

Supplement
 For Assignment See Book 614 Page 454
19-21 CW 20/185
 J. B. Barlow, Chancery Clerk

Supp. Dec. of Cov. 553 Page 240
 For Assignment See Book 553 Page 240
5-3-88 CPL Pt. 1 Lot 8
 J. B. Barlow, Chancery Clerk

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 THE COMMUNITIES OF CASTLEWOODS

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J. Jones
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 For Assignment See Book 553 Page 250
5-3-88 CPL Pt. 1 Lot 29
 J. B. Barlow, Chancery Clerk

_____ D. C.
J. Jones
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 For Assignment See Book 553 Page 255
5-3-88 CPL Pt. 1 Lots
 J. B. Barlow, Chancery Clerk

_____ D. C.
J. Jones
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 J. B. Barlow, Chancery Clerk

_____ D. C.
J. Jones
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 J. B. Barlow, Chancery Clerk

_____ D. C.
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5-3-88 C2F Pt. 3 Lot 3
 J. B. Barlow, Chancery Clerk

_____ D. C.
J. Jones
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 For Assignment See Book 553 Page 275
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 J. B. Barlow, Chancery Clerk

_____ D. C.
J. Jones
 Supp. Dec. of Cov. 553 Page 280
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5-3-88 C2F Pt. 3 Lot 1
 J. B. Barlow, Chancery Clerk

Murphy Adkins, Chancery Clerk
 2-24-97
 6-3-93 Lot 43 WRC
 Murphy Adkins, Chancery Clerk

Quick Claims Agency
 See Book 694 p. 69 or 672
 3-11-94 Murphy Adkins, Chancery Clerk

Supplemental
 Dec. of Cov. + Rest.
 For Cancellation See Book 545 Page 107
12-15-87
 IRL DEAN RHODES, Chancery Clerk
R. Blackwell D.C.

_____ D. C.
J. Jones
 For Assignment See Book 620 Page 300
4-17-91 Lot 56, 2 WRC
 J. B. Barlow, Chancery Clerk

Supp. Dec. Covenants
 For Assignment See Book 655 Page 258
10-2-92 ATC 2B 416-B-39CB
 Murphy Adkins, Chancery Clerk
J. Jones D.C.

_____ D. C.
J. Jones
 For Assignment See Book 672 Page 215
6-23-93 ATC 3-B+3-D
 Murphy Adkins, Chancery Clerk
J. Jones D.C.

Supp. Dec. & Cor. For Assignment See Book 553 Page 285

5-3-88 C2F Pt. 3 Lot 7

J. B. Barlow, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF RANKIN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COMMUNITIES OF CASTLEWOODS

THIS DECLARATION is made this 29th day of January, 1986, by MCFS CORP., a Mississippi Corporation (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Rankin County, Mississippi, more particularly described on Exhibit "A" attached hereto, and desires to create and develop thereon a residential community with designated common areas and with common facilities, for the benefit of the community; hereinafter referred to as the "Property"; and

WHEREAS, Declarant desires to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designated by the Owners and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the primary purposes of these covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing and functionally convenient. Declarant has deemed it desirable for the efficient preservation of the values in said community, to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I.
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Additional lands" shall mean all land now or hereafter owned by Declarant lying and being situated in Sections 20, 21,

Supp. Dec. & Cor. For Assignment See Book 553 Page 290

5-3-88 C2F Pt. 3 Lot 6

J. B. Barlow, Chancery Clerk

J. B. Barlow, Chancery Clerk D.C.

Supp. Dec. & Cor. For Assignment See Book 553 Page 295

5-3-88 C2F Pt. 3 Lot 5

J. B. Barlow, Chancery Clerk

J. B. Barlow, Chancery Clerk D.C.

Supp. Dec. & Cor. For Assignment See Book 553 Page 300

5-3-88 C2F Pt. 3 Lot 4

J. B. Barlow, Chancery Clerk

J. B. Barlow, Chancery Clerk D.C.

Supp. Dec. & Cor. For Assignment See Book 553 Page 305

5-3-88 CPL Pt. 1 Lot 33

J. B. Barlow, Chancery Clerk

J. B. Barlow, Chancery Clerk D.C.

Supp. Dec. & Cor. For Assignment See Book 553 Page 310

5-3-88 CPL Pt. 1 Lot 32

J. B. Barlow, Chancery Clerk

J. B. Barlow, Chancery Clerk D.C.

Supp. Dec. & Cor. For Assignment See Book 553 Page 315

5-3-88 CPL Pt. 1 Lot 9

J. B. Barlow, Chancery Clerk

J. B. Barlow, Chancery Clerk D.C.

Supp. Dec. & Cor. For Assignment See Book 553 Page 320

5-3-88 CPL Pt. 1 Lot 6

J. B. Barlow, Chancery Clerk

J. B. Barlow, Chancery Clerk D.C.

Supplement 953
For Sub-Assignment See Book 549

7-20-01

Murphy Adkins, Chancery Clerk
R. Myers D.C.

Supplement 967 Page 276
For cancellation see Book 967

12-4-01

Murphy Adkins, Chancery Clerk
R. Myers D.C.

Supplement 968 Page 283
For cancellation see Book 968

12-4-01

Murphy Adkins, Chancery Clerk
R. Myers D.C.

Supplement - Woodlands Glen CW
FOR ASSIGNMENT SEE BOOK 2004 PAGE 5203

WGC 3 L103-152 4-08-04

MURPHY ADKINS, CHANCERY CLERK
R. Myers D.C.

Supp. Decy Cor.
For Assignment See Book 553 Page 325
5-3-88 CPL Pt. 1 Lot 34
J. B. Barlow, Chancery Clerk
J. Jones D. C.

Supp. Decy Cor.
For Assignment See Book 553 Page 370
5-3-88 CW 2E Lot 15
J. B. Barlow, Chancery Clerk
J. Jones D. C.
REC 501 FILE 695

Supp. Decy Cor.
For Assignment See Book 553 Page 375
5-3-88 CW 2E Lot 17
J. B. Barlow, Chancery Clerk
J. Jones D. C.

Supp. Decy Cor.
For Assignment See Book 553 Page 330
5-3-88 CPL Pt. 1 Lot 35
J. B. Barlow, Chancery Clerk
J. Jones D. C.

Supp. Decy Cor.
For Assignment See Book 553 Page 335
5-3-88 CPL Pt. 1 Lot 36
J. B. Barlow, Chancery Clerk
J. Jones D. C.

Supp. Decy Cor.
For Assignment See Book 553 Page 340
5-3-88 CPL Pt. 1 Lot 37
J. B. Barlow, Chancery Clerk
J. Jones D. C.

Supp. Decy Cor.
For Assignment See Book 553 Page 345
5-3-88 CPL Pt. 1 Lot 39
J. B. Barlow, Chancery Clerk
J. Jones D. C.

Supp. Decy Cor.
For Assignment See Book 553 Page 350
5-3-88 CW 2E Lot 11
J. B. Barlow, Chancery Clerk
J. Jones D. C.

Supp. Decy Cor.
For Assignment See Book 553 Page 355
5-3-88 CW 2E Lot 12
J. B. Barlow, Chancery Clerk
J. Jones D. C.

Supp. Decy Cor.
For Assignment See Book 553 Page 360
5-3-88 CW 2E Lot 13
J. B. Barlow, Chancery Clerk
J. Jones D. C.

Supp. Decy Cor.
For Assignment See Book 553 Page 365
5-3-88 CW 2E Lot 14
J. B. Barlow, Chancery Clerk
J. Jones D. C.

27, 28 and 29, Township 6 North, Range 3 East, Rankin County, Mississippi.

(b) "Association" shall mean and refer to The Communities of Castlewoods Owners Association, Inc., a non-profit corporation, incorporated under the laws of the State of Mississippi for the purpose of effecting the intents and objectives herein set forth, its successors and assigns.

(c) "Board of Directors" or the "Board" shall mean and refer to the Board of Directors of the Association.

(d) "Class 'C' parcel" shall mean or refer to each of the subdivided parcels lying in Sections 20, 28 and 29, Township 6 North, Range 3 East, Rankin County, Mississippi, being parts of Castlewoods according to the subdivision plats thereof filed by Declarant in the Office of the Chancery Clerk of Rankin County, Mississippi, or units of property, other than lots, which are now or heretofore owned by the Declarant, and which are now or shall hereafter become subject to a properly executed and recorded covenant entitling the Owner thereof to become a member of the Association

(e) "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be the property described on Exhibit "C" hereto.

* (f) "Declarant" shall mean and refer to MCFCS CORP., its heirs and assigns.

* (g) "Developer" shall mean and include the Declarant and every other person who is a successor in title to the Declarant as to any real property now or hereafter consisting of all or a portion of the Property, and who, with Declarant's written permission, is engaged or hereafter engages in the business of developing and selling all or any portion of the Property comprising the Communities of Castlewoods, provided that the word "Developers" shall not mean or include the Association.

(h) " Dwelling" shall mean a residential dwelling house.

(i) "Lot" shall mean and refer to any plot or tract of land shown upon the recorded subdivision map or plat of the Property, exclusive of the Common Area, which is designated as a lot therein and which is or will be improved with a residential dwelling.

(j) "Member" shall mean and including every person holding any class of membership in the Association.

(k) "Mortgagee" will be the holder of a recorded first mortgage on any lot within the property.

(l) "Owner" or "Property Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot which is part of the

Properties, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

(m) "Property" or "Properties" shall mean and refer to that certain real property now or hereafter made subject to this Declaration.

(n) "Recorded First Mortgage" shall be deemed to mean a mortgage or deed of trust, properly recorded in the office of the Chancery Clerk of the Rankin County, Mississippi or other public office designated by the statutes and laws of the State of Mississippi for the recording of mortgages in Rankin County, Mississippi, the lien of which is prior, paramount, and superior to the lien of all other mortgages and deeds of trust.

ARTICLE II.
PROPERTY RIGHTS

Section 1. 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 provisions:

(a) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any community facilities (excluding streets, roads and parking areas which have been accepted by Rankin County, Mississippi for maintenance) situated upon the Property by the Members and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member; and

(b) the right of the Association to suspend any Member's voting rights and any Member's rights to use the Common Areas and community facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not exceeding sixty (60) days for any infraction of any of the published rules and regulations of the Association; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any 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 two-thirds (2/3rds) of each class of the then Members of the Association consent to such dedication, transfer, purpose and conditions, at a special meeting of the Members duly called for such purpose or an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of Members has been recorded.

Supp Dec Cov
For Assignment See Book 613 Page 219
12-19-90 *CPW PT 2 F 60121*
J. B. Barlow, Chancery Clerk
R. Hodwin D.C.

For Assignment See Book 613 Page 223
12-19-90 *CPW PT 2 F 60142*
J. B. Barlow, Chancery Clerk
R. Hodwin D.C.

Supp Dec Cov.
For cancellation see Book 713 Page 574
10-10-94
Murphy Adkins, Chancery Clerk
J. J. [Signature] D.C.

Supplement
For cancellation see Book 855 Page 20
11-19-98
Murphy Adkins, Chancery Clerk
R. [Signature] D.C.

Supplement
For Assignment See Book 985 Page 188
6-21-02
Murphy Adkins, Chancery Clerk
R. [Signature] D.C.

Amended & Woodland Glen
Supplementary Dec of Covenants / Restrictions
FOR CANCELLATION SEE BOOK 2005 PAGE 2326 f 3 -
WG-1-38 11/7/05
MURPHY ADKINS, CHANCERY CLERK
A. [Signature] D.C.

D.C.
[Signature]
Murphy Adkins, Chancery Clerk
9-4-92

For Assignment See Book 653 Page 236
[Signature]

REC-501 THE 057

(d) the right of the Association, in accordance with its Charter of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and community facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Common Areas and community facilities, provided, however, that no such borrowing shall be done and no such mortgage shall be executed unless and until same has been approved by the vote of at least two thirds (2/3rds) of each Class; and

(e) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provisions of this Declaration; and

(f) the right of the Association to adopt reasonable rules respecting use of the Common Areas and community facilities to reasonably limit the number of guests of Members who may use any facilities on the Property; and

(g) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Developers or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and community facilities; and

(h) the right of the Association, acting by and through its Board of Directors, to open the Common Areas and community facilities, or any portions thereof, to a wider group of persons, all for such purposes and on such bases as the Board of Directors may from time to time consider appropriate; and

(i) the rights of the Owners of Lots to perpetual easements over and upon any of the Common Areas and community facilities for such portions of their dwellings that may overhang or otherwise encroach upon any of the Common Areas or community facilities, for support, for the purpose of necessary repairs and maintenance, for maintenance of reasonable appurtenances to the dwellings, and for reasonable ingress and egress to and from any dwelling through and over the Common Areas and community facilities; and

(j) the right of each Member to use the streets, roadways, and vehicular parking areas situated upon the Common Areas and community facilities; provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of

this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas and community facilities.

(k) the right to dedicate or grant to Rankin County or such other governmental authority having jurisdiction over the Property, the streets and right-of-ways as shown on the recorded plat of The Communities of Castlewoods and all additions thereto as annexed pursuant to the provisions of this Declaration. In the event that said streets and right-of-ways have not been dedicated to Rankin County or the governmental authority having jurisdiction over the property the Association shall have the right to dedicate said streets and right-of-ways to such governmental authority at such time that such authority will accept the dedication thereof and agree to maintain the streets and right-of-ways as public streets.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in sub-paragraphs (i) and (j) of Section 1 of this Article II for any reason whatsoever.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family who reside permanently with him, his tenants, or contract purchasers who reside on the Property and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

(b) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Class C parcel and who elects to become and properly qualifies as a member; provided however, that any owner of a subdivided Lot that qualifies as a Class C parcel who desires to subject such Lot to the provisions of this Declaration may do so in writing on forms provided by the Association and such Lot shall be annexed to this Declaration and shall be subject to all the terms and conditions as herein

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provided and the owner of said Lot shall then be classified as a Class A member for all purposes. No person mentioned in this subparagraph (b), except for a Class C member that has become a Class A member pursuant to this subparagraph (b), shall become a member until he has agreed in writing to be bound by the Declaration, the Charter and By-laws of the Association and has agreed in writing to perform and discharge properly all obligations incidental to membership. Any person mentioned in this subparagraph (b) shall remain a member only for so long as he shall pay in full, promptly, as and when due, the amount fixed as his annual maintenance assessment for the then current assessment year, or, the amount fixed as each installment of such annual maintenance assessment if the Board of Directors has authorized payments in installments, and only for so long as he shall pay in full promptly, as and when due, any special maintenance assessments levied pursuant to this Declaration. The expression "owner of record of the fee title to a Class 'C' parcel" shall include a contract seller of any such parcel, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

Section 2. Voting Rights. Each Member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the Members shall be as follows, to-wit:

(a) Class A Members. Each person, other than persons herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot which is subject to this Declaration shall be a Class A Member of the Association. Class A Members shall be entitled to one vote for each Lot owned.

(b) Class B Members. Each of the persons herein defined as "Declarant," and the nominee or nominees, if any, of each such person, shall be Class B Members of the Association. Class B Members shall be entitled to three votes for each Lot owned until October 31, 1990, at which time all Class B memberships shall cease and be converted to Class A memberships.

(c) Class C Members. Each person described in subparagraph (b) of Section 1 of this Article III who elects to become and properly qualifies as a member shall be a Class C Member of the Association. Class C Members shall be entitled to one vote for each Class C parcel owned.

Section 3. Memberships Appurtenant to Real Property. In every case, the membership of both Class A and 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 4. Termination and Reinstatement of Class B Members. If on any one or more occasions all Class B memberships should terminate, and if after any such termination any one or more of the Declarants, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarants as Class B Members shall be fully reinstated, and following each such occasion the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members until such time as the total votes outstanding of Class A and Class B Members resulting from the newly added property has been equalized. At such time, the Class B membership resulting from such addition shall cease and be converted to Class A memberships. Following each such reinstatement of the Class B memberships, and for so long thereafter as the Class B memberships shall continue to exist, the Declarants, and the nominee or nominees, if any, of the Declarants, shall have all rights and powers of Class B membership, as herein prescribed.

Section 5. Other Voting Provisions. If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

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

(a) Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual maintenance assessments or charges for purposes set forth in Article IV, Section 2 and (2) special assessments for capital improvements as set forth in Article IV, Section 4 such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot

against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

(b) Each person who is eligible to become and who elects to become a Class C Member of the Association, prior to being admitted as a Class C Member, shall pay in full to the Association, as an annual maintenance assessment, a sum equal to such person's proportionate share of the amount required by the Association, as estimated by the Board of Directors, to meet its annual expenses, including but in no way limited to the expenses enumerated in Section 2 of this Article IV; provided, however, that the Board of Directors in its discretion may permit Class C Members to pay their annual maintenance assessment in two or more equal or unequal installments, and may fix the due dates of such installments, and if the Board of Directors shall have authorized installment payments, then each person who is eligible to become and who elects to become a Class C Member of the Association, prior to being admitted as a Class C Member, shall pay in full the then due installment or installments of his annual maintenance assessment for the then current assessment year; and provided further, however, that if a particular person was not a Class C Member during the preceding assessment year and shall elect to become a Class C Member assessment to the beginning of the then current assessment year, the Board of Directors in its discretion may reduce, but not more than proportionately, the amount which such person shall be required to pay as his annual maintenance assessment for the remaining portion of the then current assessment year, and if that be done, such person shall be required to pay only the reduced amount.

(c) Any Class C Member shall lose all membership rights in the Association if he shall fail to pay in full, on or before the date when due, his annual maintenance assessment for the then current assessment year, or each installment thereof if the Board of Directors has authorized payment in installments, and any special maintenance assessment levied pursuant to this Declaration while he is a Class C Member; provided, however, that any such person failing to do so may reinstate as a Class C Member if (i) he first pays in full all amounts then owed and due on his annual maintenance assessment and any special maintenance assessment and (ii) he meets, or has met, all of the requirements for a Class C Membership, and (iii) the Board of Directors in its discretion approves his reinstatement as a Class C Member. Each person who makes application to become a Class C Member of the Association, by doing so, shall be deemed to covenant and agree to pay promptly, as and when due, his annual assessment, or each

installment thereof if the Board of Directors has authorized payment in installments, for the then current assessment year and each succeeding assessment year during which he continues to be a Class C Member, and shall be deemed to covenant and agree to pay promptly, as and when due, any special maintenance assessment levied pursuant to this Declaration while he is a Class C Member. Any Class C Member may prepay any maintenance assessment or installment thereof without premium or penalty. The maintenance assessment, both annual and special, for Class C Members shall be equal in an amount to those for Class A Members.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of the Common Area; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of the Common Area, including but in no way limited to the following:

(a) the amount of all operating expenses for operating the Common Areas and Common Facilities and furnishing the services furnished to or in connection with the Common Areas and Common Facilities, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the Common Areas and Common Facilities, including fees paid to any managing agents; and

(c) the amount of all taxes and assessments levied against the Common Areas and Common Facilities; and

(d) the cost of fire and extended coverage and liability insurance on the Common Areas and Common Facilities and the cost of such other insurance as the Association may place in force with respect to the Common Areas and Common Facilities; and

(e) the cost of garbage and trash collection to the extent provided by the Association, and of utilities, including street lighting over and above that provided by Rankin County, and other services which may be provided by the Association, whether for the Common Areas and Common Facilities or for the Lots, or both; and

(f) the cost of maintaining, replacing, repairing and landscaping the Common Areas and Common Facilities (including, without limitation, the cost of maintaining, replacing and repairing the irrigation systems, sidewalks, streets, other than those accepted by Rankin County, Mississippi for maintenance, and open areas in the Property, and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of maintaining the areas outside of the paved streets and within the right-of-ways designated to Rankin County, Mississippi for street and drainage purpose, which care and maintenance shall be greater than that provided by Rankin County and substantially to the same degree of that performed on similar portions of the Common Area.

(h) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacement.

Section 3. Maximum Annual Assessment. Until January 1, 1989, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot.

(a) From and after January 1, 1989, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1989, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments.

(a) Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association 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 capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) Special Assessments for Willful or Negligent Acts.

Upon an affirmative vote of two-thirds (2/3) of each class of Members in interest, voting in person or by proxy at a meeting duly called for such purpose the Association may levy special assessments against individual Lot Owners, for reimbursement for repairs occasioned by the willful or negligent acts of the Lot Owners and not ordinary wear and tear.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast

sixty percent (60%) of all 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Annual and Special Assessments.

Both annual and special capital assessments must be fixed at a uniform rate for all Lots payable as set forth in Section 4 above. Unless two-thirds (2/3) of each class of Members and their respective first mortgagees (and if their interest be affected, the Federal National Mortgage Association, Federal Housing Administration and the Veterans Administration) have given prior written approval, the Board of Directors of the Association shall not change the pro rata interest or obligations of any Lot (or owner thereof) for the purposes of levying annual and special capital assessments and charges. The Association may add to the assessments to an individual Lot Owner such additional maintenance expense as may be required to care for such Owner's yard to the extent the extra expense is due to special or extraordinary landscaping beyond that which is normal among the other owners.

Section 7. Date of Commencement of 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 Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. A sum equal to one-twelfth of such person's annual assessment shall be paid to the Association each month, in advance.

Section 8. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every owner subject thereto.

(c) The Board of Directors shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated

to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

(b) The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days, pursuant to Article XIV, Section 7 of this Declaration.

(c) If any assessment or part thereof is not paid within forty (40) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum interest rate per annum which can be charged to individuals and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereof after giving Notice to the holder of any Recorded First Mortgage as set out in Article XV. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

Section 10. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and community facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into such fund shall be conclusively deemed to be a common expense of the

Association, and all such amounts may be deposited in any banking institution, the accounts of which are insured by an agency of the United States, or, in the discretion of the Board of Directors, may be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Areas and Common Facilities may be expended only for the purpose of affecting the replacement of the Common Areas and common facilities, for major repairs to any sidewalks, parking areas, streets or roadways on the Property, for equipment replacement, and for startup expenses and operating contingencies of a non-recurring nature relating to the Common Areas and common facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of each Member in any such reserves shall be considered an appurtenance to his Lot, and shall not be withdrawn, assigned or transferred separately from or otherwise than as an appurtenance to the Lot to which it appertains, and shall be deemed to be transferred with such Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any Recorded 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 became 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.

Section 12. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All areas unplatted or reserved by the Declaration on the recorded plat of the Property.

ARTICLE V.

GENERAL POWERS AND DUTIES OF BOARD
OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have power and authority to do all acts and things except those which by law or by the Declaration or by

the Charter or by these By-Laws may be exercised and done only by the Members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditure of assessments and carrying charges from the Members, and for the filing and enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide services on the project in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the Members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and with the provisions of these By-Laws and the Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the then current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in the manner provided for in these By-Laws; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of these By-Laws, and to otherwise improve the Common Areas and community facilities; and

(h) To lease and to grant licenses, easements, rights-of-way, and other rights of use in all or any part of the Common Areas and community facilities; and

(i) To purchase Lots and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration.

(j) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "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 shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

ARTICLE VI.

INSURANCE

(a) The Association shall obtain fire and extended coverage and comprehensive public liability insurance in such limits, form and companies, as the Board shall deem advisable to adequately insure the Common Areas and Common Facilities and protect the Owners from and against liability in connection with the Common Area; provided, however, that such coverage shall not be less than One Hundred Thousand Dollars for each personal injury, Three Hundred Thousand Dollars for each occurrence and One Hundred Thousand Dollars in property damage.

(b) All costs, charges and premiums for all insurance authorized by the Board as provided herein shall be a common expense of all Owners and a part of the assessment.

(c) Each Owner shall keep his residence insured at all times for its full replacement value against losses due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage upon request.

(d) Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the properties; and for his personal liability insurance.

ARTICLE VII

AD VALOREM PROPERTY TAXES

Each Owner shall be responsible for and promptly pay ad valorem taxes on his Lot. The Association shall pay the ad valorem taxes on the Common Area and Common Facilities.

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ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL REVIEW (a) No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the proposed plans and specifications showing the nature, kind, shape, height, materials, exterior color or finish, (plot plan showing the proposed location of such building or structure, drives and parking areas), landscape plan, and constructor schedule shall have been submitted to and approved in writing by the Architectural Review Committee, composed of five (5) or more representatives. So long as the Declarant owns any property subject to this Declaration, three (3) of the representatives shall be appointed by the Declarant; the two (2) remaining representatives shall be appointed by the Board. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Architectural Review Committee.

(b) Two (2) copies of all plans and related data shall be furnished the Architectural Review Committee. One copy shall be retained by the committee and the other copy shall be retained by the Property Owner or Builder marked "Approved" or "Disapproved". Approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(c) No approval of plans and specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The Board or Committee may require payment of a cash fee, as established from time to time by the Board, to partially compensate for the expense of reviewing plans or related data, at the time they are submitted for review. This paragraph shall not apply to any Property utilized by a governmental agency or institution.

(d) Refusal of approval of plans, specification, or location may be based by the Architectural Review Committee upon any ground, including purely aesthetic considerations, so long as

they are not arbitrary and capricious. Neither the board or the Architectural Review Committee shall be liable to a Property Owner or to any other person on account of any claim, liability or expense suffered or incurred by or threatened against a Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities whether given, granted or withheld.

Section 2. Rules and Regulations, etc. The Architect Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architect styles or details, colors, setbacks, materials or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or any policy, standard or guideline established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors, and upon written request, such members shall be entitled to a hearing before the Board of Directors.

Section 3. Certain Controls. (a) To implement effective insect, reptile, and fire ant control, and vegetation and trash control, the Declarant or the Association, and their heirs, successors, assigns and agents, have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on all such property which in the opinion of the Declarant or the Architectural Control Committee distracts from the overall beauty, setting and safety of the Property. The cost of this vegetation and trash control shall be kept as low as reasonably possible and shall be paid by the respective Property Owner. Such entry shall not be made until thirty (30) days after such Property Owner has been notified in writing for the need of such work and unless such Property Owner fails to perform the work within said thirty (30) day period.

(b) The provisions of this section shall not be construed as an obligation on the part of the Declarant or the Association to mow, clear, cut or prune any property, to provide garbage or trash removal services to perform any grading or landscaping work, construct or maintain erosion prevention devices, or to provide water pollution control on any privately owned property.

(c) Entrance upon Property pursuant to the provisions of this section 3 shall not be deemed trespass. The rights reserved unto the Declarant and the Association in this section shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purpose of this Declaration.

ARTICLE IX.

COMMON AREA REGULATIONS

Section 1. Regulations. The use of the Common Areas and Common Facilities by the property owners, their guests, invitees, and employees, shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association.

ARTICLE X.

EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the Property are reserved by Declarant for itself, its successors and assigns and each Owner. Full rights of ingress and egress shall be had by Declarant and its successors and assigns and each Owner at all times over the Property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Such rights shall include right of entry into any Lot.

Perpetual, alienable and releasable easements for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage and other public conveniences and other utilities in said Common Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical

and safe utility installment and to maintain reasonable standards of health, safety and appearance.

Section 2. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

Section 3. Common Drive or Driveway and Walkway Easements. Declarant hereby creates for the Owners of all Lots, a perpetual non-exclusive easement for pedestrian traffic over and across the walkway, bike and jogging trails or ways, as may be dedicated as such on the plat or plats on any of the properties now or hereafter subject to this Declaration.

ARTICLE XI.

USE RESTRICTIONS

The Property shall be subject to the following use restrictions:

Section 1. Use of Lots and dwellings. Except as permitted by Section 9 hereof, each Lot and dwelling shall be used for residential purposes only, and no trade and business of any kind may be carried on therein. The use of a portion of a dwelling as an office by the Declarant or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any Lot or dwelling be used as a storage area for any building contractor or real estate developer. Lease or rental of a dwelling for residential purposes shall not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire dwelling and all the improvements thereon, (ii) is for a term for at least six (6) months, and (iii) is otherwise in compliance with the rules and regulations as may be promulgated and published from time to time by the Board of Directors. All leases shall be required to be in writing, and prior to commencement of any such lease, the Property Owner shall provide the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Notwithstanding any provisions in this Section 1 to the contrary, Declarant, its successors or assigns, if the right is so transferred by the Declarant, shall have the

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perpetual right to designate in writing to the Association from time to time dwellings in the development which may be leased for such period of time as the Declarant shall determine, including daily and weekly rentals, and for these dwellings, Declarant shall not be required to supply copies of the leases therefore to the Association.

Section 2. Exterior Appearances. (a) Any unenclosed garages must be adequately screened from street views. Further, no foil or other reflective materials shall be permitted. When not in use, all garage doors shall be kept closed. No projections of any type shall be placed or permitted above the roof of any improvement except approved chimneys or vents or other objects as may be approved by the Architectural Review Committee.

(b) Each Property Owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Architectural Review Committee prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

Section 3. Signs. Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within any windows, on the exterior of any windows located within the development or elsewhere or any portion of the property by anyone, including, but not limited to, the Property Owner, a Realtor, real estate agent, contractor, or sub-contractor, without the express written permission of the Architectural Review committee. The approval of any signs and posters, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name and/or one number plate, not exceeding 120 square inches and if for sale purposes such signs shall not exceed six square feet in area and shall be subject to the right of the Architectural Review Committee to restrict color and content. Notwithstanding the foregoing, the restrictions of this Section 3 shall not apply to Declarant, his agents or assigns, so long as Declarant shall own any of the Lots. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on

any portion of the Common Area and within those easement areas established under the Declaration.

Section 4. Other Buildings and Vehicles. No tent, mobile home, trailer, barn or other similar outbuilding or structure shall be placed on any Lot or on any other area at any time, either temporarily or permanently. Each owner shall provide for parking for at least two automobiles per family for each dwelling owned or maintained by such owner. All automobiles owned or used by owners or occupancies other than temporary guests and visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street view. The Board of Directors shall have authority to promulgate rules and regulations to govern the outside storage or parking upon any Lot, dwelling or within any portion of the Common Areas, (other than areas provided therefore within the Common Areas, if any) of motor homes, tractors, trucks, (other than pickup trucks) commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices. No owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot, dwelling, or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Declarant hereby reserves the right (without any obligation to do so) to designate within the additional Property a parking area for boat trailers, motor homes or similar vehicle.

Section 5. Unsightly conditions and nuisances. It shall be the responsibility of each Property Owner and tenants thereof to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property. Nor shall any nuisance or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot dwelling or any part of the Common Areas, and each owner, his family, tenants, invitees, guests, servants and agents shall refrain from any act or use of a Lot, dwelling or the Common Areas which would cause disorderly, unsightly or unkempt conditions or which would cause embarrassment, discomfort, annoyance or nuisance to the occupants of other

portions of the Property or which would result in a cancellation of any insurance from any portion of the Property or which would be in violation of any law, governmental code or regulation. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells, or other sound devices except security and fire alarm devices used exclusively for such purposes shall be located, used, or placed within the Property. Any owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property shall be liable to the Association for the actual costs or removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of that portion of the assessment next becoming due to which the owner and his Lot are subject.

Section 6. Antennae. No television antennae, satellite dish, radio receiver or similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with reception or other signals within the Property; provided however, that Declarant and the Association shall not be prohibited from installing equipment necessary for master antennae, security cable television, mobile radio, or other similar systems within the Property and should cable television services be unavailable, and adequate television reception not be otherwise available, then an owner may make written application to the Architectural Review Committee for permission to install a television antennae.

Section 7. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither these or any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structure or grounds of any Lot shall be located, directed or of such intensity to affect adversely the nighttime environment of any adjoining Property.

Section 8. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot, or in the Common Area, except dogs, cats, birds or other household pets which may be kept in dwellings, pursuant to such rules as the Association acting through its Board may adopt by the Association from time to time.

Section 9. Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and his agents, employees, heirs and assigns to maintain and carry on such facilities and activities as may be

reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or dwellings or the development of Lots, dwellings, Common Areas and the additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices and dwellings as may be approved by the Declarant from time to time, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section 9 shall be subject to Declarant's approval. The right to maintain and carry on such facilities shall contain specifically the right to use dwellings as model residences, and to use any dwellings as office for the sale of Lots and/or dwellings, and for related activities.

Section 10. Trespass. Whenever the Association and/or the Declarant is permitted by the Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

Section 11. Subdivided. No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and the Declarant so long as Declarant owns any Lots subject to the Declaration however, the Declarant hereby expressly reserves unto itself, its successors, or assigns the right to replat any Lot or such Lots owned by it, shown on the plat of any subdivision within The Communities of Castlewoods and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of said replatted Lots. The provisions of this Section 12 shall not prohibit the combining of two or more contiguous Lots into one larger Lot or making two Lots out of three or more contiguous Lots, provided that each of the resulting Lots are larger and contain a minimum Lot frontage equal to or greater than their original frontage on the Lot having the least frontage before combining said Lots or portions thereof. Only the exterior boundary lines of the resulting larger lot(s) shall be considered in the interpretation of these covenants.

Section 12. Certain Construction Rights. The Declarant expressly reserves to itself, its successors, and assigns and any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, or expanse across any natural or man made canals, creeks, riding trails, paths, or lagoons in the Property or to convert or use any portion of a Lot as a street and dedicate same to Rankin County and to combine the remaining portion or portions of the lot with another lot or lots. Nothing in this section shall be construed as placing an affirmative

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obligation to the Declarant to provide or construct any such improvement.

Section 13. Compliance. (a) In the event of a violation or a breach of any other restrictions contained in this Declaration by any Property Owner, or agent of such Property Owner, other property owners, or in any event, jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated to proceed at law or in equity to compel a compliance to the term hereof or to prevent the violation of any breach in any event.

(b) In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated, whenever there shall have been built at any place on the Property any structure which is in violation of these restrictions, to enter upon the Property upon which such violation exists and similarly abate or remove the same at the expense of the Property Owner if, after thirty days written notice of such violation, it shall not have been corrected by the Property Owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorney fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass.

(c) The failure to enforce any rights, reservations, or restrictions contained in this Declaration, however long continued shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE XII.

RULE MAKING

Section 1. Rules and Regulations. (a) Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, dwellings and the Common Areas and facilities located thereon. Particularly and without limitation, the Board of Directors may promulgate from time to time rules and regulations which will govern activities which may, in the judgement of the Board of Directors, be environmentally hazardous, such as the application or fertilizers and pesticides and other chemicals.

(b) Subject to the terms and provisions of this Declaration the Board of Directors may establish rules and regulations, fees

and charges from time to time pertaining to use of the recreational area and amenities as are now and hereinafter located in the Common Areas.

ARTICLE XIII.

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The Property. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) By filing of record a Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions, and Restrictions of this Declaration to such Property or properties; provided, however, that such other Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties but which are not generally inconsistent with the concept of this Declaration, provided, however, in no event shall such Supplementary Declaration otherwise modify the covenants established by this Declaration for the existing Properties.

(b) Additional land lying in Sections 20, 21, 22, 27, 28 and 29, Township 6 North, Range 3 East, Rankin County, Mississippi, now or hereafter owned by Declarant, may be annexed by the Declarant without the consent of Members within 20 years of the date of this Declaration.

(c) No other residential Property and Common Area may be annexed to the properties without the consent of two-thirds (2/3rds) of each class of Members and such consent as required by Section 9 of Article XIV.

(d) Any additions made pursuant to this Section 2, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added and grant to all Owners all Property rights set forth in Article II of this Declaration to all properties now or hereafter annexed.

(e) The covenants, conditions and restrictions of this Declaration shall not affect or apply to any of the real Property described in this Section unless and until such Property or a portion thereof is annexed by this Declaration pursuant to and in compliance with the provisions of this Section 2 of Article XIII. Upon a merger or consolidation of the Association with another Association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or,

alternatively, the properties, rights and obligations of another Association may, (by operations of law, be added to the properties, rights and obligations of another Association) be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration except as hereinafter provided.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of 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 Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Office of the Chancery Clerk of Rankin County, Brandon, Mississippi, after which time said covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of the Owners has been recorded in the Deed Records, in said Chancery Clerk's Office agreeing to abolish the said Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. (a) Notwithstanding Section 1 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be amended and/or changed in part with the consent of two-thirds (2/3rds) of the then members of each class if amended and/or changed during the twenty-five (25) year period of this Declaration, and thereafter said Covenants may be amended or terminated with the consent of fifty-one percent (51%) of the Lot Owners, and in each case such amendment shall be evidenced by a document in writing bearing the signatures of such Owners,

(b) Notwithstanding anything in this Declaration to the contrary, prior to the sale of a Lot by Declarant, any and all provisions of this Declaration may be amended or terminated by recordation of a written instrument signed by the Declarant setting forth such amendment or termination.

(c) Subsequent to the sale of a Lot, and prior to the time that all Lots subject to the Declaration and all land located in the Additional land has been sold, conveyed or released from this Declaration, Declarant hereby reserves and is hereby granted the right and privilege to amend this Declaration without the consent of the Association, any Owner or mortgagee for the purpose of: (i) complying with the ordinances of Rankin County, the laws of the State of Mississippi, or any governmental authority having regulation over said Property and any record first mortgagee; or (ii) inducing any of such agencies or entities to make, purchase, sell, insure or guarantee first deeds of trust on any Lots; (iii) adding additional lands to the existing Property pursuant to the provisions of Article XIII; and (iv) making such other amendments as Declarant may be expressly entitled to hereunder.

All amendments, if any, shall be recorded in the Office of the Chancery Clerk of Rankin County, Mississippi.

Section 3. Enforcement. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure 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.

Section 4. 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.

Section 5. 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 6. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 7. Notices to Mortgagees. Notwithstanding any provision herein to the contrary, the holder(s) of a Recorded First Mortgage on any Lot is entitled to, and shall receive, written notification from the Association of any default by the respective mortgagor/owner in the performance of such mortgagor's/owner's obligation(s) as established by this Declaration.

Section 8. Consent of Holders of First Deed of Trust and Federal National Mortgage Association. During any period when any Lot in the Property is encumbered by a Recorded First

Mortgage, the Owners, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of all outstanding Recorded First Mortgages, and if their interests be affected, the Federal National Mortgage Association:

(a) Abandon, partition, subdivide, encumber, sell or transfer any of the Common Area provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Owners shall not be considered an encumbrance, sale or transfer within the meaning of this Subsection;.

(b) Abandon or terminate this Declaration; or

(c) Modify or amend any material or substantive provision of this Declaration.

(d) Annex additional properties other than Additional land as authorized by Article XIII, Section 2; or merge or consolidate the Association.

Section 9. Additional Rights of Mortgagees - Notice.

(a) The Association shall promptly notify the holder of the Recorded First Mortgage on any Lot as to which any assessment levied pursuant to the Declaration, or any installment thereof, shall become and remain delinquent for a period in excess of sixty (60) days, and the Association shall promptly notify the holder of the Recorded First Mortgage on any Lot as to which there is default by the Owner with respect to performance of any other obligation under this Declaration which remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any Recorded First Mortgage on any Lot, and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure. Also, any failure to give any such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities for liens as specified in Article IV hereof.

(b) No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the Recorded First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

(c) Any holder of a Recorded First Mortgage on any Lot upon the Property may pay any taxes, utility charges or other charges levied against the Common Area which are in default and which may or have become a charge or lien against any of the Common Area. Any holder of a Recorded First Mortgage who advances any such

payment shall be due immediate reimbursement of the amount so advanced from the Owners.

(d) No mortgagee and no beneficiary or trustee under a deed of trust shall become personally liable for or obligated for any unpaid maintenance fund assessment.

(e) No amendment to this Declaration shall affect the rights of the holder of any Recorded First Mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

(f) The holders, insurers or guarantors of any first mortgage on a lot in the property will, upon request, be entitled to: (i) inspect the books and records of the property during normal business hours; (ii) receive an annual audited financial statement of the project within ninety days following the end of any fiscal year of the project; (iii) written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings; and (iv) current copies of this Declaration, the Bylaws of the Association and all other rules concerning the project.

Section 10. 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 in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 11. Record of Mortgage. Any owner who mortgages his unit shall notify the Association of such fact and shall furnish the Association the name and address of his mortgagee and a copy of his mortgage held by such mortgagee. The mortgagee shall be entitled to notify the Association that such mortgagee holds a mortgage on a lot. The Board of Directors shall maintain such information in a book entitled "Holders of Recorded First Mortgages"

Section 12. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If deliver is by mail, it shall be deemed to have been delivered forty-eight hours after a copy of the same has been deposited in the United States mail, post pre-paid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided, however, that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

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ARTICLE XV.

DECLARANT'S RIGHTS AND RESERVATIONS

Section 1. Declarant's Rights and Reservations. No provisions in the Charter, By-laws or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portions of the Property, or to complete improvements or refurbishments (if any) to and on the Common Area or any portion of the Property owned solely or particularly by Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements or add future phases in the course of development of the Communities of Castlewood, pursuant to Article XIII, Section 2 of this Declaration as Declarant deems advisable in the course of 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 his business for completing the work and disposing of the lots by sale, lease or otherwise. Each Owner by accepting a deed 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. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a lot by a purchaser from Declarant to establish on that lot, Common Areas, additional licenses, easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the property. The Declarant need not seek or obtain Board approval of any improvement constructed or placed by Declarant on any portion of the Property. The rights of Declarant under this Declaration may be assigned by Declarant to any successor and any interest or portion of Declarant's interest in any portion of the Property by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as Declarant of the Communities of Castlewoods will be required before any amendment to this Article shall be effective while Declarant owns a lot. Declarant shall be entitled to the non-exclusive use of the Common Area and Green Area, without further cost, for access, ingress, egress, use and enjoyment, in order to show the Property to his prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area which comprises drives or walkways for the

purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property. Each Owner hereby grants, by acceptance of the deed to this lot, an irrevocable, special power of attorney to Declarant to execute and record all documents, maps or plats necessary to allow Declarant to exercise his rights under this Article. This Article shall be applicable for so long as the Declarant owns any portion of the Property.

IN WITNESS WHEREOF DECLARANT HAS CAUSED this instrument to be duly executed on the day and year first above mentioned.

DECLARANT
MCFS CORP.

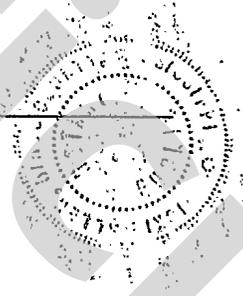
BY: Larry W Edwards
Larry W Edwards, President

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named LARRY W. EDWARDS, personally known to me to be the President of the within named MCFS CORP., who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said Corporation and as its own act and deed, he being first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 29th day of January, 1985.

Douglas Allen
NOTARY PUBLIC



My Commission Expires:
My Commission Expires March 10, 1987

Castlewoods Decl.:COV010

BOOK 501 PAGE 125

EXHIBIT "A"

TRACT I:

A certain parcel of land being a part of Castlewoods 1-B, a subdivision situated in Section 20, Township 6 North, Range 3 East, Rankin County, Mississippi and being more particularly described as follows:

Commence at the Southeast corner of Lot 59, Castlewoods 1-B, a subdivision according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi, as now recorded in Plat Book 9 at Page 24; said point further being the North right-of-way line of Stonecastle Drive and the Point of Beginning of the parcel of land herein described; run thence northerly along the East line of said Lot 59, Lot 60 and Lot 61 and to a point in the East line of Lot 62 for a distance of 321.87 feet; said point also being in the West line of Lot 54; turn thence right through a deflection angle of 141 degrees 17 minutes and run southerly and along the West line of said Lot 54, Lots 55, 56 and 57 for a distance of 312.00 feet to the corner common to said Lot 57 and Lot 58; turn thence right through a deflection angle of 23 degrees 11 minutes and continue thence southerly and along the West line of said Lot 58 for a distance of 72.39 feet to the Southwest corner thereof; said point being in the North right-of-way line of the aforementioned Stonecastle Drive and in a 4.5932 degree curve to the right having a central angle of 38 degrees 43 minutes and a radius of 1,247.40 feet; turn thence right through a deflection angle of 102 degrees 11 minutes and run westerly and along the arc of said 4.5932 degree curve for a chord distance of 145.52 feet to the Point of Tangency; turn thence right through a deflection angle of 3 degrees 21 minutes and continue westerly and along said North right-of-way line of Stonecastle Drive for a distance of 69.27 feet to the Point of Beginning, containing 0.91 acres, more or less.

TRACT II

A certain parcel of land lying and being situated in Section 20, Township 6 North, Range 3 East, Rankin County, Mississippi, and being more particularly described as follows:

Commence at the Northeast corner of Castlewoods Patio Lots, Part 1, a subdivision according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi, in Plat Cabinet B, Slot 75; run thence North 84 degrees 15 minutes East for a distance of 36.86 feet to the Point of Beginning of the parcel of land herein described; run thence North 84 degrees 15 minutes East for a distance of 74.0 feet; run thence South 03 degrees 55 minutes East for a distance of 77.25 feet; run thence South 88 degrees 32 minutes 54 seconds West for a distance of 73.0 feet; run thence North 04 degrees 44 minutes West for a distance of 71.75 feet to the Point of Beginning, containing 5,471.62 square feet or 0.1256 acres, more or less.

TOGETHER WITH a certain easement for the purpose of ingress and egress being situated in Section 20,

Township 6 North, Range 3 East, Rankin County, Mississippi, and being more particularly described as follows:

Commence at the Northwest corner of Castlewoods Patio Lots, Part 1, a subdivision according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi, in Plat Cabinet B, Slot 75; said point being on a 3.3497 degree curve to the right having a central angle of 15 degrees 45 minutes and a radius of 1710.42 feet; run thence northerly along said 3.3497 degree curve having a chord bearing of North 02 degrees 20 minutes 09 seconds West and a chord distance of 67.13 feet to a point on the West right-of-way line of Bradford Drive (as now laid out and in use January, 1986); said point also being the Point of Beginning of the centerline of a 25 foot wide easement; run thence North 86 degrees 37 minutes East for a distance of 84.31 feet; run thence North 77 degrees 06 minutes 32 seconds East for a distance of 50.0 feet; run thence North 70 degrees 16 minutes 51 seconds East for a distance of 50.0 feet; run thence North 59 degrees 00 minutes 00 seconds East for a distance of 50.0 feet; run thence North 41 degrees 18 minutes 00 seconds East for a distance of 50.0 feet to the Point of Terminus of the herein described centerline of a 25 foot wide easement and the Point of Beginning of the centerline of an 18 foot wide easement; run thence South 41 degrees 33 minutes 00 seconds East for a distance of 56.15 feet; run thence South 41 degrees 46 minutes 40 seconds East for a distance of 10.50 feet; run thence South 53 degrees 18 minutes 29 seconds East for a distance of 25.0 feet; run thence South 68 degrees 58 minutes 00 seconds East for a distance of 25.0 feet; run thence South 80 degrees 02 minutes 00 seconds East for a distance of 27.40 feet to the Point of Terminus of the herein described 18 foot wide easement and the Point of Beginning of the centerline of a 12 foot wide easement; run thence South 04 degrees 44 minutes East for a distance of 118.93 feet to the Point of Terminus of the centerline of the herein described 12 foot wide easement.

Legal MCFS:FTS001

RANKIN COUNTY MS
THIS INSTRUMENT
WAS FILED FOR
RECORD

86 2-12 AM 8:30
IN B 501 P 92
IRL DEAN RHODES, CHY. CLK.
BY smc D.C.

