

ADDENDUM TO THE PROTECTIVE COVENANTS OF SPRING
LAKE, A DEVELOPMENT OF SPRING LAKE, LLC (FORMERLY
SPRING LAKE RANCH, A MISSISSIPPI PARTNERSHIP)

1/4/2005

(PHASE V)

RECITALS

WHEREAS, the undersigned, Spring Lake, LLC, a Mississippi Limited Liability Company (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 Subdivision"(hereinafter referred to as "Spring Lake") and,

WHEREAS, a subsequent phase of the said subdivision has been designated as Spring Lake Phase V (hereinafter referred to as "Phase V") 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 _____, and said plat gives and reflects an accurate description of said property comprising Phase V of Spring Lake, and,

WHEREAS, Phase V has been designed and is to be developed adjacent to and in conjunction with the phases already existing in Spring Lake, the plats of which have 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 B, Slides 103, 113, 180 and Plat Cabinet C, Slides 14, 22 and whereas restrictive covenants applicable to the various phases of Spring Lake that have been recorded and are on file in the office of the Chancery Clerk of Lee County, Mississippi and,

WHEREAS, it has been and remains the purpose of Developer to develop various types and to place all such property under certain restrictions, protective covenants, conditions, agreements, reservations, easements and limitations (hereinafter sometimes collectively referred to as "Restrictions and Protective Covenants"), which shall run with the land for the benefit and protection of current and future landowners of Spring Lake, the Developer, and their respective heirs, predecessors and assigns; the Restrictions and Protective Covenants applicable to Phase V and included herein are to be activated upon the filing with the Chancery Clerk of Lee County of this Addendum by the Developer. This Addendum, furthermore, shall operate in addition to, in conjunction with, and in accordance with the terms and provisions of the several Protective Covenants applicable to previous phases of Spring Lake and recorded in the Lee County Chancery Clerk's office in Book 1605 at Page 213 and subsequent modifications and addendums as recorded in Book 1613 at Page 364, Book 1757 at Page 128, Book 1893 at Page 558, instrument #0306269 and instrument #0319399 (collectively referred to hereafter as the "Previously Filed Covenants").

NOW, THEREFORE, the undersigned Spring Lake LLC, does hereby establish and set forth the following Addendum to the Protective Covenants of Spring Lake containing certain additional restrictions and protective covenants applicable to Phase V, as said Phase V is designated and depicted on the aforementioned plat:

ADDENDUM ARTICLE ONE

STATEMENT OF PURPOSE

This Addendum is made for the mutual and reciprocal benefit of the entire Spring Lake development, Phase V, and the current and future owners of residential lots in Spring Lake. This Addendum is intended to create mutual, equitable restrictions and obligations upon the specific portion of the development designated as Phase V and shall also operate in conjunction with the Previously Filed Covenants. This Addendum is also intended to create mutual, equitable restrictions and obligations binding on all other lots in Spring Lake concerning the use of common areas included in Phase V. The restrictions and protective covenants contained herein are developed for the benefit of each and every lot and lot owner in Spring Lake and are intended to create reciprocal rights between owners, and to create a privity of contract and estate by and between the grantees of such lots, and their respective heirs, successors and assigns.

ADDENDUM ARTICLE TWO

DEFINITIONS

- I. **Incorporation of Prior Definitions** -- The definitions set forth in the Previously Filed Covenants shall be incorporated herein with the exception of the changes noted in Section II of this Article.
- II. **Modification of Prior Definitions** – The definition of “Common Area” shall be expanded as follows: "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, gatehouse, recreation area with pools and tennis courts, pathways, lakes, etc.
- III. **Restatement of Definitions** – The following definitions are restated herein for the purpose of clarity and convenience:
 - A. **Spring Lake Homeowner's Association (SLHA)**. The Spring Lake Homeowner's Association being referred to herein is the association of all property owners 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 not less than three property owners, to be selected annually in compliance with the provisions of these covenants and the Previously Filed Covenants.
 - B. **Developer**. Developer shall mean Springlake Ranch and Spring Lake, LLC., the party executing and recording these covenants and 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 covenants and the Previously Filed Covenants shall inure to the benefit of any successor or assigns in interest.

C. Spring Lake Architectural Board (SLAB). The Spring Lake Architectural Board (SLAB) being referred to herein shall be the Board responsible for the architectural control and development uniformity in Spring Lake. The SLAB shall consist of five (5) representatives whose membership shall be made up as follows: two (2) representatives selected by the landowners in the subdivision, two (2) representatives from the membership of Spring Lake, LLC and one (1) representative with professional construction and/or architectural experience to be selected by the Developer.

ADDENDUM ARTICLE THREE

SPRING LAKE HOMEOWNERS' ASSOCIATION

Any individual or individuals that own a lot in Phase V shall, as a result of said ownership, become members of the Spring Lake Homeowner's Association and shall have the rights, duties, and obligations attendant to such membership as is set forth in this Addendum and the Previously Filed Covenants.

ADDENDUM ARTICLE FOUR

RESTRICTIONS AND COVENANTS SPECIFIC TO PHASE V

The Previously Filed Covenants shall be binding on the lots contained in Phase V unless they are contradicted or expanded by the restrictions and covenants specific to Phase V and set forth below:

I. Construction Standards

- A. CEILING HEIGHT - The minimum ceiling height in all first floor heated areas shall be nine (9) feet. In no instance shall any ceiling height be less than eight (8) feet. Should an otherwise acceptable plan require a deviation from these standards in order to maintain the integrity of the roofline, allowances may be made on an individual basis.
- B. MATERIALS - Construction materials are optional but shall be compatible with the architecture of the individual house plan, and blend with the overall appearance of the neighborhood. Vinyl, aluminum or masonite siding will not be allowed on the exterior of any structure in Phase V.
- C. WINDOWS - To assure the aesthetics and quality of the window products used in this development, the following restrictions apply to all windows used in Phase V.
 - 1. The window structure must be wood, wood with a vinyl or aluminum clad exterior, or an approved quality vinyl or fiberglass composition.
 - 2. All windows will have a paintable interior jambs and sash.
 - 3. The factory frame shall be a minimum of 4-9/16". Jamb extensions for walls over 4-9/16" may be field applied. Double

hung (both sashes active), awning, picture or casement designs are acceptable.

4. If a simulated divided light design is used, the divider grid shall be either removable from the interior or affixed to both sides of the glass. Simulated dividers between panes of insulated glass are specifically prohibited.

- D. **TIME LIMITS** - Construction of homes on Phase V lots shall begin within twenty-four (24) months from the date of the warranty deed conveying title to purchaser(s). Should construction fail to commence within this period, Developer shall have the option for a period of twelve (24) months thereafter to repurchase the lot from the purchaser at the purchaser's original purchase price. However, if at least two adjoining lots are owned by one individual, and construction of a residence is begun on one of the adjoining lots within the twenty-four (24) month period, then this provision shall be waived. All exterior construction, trim, paint, paving and landscaping shall be completed within 15 months of the date construction started.
- E. **VACANT LOT SALES**- In the event an individual who purchases a lot from the developer decides to sell a vacant lot within twenty-four (24) months from the date of the warranty deed conveying the title to purchaser(s), then Developer shall have a "first right to buy" at the purchase price originally paid by said purchaser(s). Purchasers must provide notice of their intent to sell their lots to the Developer simultaneously with placing their lot on the market for sale.
- F. **FENCING**- Should the purchaser of an lot in Phase V elect to build a fence on their property, a plain detailing the design, materials, and location of the fence must be submitted to the SLAB, and approval must be obtained in writing from the SLAB before construction begins. Fencing material in Phase V may be masonry, vinyl, wrought iron or wood. Chain link fencing and wood fences constructed of plain vertical dog-eared boards will not be permitted. If one side of the fence is more attractive, by design, than the other, then that side shall be erected facing toward neighboring lots.
- G. **MAINTENANCE OF LOT**
1. The owner of a lot upon which construction has not been begun is responsible for providing such mowing and other maintenance as is necessary to maintain a neat and orderly appearance. During construction on any lot in Phase V, all construction supplies,

equipment, and trash must be contained on the lot on which the construction is being conducted. The construction site must be maintained in a neat and orderly manner. The lot owner is responsible for any damage to neighboring lots. Any such damage must be corrected immediately.

2. During all construction or landscaping all water runoff into the lake, street, adjoining property, or storm sewer shall be contained and filtered through a minimum of two settlement structures or two silt fences. Failure to comply with this requirement will result in a fine to the lot owner of five hundred dollars (\$500.00) for the first offence, and seven hundred fifty dollars (\$750) for each subsequent offence. Lot owners will have three days after receiving written notification to correct the condition before being fined.

II. Size, Setbacks and Assessments -

- A. Lots in Phase V are designated as Type 4 lots as defined in the Previously Filed Covenants.
- B. The minimum house size is two thousand five hundred square feet (2500 sq. ft.) of heated and cooled area.
- C. The minimum setbacks shall be:
 1. Front -- Forty (40) feet from the front property line to the front building line.
 2. Rear -- Thirty (30) feet from the rear property line to the rear building line (except as noted below for lake front lots).
 3. Side -- twelve (12) feet from either side property lines to the side building line, (except as noted below for lake front lots).
 5. Side street -- twenty five (25) feet from a side street property line to the side building line.

III. Easements

- A. A thirty (30) foot construction and maintenance easement in favor of the SLHA and the Developer, their successors and its assigns is retained along the edges of all lakes and dams.
- B. A ten (10) feet utility and drainage easements along both the front and rear lot lines of every lot is retained in favor of the developer, SLHA, the City of Tupelo, T.E.P.A, South Central Bell, and

Comcast Cable. The developer alone retains the right to extend this easement to other utilities companies as needed.

- C. A five (5) feet easement along the side lot lines of every lot is retained in favor of the Developer, its successors or its assigns for the purpose of constructing, maintaining or repairing, presently or in the future, systems for the provision of electrical, power, telephone, gas, water, sewer or any other type of service or utility the Developer, at its sole discretion, determines is necessary, appropriate or desirable. The Developer has sole control over the use of these easements and may permit their use by public or private utility companies as it sees fit. Likewise, at its sole discretion, Developer may elect to abandon any portion of the easements retained pursuant to this section. Such abandonment may be effected by the filing of an instrument entitled “Abandonment of Easement” with the Chancery Clerk of Lee County, Mississippi, signed by a managing member of Spring Lake, LLC, its successors or its assigns, clearly indicating Developer’s intent to abandon the easement referenced in said instrument. Such “Abandonment of Easement” shall indicate, with specificity, the location of the easement to be abandoned and shall be non-revocable and binding on the Developer, its successors and its assigns. Furthermore, abandonment of an easement by the Developer shall not constitute an alteration of the recorded plat of Phase V, should the abandoned easement be reflected on the same.

IV. Assessments

- A. The initial established annual assessment to the Spring Lake Homeowners Association shall be \$500 dollars.
- B. The initial assessment can be raised or lowered by the SLHA pursuant to the terms set forth in the Previously Filed Covenants.

ADDENDUM ARTICLE FIVE

RESTRICTIONS AND COVENANTS SPECIFIC TO LAKE FRONT LOTS

- I. Rear and side property lines adjoining a lake will extend to the normal high water line of the lake.
- II. The developer and SLHA reserve a thirty (30) foot maintenance and construction easement along the edge of all lakes and dams.
- III. The minimum rear or side setback for a residence shall be sixty (60) feet from the normal high water line of the lake.

- IV. The minimum setback for privacy fences will be forty (40) feet from the normal high water line of the lake.
- V. Private piers will not be allowed on the small lakes.
- VI. To more fairly distribute the expenses associated with the maintenance of the lakes, the initial annual assessment for lake front lots 207, 208 and 209 will be \$650 per lot.

ADDENDUM ARTICLE SIX

RESTRICTIONS AND COVENANTS CONCERNING LAKE USE

- I. The following restrictions and covenants concerning the use and enjoyment of the lakes in Spring Lake shall apply to all lot owners:
 - A. No water skiing or operation of personal watercraft such as “Wave-Runners” shall be allowed on the lakes.
 - B. All water craft shall be limited to fifteen (15) feet in length or any other reasonable length to be determined by the Spring Lake Homeowners’ Association, and shall be non-motorized, with the exception of electric trolling motors.
 - C. Use of the lakes shall be limited to the hours of 7:00 A.M. till 8:00 P.M. or any other reasonable time as determined by the Spring Lake Homeowners Association.
 - D. The use of the lakes and other associated common areas is restricted to the Spring Lake Homeowners Association members, along with each member’s immediate family, their tenants or any other individuals who might reside on their property. The use of this common area and related designated common areas shall be allowed for the purposes of fishing, boat launching, and other appropriate leisure activities not contrary to the intentions of these provisions.
 - E. No loud music, boisterous behavior, breach of the peace, or other disturbance shall be permitted.
 - F. The subject lakes are deemed to be a “common area” of Spring Lake and will be deeded to the SLHA and placed under its control when all the lake front lots are purchased and developed or sooner as may be determined by the Developer. Upon such donation the SLHA will become responsible for the operation, care, upkeep, expenses and implementation of rules concerning the use of the lake and its associated common areas.
 - G. Swimming in the lakes is specifically prohibited.

- H. SLHA will have the authority to set limits on the fish harvested from the lakes.

ADDENDUM ARTICLE SEVEN

LOT OWNER ACCEPTANCE

- I. Acceptance. The owner or grantee of any lot which is subject to these restrictions, by acceptance of the deed or other instrument so conveying in 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.

Present members of the SLHA and the Columbine Place Garden Homes Homeowner's Association (CPGHA), their successors and assigns and the Developer shall be bound by the restrictions and covenants as set forth in this addendum as provided in the Previously Filed Covenants. Furthermore, any member of the SLHA, the CPGHA, or any subsequently established homeowners' association belonging, along with each member's immediate family, their tenants or any individuals who might reside on the property, including their successors and assigns, shall further be deemed to have accepted and consented to the restrictions and covenants as set forth herein and in the Previously Filed Covenants by their acts of using the lakes and its associated common areas.

ADDENDUM ARTICLE EIGHT

MODIFICATION

The developer may amend this Addendum to Protective Covenants at any time prior to conveyance of a majority of the lots in Phase V development area with the developer to provide written notice thereof to all Phase V owners at the time of the proposed amendment. Thereafter, Amendments to this Addendum to Protective Covenants shall require two-thirds (2/3) vote of the members of the SLHA.

ADDENDUM ARTICLE NINE

Miscellaneous

- I. 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 of un-enforceability 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.

II. Supplemental to Recorded Subdivision Plats. - The provision of these restrictions are in addition to, and supplemental of, the conditions or restrictions set forth on the recorded subdivision plat for Phase V recorded in the Lee County Chancery Clerk's office in Plat Cabinet ____ Slide ____.

III. 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 for 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 this Addendum to Protective Covenants of Spring Lake to be duly executed on this the ____ day of _____, 2005.

SPRING LAKE, LLC., a Mississippi Limited Liability Company

SAM G. PATTERSON
Managing Member

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, who acknowledged on oath that he is a Managing Member of Spring Lake LLC, a Mississippi Limited Liability Company, and that for and on behalf of the Company, and as its own act and deed, he signed and delivered the above and foregoing instrument for the purpose 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 _____ 2005.

NOTARY PUBLIC

My commission expires: