoyment to the common area and facilities to members of his immediate family residing on the property, his tenants or contract purchasers who reside on the property.

6. Donation of Common Areas and Responsibility of Association.

The Developer shall deliver certain common areas to the ownership of the Association for the common use and enjoyment of the Owners. That

common area shall include the development, planning and construction of an initial clubhouse facility with the Association being responsible for the operation, care, upkeep, expenses and the implementation of rules of operation related to said clubhouse facility. The Developer shall only be responsible for the construction costs of the clubhouse facility in accordance with the plans and specifications set forth in the overall development plan. In the event ownership of the subject properties and membership in the Association shall increase to the size that the Association shall determine a second clubhouse facility is appropriate and necessary, the Developer shall be obligated to construct said second clubhouse facility but shall have no obligation or responsibility for the upkeep, operation, care and expenses related to the operation of the second clubhouse facility.

ARTICLE III

Spring Lake Homeowners Association Membership and Voting Rights.

1. **Membership.** Every owner of a lot which is subject to assessment shall be a member of the Association. The Developer shall have voting membership as provided in the classes of voting, below, but shall not be subject to association assessment of any type. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment other than the Developer voting membership status as described herein.

2. Classes of Voting. The Association shall have two classes of voting membership although the voting power thereunder shall be as specified herein:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) the unilateral withdrawal of developer from the Spring Lake Homeowners Association by written notice to all owners.

ARTICLE IV

Covenants for Maintenance and Assessments

1. Creation of the Lien and Personal Obligation of Assessments.

Each lot owner, excluding the Developer, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The annual and special assessments shall vary with the type of lot and the said lot's group type. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. All obligations for delinquent assessments shall pass to successors in title, but shall not relieve the prior owner for obligations hereunder. It is expressly understood that the Developer is not assessed for these lots which have not sold to a lot owner.

2. Purpose of Assessments. This assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the common area of the subdivision. In the initial phases of construction, Developer will contribute to the construction and development costs of the common areas.

3. Assessments as to Phases of Construction. Assessments shall be levied in accordance with each group type of ownership. The Developer shall file addendums to said protective covenants for additional phase of development at such time as each phase of development is initiated. All lots of the respective phases of development shall be included for membership in the Spring Lake Homeowners Association.

4. Establishing Annual Assessments. Annual assessments shall begin for the year 1995 and thereafter and shall be due on the first day of January of each year in accordance with the type of lot owned as follows:

Type 1 Lots - \$750 per year assessment (initial assessment will be one-half of annual assessment until clubhouse construction completed)

Type 2 Lots - \$675 per year assessment (initial assessment will be one-half of annual assessment until clubhouse construction completed)

Type 3 Lots - \$600 per year assessment (initial assessment will be one-half of annual assessment until clubhouse construction completed)

Type 4 Lots - \$500 per year assessment (initial assessment will be one-half of annual assessment until clubhouse construction completed)

Type 5 Lots - \$425 per year assessment (initial assessment will be one-half of annual assessment until clubhouse construction completed)

These assessments shall remain in effect until such time as said assessments have been modified as provided herein. The amount of

assessment may be modified with a two-third (2/3) majority vote of the total membership of SLHA. All increases and/or decreases in assessments shall be based upon a pro-rata sharing of the operating costs and expenses of SLHA and shall take effect on January 1 of the year immediately following such two-thirds (2/3) vote.

5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the SLHA may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such special assessment shall have the consent of two-thirds (2/3) majority vote of the total membership of SLHA voting in person or by written proxy at a meeting duly called for this express purpose.

6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty-six percent (66%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called

subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7. Prorated Rate of Assessment. Both annual and special assessments must be fixed at a pro rata rate based on group types of the development with the initial annual rate established herein and shall be collected on an annual basis as set forth herein.

8. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common areas to the Association or upon completion of the first home in the subdivision. The first annual assessment shall be adjusted on a pro rata basis according to the number of months remaining in the calendar year. The Membership shall fix the annual assessment against each lot within a ten (10) day period of and from the first day of January of each year with written notice of the annual assessments being sent to every owner subject thereto. The due dates and assessment limitations may be modified by a sixty-six percent (66%) vote and the SLHA shall, upon demand, and for a reasonable charge, furnish a certificate signed by a designated officer of the SLHA setting forth whether the assessments on a specific lot have been paid.

9. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No Owner shall waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof and said obligations shall be the personal responsibility of the owner of said lot as of the date of said assessment.

ARTICLE V

Spring Lake Homeowners Association (SLHA) General Operating Provisions

1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the

provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of thirty (30) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this declaration may be amended by the Developer at any time, provided that ten (10) days prior thereto, the Developer shall provide written notice thereof to all lot owners in the subdivision with such amendment being subsequently signed and place of record in the office of the Chancery Clerk of Lee County, Mississippi.

4. Residential Use. All properties and the dwellings constructed thereon shall be used for single-family residential purposes except in those areas designated on the plot plan for other designated development. Subject to the terms and conditions contained herein, no business or business activity shall be carried on or upon the property or in the house built on said property any time except with the written approval of the SLAB, except for the using of any unit owned by the Developer for the purpose of carrying on business related to the development and management of the subdivision property.

5. Meetings. The SLHA shall hold quarterly meetings at a minimum and such other meetings as may be deemed necessary and required by the membership thereof.

6. Establishment of Rules and Operating Procedures. The SLHA shall establish its rules and operating procedures for the various areas of development and the common areas, including the clubhouse and lake areas.

ARTICLE VI

Spring Lake Architectural Board

1. Creation. The Developer has organized a Spring Lake Architectural Board (SLAB) to be responsible for the completion of the development of the subdivision in a systematic and uniform manner subject to the restrictions and covenants contained herein.

2. Meetings. The Spring Lake Architectural Board shall hold such meetings as deemed necessary and required by the members appointed as provided in Article I, Paragraph 4.

3. Basic Building Requirements and Guidelines. The Spring Lake Architectural Board shall have the final authority with respect to the review and acceptance of all house and plot plans which must be submitted for review and

written approval. SLAB shall be solely responsible for establishing and enforcing the conformity with home designs and building requirements as set forth in the covenants herein. SLAB shall review all submitted plans and approve the same in writing with respect to the conformity herewith . The SLAB shall have sole approval of the following areas of design:

- (a) Architectural style of house plan;
- (b) Exterior colors proposed house;
- (c) Exterior brick design and make for proposed house;
- (d) Landscaping design for proposed house and lot;
- (e) Design and placement of all fencing and mail boxes;
- (f) Design and construction requirements on detached buildings;
- (g) Determination on a preliminary basis of the conformity of the proposed plans with the restrictive covenants contained herein.

4. Action of Spring Lake Architectural Board. Upon submission of the proposed plans and requested areas of approval, SLAB shall meet and review said submission within twenty (20) days of the submission thereof. A written approval or disapproval of the proposed plans and specifications shall be provided the perspective owner(s) within thirty (30) days from the receipt thereof by SLAB. The decision of SLAB with respect to uniformity and compliance under these restrictions and covenants contained herein shall be final and binding. If the proposed plans and specifications are disapproved by SLAB, alternative

recommendations may be provided the original Owner. If no mutual agreement can be reached between SLAB and the original Owner with respect to acceptable alternatives for submission and approval by SLAB, the Developer will repurchase the property from the original owner at the original purchase price.

5. Right of Inspection and Remedies for Violation. SLAB, or its designated representative shall have the right in reasonable hours to enter upon and inspect any improvement being constructed for the purpose of ascertaining whether said improvement is in compliance with the provisions of these restrictions and covenants and SLAB shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection. If any house or portion thereof is erected, placed or maintained or altered other than in accordance with the plans and specifications approved by SLAB pursuant to the restrictions and covenants contained herein, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of these covenants and without the approval required hereof. If in the opinion of SLAB such violation shall have occurred, SLAB shall be entitled and have the power to enjoin or remove any such construction or take any other action permitted by these restrictions and covenants or as permitted under the laws of the State of Mississippi. Any costs and expenses so incurred shall become a lien against said owner(s) of said lot with SLAB being entitled to pursue all legal and equitable remedies available under the law.

ARTICLE VII

Construction Requirements and Covenants of Spring Lake

Design Criteria and Structure

- a. Openings of garages should not be facing any street, except corner lots with the exclusion of Type 5 lots.
- b. No window air conditioners shall be utilized. No solar panels on the exterior wall or roof shall be allowed.
- c. Garbage facilities, wood piles and clothes lines shall be concealed or screened from view of adjacent lots and subdivision streets.
- d. No antennas or other transmitting or receiving device for television, telephone or radio shall be erected on any building or on any lot within view of the adjacent lots, streets or walkways.
- e. Landscaping of the dwelling must be installed within six (6) months following completion of each home.
- f. A residence constructed on each lot shall be subject to set back requirements or restrictions as listed below:

Type 1 Lots -

- (i) Front setback fifty (50) feet from front property line to front of residence;
- (ii) Rear setback forty-five (45) feet from rear property line to rear of residence;
- (iii) Side setback twenty (20) feet from either side property line to exterior side of residence;
- (iv) Side street setback forty-five (45) feet from street located from side of residence of the exterior side of residence.

Type 3 Lots -

- (i) Front setback forty-five (45) feet from front property line to front of residence;
- (ii) Rear setback thirty-five (35) feet from rear property line to rear of residence;
- (iii) Side setback fifteen (15) feet from either side property line to exterior side of residence;
- (iv) Side street setback thirty-five (35) feet from street located from side of residence of the exterior side of residence.

Type 4 Lots -

- (i) Front setback forty (40) feet from front property line to front of residence;
- (ii) Rear setback twenty (20) feet from rear property line to rear of residence;
- (iii) Side setback twelve (12) feet from either side property line to exterior side of residence;
- (iv) Side street setback twenty-five (25) feet from street located from side of residence of the exterior side of residence.

Type 5 Lots -

- (i) Front setback twenty-five (25) feet from front property line to front of residence;
- (ii) Rear setback twenty (20) feet from rear property line to rear of residence;
- (iii) Side setback ten (10) feet from either side property line to exterior side of residence;

g. Developer may have the right, upon written request of any prospective owner of a lot to modify the restrictions with reference to location or set back of any of the improvements prior to construction of such improvements, to the extent Developer deems modification to be in the best interest of the subdivision as a

whole. Any such modification allowed by Developer shall be in writing and shall be acknowledged, signed and placed of record in the office of the Chancery Clerk of Lee County, Mississippi.

h. Minimum Square Footage

All homes shall have nine feet and taller ceiling areas on the first level. Construction materials are optional except that no aluminum windows, vinyl siding or aluminum siding may be utilized in the construction of any residence in the subdivision.

Minimum square foot requirements on each Group Type of lot shall be as follows:

Type 1 - Three thousand two-hundred (3,200) minimum square feet heated area;

Type 3 - Three thousand (3,000) minimum square feet heated area;

Type 4 - Twenty-five hundred (2,500) minimum square feet heated area;

Type 5 - Two thousand (2,000) minimum square feet heated area;

i. No garage, storage building, pool house or servant's house, of any type, shall be erected with roofing or outside wall materials being different from those used in the primary residence on lawn on said lot.

j. No trash, garbage, hazardous waste or other refuse shall be dumped, sorted or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers shall be kept in a clean and sanitary condition and shall be

placed so as not to be visible from any road, common area, or within sight distance of any other lot except during those time periods of normal refuse and garbage collection. No exterior burning of wood, leaves, trash, garbage or household refuse shall be permitted.

k. No animals, livestock or poultry of any kind or description, except domestic cats and dogs and customary household pets shall be kept on any lot. All household pets shall be at all times suitably leashed or penned in accordance with applicable local restrictions and no household pets at any time shall be allowed to wander or roam the subdivision unattended.

l. All signs, billboards or advertising structures are prohibited except builder, contractor or "house for sale" signs including purchase designations by developer, and in any event, no sign shall be closer than thirty (30) feet from any street nor shall be more than three (3) feet in diameter for the advertising of a lot or house for sale.

m. No boat, boat trailer, house trailer, camper, van, recreational vehicle or equipment of a similar nature shall be parked or stored on the street or any driveway or yard of the subdivision for any period of time in excess of 24 hours except in or under garages and other landscaped enclosures which effectively screen the visibility of such equipment or vehicle from all streets or adjacent lots.

n. No lot can be subdivided and sold in part except as located on the plat of said subdivision previously filed in the office of the Lee County Chancery Clerk.

o. Construction shall begin within two (2) years from the date of the warranty deed conveying title to purchaser. Should construction fail to commence within this time period, Developer shall have the option for a period of twelve (12) months thereafter, to repurchase the lot from the original owner at the original cost of the lot.

p. Owners shall maintain the lot in a condition to minimize damage to adjacent lots from erosion, sediment deposits and storm water. This requirement is in effect from the beginning of site preparation throughout the establishment of permanent vegetative cover and landscaping and thereafter.

ARTICLE VIII

Easements

1. An easement in favor of the Developer or its successors or assigns over all subdivision areas located within five (5) feet from the front and side lot lines of each lot and fifteen (15) feet from the rear lot line of each lot of the subdivision for the purpose of construction, maintenance and repair of systems presently or in the future for the providing of electrical, power, telephone, gas, water, sewer or any other utility as Developer determines is necessary and

appropriate for the subdivision. Neither the Developer nor any designated utility entity using said easements shall be liable or responsible for any damage done by them, their assigns, agent or employees to shrubbery, trees, flowers or other property of any lot owner, provided such damages occur solely within the boundaries of said easements.

It is expressly understood and agreed that the title conveyed by the Developer on any lots while contract, deed or other conveyance shall not, in any event, be held or construed to include the title to said easement area with respect to the water, gas, sewer, storm sewer, electric light, power, telephone lines or conduits or other utilities or appurtenances thereto constructed along or upon said easements or any part thereof to serve the subdivision properties. Any ongoing right of maintenance or repair and the right to sell or convey such easements and any lines, utilities and appurtenances erected thereon through any public service corporation or other entity or party, is expressly reserved to the Developer.

ARTICLE IX

Enforcement

1. Right of Action. In the event of an actual or threatened violation or breach of any of these restrictions or covenants or any amendments or supplements thereto or restatements thereof, by any lot owner or by any person or entity using or occupying any lot, Developers, SLHA, SLAB, any lot owner or any other property for whose benefit these restrictions inure shall have the right

to proceed at law or in equity to compel compliance with the terms and restrictions hereof, to prevent the violation or breach of these restrictions, by injunctions or otherwise, to sue for and recover damages or other dues, or to take any and all such courses of action or seek such legal remedy, which the, or any of them, may deem appropriate. No delay or failure on the part of any aggrieved party to invoke any available remedy set forth herein shall be held to be a waiver by that party, or an estoppel of any party to assert or enforce any right or remedy available to such party upon the recurrence or continuation of said violation, or the occurrence of a different violation.

ARTICLE X

Lot Owner Acceptance

1. Acceptance. The owner or grantee of any lot which is subject to these restrictions, by acceptance of the deed or other instrument so conveying an ownership interest in or title to such lot, or by the execution of a contract for the purchase thereof, whether from Developer or subsequent owner of such lot, shall accept, and shall be deemed to have accepted by operation of law and equity, such deed or other contract upon or subject to each and every restriction and covenant contained herein, all of said restrictions and covenants to be deemed to run with the land.

ARTICLE XI

Miscellaneous

_____ 1. Severability. Each and every one of the restrictions is hereby declared to be independent of and severable from the remainder of the restrictions, and of and from every combination thereof. Invalidation or unenforceability of any one or more of the restrictions by any judgment or court order shall in no way affect any of the other restrictions herein contained, each of which shall remain in full force and effect.

2. Supplemental to Recorded Subdivision Plats. The provisions of these restrictions are in addition to, and supplemental of, the conditions or restrictions set forth on the recorded subdivision plat.

3. Captions. The captions of the various articles of these restrictions are for the convenience of reference only, and none of them shall be used as an aid in or the construction of any provision of the restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, the undersigned have caused these Restrictive Covenants to be duly executed as of the day and year first above written.

SPRINGLAKE RANCH, a Mississippi corporation

BY: _____ BY: _____
President SAM G. PATTERSON, WILLIAM L. DEAS
Vice President

BY: _____ BY: _____

JANICE H. ALLEN
Vice President

LAUREN H. PATTERSON
Secretary

BY: _____
DOYCE H. DEAS,
Treasurer

BY: _____
JANICE H. ALLEN, as Guardian
and next friend of
JESSICA P. ALLEN

BY: _____
JANICE H. ALLEN, as Guardian
of Guardian and next friend of
JENNIFER W. ALLEN

BY: _____
JANICE H. ALLEN, as and next friend
JACQUELYN C. ALLEN

BY: _____
JAMES W. DEAS

BY: _____
MEREDITH A. DEAS

BY: _____
MELANIE E. DEAS

BY: _____
LAWRENCE G. HANCOCK

BY: _____
LAWRENCE G. HANCOCK, as
Guardian and next friend of
CATHERINE E. HANCOCK

BY: _____
LAWRENCE G. HANCOCK, as
Guardian and next friend of
CARRIE E. HANCOCK

BY: _____
LAWRENCE G. HANCOCK, as
Guardian and next friend of
LAWRENCE G. HANCOCK, II

BY: _____
HELEN H. HANCOCK

BY: _____
LAUREN H. PATTERSON, as
Guardian and next friend of
GRAHAM H. PATTERSON

BY: _____
SAMANTHA PATTERSON

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Sam G. Patterson; William L. Deas; Janice H. Allen; Lauren H. Patterson; Doyce H. Deas; Janice H. Allen as Guardian and Next Friend to Jessica P. Allen, Jennifer W. Allen and Jacquelyn C. Allen; James W. Deas; Meredith A. Deas; Melanie E. Deas; Lawrence G. Hancock; Lawrence G. Hancock as Guardian and Next Friend to Catherine E. Hancock, Carrie E. Hancock and Lawrence G. Hancock, II; Helen H. Hancock, and Lauren H. Patterson as Guardian and Next Friend to Graham H. Patterson and Samantha Patterson, who acknowledged on oath that they are Partners of Springlake Ranch, a Mississippi Partnership, and that for and on behalf of the Partnership, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned, on the day and year therein mentioned, after being duly authorized so to do.

Given under my hand and seal, this the _____ day of _____, 1994.

NOTARY PUBLIC

My Commission Expires:
