

STATE OF MISSISSIPPI

BOOK 2082 PAGE 303

COUNTY OF LAUDERDALE

AMENDED RESTRICTIVE AND PROTECTIVE COVENANTS

WHEREAS, the owners of Indian Springs Estates No. 1 Subdivision desires to amend the original covenants which are recorded in Book 1978 at page 606.

NOW, THEREFORE, the owners of said subdivision do hereby enter into this Amended Restrictive and Protective Covenants which are to apply to and run with all the lands in Indian Springs Estates No. 1 as described in Map Book 12 at Page 2 in the Office of the Chancery Clerk of Lauderdale County, Mississippi and all future deeds shall be subject to the terms and conditions of these covenants as follows:

LAND USE & CONSTRUCTION

1. LAND USE AND BUILDING TYPES: No lot shall be used for any purpose other than residential. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private detached building for use as a garage, utility building, or wood working shop. Such a building shall be constructed to be compatible with the main structure.

2. DWELLING COST, QUALITY AND SIZE: The ground floor area of the main structure exclusive of open porches and patios shall not be less than 1,800 square feet of heated/cooled area for a one-story dwelling. Multi-story homes shall be a minimum of 1,000 square feet for the ground floor with a minimum of 1,800 square feet total heated/cooled area. No vinyl or aluminum siding allowed. The roof pitch shall be no less than 8/12, and no aluminum or metal roofing will be allowed.

3. BUILDING LOCATION:

A. No building shall be erected on any lot nearer to the front lot line than thirty (30) feet, nor nearer the side lot line than ten (10) feet nor nearer the rear lot line than fifteen (15) feet.

B. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portions of a building on a lot to encroach upon another lot.

COVENANTS CHANGED TO READ - EXTERIOR OF HOUSE MUST BE 80% +/-, BRICK, STONE, NO CONCRETE BLOCK.

C. All buildings shall face the street, except that on corner lots, the building may face either street, or may be set so as to face the corner made by the two streets.

D. All homes are required to have at least a two (2) car garage. It is requested but not mandatory that the attached garage load from either end or behind the house. Garage doors shall be installed on all garages, attached or detached.

4. LOT AREA AND WIDTH: No lot or parcel conveyed to subsequent owner shall be subdivided in any manner, except lots or parcels may be combined with other lots or parcels to make larger lots or parcels and shall be considered as one unit and shall not thereafter be subdivided, except for the purpose of membership in the property owner's association which in such event will correspond to the number of lots owned.

5. FOUNDATION: Foundations must be on a crawl space with a minimum of 24" clearance or be constructed on a raised slab with a minimum of 24" from the lowest point of the finished grade. Crawl space foundation must be concealed using brick (or equivalent) veneer skirt.

6. EASEMENT: An easement for the public utilities and/or drainage is reserved over, across and under necessary areas. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lots except for those improvements for which a public authority or utility company is responsible.

★ 7. SEWER: Lots that are using treatment plants will be required to hook onto sewer piping to a lagoon, at such time it becomes available with an initial connection fee of \$450.00. Said lagoon and sewer system shall be operated and maintained by the Property Owners Association.

8. DRIVE WAYS: Shall be concrete, stone pavers, or brick. It is intended all driveways shall be hard surface and pleasing to the eye. Driveways are not to be left unfinished.

9. SWIMMING POOLS, SATELLITE DISHES: Must be installed in the rear of the residence and out of sight from the front of the house. No above ground swimming pools allowed, and all in-ground pools must be fenced. No towers (CB radio, etc.) of any type allowed.

10. PROPANE TANKS: If used must be buried and out of sight.

11. UTILITIES: All utility mains and service lines shall be underground.

12. FENCES: No fence or wall shall be erected or placed in the front yard of any lot. Only wood fences will be allowed, and the maximum fence height shall be eight (8) feet for rear fencing and six (6) feet for side fencing.

13. MAIL BOXES: All mail box post and mailboxes in the subdivision shall be the same. Postal/Mail boxes will be furnished by the developer to the contractor or the home owner at actual cost.

14. ARCHITECTURAL REVIEW COMMITTEE:

A. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to the Common Areas and Community Facilities and the Easement Areas accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, home, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property or any Lot, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with design concept for the community by an Architectural Review Committee designated by the Board of Directors.

B. The Architectural Review Committee shall issue its written approval or disapproval within thirty (30) days from the date that such plans and specifications are submitted; and if it fails to issue a written approval or disapproval by the time, then such plans shall be deemed approved.

C. Approval of plans and specifications shall not be unreasonably withheld.

15. CONSTRUCTION PERIOD: The construction of any dwelling house or accessory shall be completed and ready for occupancy within twelve (12) months following the date of the beginning of such construction, except as completion may be delayed by acts of God or strikes. Construction shall commence within twelve (12) months of the purchase of a lot.

PROHIBITED USES

16. MODULAR HOMES: No modular homes, house trailers or mobile homes may be constructed or placed on any of the herein described property, whether bricked or not.

17. NUISANCE: No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

18. VEHICLES: Recreational vehicles, motor homes, boats, camper covers and trailers or commercial vehicles over 6 wheels shall not be regularly parked or kept at a residence unless parked or kept in an enclosed garage. There shall be no regular parking street side.

19. TEMPORARY STRUCTURES: No structure such as a trailer, mobile home, tent, shack, barn, garage or other outhouse shall be erected on any such lot at any time, to be used as a residence, temporary or permanent, nor shall any structure of any temporary nature be used as a residence.

20. OLD BUILDINGS AND MATERIALS: No old buildings may be moved on to any lot or lots in this subdivision.

21. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

22. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Inoperative vehicles or appliances may not be abandoned on the premises.

23. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one square foot, one (1) sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sale period.

24. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

INDIAN SPRINGS PROPERTY OWNERS ASSOCIATION

25. PROPERTY OWNERS ASSOCIATION: All owners, and their successors and assigns, of any parcel of land or lot within the property described herein shall upon acquiring an interest in such parcel or lot, must become and pay membership dues in Indian Springs Property Owners Association, and shall comply with all of the rules, regulations and by-laws of the Association and shall continue their membership in the Association as long as they own an interest in any parcel of land herein.

26. ANNUAL ASSESSMENTS AND DUES: Each owner of a subdivision lot shall be deemed to covenant and agree to pay the Association, in advance annual dues and assessments required by the Association, as established by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

A. The cost of all operating expenses of the Common Areas and Community Facilities, and the Easement Areas, and the services furnished to or in connection with the Common Areas and Community Facilities, and the Easement Areas, 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 Community Facilities, and the Easement Areas, including fees to any Management Agent; and

C. The amount of all taxes and assessments levied against the Common Areas and Community Facilities; and

D. The cost of hazard and liability insurance on the Common Areas and Community Facilities and the Easement Areas and the cost of such other insurance as the Association may purchase with respect to the Common Areas and Community Facilities, the Easement Areas, or the Property; and

E. The cost of utilities and other services which may be provided by the Association or for which the Association shall be responsible to maintain or repair for the Common Areas and Community Facilities and the Easement Areas, and the maintenance, replacement or repair of such utilities, including but not limited to, the sewerage disposal system; and

F. The cost of maintaining, replacing, repairing and landscaping the Common Areas and Community Facilities and the Easement Areas, if any.

G. The Board of Directors shall determine the amount of maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, annual assessments may be levied and collected on a monthly, quarterly or semi-annual basis rather than on the annual basis hereinabove provided for.

27. NON-PAYMENT OF ASSESSMENTS: Any assessment or dues levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection, including reasonable attorney fees thereof, shall become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessments or dues is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessments shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

28. RULES AND REGULATIONS OF "COMMON AREAS": The Association shall have the right to promulgate such rules and regulations concerning the use of the common areas to members of the Association and their respective families, guest, invitees and servants.

MISCELLANEOUS

29. LOT MAINTENANCE: Grass, weeds or other vegetation on each lot or building site that has been sold by the developer shall be kept mowed as to maintain the site in a neat and attractive manner. The intent of this provision is to keep the entire subdivision

maintained in a neat and attractive manner. Should any owner violate this provision the Property Owners Association, may, at it's discretion, accomplish such lot maintenance and the owner of said lot be obligated to reimburse the Association for such costs. Refusal to pay the Property Owners Association for any expense for this service shall become grounds for a lien on the lot(s) and other relief as provided in paragraph 27.

30. STREET AND ENTRANCE LIGHTING: Each vacant lot owner agrees to pay \$6.50 to Declarant or his successor or assign for reimbursement on street and entrance lighting fees. After construction of a residence and/or power supplied to the lot by EMEPA, the lighting fee will be assessed directly to the lot owners name by EMEPA and paid directly by the lot owner.

31. TERMS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots or parcels and recorded agreeing to change said covenants in whole or part.

32. ENFORCEMENT: Enforcement if these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

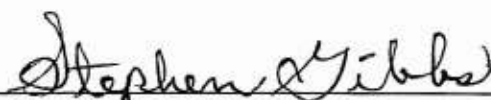
33. SEVERABILITY: Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

34. AMENDMENT: These covenants may be amended by a majority vote of the members of the property owners association at a regular or special meeting of the members, provided reasonable notice is given to each member of the proposed amendment.

This the 6th day of June, 2005.


EVERETT H. SMITH


WILLIAMS CONSTRUCTION, LLC
By DEVON WILLIAMS, MEMBER


STEPHEN GIBBS

STATE OF Mississippi

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COUNTY OF Lauderdale

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, **STEPHEN GIBBS**, who acknowledged before me that he executed, signed and delivered the above and foregoing document on the day and date therein mentioned as his own act and deed.

GIVEN UNDER MY HAND and official seal of office, this the 16th day of June, 2005.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 5, 2007

STATE OF MISSISSIPPI
COUNTY OF LAUDERDALE

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, **VALERIANO SUAREZ AND SOLEDAD SUAREZ**, who acknowledged before me that they executed, signed and delivered the above and foregoing document on the day and date therein mentioned as his own act and deed.

GIVEN UNDER MY HAND and official seal of office, this the 6 day of June, 2005.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 29, 2005
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI
COUNTY OF LAUDERDALE

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, **REGINALD DION SCOTT**, who acknowledged before me that he executed, signed and delivered the above and foregoing document on the day and date therein mentioned as his own act and deed.

GIVEN UNDER MY HAND and official seal of office, this the 12 day of June, 2005.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

8-15-2005

Valeriano Suarez
VALERIANO SUAREZ

Soledad Suarez
SOLEDAD SUAREZ

Reginald Dion Scott
REGINALD DION SCOTT

Baby Ruth Mosley
BABY RUTH MOSLEY

STATE OF MISSISSIPPI
COUNTY OF LAUDERDALE

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, **EVERETT H. SMITH**, who acknowledged before me that he executed, signed and delivered the above and foregoing document on the day and date therein mentioned as his own act and deed.

GIVEN UNDER MY HAND and official seal of office, this the 7th day of June, 2005.

Annette P. Brooks
NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 5, 2007



STATE OF MISSISSIPPI
COUNTY OF LAUDERDALE

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 14th day of June, 2005, within my jurisdiction, the within named **DEVON WILLIAMS** who acknowledged that he/she is Member of WILLIAMS CONSTRUCTION, LLC a Mississippi Limited Liability Company, and as the act and deed of said limited liability company, he/she executed the above and foregoing instrument, after having been duly authorized by said limited liability company so to do.

Annette P. Brooks
NOTARY PUBLIC (STATE L)

My Commission Expires:

July 5, 2007

