

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR NORTH BRANDON SHORES

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 PROPERTIES INCLUDED	3
1.01. Property Subject to Declaration	3
SECTION 2 COVENANT OF COMPLIANCE BY OWNERS	3
2.01. Covenant to Comply	3
2.02. Prohibited Ownership	3
2.03. Conveyance or Lease of Property	3
SECTION 3 NORTH BRANDON SHORES HOME OWNERS ASSOC.	4
3.01. Membership	4
3.02. Voting Rights	4
3.03. Delegation of Membership and Voting Rights	4
3.04. Absentee Owners	4
3.05. Board of Directors	4
3.06. Disagreements Between Members	5
3.07. Disagreement with Board of Directors	5
3.08. Rules and Regulations	5
3.09. Responsibility for Lake Maintenance	5
SECTION 4 COVENANT FOR ASSESSMENT	5
4.01. Creation of the Lien and Personal Obligation for Assessments	5
A. Initial Assessments	5
B. Regular Annual Assessments	5
C. Assessment Purpose	6
4.02. Annual Budget	6
4.03. General	6
4.04. Assessments Are Not Dues	6
4.05. Notice of Assessments	6

4.06. Effect of Non-Payment of Assessments: Remedies of the Association	7
4.07. Subordination of Lien to Mortgages	7
4.08. Ad Valorem Property Taxes	8
4.09. Management Agent	8
4.10. Limitation of Liability	8
SECTION 5 LAKE AND DAM MAINTENANCE EASEMENTS	9
5.01. Reservation of Easement Rights by the Developer and Association	9
5.02. Lake Easement	9
SECTION 6 LAND USE, BUILDING REGULATIONS AND ARCHITECTURAL CONTROL	10
6.01. General	10
6.02. Excluded Uses	10
6.03. Minimum Lot Size	10
6.04. Architectural Control	10
A. Architectural Committee	10
B. Plan Submission	10
C. Plan Approval	10
D. Time Limit on Plan Approval	11
E. Alteration of Plans	11
F. Square Foot Requirements	11
G. Exterior Elevation Duplication	11
H. Driveway and Parking	11
I. Garages	11
J. Setback Distances	12
K. Outbuilding Setback Distances	12
6.05. Trash	12
6.06. Construction Material Storage	12
6.07. Temporary Structures and Large Vehicle Storage	12
6.08. Garage or Outbuilding Residence Use	12
6.09. Lot Upkeep	12
6.10. Clothes Line and Laundry	12

6.11. Unacceptable Residences	13
6.12. Street Parking	13
6.13. Satellite Dishes	13
6.14. Ownership of Multiple Adjacent Lots	13
6.15. Antennas and Towers	13
6.16. Sign Restrictions	13
6.17. Annoyance or Nuisance Trade or Activity	13
6.18. Animals	13
6.19. Sewage Disposal	14
6.20. Abandoned Vehicles, etc.	14
6.21. Easements	14
6.22. Utility Title and Easements	14
6.23. Firearms	15
6.24. Swimming Pools	15
6.25. Ponds	15
6.26. Timely Construction Completion	15
6.27. Construction in Lake	15
6.28. Pier Size Limitations	15
6.29. Fencing	15
6.30. Additional; Deed Restrictions	15
6.31. Survival of Restrictions and Covenants	15
6.32. Silt Fences	16
6.33. Temporary Storage	16
6.34. Garage Sales	16
SECTION 7 USE OF LAKE AND BOATING REGULATIONS	16
7.01. Lake and Common Area	16
7.02. Lake Use and Responsibilities	16
7.03. Easement of Light, Air and View	16
7.04. Regulating the Use of the Lake	16
7.05. Impoundment	17
7.06. Use of Lake Water	17
7.07. Lake Water Level	17

7.08. Lake Maintenance	17
7.09. Use and Protection of Lake	17
7.10. Lake Use and Responsibilities of Owners	18
7.11. Lake Access	18
7.12. Governing Regulations for Lake Use	18
7.13. Permitted Boats	18
7.14. Boat Decals	18
7.15. Type and Number of Boats	19
7.16. Boat Launch Area Restrictions	19
7.17. Houseboats	19
7.18. Alcohol and Drugs	19
7.19. Boat Operation	19
SECTION 8 FISHING REGULATIONS	19
8.01. Fishing Regulations	19
SECTION 9 GENERAL PROVISIONS	20
9.01. Enforcement	20
9.02. Construction	20
9.03. Attorney's Fees	20
9.04. Use of Lake: Developer and Association Held Harmless	20
9.05. Violation of Law	20
SECTION 10 AMENDMENTS TO COVENANTS	21
10.1. Covenants	21
10.2. Modification of Covenants	21
SECTION 11 RELEASE OF LIABILITY	21

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
NORTH BRANDON SHORES

THE ORIGINAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR NORTH BRANDON SHORES, was made on the 25th day of September, 1998, by North Brandon Estates L.L.C., a Mississippi Limited Liability Company, which shall be deemed to be the “Developer” as the word is used hereafter.

This AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR NORTH BRANDON SHORES (“the Declaration” or the “Covenants”), made on this the 9th day of July, 2004, supplants and replaces the original September 25, 1998 declaration. A vote was taken and this amended Declaration was approved in accordance with the provisions of the original declaration, recorded in Book 852 at Page 62 in the land records of Rankin County, Mississippi. The vote of the Members was 54 in favor of the Declaration, 5 opposed, and 19 abstaining.

WHEREAS, North Brandon Estates L.L.C. was and remains the owner of certain real property located in Rankin County, Mississippi, more particularly described in exhibit “A” attached hereto; and

WHEREAS, the Developer has constructed a lake named North Brandon Lake (the “Lake”) on part of the property described in Exhibits “A” and “B”, and has sold land around the Lake; and

WHEREAS, the Developer has constructed streets or roads on part of the property described in Exhibit “A” and Exhibit “B”, and has constructed all streets and roads to Rankin specifications; and

WHEREAS, the Developer has established standards making North Brandon Shores a desirable place for property ownership; and

WHEREAS, the Developer desired that each time said properties were/are sold or leased that all improvements erected thereon, whether by Developer or any other owner, shall comply with the protective covenants contained herein and any other covenants or deed provisions which might be imposed in the future, in accordance with the terms thereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of these covenants and restrictions is to enhance the charm and beauty of North Brandon Shores and its surroundings, to provide for the proper development and use of each building site within said property, to protect the owners or development from the use of other sites in a manner that will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient setbacks from the Lake and lot lines and maintain adequate free spaces between structures; to provide for maintenance and upkeep of streets and roads within North Brandon Shores and for maintenance and upkeep of North Brandon Lake; and, in general, to provide for a high quality of improvement on said property in accordance with sensible and orderly development plans; and

WHEREAS, the Developer deems it desirable, for the efficient preservation of the values and amenities of North Brandon Shores, to create an association which can and shall be assigned the powers and duties of maintaining and administering North Brandon Shores and property abutting the Lake, and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges and assessments hereinafter specified; and

WHEREAS, a non-profit and non-share corporation named North Brandon Shores Home Owners Association, Inc. ("Association") has been formed, which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties relating to the subject properties as may be specified in the corporation's bylaws; and

WHEREAS, in order to facilitate the compliance with the provisions, letter, spirit and intent of this Declaration, Developer and the Association desire that each property owner within North Brandon Shores be a member of North Brandon Shores Home Owners Association, Inc., and that the bylaws of the Association, having heretofore been properly adopted by the Members of the Association, be binding upon present and future owners; and

WHEREAS, Developer previously published and declared the terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations were deemed to run with the land described herein and which were to be a benefit and burden to Developer, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

WHEREAS, the Association having been formed and having assumed the specifically enumerated powers originally reserved for the Developer as well as those expressly outlined for the Association, the terms "Association", "Board of Directors of the Association" or the like shall be synonymous with the term "Developer" throughout the following Amended Declaration.

NOW THEREFORE, the Association does hereby publish and declare that the following amended terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and burden to the Association, its successors and assigns, and to any person acquiring or owning an interest in the

subject real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns. The approval and adoption of this Amended Declaration shall in no way be deemed to be an abrogation of the original Declaration with respect to claims and issues of any sort arising or occurring before the effective date of this Amended Declaration and any such issues and/or claims would be controlled by and under the terms of the original Declaration.

SECTION 1

PROPERTIES INCLUDED

1.01. Property Subject to Declaration. The real property, which is subject to this Declaration, is located in Rankin County, Mississippi and is more particularly described in Exhibit "A" referred to as the "Property."

SECTION 2

COVENANT OF COMPLIANCE BY OWNERS

2.01. Covenant to Comply. Every person or persons who accepts a deed to a parcel of property within North Brandon Shores or abutting North Brandon Lake, covenants, whether or not it shall be so expressed in the deed of conveyance, he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the bylaws and rules and regulations of the Association as same may be constituted and as they may be lawfully amended from time-to-time.

2.02. Prohibited Ownership. Except for Developer, or a corporation or partnership in which Developer or any of its members has an ownership interest, any homebuilder constructing or under agreement to construct a custom home for a Member or others specifically exempted from this provision at the discretion of the Board of Directors of the Association, corporations, partnerships, associations or groups of any kind may not own lots within North Brandon Shores. Lots and the improvements thereon shall be held by one individual, except that a person and his or her spouse may own a lot and improvements jointly. This provision applies to the title of a lessee as well as to the title of a fee owner. A trustee may, however, for a limited period of time because of foreclosure or other involuntary acquisition, hold title to a lot or property for up to one (1) year subject to these covenants so long as all of the covenants hereof are observed. A qualified retirement plan may no longer own title to property. An estate, a trustee of a family trust or other trusts established for estate planning purposes may hold title to a lot or property for up to three (3) years so long as all of the Covenants hereof are observed. The Association may waive the provisions of this Section 2.02.

2.03. Conveyance or Lease of Property. Each lot or property owner covenants to notify the Association in writing of the transfer, sale or lease of his lot or property and the name of the new owner or lessee. No lot or property may be sold, transferred or leased without so notifying the Association. All new owners and lessees shall be required to become a member of the Association and be subject to this Declaration and the bylaws, rules and regulations of the

Association. Any lease by a property owner must be approved by the Association, prior to occupancy by the tenants.

SECTION 3

NORTH BRANDON SHORES HOME OWNERS ASSOCIATION

3.01. Membership. Each owner of property or properties within North Brandon Shores shall be a “Member” of the Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. Property with multiple ownership shall be entitled to one membership in the Association and one of the owners of such property shall be designated in writing by the co-owners as their respective representative in matters pertaining to the Association.

3.02. Voting Rights. Every Member of the Association shall have one vote for the election of all officers and for all other matters and purposes of the Association. If the fee title to any property is owned of record by more than one person, the vote appurtenant to such property may be exercised by only one of the fee owners whereof as designated in writing by the other CO-owner of the subject property. If the fee title to any property is held by husband and wife, the two shall be considered as one owner and either, but not both, may exercise their one “Member vote”.

3.03. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of that owner’s property upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the Association, and such tenant shall be deemed to be a member of the Association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any and all obligations, which the owner might have under the terms of this Declaration and under the bylaws, rules and regulations of the Association.

3.04. Absentee Owners. Permanent absentee owners may designate an adult individual as their agent or attorney-in-fact to represent them in all matters concerning the Association. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of the lot.

3.05. Board of Directors. The Association, which will have jurisdiction over North Brandon Shores and property abutting North Brandon Lake, shall be governed by a Board of Directors. The Board of Directors shall have the power to further define the provisions of this Declaration and to pass and enforce additional rules and regulations in any area of activity where the safety, health, and security of the Association’s members is involved, provided, however, the Board of Directors shall not have authority to adopt rules or regulations which are in violation of these covenants.

3.06. Disagreements Between Members. The Board of Directors shall not intervene or act in matters involving personal disagreements between two or more members unless some matter of Association policy is involved or threatened.

3.07. Disagreement with Board of Directors. If a member disagrees with any action or ruling by the Board of Directors, it shall be the obligation of the Board and such member to meet and attempt to work out a mutually satisfactory solution. If such solution cannot be reached, then, by agreement, the Parties may agree to appoint a three-member board of arbitration in an additional effort to resolve the disagreement. The Arbitration Board would consist of a person appointed by the Association Board of Directors, a second person appointed by the land owner, and a third member selected by the other two appointed members of the Arbitration Board.

3.08. Rules and Regulations. The Association reserves the right to formulate such rules and regulations as may be necessary for the fit and proper governance of North Brandon Shores including the Lake.

3.09. Responsibility for Lake Maintenance. The Association shall be responsible for Lake maintenance as provided for under Section 7.

SECTION 4.

COVENANT FOR ASSESSMENT

4.01. Creation of the Lien and Personal Obligation for Assessments. The Developer and Association hereby covenant and each owner of any lot or property by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

- A. Initial Assessments. An initial assessment payable at the time the owner acquires fee title to any lot or property from the Developer after June 1, 2004, in an amount equal to the most recent regular annual assessment. This amount is to be prorated from date of closing until June 1, at which time a regular annual assessment will be due.

- B. Regular Annual Assessments. A regular annual assessment payable on or before the first day of June of each year thereafter in an amount necessary to pay for (i) maintenance of the dam and Lake; (ii) maintenance of the dam road, parking lot, boat ramp, community center, street lighting, park, and half the cost of the front entrance (lights, water, and maintenance) (iii) insurance premiums; (iv) chemicals to go in the Lake; (v) general policing of the Lake on a regular basis to remove cans, trash and debris discarded in the Lake; (vi) paying all necessary and reasonable costs of administration, management, legal and accounting services connected with the Association, including, the payment of a reasonable fee to any management agent designated by the Association; and

(vii) provide such other services as the Association may deem to be in the best interest of the development and the members of the Association. The regular assessment shall be obtained by dividing equally among all Members of the Association the amount proposed by the Board of Directors in the annual budget. If a Member sells his property, any paid Assessment is not refundable from the Association. Since the Developer has a vested interest in the attractiveness and sound operation of North Brandon Shores and since the Developer desires certain privileges and since there were certain deficiencies at the time the Association was formed, the Developer will be requested to assist in the ongoing funding of the annual budget in proportion to the land that has not been sold to a Member or turned over to the Association.

C. Assessment Purpose. The Association is not organized for profit and no part of the net earnings shall inure to the benefit of any member, any director of the Association, any officer, of the Association or of any other individual.

4.02. Annual Budget. The Board of Directors of the Association shall cause to be prepared an annual budget for each fiscal year, which begins June 1 and ends May 31. The Board of Directors shall notify the members by May 1 of each year of the regular annual assessment, which is necessary to fund the Association's budget. Every effort shall be made to keep the budget as low as possible consistent with the obligations to be met. In the preparation of such budget, the board may not only consider budgeting for actual cost of operations but also for a contingency fund to be accumulated for future maintenance as needed. The purpose of such contingency fund is to prevent and avoid the necessity for special assessments, which would work hardship on the members of the Association. The Board may authorize deferred payments if such a payment would result in any hardship upon any member of the Association.

4.03. General. The initial and annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lot or property against which each such assessment is made. Attorney's fees shall also be the personal obligation of the person who was the owner of such lot or property at the time when the assessment fell due. No owner shall relieve himself of his personal obligations for delinquent assessments by passing such obligation to his successors in title with the written consent and approval of the Board of Directors of the Association.

4.04. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

4.05. Notice of Assessments. Written notice of any meeting of the Board of Directors called for the purpose of taking final action on any assessment provided herein shall be sent to all members of the Association by mail, not less than five (5) days, nor more than (30) days, in advance of the meeting. Any member may attend such meeting and be heard concerning the proposed assessment before final action thereon is taken by the Board of Directors. The Board of Directors shall give written notice of the assessment levied by it to all members of the Association such assessment shall be final unless a petition from twenty per cent (20%) of the

members is received by the Board of Directors within 30 days of the notice of the adoption of the Assessment, which petition shall call a special meeting of the members for the purposes of reviewing the action of the Board of Directors. The petition shall set forth the date, time and place of the meeting, and all members shall be given notice thereof. At the special meeting of the members, the action of the Board of Directors may be reviewed, and by a vote of two thirds of those present and voting, the assessment levied by the Board of Directors may be reduced or increased. A quorum for such meeting shall be a majority of the members. The provisions of this paragraph shall not apply, if the Board of Directors choose to present their proposed assessment to a meeting of the Members for approval by a majority vote of the Members present and voting, including those by absentee ballot. In such case the notice calling the meeting shall specify the level of the proposed assessment.

4.06. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the prime rate of interest as established by Trustmark National Bank of Brandon, Mississippi or its successors. Ten (10) days after written notice of the delinquent assessment is given the owner, the Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against owner's property. Each such owner, by this acceptance of a deed to a lot or property, hereby expressly vest in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner on a mortgage or deed of trust lien provided for in this Section 4.06 shall be in favor of the Association and shall be for the benefit of all other lot or property owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or property. In any event, reasonable attorney's fees of not less than ten percent (10%) of sum owed, and reasonable cost of collection, shall be added to the amount of each delinquent assessment.

4.07. Subordination of Lien to Mortgages. The lien upon any lot or property provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or property made in good faith and for value received and the lien hereunder shall in no way affect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not affect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceedings 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 release such property from liability for any assessments thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment, proceeding or other arrangement in lieu of foreclosure shall not relieve the mortgagee in possession of the purchaser at foreclosure or the transferee under any deed, assignment, proceeding, or other arrangement in lieu of foreclosure from any liability for any assessment thereafter becoming due, or from the lien herein created to secure the payment of such assessments, which lien, if to be asserted as to any such assessments thereafter becoming, shall have the same effect and be enforced in the same manner as provided herein. The Board of Directors may authorize further subordination of this lien.

4.08. Ad Valorem Property Taxes. Each owner shall be responsible for his own ad valorem taxes.

4.09. Management Agent. The Board of Directors of the Association may employ for the Association a management agent or manager (hereinafter called "Management Agent") at a rate of compensation established by the Board of Directors, for which the Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include the power and authority to do the following:

- A. To collect the initial and annual assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration;
- B. To deposit all assessment collections in a common expense fund, or separate maintenance contingency fund, with a banking institution and to make payments from such fund for the benefit of the Association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Association, to which the Management Agent shall at all times be accountable;
- C. To provide for the upkeep, maintenance and surveillance of the Lake, streets and roads;
- D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Lake, fences, gates, streets, and roads; and
- E. To promulgate with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the Lake, fences, gates, streets, and roads; and
- F. To provide such other services for the Association as may be consistent with the law and with the provisions of this Declaration.

4.10. Limitation of Liability. The Association shall not be liable for any failure of any service to be furnished by the Association or paid for out of the common expense fund or the road contingency fund, or for injury or damage to person or property caused by use of the Lake by any person. The Association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon the Lake. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for

inconvenience or discomfort arising from the making of repairs or improvements to the Lake, streets or roads, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority. No property owner shall be liable to any person for any action or failure to act by the Association or by any other property owner; each property owner shall be liable only for his own actions or failure to act.

SECTION 5.

LAKE AND DAM MAINTENANCE EASEMENTS

5.01. Reservation of Easement Rights by the Developer and Association. In connection with the development of North Brandon Lake, the Developer and Association reserved certain non-exclusive easements and rights-of-way in, through, over and across portions of the properties comprising North Brandon Lake for the purpose of constructing, maintaining, reconstructing and repairing the Lake, the dam and appurtenance to any of the same, and for all other purposes reasonably related to the completion of construction of the Lake.

In connection with the maintenance of the dam of North Brandon Lake, the Association and the Developer will traverse through that part of Property as described in Exhibit "B" for mowing and dam maintenance. For clarity purposes, the property referenced in Exhibit "B" was originally identified as Lot 75. This right of passage will be nonspecific in location and may be designated by the owners of that part of Property described in Exhibit "B", their heirs, agents or assigns. This right of passage will be utilized only for mowing and other necessary dam maintenance and in no way constitutes a public thoroughfare.

Any and all instruments of conveyance made by the Developer, Association or other owner, to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements set forth in such instruments.

5.02. Lake Easement. In connection with the development of the North Brandon Lake, Developer conveyed a non-exclusive easement for use of the Lake to all members of the Association, over and across the Lake. Such easement is within the perimeter of the Lake and includes that portion which is inundated by water. North Brandon Lake is expressly made subject to a non-exclusive easement for its use by all Members of the Association and the Developer while the Developer owns land intended for resale in North Brandon Shores.

SECTION 6.

LAND USE, BUILDING REGULATIONS AND ARCHITECTURAL CONTROL

6.01. General. All of said property shall be used for single-family residential purposes only. No structures shall be erected on any of the above-described property other than single-family dwellings not exceeding two stories in height above the first floor building foundation, together with the usual and customary outbuildings such as garage, guesthouse, workshops, and barn. Except with the Associations consent, barns may not be constructed on tracts containing less than three (3.00) acres. All buildings erected on any of the above-described property shall be new construction. No garages, guesthouses, workshops, barns or other outbuildings shall be constructed prior to construction of the permanent residence. No residence will be occupied until it is substantially complete.

6.02. Excluded Uses. The term “residential purposes” as used herein shall be held and construed to exclude among other things, hospitals, duplex houses, apartment houses, patio homes, churches, playgrounds and parks and to exclude offices, commercial and professional use, except an office in the home, and these covenants do hereby prohibit usage of any lot for a business that would detract from the residential nature of North Brandon Shores.

6.03. Minimum Lot Size. No property shall be subdivided into a tract or tracts containing less than two (2.00) acres.

6.04. Architectural Control.

- A. Architectural Committee. An Architectural Committee will be appointed by the Board to oversee many of the requirements in Sections 6 and other areas assigned by the board.
- B. Plan Submission. Prior to commencement of any improvements on any lot including, but not limited to, residences, outbuildings, boat houses, piers, walls, fences, satellite dishes, tennis court, swimming pools or any other improvement materially affecting the appearance of any lot, plans for such construction shall be submitted in duplicate to the Board of Directors or to someone designated by the Board for examination and approval. Such plans shall show the location and dimensions of such improvements, and a complete description of materials to be used in such improvements.
- C. Plan Approval. If such plans are satisfactory, not in violation of any covenant, and in conformity and harmony with the external design and location of the existing structures of the subdivision, the Board shall issue or cause to be issued a written approval for such construction. The issuance of such permit

shall not be unreasonably denied. If such permit is denied, the owner may not construct such improvements. In order to protect the integrity of this development and the remaining owners, the Board shall have authority to obtain an injunction against construction of such improvements. Plans must be in compliance with the Mississippi Department of Environmental Quality Storm Water Management Regulation. One copy of such plans, specifications and site plans shall be retained by the Association and the second copy shall be delivered to the owner of said lot or parcel with the approval of the Association appropriately endorsed thereon.

- D. Time Limit on Plan Approval. In the event the Association, or its designated representative, fails to approve or disapprove any building plans, specifications or site plans within ten (10) days after the same are submitted to it, and if all terms contained in these covenants have been complied with, the Association shall be deemed to have approved such plans, specifications and site plan. The Association, its successors and assigns shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Association shall receive no fees or compensations for its services.

- E. Alteration of Plans. If there is a significant alteration of the original residence or other improvement plans or any exhibit thereto, approval of such alteration shall be approved prior to proceeding with the plans as altered.

- F. Square Foot Requirements. All dwellings must contain a minimum of Two Thousand (2000) square feet of heated and cooled living area if the dwelling is constructed on a lot not fronting on the Lake, and Two Thousand Five Hundred (2500) square feet of heated and cooled living area if the dwelling is constructed on a lot that fronts on the Lake.

- G. Exterior Elevation Duplication. A lot owner, in building or causing to be built the original dwelling on any lot in the Property, shall not substantially duplicate the exterior elevation, including design or architecture, of any other dwelling then existing on the same street within one thousand (1000) feet or capable of being seen at the same time. For the purpose of this paragraph, a dwelling shall be considered in existence from the time excavations for the foundations are begun until said dwelling is removed from the development or is destroyed.

- H. Driveway and Parking. Each dwelling shall be provided with off-street parking in the form of a gravel, slag, asphalt or concrete driveway extending from the pavement on the street to the garage or carport, or from pavement on the street to the rear of such residence.

- I. Garages. All homes must have at least a two-car (full size) garage. No open carports shall be permitted.

- J. Setback Requirements. No buildings, except boathouses, shall be located less than seventy five (75) feet from the front line nor less than fifty (50) feet from any other property line nor less than 50 feet from the edge of the Lake without the approval of the Board of Directors or someone designated by the board.

- K. Outbuilding Setback Distances. If a garage, domestic employee's house, or other outbuilding is made an integral part of the residence, or is connected thereto, the setback distances from lot lines become identical with those stipulated for the residence itself.

6.05. Trash. No trash or any other refuse may be thrown or dumped on any lot.

6.06. Construction Material Storage. No building materials of any kind or character may be placed or stored upon said property except for a period of three (3) months prior to the time the purchaser of such lot commences improvements. All building materials on said property shall be stored in a neat, orderly and not obstructive manner or properly screened, and said building materials shall be limited to that which is reasonably necessary for the construction of or the maintenance of the residence or other outbuildings located thereon.

6.07. Temporary Structures and Large Vehicle Storage. No structure of temporary nature or construction trailer or mobile home shall be placed on any lot, except a trailer or building used in connection with construction during construction of a dwelling. Following completion of construction, camper trailers, motor homes, and/or fifth-wheel trailers, and large boats must be parked in an enclosed garage, or otherwise totally screened from view in a manner approved by the Association.

6.08. Garage or Outbuilding Residence Use. No garage or outbuilding on said property shall be used as a residence or living quarters, except by domestic employees, such as caregivers, engaged on the premises during the terms of their employment.

6.09. Lot Upkeep. Grass, weeds, and vegetation on each lot bought shall be kept mowed at regular intervals by the owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants as may die shall be promptly removed from such lots. The above restrictions apply to all lots purchased before and after a home is built on the lot. Until a home or residence is built on a lot, the Association, may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse the Association for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

6.10. Clothes Line and Laundry. No clothes line shall be erected or maintained on any of said lots, nor shall laundry be hung, where exposed to view of the public or other lot owners; provided, however, that such usage's shall be permissible where a fence is constructed of wood

or brick, which fence shall be of sufficient height (not to exceed eight (8) feet) and density to screen such clothesline and laundry from view; subject nevertheless, to Paragraph 6.35 infra.

6.11. Unacceptable Residences. No tent, shack, basement, barn or other outbuilding erected or located on any of the above described lots shall at any time be used as a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence, except as may be previously approved in writing by the Association.

6.12. Street Parking. No farm machinery, tractors, trailers, equipment, or other vehicles shall be permitted to be parked or left standing overnight on any street. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, or services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots.

6.13. Satellite Dishes. No satellite dish may be erected without approval from the Association. Specifically, the location must be such that it would not adversely affect the neighbors in a direct or indirect manner.

6.14. Ownership of Multiple Adjacent Lots. In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the two lots shall be treated as one lot for building set back restrictions, and all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot.

6.15. Antennas and Towers. No antennas, citizens Band or otherwise, that require towers or guyed wires, shall be permitted on any lot in said subdivision at any time, if visible by a pedestrian on another lot or from the road.

6.16. Sign Restrictions. Except for Developer signs identifying the project, the property and/or offering the same for sale, no signs, billboards, posters or advertising devices of any character shall be erected on any lot except "For Sale" signs not exceeding four (4) square feet and signs identifying the property or the owner thereof not exceeding two (2) square feet.

6.17. Annoyance or Nuisance Trade or Activity. No noxious or offensive trade or activity shall be conducted on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6.18. Animals. No non-domestic animals other than horses may be kept on said property. Unless otherwise approved by the Association, a maximum of one (1) horse per dry acre of dry land will be permitted. No horses will be permitted on lots smaller than 3 acres. Barns must be approved by the Association. No kennels or pens may be constructed or used for the care and housing of a large number of dogs, and the number of dogs or cats regularly housed at the residence of or by the owner shall be limited to four (4), except with the consent of the

Association. Regardless of number, the keeping of said animals shall not be such as to constitute an annoyance or maintained on property prior to construction of the homeowners residence.

6.19. Sewage Disposal. All sewage disposal systems hereinafter installed shall be individual or group sewer treatment systems and shall be approved by the Mississippi State Board of Health and the Association, before same shall be constructed and operated on any lot herein.

6.20. Abandoned Vehicles, etc. No abandoned vehicles, equipment, boats, etc. shall be allowed on lots.

6.21. Easements. Except where a greater reservation is made by Developer, Developer and Association hereby reserves the following utility and drainage easements over, under and across all lots and tracts upon the property covered hereby:

- A. Ten (10) feet adjacent to the front line, and also if any back or side lot line fronts on a road, street or highway, such easement shall also be ten (10) feet along the entire frontage on such road or street. Said utility easements are reserved for systems of electrical power, TV cable, telephone, telegraph line or lines, gas, water, sewer and any other utility that the Developer, its successors and assigns or Association see fit in their discretion. Neither Developer, its successors or assigns nor the Association nor Rankin County, Mississippi nor any utility company using the utility easements herein referred to shall be liable for any damage done by them, their assigns, agents, or employees to shrubbery, trees, flower, or other property of the owners situated on the land covered by said easements, except to restore the surface of the land, including fences, roads and driveways, to reasonably the same condition as before. The Association reserves the right to release any easement reserved hereby by specific release thereof in any deed covering property upon which such easement lies.
- B. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of lots in North Brandon Shores.

6.22. Utility Title and Easements. The title conveyed by the Developer to purchasers of lots of property shall not in any event be held or construed to include the title to the water, gas, sewer, TV or other communication transmission cables, electric light, electric power, telephone, telegraph line, poles or conduits or any other utility or appurtenances thereon constructed by the Developer, its successors or assigns or the Association or by any utility company upon said property to serve said property. The right and easement to maintain, sell, repair or lease such lines, utilities and appurtenances by the Developer, its successors or assigns or the Association to any public service corporation to any other parties is hereby expressly reserved to the Association.

6.23. Firearms. No firearms of any kind, including, but not limited to, high powered air and pellet guns, shall be fired or discharged from any boat, or by anyone across the Lake, or into the Lake.

6.24. Swimming Pools. Swimming pools may not be operated unless equipped with sufficient cleaning, sanitation and purification equipment.

6.25. Ponds. Ponds may not be built without Board approval.

6.26. Timely Construction Completion. All exterior construction must be completed within 300 days of the date said plans are approved. Extensions may be granted by the Board at its discretion.

6.27. Construction in Lake. All construction, which will, in whole or in part, at any time, be beneath the surface of the water, shall be made of materials which are treated wood, concrete, or the equivalent thereof. The upper portions of the construction material must be treated for water resistance. No creosote and no other type of material shall be used for treatment, which violates State or Federal Environmental pollution laws.

6.28. Pier Size Limitations. Piers including platforms on piers may not extend more than 40 feet, or one half of the wet surface distance from waters edge to deed line (whichever is less) into the water. Pier platforms measured on the side most closely paralleling the shoreline must be limited to 15 feet in width including the width of the walkway.

6.29. Fencing. The Association or its designated representative must approve all fences. All fences shall be of wood, stone, brick, or wrought iron. Such fences may not exceed eight (8) feet in height. No solid, or non-see-through fences may be constructed within fifty (50) feet of the Lake.

6.30. Additional Deed Restrictions. Other restrictions applicable to a lot may be added, by an appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall inure to the benefit of all parties and be enforceable in the same manner as though they had been originally expressed herein.

6.31. Survival of Restrictions and Covenants. All of the restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

6.32. Silt Fences. Silt fences should be around all disturbed areas where erosion can take place, which would affect other neighboring properties, any stream, or the Lake.

6.33. Temporary Storage. Temporary storage units (PODS, etc.) may be placed on a property for no more than 30 days unless the owner justifies an extension and the Board of Directors or its designee approves the extension.

6.34. Garage Sales. In order to prevent unwanted traffic and unsightly signs, no garage, yard or similar sales shall be permitted.

SECTION 7. , **USE OF LAKE AND BOATING REGULATIONS**

7.01. Lake and Common Area. Common Area property is any property, which is conveyed to the Association by the Developers.

7.02. Lake Use and Responsibilities. That part of the Property which is identified as North Brandon Lake and hereinafter referred to as the "Lake" shall be held and maintained for the common use, benefit and enjoyment of all Members subject only to the special conditions and restrictions declared or implied in this paragraph and to the special conditions and restrictions, if any, which may be declared or implied in the instrument conveying an interest in the lands within said Lake to the Association. The Association shall be responsible for the maintenance of the Lake and all components thereof and improvements therein, except that the Association may require an Owner to be specifically responsible for the shore line of his or her lot and for certain improvements constructed by the Member, or his predecessor in title to a lot, as herein permitted.

7.03. Easement of Light, Air and View. There is hereby reserved for the benefit of the Association and each Member, and their respective successors and assigns, the right and easement of light, air, and view over and across the Lake.

7.04. Regulating the Use of the Lake. A Member of the Association may construct shoreline improvements on the lakeshore at the edge of the Lake to improve shoreline appearance, facilitate maintenance and minimize bank erosion. Prior to the installation, erection or construction of such improvements, photographic depictions, plans or specifications must first receive approval by the Association, which may condition its approval and mandate changes to said improvements, as it deems necessary. Failure to obtain approval for such improvements, construct same in accordance with Committee's approval thereof, or to maintain the same in their required sound and attractive conditions shall be considered to be a violation of these covenants, conditions and restrictions. Upon written notice from the Association or its designated agent, such violation shall promptly be corrected, removed or remedied. In the event the

violation is not corrected, removed or remedied, within fifteen (15) days of such notice of violation being delivered to the Member responsible for such violation, then the Association shall have the right, through its agents and employees to take such steps as may be necessary to correct, remove or otherwise remedy such violation. (Directors may at their sole discretion grant an extension.) The cost thereof may be assessed against any lot owned by the Member responsible for such violation, and, when so assessed, a statement for the amount thereof shall be rendered to such Member as the owner of such lot, at which time the assessment shall become due and payable and shall be secured by a continuing lien upon such lot, and shall be binding personal obligation of the Member.

7.05. Impoundment. Artificial impoundment of water shall not be permitted except upon the prior written approval of the Association.

7.06. Use of Lake Water. The Association reserves unto itself its successors and assigns, the right to withdraw and use water impounded with the Lake for irrigation or use on any property belonging to the Association. All water impounded within the Lake shall be withdrawn and used only by the Association or by a Member having approval of the Association.

7.07. Lake Water Level. The Association shall not be required to maintain the water level of the Lake at any certain elevation or between any certain maximum and minimum elevations. The Association and/or Developer (while Developer maintains responsibility for the dam) may lower the water level or drain the Lake if such is prudent or necessary for the discharge of their responsibilities, herein, for the installation, maintenance and repair of the outlet structure, any shoreline improvement, sewer drain, pipe, wire or cable, or any related appurtenance, or for any other purpose.

7.08. Lake Maintenance. The Association shall be responsible for the maintenance of the outlet structure of the Lake and incoming and outgoing storm drains, for the maintenance of appropriate water quality in the Lake, for the removal of excessive amounts of vegetation, debris and/or sediment from the Lake, for the regulation of the use and activities of the water surface of the Lake, for the propagation, control and management of wildlife of any kind which habitat in or around the Lake, and for the acquisition of all permits and approvals, including extensions, renewals, and additions, if any, required by federal, state or county statutes, ordinances and regulations. The Association shall not be responsible for the safety of any person in or on the surface of the Lake or in or on any incoming and outgoing storm drains including the outlet structure.

7.09. Use and Protection of the Lake. The Lake shall be used only for fishing and sailing, and, except as provided below, no person may use a boat or vehicle which is energized by fossil fuels or derivatives thereof, or which is energized by electricity to a motor capable of developing more than twenty (20) horsepower; and no boat which is a miniature or subject to human control by remote means or otherwise shall be used on the Lake except with the approval of the permitted. A gasoline or diesel powered motor may be used on a boat to load the boat onto its trailer, to evacuate persons from the Lake or where life or limb is in dire peril or in connection with Lake maintenance approved by the Association. No owner shall or permit another person to

fill the Lake with or place into the Lake any garbage, trash or other solid material or to discharge directly or indirectly any harmful liquid in or near the Lake or in or near any storm sewer drainage into the Lake without the approval of the Architectural Review Committee.

7.10. Lake Use and Responsibilities of Owners. Property owners in North Brandon Shores shall have the full use and enjoyment of North Brandon Lake, and the Association has reserved for the use and benefit of said owner (s) of lot (s) within North Brandon Shores an easement over and across the entire body of water comprising North Brandon Lake, including an easement over and across any and all portions of any lot (s) or parcel (s) covered by water contained within the boundaries of said Lake. No owner of any portion of the property, his guest or invitees shall use said Lake in such a manner as to interfere with the use and enjoyment of the shoreline of any lot or parcel abutting said Lake by its owner. No person or persons shall be permitted to use the Lake unless accompanied by a property owner who has the right to use such Lake. No property owner may do anything, which would affect the level, condition or character of any Lake. It shall be the responsibility of each owner, their guests and invitees, to prevent the development of any unclean, unsightly or unkempt conditions on any Lake, and its shorelines. Each owner, his family, tenants, invitees, guests, servants and agents shall refrain from any act or use of Lake, a lot, or parcel which would cause disorderly, unsightly or unkempt conditions or which would cause embarrassment, discomfort, annoyance or nuisance to the owners or occupants of other portions of the Property.

7.11. Lake Access. Only the owners of lots or property within North Brandon Shores and their families shall be permitted to use the Lake. No other person may use the Lake unless authorized by these Covenants or the Board of Directors of the Association. Since the Developer is contributing to the maintenance and upkeep of North Brandon Shores, the Developer shall be permitted to use the Lake while the Developer owns land intended for resale in North Brandon Shores.

7.12. Governing Regulations for Lake Use. All uses of the body of water known as North Brandon Lake in Rankin County, Mississippi, shall be governed by the regulations herein and by all requirements of the U. S. Coast Guard, the State of Mississippi, and any other sovereign body having jurisdiction to regulate the use of bodies of water and all equipment of every kind used thereon in all activities pertaining thereto including, but not limited to boating, sailing, fishing and swimming.

7.13. Permitted Boats. No boat shall be operated or permitted to operate on North Brandon Lake in excess of 20 feet in length, and which is not the personal property of a Member of the Association or "Owner" as defined by Section 8.01.

7.14. Boat Decals. For identification purposes, all boats must have a decal as prescribed by the Board of Directors prominently displayed on both sides near the front of the boat. Decals shall be furnished to Members at cost. Decals are for the purpose of identifying those boats permitted to be on the Lake, and are to be removed prior to the sale of such boats. The following information must be included in the decal registration application: Type of boat, make of motor, motor number, motor horsepower, and name of owner.

7.15. Type and Number of Boats. The type of boats, except as otherwise stated therein, which a member may own is not restricted. A member shall not have on the Lake or on his lot more than four (4) boats. If at any time the Board deems a boat to be threatening to the health, safety, and welfare of the members, the Board may request that such a boat be removed from the Lake.

7.16. Boat Launch Area Restrictions. A “boat launch area” has been designated to facilitate and accommodate the loading and unloading and the trailering of boats. No trailers shall remain on said “boat launch area” over night. Any violation of this covenant shall subject said trailer to impoundment with such penalties as may be imposed or inflicted. Any vehicle left on the Common Area at the boat ramp must have a decal as prescribed by the Board of Directors prominently displayed on the rear of the vehicle.

7.17. Houseboats. Houseboats shall not be permitted on the waters of the Lake.

7.18. Alcohol and Drugs. No person shall be permitted to operate a boat while under the influence of alcohol or drugs.

7.19. Boat Operation. Each member is responsible for the operation of boats belonging to him and for the conduct of his family members and guests as regards observation of all of the provisions hereof. Failure to observe these rules, shall result in the issuance of warning notices and continued failure to observe these rules or any activity which is conducted which may be of a dangerous nature may result in suspension, in whole or in part, of the Member’s privilege to use North Brandon Lake

SECTION 8.

FISHING REGULATIONS

8.01. Fishing Privileges. Subject to the other provisions hereof, no one shall be permitted to fish in North Brandon Lake except ‘Owners’ of property in North Brandon Shores and guests of ‘Owners’. For the purposes of Sections 7.13 and 8.01, the term ‘Owner’ refers to Members of the Association in whom fee simple title to a lot/property is held, plus said Member’s parents, grandparents, children, grandchildren, son/daughter-in-law, and such other persons of the Member’s immediate family as may be approved by the Board of Directors of the Association. Guests of ‘Owners’ may fish from the property of that ‘Owner’ only if the ‘Owner’ is present either on the property or in a boat on North Brandon Lake. Guests of ‘Owners’ may fish from a Common Area owned by the Association only if the ‘Owner’ is present either on the Common Area or in a boat on North Brandon Lake. Fishing privileges by boat may be extended to guests only if the ‘Owner’ extending such privileges is either fishing with the guest in the same boat or fishing on the Lake, in a separate boat, at the same time as the guest.

SECTION 9.
GENERAL PROVISIONS

9.01. Enforcement. The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations of this Declaration. Failure by Developer, Association, or 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. The Board of Directors shall not be obligated to bring any actions unless the health, safety, welfare and security of the members are threatened.

9.02. Construction. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the use of North Brandon Shores, North Brandon Lake, and property abutting North Brandon Lake. If any provision of this Declaration or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Declaration and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9.03. Attorney's Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof by reference or otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the court in such proceeding.

9.04. Use of Lake: Developer and Association Held Harmless. Each and every Member and occupant of any lot or property shall and does, by accepting title to his interest in the lot or property, agree to indemnify defend, and hold harmless Developer, his agents, employees and successors and the Association, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use operation and/or maintenance of the improvements on the lot or property occupied by, owned by or under the control of such owner, or occupant, the use and/or possession of such lot or property, the conduct of business or any other activities by such member or occupant or his guest or invitees on any lot or property, or upon the Lake.

9.05. Violation of Law. Any violation of any state, municipal or local law, or ordinance or regulations pertaining to the ownership, occupation or use of any property within North Brandon or property abutting North Brandon Lake is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

SECTION 10

AMENDMENTS TO COVENANTS

10.1. Covenants. The covenants and restrictions herein contained are to run with the land and shall be binding on all parties, persons, and entities claiming under them for an initial period of twenty (20) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of five (5) years, subject to the provisions of the paragraphs next following.

10.2. Modification of Covenants. These covenants may be changed in whole or in part at any time within the initial 20 year term or any 5 year extension by a written agreement approved by a vote of two-thirds (2/3) of the Members of the Association. Such vote shall be secret ballot, if secret ballot is requested by any Member, and may be taken at any regular or special meeting of the members of the Association. Any member of the Association may at any time file with the secretary of the Association a notice that he desires to make a change in these covenants which notice must be accompanied by a detailed recitation of the change desired to be made and a petition favoring such change signed by 20% of the Members. Upon receipt of the petition, the Board of Directors shall call a special membership meeting in accordance with the bylaws. Voting by proxy at said special meeting shall be permitted. All proxies for any meeting to consider changes in the covenants, restrictions, and regulations of the Association shall be personally signed and delivered to the secretary or executed before a notary public. If two-thirds of the Members vote favorably for the change requested, such change shall be effective at the time the amendment is recorded in the office of the Chancery Clerk of Rankin County Mississippi.

SECTION 11.

RELEASE OF LIABILITY

11.1. Upon completion of development of the Lake and streets, North Brandon Estates, L.L.C. shall be released from liability for the construction of same and North Brandon Estates shall be released generally from liability for the development of said property.

WITNESS THE SIGNATURES OF THE UNDERSIGNED, this the ____ day
of _____, 1998

North Brandon Shores Homeowners Association, Inc.

COUNTY OF _____

Russell McCollough, President

PERSONALLY appeared before me, the undersigned authority in and for the said
County and State, on this _____ day of _____, _____ within my jurisdiction, the
within named who acknowledged that he executed and delivered the above and foregoing
instrument of writing.

NOTARY PUBLIC

My Commission Expires: _____ .

EXHIBIT "A"

ALL PROPERTY OWNED BY NORTH BRANDON ESTATES, LLC IN SECTION 25, TOWNSHIP 6 NORTH, RANGE 3 EAST AND A TRACT OF LAND CONTAINING 9.401 ACRES SITUATED IN THE NORTHWEST ¼ OF SECTION 36, T6N-R3E, RANKIN COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25 AND RUN SOUTH FOR A DISTANCE OF 5,281.22 FEET; THENCE EAST FOR A DISTANCE OF 942.87 FEET TO A POINT ON THE NORTHERN BOUNDARY OF AFORESAID SECTION 36 AND THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 89 DEGREES 56 MINUTES 46 SECONDS EAST ALONG SAID NORTHERN BOUNDARY FOR A DISTANCE OF 924.53 FEET; LEAVING SAID NORTHERN BOUNDARY, RUN THENCE SOUTH 20 DEGREES 54 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 596.69 FEET; THENCE NORTH 73 DEGREES 51 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 246.18 FEET; THENCE NORTH 86 DEGREES 48 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 475.94 FEET; THENCE NORTH FOR A DISTANCE OF 463.28 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

(Plat of North Brandon Shores)