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Indexing Instructions:

- Exhibit A:** South 1/2 of Section 13, and North 1/2 of Section 24, Township 8 North, Range 1 East, Madison County, Mississippi.
- Exhibit B:** South 1/2 of Section 13, and North 1/2 of Section 24, Township 8 North, Range 1 East, Madison County, Mississippi. Also described as: Ashbrooke, Part One-A; Ashbrooke, Part Two-A; Ashbrooke, Part Three-A1; Ashbrooke, Part Three-A2.
- Exhibit C:** South 1/2 of Section 13, Township 8 North, Range 1 East, Madison County, Mississippi. Also described as: Ashbrooke, Phase B, Part 1; Ashbrooke, Phase B, Part 2; Ashbrooke, Phase B, Part 3A; Ashbrooke, Phase B, Part 3B.
- Exhibit D:** Southeast 1/4 of Section 13, Township 8 North, Range 1 East, Madison County, Mississippi. Also described as: The Timbers of Ashbrooke.
- Exhibit E:** South 1/2 of Section 13 and in the North 1/2 of Section 24, Township 8 North, Range 1 East, Madison County, Mississippi. Also described as: Ashbrooke, Part Four-A1; Ashbrooke, Part Four-A2; Ashbrooke, Part Five-A.
- Exhibit F:** North 1/2 of Section 24 Township 8 North, Range 1 East, Madison County, Mississippi. Also described as: Trails of Ashbrooke.
- Exhibit G:** North 1/2 of Section 24 Township 8 North, Range 1 East, Madison County, Mississippi. Also described as: Trails of Ashbrooke.
- Exhibit H:** SE 1/4 of Section 13, Township 8 North, Range 1 East, Madison County, Mississippi.

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

ASHBROOKE, A COMMUNITY

THIS AMENDED AND RESTATED DECLARATION is made this the 12th day of July, 2013, by **GIDEON & SHOEMAKER, LLC**, a Mississippi limited liability company (hereinafter referred to as "Gideon & Shoemaker"), **STRATFORD AND TIMBER HOMEOWNERS ASSOCIATION, INC.**, a Mississippi nonprofit corporation

(hereinafter referred to as "Stratford and Timber HOA"), and **CHERRY HILL PLANTATION LIMITED PARTNERSHIP**, a Mississippi limited partnership (hereinafter referred to as "Cherry Hill Plantation"), all of whom are collectively referred to hereinafter as "**Declarant**":

WITNESSETH:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Ashbrooke, A Community ("Declaration") dated August 24, 2004, was executed by Gideon & Shoemaker, Stratford Properties, L.L.C., and Timber Development, LLC, the Declarants, and filed for record with the Office of the Chancery Clerk of Madison County, Mississippi, Book 1826, Page 547-586 on September 1, 2004, and the Declaration was made binding upon all properties described as Tract One in Exhibit "A" attached hereto; and

WHEREAS, the Declaration acknowledged that each individual Declarant is the owner and developer of a separate tract or parcel of land within Ashbrooke, to-wit: Gideon & Shoemaker – Exhibit "B" attached hereto; Stratford Properties, L.L.C. – Exhibit "C" attached hereto; Timber Development, LLC – Exhibit "D" attached hereto; Gideon & Shoemaker – Exhibit "E" and Exhibit "F" attached hereto; (collectively and individually the "Development" and/or the "Developments"); and

WHEREAS, by an Amendment of Declaration and Supplement, recorded in Book 2223 Page 0379 and an Amendment of Declaration, Correction and Supplement recorded in Book 2292 Page 0905, Cherry Hill Plantation Limited Partnership was made a Declarant and the Declaration was made binding on the property described in Exhibit "G"; and

WHEREAS, under the terms of the Declaration, the Ashbrooke Owners Association (the "Association") was established for the purpose of performing services and exercising rights and responsibilities as defined in the Declaration and was assigned powers for administering and enforcing the Declaration and Covenants contained therein and for collecting and disbursing assessments and charges in connection therewith; and

WHEREAS, by Supplementary Declaration, recorded in Book 2452 Page 163, Declarant established two separate Development Associations for the respective Developments within the Community to undertake and assume the rights, responsibilities and duties delegated under the Declaration to the Association; and

WHEREAS, by instrument recorded on October 28, 2010 in Book 2600 Page 596, Stratford Properties, L.L.C. and Timber Development, LLC assigned all their rights as Declarants under the Declaration to the Stratford and Timber HOA; and

WHEREAS, the Declarant has now determined that it would be equitable, desirable and in the best interest and benefit of the Community that the certain rights and responsibilities of the Association previously delegated to the separate Development Associations responsible for each respective Development within the Community be re-vested in the Association and the separate Development Associations be dissolved; and

WHEREAS, the Ashbrooke Owners Association shall henceforth continue to administer and maintain the Common Areas, Common Facilities and the Lake as described in the Declaration, as amended, through the joint participation and involvement of the Members as defined hereinafter; and

WHEREAS, pursuant to Article XIV, Section 2 of the Declaration, the Declarant desires to amend the Covenants for the purposes aforesaid and as defined hereinafter.

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 the Declaration or any Supplement Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(A) **Assessment** shall mean an Owner's share of the common expenses from time to time assessed to such Property Owner by the Association. Assessment or Assessments refer to annual, replacement, or special assessment or any combination thereof.

(B) **Association** shall mean and refer to Ashbrooke 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) **Bylaws** shall mean the bylaws of the Association as they exist from time to time.

(E) **Common Area** shall mean all real property (including the improvements thereon) owned by the Association, or any easement which the Declarant has reserved or conveyed to the Association for the benefit of Declarant and members of the Association, which property and easements are for the common use and enjoyment of the Owners.

(F) **Common Facilities** shall mean all buildings and improvements constructed on any portion of the Common Area for the common use, benefit, and enjoyment of the Members.

(G) **Declarant** shall mean and refer collectively to Gideon & Shoemaker, LLC relative to the property described in Exhibits "B," "E," and "F" attached hereto, Stratford and Timber HOA relative to the property described in Exhibit "C" and Exhibit "D" attached hereto, and Cherry Hill Plantation Limited Partnership relative to the property described in Exhibit "G" attached hereto, their successors and assigns. Each Declarant shall have all rights and responsibilities as Declarant with respect to the respective property described herein. All

Declarants shall act with respect to the property described in Exhibit "A" as set forth in Article IV.

(H) **Declaration** shall mean this instrument as it is from time to time amended.

(I) **Dwelling** shall mean a single family residential detached house with attached or detached garage constructed as an improvement on the Lot.

(J) **Homebuilder** shall mean any person or entity licensed by state or local law to engage in the construction of dwellings and to whom a lot has been conveyed.

(K) **Invitee(s)** shall mean an Owner's tenants, guests, employees, or other guests or invitees.

(L) **Lake** shall mean any body of water developed by the Declarant as a lake and which is bordered in whole or in part by a Lot in Ashbrooke and which is established and declared to be a Lake by Declarant.

(M) **Lot** shall mean and refer to any plot or tract of land as may be shown upon a recorded subdivision map or plat of the Property, or any part thereof, exclusive of the Common Area, or any part thereof, which is designated as a lot therein and which is or may be improved with a single family residential dwelling.

(N) **Member** shall mean and refer to each Owner as provided herein in Article III.

(O) **Mortgagee** shall mean a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, corporation, recognized institutional type lender or its loan correspondent, agency of institutional type lender or its loan correspondent, agency of the United States Government, or individual(s) which own and which is the holder of a Recorded first mortgage.

(P) **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 Property, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

(Q) **Person** shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, including Declarant.

(R) **Property**. That parcel of land described in **Exhibit "A"** which is subject to the Declaration.

(S) **Recorded First Mortgage**. A mortgage or deed of trust, properly recorded in the office of the Chancery Clerk of Madison County, Mississippi, or other public Office designated by the Statutes and the Laws of the State of Mississippi for the recording of Mortgages in Madison County, Mississippi, or other public office designated by the statutes and laws of The

State of Mississippi, for the recording of mortgages in Madison County, Mississippi, the lien of which is prior, paramount, and superior to the lien of all other mortgages and deeds of trust.

(T) Ashbrooke, Ashbrooke Community or Community shall mean that area contained within the Property as described in **Exhibit "A"**.

(U) Development, individually, or Developments, collectively, shall mean that separate tract or parcel of land within Ashbrooke owned and developed by each individual Declarant, its successors or assigns, to-wit: Gideon & Shoemaker – Exhibit "B" attached hereto; Stratford and Timber HOA – Exhibit "C" and Exhibit "D" attached hereto; Gideon & Shoemaker – Exhibit "E" and Exhibit "F" attached hereto; Cherry Hill Plantation – Exhibit "G" attached hereto.

(V) Additional Property shall mean the property described the property described on Exhibit "H" attached hereto.

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 and Common Facilities 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 fees for the use of any Common Area or Common Facilities situated on 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 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; and

(C) The right of the Association, in accordance with its Charter of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Areas and Common 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 Common 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 the Owners having at least fifty-one (51%) percent of the voting power has been recorded; and

(D) The right of the Association, acting by and through its Board of Directors, 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

(E) The right of the Association, acting by and through its Board of Directors, to adopt reasonable rules respecting use of the Common Areas and common facilities to reasonably limit the number of family members or guests of Members who may use any facilities on the Property; and

(F) 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 Declarant 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 Common Facilities; and

(G) The right of each Member to use the streets, roadways, and vehicular parking areas situated upon the Common Areas and Common 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 Common Facilities; and

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-Paragraph (G) of Section 1 of this Article II for any reason whatsoever.

SECTION 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to such person(s) and to such number of persons as may be permitted by the By-Laws to accompany the Owner, or to such members of his or her family, as are approved by the Association, the Owner's tenants, or contract purchasers who reside on the Property and guests, all subject to such rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce. Notwithstanding anything to the contrary appearing elsewhere herein, the children of the Owner and their spouses may use the facilities whether or not accompanied by the Owner.

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: 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.

SECTION 2. Voting Rights. The voting rights of the Members shall be as follows, to-wit:

(A) Each person, other than the Declarant, who is or who hereafter becomes an Owner of a Lot shall be entitled to one (1) vote for each Lot owned. Upon the sub-division of any Lot as initially conveyed by Declarant, each sub-divided part thereof meeting the requirements of the Declaration shall be considered a Lot and the Owner thereof entitled to one (1) vote.

(B) The Declarant and its nominee or nominees, if any, shall be entitled to seven (7) votes for each Lot owned.

(C) Whenever any provision of the Declaration requires a vote of a specified percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the voting power of all Members, and Declarant shall be entitled to the seven (7) to one (1) ratio herein granted.

SECTION 3. Memberships Appurtenant to Real Property. Each Owner, by purchasing a Lot in the subdivision shall automatically become a Member of the Association and shall be bound by the terms and conditions of this Declaration, the Articles and Bylaws of the Association, and such rules and regulation as may be promulgated and adopted by the Association under such Articles and Bylaws.

SECTION 4. 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.

SECTION 5. Covenant of Compliance by Owners.

(A) Covenants to Comply. Every person or persons who accept a deed to a parcel of the Property within Ashbrooke Community covenants, whether or not it shall be so expressed in the deed of conveyance, that he shall 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.

(B) Owner and each purchaser from an Owner agrees to notify the Association of a change in ownership.

**ARTICLE IV.
COVENANTS FOR ASSESSMENTS**

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. 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 this Article IV Section 2, and (2) special assessments as set forth in this Article IV, Section 4, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual

maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, including attorney fees and expenses, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made, and such lien may be perfected by filing a notice thereof in the land records of Madison County, Mississippi. 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.

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 supervision, maintenance, and improvement of the Common Areas; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for the management and supervision of the Common Areas, including but in no way limited to the following:

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

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

(C) The amount of all taxes and assessments levied against the Common Areas, Common Facilities and Lakes; and

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

(E) The cost of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by the Association, whether for the Common Areas, Common Facilities and Lakes or for the Lots, or both; and

(F) The cost of maintaining, replacing, repairing, and landscaping the Common Areas, Common Facilities and Lakes (including, without limitation, the cost of maintaining, replacing and repairing any sidewalks, streets, or roadway, other than those accepted by Madison County, Mississippi, for maintenance, and open areas in the Property, 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 funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacement.

SECTION 3. Maximum Annual Assessment. Each Lot Owner shall pay a pro rata share of the annual assessment at the time of conveyance by Declarant to the initial Owner.

(A) The annual assessment of Ashbrooke Owners Association may not be increased in any year by more than ten percent (10%) above the maximum assessment for the previous year without the unanimous consent of the Board of Directors of Ashbrooke Owners Association.

(B) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment permitted under the provisions of Section 3(A) of this Article IV.

SECTION 4. Special Assessments.

(A) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Ashbrooke Owners 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, purchase, repair, or replacement of capital improvement upon the Common Area, Common Facilities and Lakes, including fixtures and personal property related thereto, provided that any such assessment shall be approved by unanimous consent of the Ashbrooke Owners Association Board of Directors.

(B) Special Assessments for Willful or Negligent Acts. Upon the unanimous vote of the Board of Directors, the Ashbrooke Owners Association may levy special assessments against an individual Lot Owner for reimbursement for repairs occasioned by the willful or negligent acts of the Lot Owner.

(C) Special Assessments for Fire Protection and Work Performed by Declarant or the Association.

- (i) The Association is hereby authorized to assess each Lot upon which a dwelling has been placed or constructed with an amount equal to the per Lot charge made by the governing political body for backup fire protection pursuant to any agreement now or hereafter made by and between the Association and the said governing political body and as same may be hereafter amended.
- (ii) The Association is hereby authorized to assess any Lot for the cost of all work or activity performed on any such Lot pursuant to Article VI (Insurance), or this Article IV (Erosion Control), Section 15.

(D) Special Assessments for Covenant Violations. In addition to all other rights and remedies contained herein, and without waiving the same, the Association, at the sole discretion of the Board of Directors, shall have the right to assess a fine of \$50.00 against any Owner for a violation of the provision of this Declaration. The Association shall provide written notice to such Owner of a violation and allow such Owner fourteen (14) days to cure the violation before assessing the fine. If the violation is not thereafter cured within the allowed time and the Board of Directors elects to assess the fine, the Association shall provide written notice to such Owner by certified mail, return receipt requested, of such assessment. Such Owner shall have thirty (30) days from the date of the notice to pay the fine to the Association. If such fine is not paid within

thirty (30) days, such fine shall constitute a continuing lien on the property in accordance with Section 9 of Article IV below. All costs associated with enforcement of this subsection, including attorney fees and expenses, may be included in the lien amount.

SECTION 5. Reserved for future use.

SECTION 6. Uniform Rate of Annual Special Assessments. Both annual and special capital assessments must be fixed at a uniform rate for all Lots (effective date) on the first day of January of each year. The due date thereof shall be established by the Board of Directors.

SECTION 7. Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots at the time of the filing of the subdivision plat.

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) Upon ten (10) day request, the Board of Directors shall furnish to an Owner liable for any assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. The 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 not be affected 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, if such mortgagee has requested same pursuant to Article XIV, Sections 7 and 8 of this Declaration, provided the Association has been given written notice and pay to the Association a reasonable amount not in excess of \$50.00 for such notice to mortgagee.

(C) If any assessment or part thereof is not paid within thirty (30) days after the due date, the unpaid amount of such assessment shall bear such interest from the date of delinquency as may be allowed by law or shall be subject to a late charge as permitted by law, 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. There shall be added to the amount of such assessment the costs of prepaying and filing the complaint in such action and in the event a judgment is obtained, such judgment may include interest on the assessment as above provided and the 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, Common Facilities and Lakes, 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 guaranteed by the FDIC, or its successor as determined by the Federal Government, 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 is for the purpose of providing funds for replacement of the Common Areas, Common Facilities and Lakes, for major repairs to any sidewalks or bikeways, any parking areas, roadways, and dams on the Common Area, for equipment replacement, beaver control, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas, Common Facilities and Lakes. 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) Any property dedicated and accepted by the local public authority and devoted to public use.

(B) Common Areas, Common Facilities and Lakes.

SECTION 13. Assessments Are Not Dues. No portion of the assessment for annual maintenance and Special Assessments provided in or permitted by this Article IV are intended to be, or shall be construed to be, dues for membership in the Association.

SECTION 14. Equitable Adjustments. If a Supplement is filed for record which annexes any portion of the Additional Property to the Property and specifies that a greater or lesser level of use, benefit or enjoyment of the Common Area or Common Facilities or of services shall be available or provided by the Association with respect to any portion of the annexed Additional Property, then the Supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance or special Assessments under Section 3, Section 4 and Section 13 with respect to such annexed Additional Property. In such event, the Association shall have the authority and the duty to make equitable adjustments in and to the procedures described in this Article IV for the establishment, determination and calculation of the annual maintenance and special Assessments to reflect any such different level of use, benefit and enjoyment of the Common Area or Common Facilities or services available or provided by the Association.

SECTION 15. Run-Off, Storm Water Management and Pollution.

(A) Drainage swales (berms) are required on all sides and back of property line where such is necessary to effect the proper flow of water in the drainage easements.

(B) Each Owner shall be required to maintain its, his or her property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued throughout the establishment of permanent vegetative cover. Owner acknowledges and agrees that Declarant is not responsible for any damages which hereafter may be suffered by Owner or other property owners or parties as a consequence of site preparation work carried out by Owner or his/her contractors, agents or employees and Owner agrees to defend and to fully indemnify and hold Declarant harmless from any such damages sustained in connection therewith.

(C) The Owner, Developer, or Builder of each Lot, as the interest of each may appear, is responsible for using protective measures to prevent sediment from leaving any area of the Lot and will be responsible for this until permanent grassing has been established for the Lot. Erosion control measures which may be taken include, but are not limited to the proper installation and erection of a silt fence and the proper installation of hay bales or other deterrent barriers.

(D) To Declarant's knowledge, but without inquiry or independent investigation, neither Declarant nor has any previous owner or user of the Property used, generated, stored or disposed of, above, in or under or around the Property any hazardous waste, toxic substances or related materials ("Hazardous Materials"). For the purpose of this representation, Hazardous Materials shall include but not be limited to any substance, material or waste which is or becomes regulated by any local governmental authority, the State of Mississippi, or the United States of America. Owner hereby releases Declarant from any liability for Hazardous Materials on the Property caused by Owner's activities thereon. The term "Hazardous Materials" also includes, without limitation, any material or substance which is listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 171.101), as amended from time to time.

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 Articles of Incorporation or by the Bylaws, as same may be amended from time to time, 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, Common Facilities and Lakes and services in a manner consistent with law and the provisions of the Bylaws and the Declaration; and

(B) To provide for the establishment, assessment, collection, use, and expenditure of fines, 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 the Bylaws and the Declaration, or to enforce any covenant or violation thereof under 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, Common Facilities and Lakes and to provide services for Ashbrooke in a manner consistent with law and the provisions of the Bylaws 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, Common Facilities and Lakes, including but by no means limited to rules, regulations, restrictions, and requirements designed to prevent unreasonable interference with the use of the Common Areas, Common Facilities and Lakes by the Members and others, all of which rules, regulations, restrictions, and requirements shall be consistent with law and with the provisions of the Bylaws and the Declaration; and

(E) To authorize, in its 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, Common Facilities and Lakes in the manner provided for in the Bylaws; and

(G) To repair, restore or reconstruct all or any part of the Common Areas, Common Facilities and Lakes after any casualty loss in a manner consistent with law and the provisions of the Bylaws, and to otherwise improve the Common Areas, Common Facilities and Lakes; 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, Common Facilities and Lakes; and

(I) To purchase Lots and to lease, mortgage or convey the same, subject to the provisions of the Bylaws and the Declaration.

SECTION 2. Members of the Board of Directors shall be elected in accordance with and as provided for in the Bylaws.

ARTICLE VI. **INSURANCE**

SECTION 1. Association 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, Common Facilities and Lakes and protect the Owners from and against liability in connection with the Common Areas, Common Facilities and Lakes.

(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.

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, if any, on the Common Area, Common Facilities and Lakes.

ARTICLE VIII. **ARCHITECTURAL CONTROL**

SECTION 1.

(A) Committee Appointment and Operation. At such time as the Board of Directors deems it appropriate in its sole discretion the Board of Directors may appoint an Architectural Review Committee which shall be composed of three (3) or more individuals who shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

(B) Architectural Review. No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained upon the Property or any Lot, 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, (plat plan showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been submitted to and approved in writing by Declarant, the Association or the Architectural Review Committee designated 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. Submissions and approvals via electronic methods (i.e., e-mail or facsimile) shall be acceptable as writings under this subsection.

(C) Declarant's Approval. Until such time as the Architectural Review Committee is in place and operative. Declarant hereby reserves the right to exercise all rights enumerated in this Section, in addition to any and all other rights the Declarant set forth herein.

SECTION 2. Building Sizes and Locations.

(A) For the development of some Lots in the Property, it may be impossible or inadvisable to enforce the setback requirements set forth in this Declaration in Section 1(L) and (N), Section 2(H) of Article XI or as otherwise set forth herein, due to the natural terrain, lot configuration and/or proximity of adjacent structures. Therefore, notwithstanding anything else herein to the contrary, the Board of Directors may approve specific deviations to any setback requirements which it, in its sole discretion, determines to be beneficial to a specific homesite, or to adjacent homesites, or to the Community, but in all cases must meet the minimum county zoning set-back requirements.

(B) Construction shall also be governed by the rules and regulations adopted by the Architectural Review Committee established by the Board and are included herein by reference.

SECTION 3. Topography. Except for the work ordinarily associated with the construction of or erection of structures allowed herein or incidental thereto, the topography of the Property shall not be altered by removal, reduction, excavation, filling, or any other means without the prior written approval of the Board of Directors. Written approval will be granted for the minimum amount of earth movement required in plans and specifications approved pursuant to the provisions of the Declaration.

SECTION 4. Rules and Regulations, etc. The Board of Directors 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 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.

SECTION 5. Building Permits. A Madison County Building Permit shall be required for all new construction. Any permits required by the Mississippi Department of Environmental Quality shall be required for all new construction.

SECTION 6. All proposed new home construction shall be subject to review and written approval by the Declarant, the Association or the Architectural Review Committee. Other new construction, additions or modifications shall be subject to review and written approval by the Declarant, the Association or the Architectural Review Committee. The primary purpose of such review shall be to assist Owners in achieving compliance with the building restrictions. Construction of new structures includes, without limitations, equipment and material, gazebos, arbors associated with landscaping, and other similar construction. Accordingly, no construction shall commence until the plans and specifications shall have been submitted to and approved in writing by Declarant, the Association or the Architectural Review Committee.

ARTICLE IX CONSENTS (Notice to Mortgagee)

Any other provision of this Declaration to the contrary notwithstanding, neither the Members, nor the Board of Directors, nor the Association, by any act or omission, shall do any of the following things without the prior written consent and approval of the holders of a least fifty-one (51%) percent [sixty-seven (67%) percent for abandonment and termination] of all first mortgages of record encumbering the Lots:

SECTION 1. Abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas, provided, however, that the change or realignment of boundaries in accordance with Article XV, Section 1, the granting of a right of way, easements, and the like for utilities or for other purposes consistent with the use of any Common Areas by the Members of the Association shall not be considered an encumbrance, sale or transfer within the meaning of this Subsection.

SECTION 2. Abandon or terminate this Declaration [required sixty-seven (67%) percent].

SECTION 3. Modify or amend any material or substantive provision of this Declaration or the Bylaws of the Association pertaining to the rights of the holders of all first mortgages of record encumbering the Lots.

SECTION 4. Materially amend any provisions of this Declaration, or add any material provisions thereto, which establish provide for, govern or regulate any of the following:

- (A) Voting Rights of Members;
- (B) Assessment liens or subordination of such liens;
- (C) Reserves for maintenance and repair and replacement of any Common Areas;
- (D) Insurance or Fidelity Bonds;
- (E) Rights to use of any Common Areas;
- (F) Responsibilities for maintenance and repair of the several portions of any Common Areas;
- (G) Interests in any Common Areas;
- (H) Subject to proviso of (1) above, reduction, conveyance, encumbrances, dedication, transfer, or exchange of all or any part of any Common Areas;
- (I) Selling or leasing of lots or the dwellings thereon;
- (J) Imposition of any right of first refusal or similar restriction on the right of a Member to sell, transfer, or otherwise convey his or her Lot; or
- (K) Provisions of this Declaration and the Bylaws of the Association which are for the express benefit of mortgagees of first mortgages of record.

SECTION 5. Restore or repair any Common Areas after a partial condemnation or damage due to an insurable hazard except in substantial conformance to the original plans and specifications thereof and in accordance with this Declaration.

SECTION 6. Re-allocate the interests of the Members in any Common Areas partially destroyed.

ARTICLE X. **EASEMENTS**

SECTION 1.

(A) Utility Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights of way in, through, across, on, over, and under the portions of the Property which are designated as such on the plat of the subdivision, or contained within the body of the deed, including full right of ingress and egress, for the installation, operation, use, maintenance, repair, and removal

of utilities and drainage facilities and floodway easements located in utility or drainage easements as shown and designated on the plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility. Nothing herein contained shall obligate the Declarant or the Association to remove any such obstacles or impediments or obstructions, but the Declarant or the Association may require Owner to do so, if, at the sole discretion of the Declarant or the Association such removal is the owner's responsibility.

The Declarant shall have non-exclusive easements and rights of way in, through, across, on, over, and under the portion of the Common Area which is not improved with buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct and repair sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television or other communication cables, underground conduits, and any related improvements or appurtenances for all other purposes reasonably related to the completion of construction and the provision of public or private utility services to any portion of the Property. Any and all conveyance documents from the Declarant to the Association with respect to the Common Area and Common Facilities shall be conclusively deemed to incorporate the provisions of this Section 1, whether or not specifically contained in such conveyance documents. At the Declarant's request, the Association shall from time to time execute, acknowledge, and deliver to the Declarant such documents as the Declarant considers necessary to implement the provisions of this Section 1.

The reservations and rights of this Section 1 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any gradings of the soil, and (ii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installment, repair and maintenance and to maintain reasonable standards of health, safety, and appearance.

(B) Declarant hereby reserves such utility and drainage easements as are set forth in Section 1(A) above, or reserved in the Deed to any Grantee from Declarant, whichever is greater, including a five (5) foot utility easement along each interior lot line, ten (10) feet along adjacent to the front (or street) lot line and five (5) feet along and adjacent to the rear lot line, which reservation may be waived for good reason by Declarant, or its successor in interest, the Association.

SECTION 2. Damage and Ingress and Egress. Any entry by the Declarant, the Association or any utility upon any Lot for the purposes permitted or contemplated by this Article X shall be made with as little inconvenience to the Owner as reasonably practical, and all physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored. However, Declarant is not responsible for any act or activity of the utility performing any maintenance or construction on the Lot.

ARTICLE XI.

USE RESTRICTIONS

SECTION 1. Use Restrictions. The Property shall be subject to the following use restrictions:

(A) All Lots shall be used for residential purposes only. No building 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 above grade, plus a basement, if applicable. No factory built log home, trailer, pre-existing home moved to a lot, manufactured house or mobile home shall be allowed on any Lot in Ashbrooke. All homes are to be built/constructed on site.

(B) The term "residential purposes" shall generally be defined as single-family homes, and shall exclude all commercial and professional uses, and among other things, garage apartment, garage shop, apartment houses, duplexes and multi-family residences, profit or non-profit nursing homes, hospitals, and other similar private or charitable enterprises, and any and all such usages of this property are hereby expressly prohibited. No garage or outbuilding on any Lot shall be used as a residence or living quarters. Leasing and rental of dwellings is prohibited except as follows: An Owner may lease or rent its Lot for residential purposes only for up to one hundred eighty (180) days (aggregated for the entire period of ownership) without listing the Lot for sale with a licensed real estate broker. Such Owner shall not lease or rent its Lot for longer than one hundred eighty (180) days (aggregated as noted above) unless the Lot has been continuously listed for sale with a licensed real estate broker, but if so listed, such Owner shall be entitled to lease or rent for the duration of such listing until the Lot is sold. The Board of Directors shall have sole and absolute discretion to issue waivers on a case-by-case basis.

(C) Each residence shall be provided with off-street parking in the form of a concrete driveway extending from the pavement on the street on which the residence faces to the garage, or on a corner lot, from the pavement on the street to the side of such residence to the garage. All homes must have a two-car (full-size) attached garage. All garages must have doors which conceal the contents of the garage and which will remain closed unless accommodating the entrance or exit of a vehicle or for other good cause. All automobiles, other vehicles, and equipment of any type that are not otherwise prohibited from being parked or left standing overnight in the subdivision which are parked or left standing overnight in the subdivision must be parked or left standing only on the aforementioned concrete driveway or in the attached garage, except small boats or light residential equipment which must be screened by an approved fence and not visible from adjoining lots or streets. However, this restriction shall not prevent guests of residents of the subdivision from parking such guest's automobile on the street overnight on a temporary basis only.

(D) (For keeping of fowl, animals and pets see Section 2, Paragraph Q, *infra*.)

(E) No trash, ashes or other refuse may be thrown or dumped on any Lot.

(F) No building material of any kind or character shall be placed or stored upon any Lot until the Owner is ready to commence improvements. Building material shall not be placed or stored in the street.

(G) With the exception of those Lots in the **Trails of Ashbrooke (Exhibit "F" and Exhibit "G")**, all driveways must be constructed of concrete and all houses must have front concrete walks extending from the entrance of the house to the driveway or the street.

With respect only to the **Trails of Ashbrooke (Exhibit "F" and Exhibit "G")**, all driveways must be constructed of cement, asphalt or concrete and all houses must have front cement or concrete walks extending from the front entrance of the house to the driveway or street. However, at its sole discretion, the Architectural Review Committee may allow the walks to be of brick construction.

(H) With the exception of those Lots in the **Trails of Ashbrooke (Exhibit "F" and Exhibit "G")**, at the time of construction of a dwelling on any Lot in this subdivision, the then Owner will construct a concrete sidewalk 18" from and parallel to the back of the curb, forty-eight inches (48") in width and four inches (4") thick, across the front of the Lot, and the street side if a corner Lot, excepting only the paved driveway. The surface of the sidewalk shall have a broom finish and shall connect evenly with any sidewalk existing on an existing Lot or any driveway. The space between the back of the curb and the edge of the sidewalk shall be sodded to the satisfaction of the Architectural Review Committee.

(I) No fence, wall or hedge shall be placed on any of the said Lots nearer to any street than is permitted for the house on the Lot unless approved in writing by Declarant, and/or the Association, as appropriate. Any fence or wall construction on any Lot shall be constructed of cedar, fir, treated pine, cypress, or redwood. (CHAIN LINK FENCES OR WIRE FENCES ARE STRICTLY PROHIBITED IF NOT SCREENED FROM PUBLIC VIEW BY AN APPROVED FENCE OR OTHER SCREENING MATERIALS APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.) The maximum height of a fence shall be six (6) feet unless approved in writing by the Declarant or the Association. The foregoing notwithstanding, Lots adjacent to Lakes and such other Common Areas as designated by the Architectural Review Committee shall use only fencing of black iron, see-through style along property lines fronting such Lakes or Common Areas, to be submitted and approved by the Architectural Review Committee.

(J) Not applicable.

(K) There shall be no subdivision of a Lot except on Declarant's written approval and no Lot or Lots may hereafter be subdivided so as to create a building Lot of less than 10,600 square feet in that part of the Property designated as Ashbrooke One (**Exhibit "B" – Pages 1-2**), and no less than 11,700 square feet in Ashbrooke Two (**Exhibit "B" – Pages 3-4**), and no less than 11,700 square feet in Ashbrooke Three (**Exhibit "B" – Pages 5-8**), as the same shall be subdivided and the plat thereof recorded; however, nothing in this paragraph shall prohibit the building of a residence on any Lot of the subdivision as originally platted. Provided, however, Declarant by recordable document may allow a smaller building Lot size under certain circumstances, in the sole discretion of Declarant.

(L) (i) It is the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials. The location, size and

construction of all buildings shall be in accordance with the building criteria adopted and approved by the Architectural Review Committee prior to commencement of construction or placing any such improvements on any Lot as required by Article VIII of the Declaration.

All Lots in that area of the Property as described in **Exhibit "B" Pages 1-2 (Ashbrooke Part One-A)** shall have a minimum livable heated and cooled floor area of the main structure, exclusive of open porches, garages, and first floor storage area, of not less than twenty-two hundred (2200) total livable square feet. Of that minimum twenty-two hundred (2200) total livable square feet, a minimum of fourteen hundred (1400) square feet must be finished floor area on the first floor. No dwelling or residential building shall be located nearer than 20 feet to the front lot line, nor nearer than 7½ feet to any side lot line, nor nearer than 20 feet to the rear lot line. No building detached from the main building shall be nearer than 20 feet from the front lot line nor nearer than 5 feet to any other property line.

All Lots in that area of the Property as described in **Exhibit "B" Pages 3-8 (Ashbrooke Part Two-A, Ashbrooke Part Three-A1, and Ashbrooke Part Three-A2)** shall have a minimum livable heated and cooled floor area of the main structure, exclusive of open porches, garages, and first floor storage area, of not less than fifteen hundred (1500) total livable square feet. Of that minimum fifteen hundred (1500) total livable square feet, a minimum of one thousand (1000) square feet must be finished floor area on the first floor. No dwelling or residential building shall be located nearer than 20 feet to the front lot line, nor nearer than 7½ feet to any side lot line, nor nearer than 20 feet to the rear lot line. No building detached from the main building shall be nearer than 20 feet from the front lot line nor nearer than 5 feet to any other property line. No building shall be located on any Lot nearer than twenty (20) feet from the side street lot line. Eaves of buildings located within the set back lines provided in this paragraph may extend across said setback lines, but shall not extend across any lot lines. Provided, however, the side street setbacks for any Lot having frontage on two (2) streets shall be twenty (20) feet.

All Lots in that area of the Property as described in **Exhibit "C" (Ashbrooke Phase B Part 1, Ashbrooke Phase B Part 2, Ashbrooke Phase B Part 3A, Ashbrooke Phase B Part 3B)** shall have a minimum livable heated and cooled floor area of the main structure, exclusive of open porches, garages, and first floor storage area, of not less than eighteen hundred (1800) total livable square feet. Of that minimum eighteen hundred (1800) total livable square feet, a minimum of thirteen hundred (1300) square feet must be finished floor area on the first floor. No dwelling or residential building shall be located nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side lot line, nor nearer

than 20 feet to the rear lot line. No building detached from the main building shall be nearer than 20 feet from the front lot line nor nearer than 5 feet to any other property line. No building shall be located on any Lot nearer than twenty (20) feet from the side street lot line. Eaves of buildings located within the set back lines provided in this paragraph may extend across said setback lines, but shall not extend across any lot lines. Provided, however, the side street setbacks for any Lot having frontage on two (2) streets shall be twenty (20) feet.

All Lots in that area of the Property as described in **Exhibit "D" (The Timbers of Ashbrooke)** shall have a minimum livable heated and cooled floor area of the main structure, exclusive of open porches, garages, and first floor storage area, of not less than twenty-two hundred (2200) total livable square feet. Of that minimum twenty-two hundred (2200) total livable square feet, a minimum of fourteen hundred (1400) square feet must be finished floor area on the first floor. No dwelling or residential building shall be located nearer than 25 feet to the front lot line, nor nearer than 7½ feet to any side lot line, nor nearer than 20 feet to the rear lot line. No building detached from the main building shall be nearer than 25 feet from the front lot line nor nearer than 5 feet to any other property line.

All Lots in that are of the Property as described in **Exhibit "E" (Ashbrooke Part Four-A1, Ashbrooke Part Four-A2, and Ashbrooke Part Five-A)** shall have a minimum livable heated and cooled floor area of the main structure, exclusive of open porches, garages, and first floor storage area, of not less than fifteen hundred (1500) total livable square feet. Of that minimum fifteen hundred (1500) total livable square feet, a minimum of one thousand (1000) square feet must be finished floor area on the first floor. No dwelling or residential building shall be located nearer than 20 feet to the front lot line, nor nearer than 7½ feet to any side lot line, nor nearer than 20 feet to the rear lot line. No building detached from the main building shall be nearer than 20 feet from the front lot line nor nearer than 5 feet to any other property line. No building shall be located on any Lot nearer than twenty (20) feet from the side street lot line. Eaves of buildings located within the set back lines provided in this paragraph may extend across said setback lines, but shall not extend across any lot lines. Provided, however, the side street setbacks for any Lot having frontage on two (2) streets shall be twenty (20) feet.

All Lots in that area of the Property as described in **Exhibit "F" and Exhibit "G" (The Trails of Ashbrooke)** shall have a minimum livable heated and cooled floor area of the main structure, exclusive of open porches, garages, and first floor storage area, of not less than twenty-five hundred (2500) total livable square feet. Of that minimum twenty-five hundred (2500) total livable square feet, a minimum of eighteen hundred (1800) square feet must be finished floor area on the first floor. No

dwelling or residential building shall be located nearer than 40 feet to the front lot line, nor nearer than 10 feet to any side lot line; nor shall they be nearer than 25 feet to the rear lot line except as to waterfront Lots which shall not be nearer than 50 feet. No building detached from the main building shall be nearer than 40 feet from the front lot line, nor nearer than 10 feet to any other property line; nor nearer than 10 feet to the rear property line except as to waterfront Lots which shall not be nearer than 50 feet. Each Lot abutting the lake (**Lots 1-24**) is designated as an Estate Lot and shall contain not less than 43,560 square feet. No dwelling shall contain aluminum windows. No garage shall face or open to the street. If the Lot is a corner lot, the prior written consent of the Architectural Review Committee is required for the siting of the dwelling as the same relates to the other dwellings on or adjacent to any corner.

- (ii) If there is any finished or unfinished livable area is on the second floor there must be a stationary fixed (not a pull down) stairs to the second floor. Any livable second floor area must have a window for egress. No house shall have a roof with a pitch less than eight/twelve (8/12) on the main roof structure.

(M) Any construction commenced on any house as provided in this Declaration shall be substantially completed per the plans, including without limitations, all painting, within 365 days from the date such construction commenced as evidenced by the issuance of the building permit and first code inspection. Violation of this restriction shall subject the Lot to a fee or charge of \$50.00 per day for each day such construction remains in violation of this restriction; which charge or fee may be collected by such action or means as Declarant, the Board of Directors may approve pursuant to this Declaration.

(N) Outbuildings, when detached from the main building, shall be set back of the rear line of the main building on the Lot, and shall not be located nearer than ten (10) feet to the side or rear lot line. Any outbuilding must be approved in writing by the Declarant or the Owners Association prior to beginning construction and be screened by an approved fence. Also, the sides and roof shall match the house. The maximum height of walls shall not exceed the fence height and the total height at the top (ridge) of the roof shall not exceed eight and one-half (8 1/2) feet from the ground. The only visible part of the building over the fence upward to the roof shall not extend above the fence more than two and one-half (2 1/2) feet. The floor area of the structure shall not exceed one hundred eight (108) square feet. No fence shall exceed six (6) feet in height. Any variance from this must be approved in writing by the Declarant or the Association prior to beginning construction. If required by the County, a County building permit must be obtained before commencing construction.

SECTION 2. Prohibitions Against Use.

(A) The Owner of each Lot (Declarant, Builder, or individual homeowner) is responsible for using protective measures to prevent sediment from leaving any area of the Lot. The Owner will be responsible for this until permanent grassing has been established for the Lot.

Erosion control measures which may be taken include, but is not limited to, the proper installation and erection of silt fence and the proper installation of hay bales.

(B) (i) Grass, weeds and vegetation on each Lot bought shall be kept mowed at regular intervals by the Owners, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants which die shall be promptly removed from each Lot. The above restrictions apply to all Lots purchased before and after a house is built on the Lot. The Declarant and/or the Association may, at its option and in its discretion, have dead trees removed from any Lot and mow and remove debris. The Owner of such Lot shall be obligated to reimburse Declarant and/or the Association for the cost of such work. Should such Owner refuse or neglect to comply with the terms of this paragraph, Declarant or the Board of Directors may take such action as will secure performance by the defaulting Owner as provided in this Declaration, including but not limited to the assessment of fines and lien remedies as provided in Article IV, Section 4(D) and elsewhere herein. Any party who constructs a residence on a Lot shall remain responsible for the upkeep of such Lot until the Lot is sold and/or occupied. While not subject to the same mowing frequency requirements of Lots with completed houses, vacant Lots shall be maintained by the Owner in such a manner to prevent such Lot from becoming a nuisance to the subdivision.

(ii) All Lots shall be sodded from the back of the curb to the dwelling (excluding driveways) and if a corner Lot for a distance of thirty (30) feet from the back of curb or less as is appropriate in the opinion of Declarant because of the topography of the Lot and dwelling site. A minimum distance of eighteen (18) inches will be maintained between the back of the curb and sidewalk and will be sodded as per Article XI, Section 1(H).

(C) No clothes line shall be erected or maintained on any Lot, nor shall laundry be hung, where exposed to view of the public or other Owners.

(D) No tent (except as provided in Paragraph M below), shack, barn or other outbuilding shall be erected or located on any Lot and shall not at any time be used as a residence, either temporary or permanent, nor shall any structure of temporary character be used as a residence.

(E) No farm machinery, equipment, trailers, recreational vehicles (RV's), tractors, vehicles unable to move under their own power, or trucks larger than three-quarter (3/4) ton shall be permitted to be parked or left standing overnight on any part of any Lot or street in Ashbrooke. This restriction, however, shall not apply to (1) the use of vehicles for the delivery of goods to, services or maintenance for the benefit of houses in the subdivision; (2) in the construction of any residence on a Lot; or (3) light residential equipment screened by an approved fence and not visible from adjoining Lots or streets. Further, no automobiles, other vehicles, machinery and equipment described above, or similar machinery and equipment of any

type shall be permitted to be placed on any part of any Lot or street at any time for the specific purpose of advertising for sale such automobile, vehicle, machinery, or equipment.

(F) No privy, cesspool, septic tank field or disposal plant shall be erected or maintained on any Lot. All residences shall have the plumbing connected to the available sanitary facilities.

(G) No obnoxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Estate sales, moving sales, yard sales, garage sales, tag sales or rummage sales may be conducted only with prior written approval from the Board of Directors, to be given or withheld in its absolute and sole discretion.

(H) Except as provided for in Article XI, Section 1(L) and (N) and Article XI, Section 4(A), no building, inclusive of the garage shall be located on any residential Lot nearer than twenty-five (25) feet from the front lot line or nearer than seven and one-half (7.5) feet to any side lot line on interior Lots. No building shall be located on any Lot nearer than twenty (20) feet from the back lot line. No building shall be located on any Lot nearer than twenty (20) feet from the side street lot line. Eaves of buildings located within the set back lines provided in this paragraph may extend across said setback lines, but shall not extend across any lot lines. Provided, however, the side street setbacks for any Lot having frontage on two (2) streets shall be twenty (20) feet.

(I) No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any Lot.

(J) 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 adjoining Lots as a building site, the set back requirements set out in numbered Paragraph H above, relative to any common interior lot lines of such Lots or any utility or drainage easement the vacating of which is not to the detriment of any other Lot in the subdivision, to the extent permitted by law may be waived by Declarant and/or the Association in writing. However, all other restrictions herein contained shall apply to the same extent as if the dwelling had been built on a single Lot.

(K) No antennas, Citizens Band or otherwise, that require towers or guyed wires, or are attached to a house (including chimney) shall be permitted on any Lot at any time without prior written approval by the Declarant or the Association.

(L) No sign or signs advertising of any kind shall be maintained or permitted within any windows, on the exterior of any windows located within Ashbrooke. Notwithstanding the foregoing, the restrictions of this Subsection (L) shall not apply to Declarant. 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. Nothing contained herein shall prohibit the Owner of any Lot or his agent from placing a "For Sale" or "Lease" sign on a Lot, with the size of the sign not to exceed 20 inches x 24 inches or 480 square inches.

(M) Except as otherwise provided herein, no tent, except for use in overnight, weekend, or vacation camping, or trailer, whether or not a house trailer, livestock, automobile, or other trailer shall be placed on any Lot or on any other area at any time, either temporarily or permanently without prior approval of Declarant or the Association. With the exception hereafter provided for those Lots in the **Trails of Ashbrooke (Exhibit "F" and Exhibit "G")**, boat trailers and utility trailers may be kept on the property provided they are screened when not being used or awaiting use for their intended purpose. Lots in the **Trails of Ashbrooke (Exhibit "F" and Exhibit "G")** shall be permitted to store or park boat trailers, utility trailers, ATVs, campers and other recreational vehicles on driveways, parking pads, and other such reasonable places, without the above requirement to screen the same from public view, subject to the absolute discretion of the Board of Directors on a case-by-case basis. No mobile home shall be placed on any Lot or any other area at any time, either temporarily or permanently. 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 and Lake view. The Board of Directors shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking 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, ATVs, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board of Directors may regulate or at any time for proper cause, prohibit motorcycles, motorized bicycles, ATVs, motorized go-carts, and other similar vehicles, or any of them from being kept, placed, or operated on any portion of the Common Area. No Owner or other occupant of a Lot shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling, or within any portion of the Common Areas except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(N) It shall be the responsibility of each Property Owner 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 Ashbrooke 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 permitted on any Lot, Dwelling, or any part of the Common Areas. 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 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, cowbells, 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 in such a way as to be objectionable to or offensive to an Owner of any Lot or the Common Areas. Any Owner, or his family, tenants, guests, invitee's, 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. 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.

(O) No television antenna or satellite dish in excess of twenty-four (24") inches, a 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, or screened from view by shrubbery or other plants, 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 antenna, security cable television, mobile radio, or other similar systems within the Property. Should cable television services be unavailable, and adequate television reception not be otherwise available and such antenna is not concealed from view as required above, then an Owner may make written application to the Board of Directors for permission to install a satellite dish or a television antenna not permitted above.

(P) The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither these nor any other illumination devices, not including illuminated Christmas ornaments operating twenty-four (24) days prior to Christmas and ten (10) days after Christmas shall be located anywhere on the structure or grounds of any Lot in such a manner as to adversely illuminate or affect the nighttime environment of any adjoining Property.

(Q) No animals, large or small, whether horses, cows, camels, sheep or goats, or other livestock or swine, emu, bison, raptors or reptiles, poultry of any kind, and no fowl except for birds caged as inside pets; shall be raised, bred, kept, staked, fed or pastured on any Lot, or in the Common Area, except as follows: A kennel or pen may be constructed or used for the care and housing of not more than two (2) dogs, and no more than two (2) dogs may be regularly housed at the residence of the Owner. An Owner may keep two (2) domesticated house cats. Any dog pen must be approved by the Declarant or the Association in writing prior to construction and be screened by an approved fence. Regardless of number, whether two (2) or less dogs or cats, the keeping of animals shall be such as to not constitute an annoyance or nuisance to the community. No kennels will be allowed unless Owner resides on the premises. All dogs not within a residence, within a fenced yard, or in a kennel shall be kept on a leash suitable to the temperament of the animal and in the care of a person able to restrain and control the animal on the leash.

(R) 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 (including a licensed Contractor-Homebuilder) to maintain and carry on those 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 and Common Areas.

(S) 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.

(T) The Architectural Review Committee shall have the authority to designate the type and quality of mailboxes or other receptacles for the deposit of mail.

(U) There shall be no above ground swimming pools built on any Lot. All pools shall be subject to approval of the Architectural Review Committee.

SECTION 3. General Uses.

(A) Other restrictions applicable to each Lot may be made by 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 in the same manner as though they have been originally expressed herein.

(B) A Lot Owner, in building or causing to be built the original dwelling on any Lot, shall not substantially duplicate the exterior elevation, including design or architecture, of any other dwelling then existing within four hundred (400) feet measured along the street on which the Lot fronts or in the event the Lot is a corner Lot then no dwelling shall be substantially duplicated for a distance of four hundred (400) feet along the street forming the side lot line.

- (C) (i) Landscaping Plans shall include all proposed shrub and groundcover planting noting actual plant species and spacing.
- (ii) All proposed lawn areas, noting method of application (sod, seeding, hydro-mulching, etc.) and lawn species.
- (iii) All front lawn areas shall be sodded, and all corner Lots will be considered as having two front lawn areas. No hydro-mulching shall be allowed on front lawn areas.
- (iv) Any area of the lawn between the sidewalk and street shall be consider as the Owner's front lawn and shall be landscaped, or kept in its natural state, as shall be mutually agreed upon in writing by Owner and Declarant or Architectural Review Committee.

(D) All of the restrictions and covenants appearing herein, as well as those appearing in a deed or other conveyance of any Lot 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 other reason are not enforceable, all others shall not be affected or impaired thereby, and shall remain in full force and effect.

(E) Violation of any of the covenants and restrictions contained herein are enforceable by any other person or persons owning any Lot, and who may proceed at law or in

equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable. Further, if after receipt of notice of any violation of these covenants and restrictions, and an opportunity has been provided to correct or remedy the violation, the person or persons owning any Lot has failed or refused to correct or remedy the violation, suit maybe instituted to enforce compliance with these covenants and restrictions. If suit is instituted to enforce these covenants, the prevailing party shall be entitled to also seek recovery of its reasonable attorney fees and court costs.

(F) There may be created, as shown on the face of the plat of the subdivision, or by separate recorded instrument, such Common Area tracts as the Declarant shall create and declare. Common Area tracts shall include any retention pond, drainage canal or channel, or creek traversing the property as well as all open-space easements created or arising out of the subdivision development shall be for the benefit of all Property in Ashbrooke and shall be maintained by the Association. At any time following the filing of the final subdivision map or plat for the subdivision, title to the Common Area tracts located in the subdivision may be conveyed to and accepted by the Association, such conveyance to be at the discretion of the Declarant.

Subsequent to subject transfer of title to the Association, all responsibility and liability of the Common Area tracts, and/or any amenities located thereon, shall become the responsibility and/or liability of the Association. All costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, related to the above mentioned property shall be borne by the Association.

(G) The Declarant and the Association shall have the right, but shall not be obligated, to protect from erosion all the shoreline on all Lots abutting the Lake by planting trees, plants and shrubs where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Declarant and/or the Association, respectively. The right is likewise reserved to the Declarant and to the Association to take steps necessary to provide and insure adequate drainage ways to, in, from, over and across any Common Area, to cut fire breaks, remove diseased, dead or dangerous trees and to carry out other similar activities, the cost of which services to be paid by assessment of the Association in accordance with Article IV of this Declaration.

SECTION 4. Lake Use, Easement, Control and Waterfront Areas.

(A) Waterfront Areas. To preserve the integrity of the shoreline and dam and to insure and control silting and sediment into any lake governed by this Article XI, there is hereby established construction and clearing restrictions on all Property which fronts on the Lake and that portion of the Property comprising the Lake, dam area and drainage from the Lake (hereinafter collectively referred to as "Lake") shall be preserved substantially as it presently exists except for clearing for safety, construction, view, and breeze as approved by the Board of Directors. Notwithstanding the foregoing, the Declarant hereby reserves unto itself, its successors in title and assigns, the right to exempt properties from construction and clearing

restrictions in those cases where the Board of Directors determines that such exemption will not materially lessen the natural appearances and scenic beauty of the Lake or determines that such exemption is necessary to protect the shoreline from erosion or from pollution. The following horizontal construction setback restrictions from the Lake are hereby established:

- (i) No house site, no building or other structure shall be constructed or maintained on any Property within seventy-five feet (75') of the rear or "lake-side" line, with the exception of any boathouse constructed and approved by the Declarant or the Architectural Review Committee. No parking area designated to accommodate an automobile shall be constructed or maintained on any Property within seventy-five feet (75') of the rear or "lake-side" lot line except such as have prior written approval of the Declarant or the Architectural Review Committee.
- (ii) A boat house and pier shall be constructed in accordance with the design and building criteria adopted by the Declarant or the Architectural Review Committee and the location and extension of same into the lake shall be approved by the Declarant or the Architectural Review Committee prior to commencement of construction, provided however, all piers and docks shall be constructed within the extended boundaries of the side lot lines. In no event shall any structure such as a shoreline pier or deck extend into the lake as beyond the rear or "lake" lot line as such line has been established by and determined by the dimension shown on the recorded subdivision plat.

(B) Shoreline Stabilization. Within three (3) years from the date an Owner receives a deed to a waterfront Lot, the Owner shall establish the shoreline of the Lot according to the shoreline stabilization criteria adopted by the Board of Directors or such other plan as may be submitted by the Owner and approved by the Board of Directors. If the Owner has not complied with the requirements of this paragraph (B) within the three (3) year period of time, the Association or the Declarant shall have the option, but not the obligation, to stabilize the shoreline in accordance with the shoreline stabilization criteria adopted by the Board of Directors and charge the cost of the work to the Property Owner as a special assessment against the Lot. The Association and/or the Declarant, severally, their heirs, successors and assigns, and agents shall have the right to enter upon such Lot for the purpose of performing the work, provided however that prior to exercising such rights to enter upon such Lot for the purpose of performing the work, the Declarant or the Association, as the case may be, shall give the Property Owner the opportunity to stabilize the shoreline by giving such Property Owner notice that the work must be completed within a reasonable time or that such work shall be performed by the Association or the Declarant, as the case may be. Such notice shall specify the work to be done and the time by which such work must be completed.

(C) Other Regulations. The use of the Common Areas, Common Facilities, and Lakes by the Owners, their guests and invitees shall be governed by the applicable rules, regulations, and policies as from time to time promulgated by the Association. The Declarant and the Association shall have the right and authority to lower the level of the Lake at such times as they or either of them believe it to be in the best interest of the Lake and Property for the maintenance, preservation, and development of the shore lines and the maintenance and

preservation of fish and other wildlife. The Declarant and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

SECTION 5. Lake Easements.

(A) At such time as any portion of any Lot abuts or is covered by a body of water declared to be a Lake by Declarant, then in that event, the Owner of the Lot or parcel shall have full use of the Lake and an easement is hereby reserved by the Owner, its successors and assigns, for the use and benefit of the Owners of all Lots forming a part of the Lake, over and across all portions of any Lot under the body of water contained within the boundaries of the Lake and an easement over, on, and across the entire body of water comprising such Lake, for the use and enjoyment of such Lake, is hereby granted to the Owner of any Lot forming a part of such Lake. The Owner of any Lot shall be entitled to use the Lake subject to all rules which may be adopted by the Association for such use.

(B) Notwithstanding anything herein to the contrary, it is understood and agreed that an Owner of a Lake Lot is vested with fee simple title to that portion of the Lake which covers the Lot, subject only to the mutual easement for the use of the Lake, and for the maintenance of the Lake as herein provided.

(C) Further, Declarant hereby conveys and warrants unto the Owner of any Lake Lot a perpetual and non-exclusive easement over and across any portion of the Property necessary to maintain the dam on any Lake and for the purpose of overflow from the Lake, to construct a flume or drainage structure to effect or facilitate drainage to a proper drainage structure, stream, or stream bed, which easement shall affect only those Lots affording such maintenance and drainage and as to which drainage and maintenance, a reservation will be made in the deed affected by such. In addition, such maintenance and drainage for overflow areas shall be shown on the plat of survey of any Lot affected by such drainage overflow or drainage easement.

SECTION 6. Lake Use, Dam Control, and Boating Restrictions.

(A) No Owner of any portion of the Property, his guests or invitees shall use a Lake in such a manner as to interfere with the use and enjoyment of the shoreline of the Owner of any Lot abutting the Lake by its Owner.

(B) No boat shall exceed sixteen (16') feet in length.

(C) No boat shall be run at a speed in excess of that provided by one trolling motor, which speed shall be reduced and taking into consideration such other use of the Lake by an Owner of a Lake Lot as is then being made.

(D) No person or persons shall be permitted to use the Lake unless accompanied by or authorized by an Owner who has the right to use such Lake, such authorization to be as permitted under Section 7(B).

(E) No Owner may do anything which would affect the water level, condition, quality, or character of the Lake.

(F) It shall be the responsibility of each Owner, his guests and invitees, to prevent the development of any unclean, unsightly, or unkempt conditions on the Lake, and the shoreline bordering an Owner's Lot.

(G) Each Owner, his family, tenants, invitees, guests, servants, and agents shall refrain from any act or use of any Lake, 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.

(H) If any dam is a part of any roadway the Board of Directors shall, for the purpose of maintenance and upkeep and control of the roadway, have jurisdiction and control of the dam.

(I) All uses of the Lake 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, swimming, and maintenance.

(J) No garbage, trash, or refuse of any kind shall at any time be dumped into or deposited in the Lake.

(K) No Owner shall have more than one (1) boat on the Lake. If at any time a boat, its operation, or the behavior of any occupant of the boat appears to be threatening to the health, safety, and welfare of the Lake, the Dam, Declarant, or any Owner, the owner of such boat shall remove the boat from the Lake at the request of the Board of Directors.

(L) All motors utilized on the Lake shall be electric trolling motors, with the power to regulate the horsepower thereof vested in the Board of Directors.

(M) No person shall operate or be permitted to operate a boat while under the influence of alcohol or drugs.

(N) No firearms of any type or caliber shall be discharged on or about the Property, nor shall any weapon of any kind be fired from the Lake or into the Lake.

(O) Each Owner is responsible for the operation of the boat belonging to him and for the conduct of his family members and guests as regards to observation of all of the provisions hereof. Failure to observe these rules shall be a breach of the covenants, affording the aggrieved party the remedies set forth herein.

(P) Declarant and Owner covenant and agree not to change the configuration or depth of the Lake or the physical structure, condition, or location of the dam, unless such change is approved by unanimous consent of the Board of Directors.

(Q) Declarant and Owners, their successors in title and assigns shall and do agree to indemnify, defend, and hold harmless each other, their agents, employees, and successors in title against and from all claims for injury, damage or death to persons, or damage to or loss of Property arising out of any act or omission concerning use, operation, and/or use of the Lake or any exercise of any privilege granted in this instrument.

(R) The Lake may not be used for any commercial purposes.

SECTION 7. Fishing Regulations.

(A) Subject to the other provisions hereof, no one shall be permitted to fish in the Lake, except those persons permitted under rules established by the Association.

(B) Fishing privileges may be extended to a guest when Declarant and Owner are not present, provided each such guest has an individual permit written, signed, and dated by Declarant or Owner stating therein the date for which the permit is to be used and the type boat to be used, stating affirmatively that such guest has permission to use the boat. Permits may not be issued for more than two (2) consecutive days.

SECTION 8. This section is reserved for future use.

SECTION 9. This section is reserved for future use.

**ARTICLE XII.
RULE MAKING**

SECTION 1. Rules and Regulations.

Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Dwellings, Common Areas, Common Facilities and Lakes. 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 judgment of the Board of Directors, be environmentally hazardous, such as the application of insecticides, herbicides, fertilizers and pesticides and other chemicals.

Subject to the terms and provisions of this Declaration, Declarant and 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. Phase Development. The Declarant expressly reserves the option, right and privilege (i) to annex all or any portion of the real property described in **Exhibit "H"** which is the Additional Property, to the Property, and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration and the jurisdiction of the Association. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section 3 of this Article XIII.

The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any portion of the Additional Property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Declarant and the Association that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

SECTION 3. Annexation Procedures. To annex Additional Property to the Property as permitted by Section 2 of this Article XIII, the Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property and the new, amended or revised description of the Property. The option, right and privilege of the Declarant to annex any portion of the Additional Property to the Property is subject to the following provisions:

(A) The Declarant's option, right and privilege to annex Additional Property shall terminate and expire on December 31, 2014.

(B) The Declarant may annex any portion of the Additional Property at different times and in any sequence desired by the Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous to the Property.

(C) The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed, but the Supplement may contain such complementary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such complementary additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section 14 of Article IV to equitable adjustments, and otherwise shall not amend or modify the provisions of this Declaration.

SECTION 4. Effect of Annexation. Upon the Supplement referred to in Section 3 of this Article XIII being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, the Common Area and the Common Facilities, including any Green Space or Lakes, of or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations

and membership of the Association, including the Articles of Incorporation, the Bylaws and the rules and regulations promulgated or adopted by the Board of Directors. All Owners of Lots shall be granted the rights contained in Article II to the Property as described after such annexation.

SECTION 5. Additional Property Modifications. At any time or times prior to December 31, 2014, the Declarant shall have the option, right and privilege, but not the obligation, to amend the description of the Additional Property, as contained in **Exhibit "H"** to include other real property the Declarant now or in the future may own or acquire, within the vicinity of, but expressly without the necessity or requirements of being contiguous to, the real property described in **Exhibit "A"**, if at such time or times the Declarant intends to develop such other real property in a manner consistent, compatible or in conformance with the Declarant's development of the Property. To amend the description of the Additional Property, the Declarant shall execute and file for record a Supplement which described the other real property being included in the description of the Additional Property and the resulting new, amended or revised description of the Additional Property.

SECTION 6. Annexation Restrictions. Except for the Property and the Additional Property as amended or revised pursuant to Section 5 of this Article XIII other real property may be annexed to the Property or become subject to the provisions of this Declaration and the jurisdiction of the Association only by a vote of sixty-seven percent (67%) of the voting power of the Members and such other consent as may be required under this Declaration.

SECTION 7. No Consent Required. The Declarant shall not be required to obtain any consent or approval of any Owner or other Person, including any Mortgagee, to annex any Additional Property to the Property as permitted by Section 2 of this Article XIII or to amend the description of the Additional Property to include other real property as permitted by Section 5 of this Article XIII. Each Owner, each Mortgagee and each other Person, including, but not limited to, each grantee, heir or devisee, personal representative, successor and assign of an Owner, Mortgagee or other Person, by acceptance of any deed or other interest in or with respect to any Lot, including a deed of trust, mortgage or similar encumbrance, shall be deemed to have expressly agreed and consented to (i) each of the provisions of this Article XIII, and (ii) the execution, filing for record and provisions of any Supplement contemplated by this Article XIII.

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 an initial term ending December 31, 2034, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of a sixty-seven (67%) percent majority of the Lots has been recorded in the deed records in the Chancery Clerk's office agreeing to abolish or amend the 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. Notwithstanding Section 1 of this Article XIV, the Covenants, Conditions and Restrictions of this Declaration may be amended by the Declarant only prior to December 31, 2012. Thereafter and prior to December 31, 2015, this Declaration may be amended in part with the consent of Declarant and not less than fifty (50%) percent of the voting power of the Lot Owners. Thereafter the covenants and this Declaration may be amended or terminated with the consent of the Owners of sixty-seven (67%) percent of the Lots, and in each case such amendment shall be evidenced by a document in writing bearing the signatures of such Owners. All amendments, if any, shall be recorded in the Office of the Chancery Clerk of Madison County, Mississippi.

SECTION 3. Enforcement of Declaration.

(A) **Compliance.** If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Persons, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. In addition to the right of the Association to assess fines under Section 4(D) of Article IV, if any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owner of the Lot where such structure or improvements is located or who otherwise causes such violation, if the violation is not corrected by such Owner within thirty (30) days after written notice of such violation. Any person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 9 of Article IV. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

(B) **Enforcement.** This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of any Owner under this Declaration or otherwise specified in this Declaration, including Section 9 of Article IV, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association, and each Owner by acceptance of a deed or other

conveyance document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

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. 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 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 mail, 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. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Lot or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(A) Any sixty (60) day delinquency in the payment of assessments or charges owned by the Owner or any Lot on which it holds the mortgage, and as to which delinquency, collection is instituted.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

(D) The Association may charge a fee, which fee is reasonable in its sole discretion for such notices

SECTION 8. Notice of Mortgage. Any holder of a Recorded First Mortgage shall be entitled to notify the Association that such mortgagee holds a mortgage on a Lot.

SECTION 9. 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 delivery is by mail, it shall be deemed to have been delivered five (5) business days after a copy of the same has been deposited in the United States mail, postage prepaid, 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.

ARTICLE XV.
DECLARANT'S RIGHTS AND RESERVATIONS

SECTION 1. Declarant's Rights and Reservations. No provision in the Articles of Incorporation, Bylaws, or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or re-subdivide any portions of the Property, or realign any line common to two (2) Lots or between a Lot and a Common Area, or to complete improvements or refurbishments (if any) to and on the Common Area or any portion of the Property owned by Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements 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, signs, and sales office 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 Ashbrooke, will be required before any amendment to this Article shall be effective while Declarant owns any portion (or Lot) of the Property. Declarant shall be entitled to the non-exclusive use of the Common Area without further cost or access, ingress, egress, use or 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 its Lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps 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.

SECTION 2. Notwithstanding anything contained elsewhere herein (Article IX, excluded) to the contrary, all rights and duties conferred on the Board of Directors of the Association under all sections of this Declaration except for Articles VIII (Architectural Review), X (Easements), and XI (Covenants) shall be exercised by Declarant until December 31, 2013 as to the property described in **Exhibit "A"** and for twelve (12) years following the execution of this Declaration **Exhibit "H."** Declarant reserves the right to exercise all rights and duties and give consents and waivers under Articles VIII, X and XI for a period of fifteen (15) years following the execution of this Declaration. Declarant may turn over all rights reserved hereunder to the Board of Directors at any time. Any rights reserved under this paragraph shall

be automatically extinguished or divested, and vest in said Association at such time as Declarant has divested itself of all right, title, and interest in and to the Property unless such rights have been assigned as previously provided for herein.

SECTION 3.

(A) Joint Authority of Declarant. With respect to all matters relating to the Common Areas, Common Facilities, and Lakes, a majority of Declarants may approve any action and execute any document or instrument necessary or desirable for the maintenance and operation of the Common Areas, Common Facilities and Lakes which relates to the interpretation or application of the Declaration thereto.

(B) Separate Authority of Declarant. With respect to each separate Development, all rights, powers and authority granted to the Declarant shall be exercised by the respective Declarant which is the developer of such area.

(C) Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred only and exclusively by the Declarant, with or without notice to the Association, as follows:

1. Gideon & Shoemaker, LLC may exclusively and only make an assignment and transfer insofar as the same pertains to the property described in Exhibits "B," "E," and "F" attached hereto.
2. Stratford and Timber HOA may exclusively and only make an assignment and transfer insofar as the same pertains to the property described in Exhibit "C" or Exhibit "D" attached hereto.
3. Cherry Hill Plantation Limited Partnership may exclusively and only make an assignment and transfer insofar as the same pertains to the property described in Exhibit "G" attached hereto.

(D) Declarant Assignment to Association. The Declarant of any separate Development shall, upon the sale of all its Lots in that separate Development, assign all of its rights as Declarant to the Ashbrooke Owners Association. The Declarant of any separate Development may, at the Declarant's sole discretion and at any time hereafter, whether or not all Lots in the separate Development have been sold, assign all of its rights as Declarant to the Ashbrooke Owners Association. The Assignment shall be by written document recorded in the Land Records of Madison County, Mississippi.

SECTION 4. Incorporation by Reference on Resale. In the event any Member sells, assigns, transfers or otherwise conveys any Lot, any instrument of conveyance purporting to effect such conveyance or transfer shall contain a provision incorporating by reference the covenants, conditions, restrictions, servitudes, easements, charges and liens set forth in this

Declaration; however, any such sale, assignment, transfer or other conveyance shall be subject to this Declaration whether or not expressly referred to in the instrument.

SECTION 5. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of the person who appears as Member on the records of the Association at the time or such mailing.

SECTION 6. No Dedication to Public Uses. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any part of any Common Areas by any public or municipal agency, authority, or utility, and nothing herein contained shall be interpreted as imposing upon any public agency, authority or utility company any responsibility or liability for the maintenance or operation of any of the Common Areas, except that it shall be the obligation of such agency, authority or utility company to repair any damages caused by same.

SECTION 7. Relationship Between Declarant and Owners/Members. Nothing contained herein creates or shall be deemed to create a fiduciary or partnership relationship between Declarant and any Owner.

SECTION 8. Effective Date. This Declaration shall be effective when executed by Declarant and filed for record in the office of the Chancery Clerk of Madison County.

SECTION 9. Additional Restrictions. The Declarant reserves the right to place additional restrictions on the Common Areas in the instrument conveying the Common Areas to the Association.

SECTION 10. Priority and Precedence. In the event of a conflict in the terms and provisions of the Declaration, or any amendment or supplement thereto, and this Amended and Restated Declaration, the terms and provisions of this Amended and Restated Declaration shall be deemed to take priority and precedence and this Amended and Restated Declaration shall be deemed to supersede, where applicable, the terms and provisions of the Declaration and all amendments and supplements thereto.

ARTICLE XVI **ASHBROOKE OWNERS ASSOCIATION AS SUCCESSOR** **TO THE DEVELOPMENT ASSOCIATIONS**

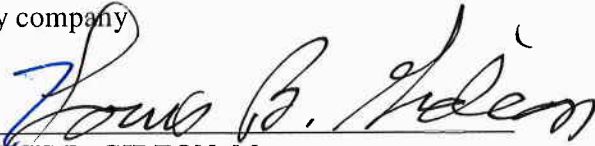
The execution and recording of this Amended and Restated Declaration shall not be construed to constitute waiver, ratification or estoppel of any of the rights obligations of the Declarant, its successors or assigns, the Ashbrooke Owners Association, the Architectural Review Committee, the Owner of any Lot, or any other party. All assessment liens arising and/or recorded or prior to the execution and recordation of this instrument by either Ashbrooke Owners Association, Ashbrooke and Trails Homeowners Association, Inc., or Stratford and Timber Homeowners Association, Inc., remain in full force and effect and are fully enforceable by the Ashbrooke Owners Association. Additionally, any unpaid but accrued liabilities, arising

prior to the execution and recordation of this instrument, to either Ashbrooke Owners Association, Ashbrooke and Trails Homeowners Association, Inc., or Stratford and Timber Homeowners Association, Inc. shall not be extinguished, waived, cancelled or estopped by this instrument, but remain due and owing and shall henceforth be due to and collectible by Ashbrooke Owners Association, which shall stand in the stead of the Association to which the underlying liability is due.

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WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the 12th day of July 2013.

GIDEON & SHOEMAKER, LLC, a Mississippi limited liability company

By: 
LOUIS B. GIDEON, Manager

By: 
HOLLIS SHOEMAKER, Manager

STRATFORD AND TIMBER HOMEOWNERS ASSOCIATION, INC., a Mississippi nonprofit corporation

By: 
PETER K. SMITH, President

CHERRY HILL PLANTATION LIMITED PARTNERSHIP, a Mississippi limited partnership

By: 
MARCUS A. SHARP, General Partner

By: 
MARY ANN NARRON, General Partner

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid county and state, on this 17th day of July, 2013, within my jurisdiction, the within named LOUIS B. GIDEON and HOLLIS SHOEMAKER, personally known to me to be Managers of GIDEON & SHOEMAKER, LLC, a Mississippi limited liability company, and that for and on behalf of the Company, and as the act and deed of the Company, they executed and delivered the above and foregoing instrument for the purposes mentioned, they having been duly authorized so to do.

My Commission Expires:



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid county and state, on this 12th day of July, 2013, within my jurisdiction, the within named Peter K. Smith, who acknowledged that he is President of STRATFORD AND TIMBER HOMEOWNERS ASSOCIATION, INC., a Mississippi nonprofit corporation, and that for and on behalf of the Corporation, and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized by the Corporation so to do.

My Commission Expires:



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF Neshoba

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid county and state, on this 18th day of July, 2013, within my jurisdiction, the within named MARCUS S. SHARP and MARY ANN NARRON, who acknowledged that they are General Partners of CHERRY HILL PLANTATION LIMITED PARTNERSHIP, a Mississippi limited partnership, , and that for and on behalf of and as the act and deed of the Limited Partnership, they executed the above and foregoing instrument after first having been duly authorized by the Limited Partnership so to do.

Valerie McDaniel
NOTARY PUBLIC

My commission expires:



A parcel of land lying and situated in the South $\frac{1}{2}$ of Section 13 and in the North $\frac{1}{2}$ of Section 24, all in Township 8 North, Range 1 East, Madison County, Mississippi, being more particularly described as follows:

Commence at a concrete monument representing the SE corner of Section 13, Township 8 North, Range 1 East, Madison County, Mississippi, and run thence North 0 degrees 39 minutes 43 seconds West along the East line of said Section 13 for a distance of 1328.12 feet to an iron pin which is the Point of Beginning of the parcel herein described. From the Point of Beginning run thence North 0 degrees 39 minutes 43 seconds West along said Section line for a distance of 810.26 feet to an iron pin on the Southerly right of way of Stribling Road; thence run along said right of way for the following calls: South 89 degrees 17 minutes 04 seconds West for a distance of 2213.32 feet to a point; South 87 degrees 58 minutes 28 seconds West for a distance of 477.07 feet to a point; South 88 degrees 46 minutes 25 seconds West for a distance of 520.96 feet to a point; South 89 degrees 40 minutes 44 seconds West for a distance of 375.15 feet to a point; North 87 degrees 37 minutes 16 seconds West for a distance of 57.49 feet to a point; South 89 degrees 22 minutes 05 seconds West for a distance of 769.83 feet to a point; South 89 degrees 47 minutes 16 seconds West for a distance of 791.50 feet to a point; South 88 degrees 20 minutes 24 seconds West for a distance of 110.58 feet to the intersection of said right of way and the West line of said Section 13; thence exiting said right of way run South 00 degrees 43 minutes 41 seconds East along said section line for a distance of 2449.64 feet to the intersection of said section line with the centerline of Dewees Road (circa May, 2003); thence run along said centerline for the following calls: South 01 degrees 08 minutes 50 seconds East for a distance of 177.80 feet; South 01 degrees 03 minutes 07 seconds East for a distance of 478.33 feet; South 00 degrees 40 minutes 51 seconds East for a distance of 145.99 feet to the intersection of said centerline and the South line of 66 $\frac{2}{3}$ acres off the North end of the Northwest $\frac{1}{4}$ of Section 24; thence run North 89 degrees 01 minutes 15 seconds East for a distance of 2645.88 feet to an iron pin; thence run South 00 degrees 23 minutes 09 seconds East for a distance of 1324.42 feet to an iron pin; thence run North 89 degrees 20 minutes 06 seconds East for a distance of 1326.54 feet to an iron pin; thence run North 00 degrees 21 minutes 31 seconds West for a distance of 3750.45 feet to an iron pin; thence run North 88 degrees 55 minutes 53 seconds East for a distance of 1322.16 feet to the Point of Beginning. This parcel contains 361.61 acres, more or less.

Exhibit A

Property Description:

A parcel of land lying and situated in the South 1/2 of Section 13 and in the North 1/2 of Section 24 all in Township 8 North, Range 1 East, Madison County, Mississippi being more particularly described as follows:

Commence at a concrete monument representing the SE corner of Section 13, Township 8 North, Range 1 East, Madison County, Mississippi and run thence N 0 degrees 39 minutes 43 seconds W along the east line of said Section 13 for a distance of 1328.12 feet to an iron pin; thence run N 0 degrees 39 minutes 43 seconds W along said Section line for a distance of 810.26 feet to an iron pin on the southerly right of way of Stribling Road; thence run S 89 degrees 17 minutes 04 seconds W along said right of way for a distance of 1317.79 to an iron pin; thence run along said right of way for the following calls: S 89 degrees 17 minutes 04 seconds W for a distance of 895.53 feet to an iron pin; S 87 degrees 58 minutes 28 seconds W for a distance of 477.07 feet to a point; S 88 degrees 46 minutes 25 seconds W for a distance of 520.96 feet to a point; S 89 degrees 40 minutes 44 seconds W for a distance of 375.15 feet to a point; N 87 degrees 37 minutes 16 seconds W for a distance of 57.49 feet to a point; S 89 degrees 22 minutes 05 seconds W for a distance of 769.83 feet to a point; S 89 degrees 47 minutes 16 seconds W for a distance of 791.50 feet to a point; S 88 degrees 20 minutes 24 seconds W for a distance of 110.58 feet to the intersection of said right of way and the west line of said Section 13; thence exiting said right of way run S 0 degrees 43 minutes 41 seconds E along said section line for a distance of 1407.23 feet to a cotton picker spindle which is the Point of Beginning of the parcel herein described. From the Point of Beginning run thence S 82 degrees 15 minutes 36 seconds E for a distance of 785.92 feet to a point; thence run S 86 degrees 16 minutes 24 seconds E for a distance of 492.78 feet to a point; thence run N 89 degrees 17 minutes 04 seconds E for a distance of 47.52 feet to an iron pin; thence run S 39 degrees 08 minutes 26 seconds E for a distance of 447.04 feet to a concrete monument; thence run southwesterly along the arc of a curve to the left having a radius of 430.00 feet, a delta angle of 16 degrees 58 minutes 22 seconds, a chord bearing of S 68 degrees 16 minutes 54 seconds W, a chord length of 126.91 feet, and an arc length of 127.38 feet, for a distance of 127.38 feet to an iron pin; thence run S 30 degrees 12 minutes 17 seconds E for a distance of 60.00 feet to an iron pin; thence run northeasterly along the arc of a curve to the right having a radius of 370.00 feet, a delta angle of 21 degrees 34 minutes 51 seconds, a chord bearing of N 70 degrees 35 minutes 08 seconds E, a chord length of 138.54 feet, and an arc length of 139.36 feet, for a distance of 139.36 feet to a concrete monument; thence run S 39 degrees 08 minutes 26 seconds E for a distance of 92.27 feet to a point; thence run S 24 degrees 18 minutes 06 seconds E for a distance of 111.40 feet to a point; thence run S 09 degrees 49 minutes 36 seconds E for a distance of 99.87 feet to a point; thence run S 16 degrees 34 minutes 54 seconds E for a distance of 325.00 feet to a point; thence run N 89 degrees 12 minutes 20 seconds E for a distance of 239.83 feet to a point; thence run S 00 degrees 40 minutes 28 seconds E for a distance of 264.13 feet to a point; thence run S 87 degrees 46 minutes 14 seconds W for a distance of 479.23 feet to a point; thence run S 79 degrees 36 minutes 53 seconds W for a distance of 723.94 feet to a point; thence run S 84 degrees 57 minutes 13 seconds W for a distance of 671.15 feet to a point; thence run N 06 degrees 42 minutes 54 seconds W for a distance of 106.37 feet to a point; thence run N 77 degrees 26 minutes 48 seconds E for a distance of 1618.96 feet to a point; thence run N 16 degrees 34 minutes 54 seconds W

for a distance of 325.00 feet to a point; thence run N 09 degrees 49 minutes 36 seconds W for a distance of 96.47 feet to a point; thence run N 24 degrees 18 minutes 06 seconds W for a distance of 98.54 feet to a point; thence run N 39 degrees 08 minutes 26 seconds W for a distance of 94.14 feet to an iron pin; thence run southwesterly along the arc of a curve to the left having a radius of 355.00 feet, a delta angle of 22 degrees 23 minutes 23 seconds, a chord bearing of S 62 degrees 31 minutes 10 seconds W, a chord length of 137.84 feet, and an arc length of 138.73 feet, for a distance of 138.73 feet to an iron pin; thence run N 39 degrees 08 minutes 26 seconds W for a distance of 15.00 feet to an iron pin; thence run southwesterly along the arc of a curve to the left having a radius of 370.00 feet, a delta angle of 00 degrees 26 minutes 47 seconds, a chord bearing of S 51 degrees 04 minutes 57 seconds W, a chord length of 2.88 feet, and an arc length of 2.88 feet, for a distance of 2.88 feet to an iron pin; thence run S 50 degrees 51 minutes 34 seconds W for a distance of 76.24 feet to an iron pin; thence run southwesterly along the arc of a curve to the right having a radius of 630.00 feet, a delta angle of 43 degrees 10 minutes 55 seconds, a chord bearing of S 72 degrees 27 minutes 01 seconds W, a chord length of 463.65 feet, and an arc length of 474.81 feet, for a distance of 474.81 feet to an iron pin; thence run N 85 degrees 57 minutes 31 seconds W for a distance of 239.93 feet to an iron pin; thence run westerly along the arc of a curve to the right having a radius of 2030.00 feet, a delta angle of 03 degrees 41 minutes 55 seconds, a chord bearing of N 84 degrees 06 minutes 34 seconds W, a chord length of 131.02 feet, and an arc length of 131.04 feet, for a distance of 131.04 feet to an iron pin; thence run N 82 degrees 15 minutes 36 seconds W for a distance of 267.08 feet to an iron pin; thence run westerly along the arc of a curve to the right having a radius of 430.00 feet, a delta angle of 14 degrees 19 minutes 25 seconds, a chord bearing of N 75 degrees 05 minutes 54 seconds W, a chord length of 107.22 feet, and an arc length of 107.50 feet, for a distance of 107.50 feet to an iron pin; thence run westerly along the arc of a curve to the left having a radius of 370.00 feet, a delta angle of 10 degrees 35 minutes 47 seconds, a chord bearing of N 73 degrees 14 minutes 05 seconds W, a chord length of 68.33 feet, and an arc length of 68.43 feet, for a distance of 68.43 feet to an iron pin; thence run southerly along the arc of a curve to the left having a radius of 225.00 feet, a delta angle of 03 degrees 50 minutes 22 seconds, a chord bearing of S 05 degrees 51 minutes 43 seconds W, a chord length of 15.08 feet, and an arc length of 15.08 feet, for a distance of 15.08 feet to an iron pin; thence run westerly along the arc of a curve to the left having a radius of 355.00 feet, a delta angle of 12 degrees 25 minutes 58 seconds, a chord bearing of N 84 degrees 30 minutes 42 seconds W, a chord length of 76.88 feet, and an arc length of 77.03 feet, for a distance of 77.03 feet to an iron pin; thence run S 89 degrees 16 minutes 19 seconds W for a distance of 73.58 feet to the west line of Section 24, Township 8 North, Range 1 East; thence run N 0 degrees 43 minutes 41 seconds W along said section line for a distance of 698.57 feet to the Point of Beginning. This parcel contains 31.78 acres, more or less.

Property Description:

A parcel of land lying and situated in the South 1/2 of Section 13 and in the North 1/2 of Section 24 all in Township 8 North, Range 1 East, Madison County, Mississippi being more particularly described as follows:

Commence at an iron pin at the southwest corner of Lot 28 of Ashbrooke Part One-A, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi, and run thence S 45 degrees 04 minutes 33 seconds E for a distance of 114.59 feet to an iron pin on the southerly right-of-way of Ashbrooke Boulevard which is the Point of Beginning of the parcel herein described. From the Point of Beginning run thence along the southerly right-of-way of Ashbrooke Boulevard for the following calls: N 85 degrees 57 minutes 31 seconds W for a distance of 239.93 feet to an iron pin; westerly along the arc of a curve to the right having a radius of 2030.00 feet, a delta angle of 03 degrees 41 minutes 55 seconds, a chord bearing of N 84 degrees 06 minutes 34 seconds W, a chord length of 131.02 feet, and an arc length of 131.04 feet, for a distance of 131.04 feet to an iron pin; N 82 degrees 15 minutes 36 seconds W for a distance of 267.08 feet to an iron pin; westerly along the arc of a curve to the right having a radius of 430.00 feet, a delta angle of 14 degrees 19 minutes 25 seconds, a chord bearing of N 75 degrees 05 minutes 54 seconds W, a chord length of 107.22 feet, and an arc length of 107.50 feet, for a distance of 107.50 feet to an iron pin; westerly along the arc of a curve to the left having a radius of 370.00 feet, a delta angle of 10 degrees 35 minutes 47 seconds, a chord bearing of N 73 degrees 14 minutes 05 seconds W, a chord length of 68.33 feet, and an arc length of 68.43 feet, for a distance of 68.43 feet to an iron pin; southerly along the arc of a curve to the left having a radius of 225.00 feet, a delta angle of 03 degrees 50 minutes 22 seconds, a chord bearing of S 05 degrees 51 minutes 43 seconds W, a chord length of 15.08 feet, and an arc length of 15.08 feet, for a distance of 15.08 feet to an iron pin; westerly along the arc of a curve to the left having a radius of 355.00 feet, a delta angle of 12 degrees 25 minutes 58 seconds, a chord bearing of N 84 degrees 30 minutes 42 seconds W, a chord length of 76.88 feet, and an arc length of 77.03 feet, for a distance of 77.03 feet to an iron pin; S 89 degrees 16 minutes 19 seconds W for a distance of 73.58 feet to a point on the west line of Section 24, Township 8 North, Range 1 East; thence run S 00 degrees 43 minutes 41 seconds E, along said west line of Section 24, for a distance of 343.84 feet to the intersection of said west line with the centerline of Dewees Road; thence run S 01 degrees 08 minutes 50 seconds E, along the centerline of Dewees Road, for a distance of 177.80 feet to a point; thence run S 01 degrees 03 minutes 07 seconds E, along the centerline of Dewees Road, for a distance of 308.81 feet to a point; thence leaving said centerline, run N 77 degrees 26 minutes 48 seconds E, along the northerly line and extension thereof of an area labeled as "Common Area" on the record plat of said Ashbrooke Part One-A, for a distance of 1829.53 feet to a point; thence run along the westerly line of an area labeled as "Common Area" on the record plat of said Ashbrooke Part One-A, for the following calls: N 16 degrees 34 minutes 54 seconds W for a distance of 325.00 feet to an iron pin; N 09 degrees 49 minutes 36 seconds W for a distance of 96.47 feet to an iron pin; N 24 degrees 18 minutes 06 seconds W for a distance of 98.54 feet to an iron pin; N 39 degrees 08 minutes 26 seconds W for a distance of 94.14 feet to an iron pin; southwesterly along the arc of a curve to the left having a radius of 355.00 feet, a delta angle of 22 degrees 23 minutes 23 seconds, a chord bearing of S 62 degrees 31 minutes 10 seconds W, a chord

length of 137.84 feet, and an arc length of 138.73 feet, for a distance of 138.73 feet to an iron pin; N 39 degrees 08 minutes 26 seconds W for a distance of 15.00 feet to an iron pin on the southerly right-of-way of said Ashbrooke Boulevard; thence run along said southerly right-of-way for the following calls: southwesterly along the arc of a curve to the left having a radius of 370.00 feet, a delta angle of 00 degrees 26 minutes 47 seconds, a chord bearing of S 51 degrees 04 minutes 57 seconds W, a chord length of 2.88 feet, and an arc length of 2.88 feet, for a distance of 2.88 feet to an iron pin; S 50 degrees 51 minutes 34 seconds W for a distance of 76.24 feet to an iron pin; southwesterly along the arc of a curve to the right having a radius of 630.00 feet, a delta angle of 43 degrees 10 minutes 55 seconds, a chord bearing of S 72 degrees 27 minutes 01 seconds W, a chord length of 463.65 feet, and an arc length of 474.81 feet, for a distance of 474.81 feet to the Point of Beginning. This parcel contains 24.12 acres, more or less.

Property Description

A parcel of land lying and situated in the South 1/2 of Section 13 and in the North 1/2 of Section 24 all in Township 8 North, Range 1 East, Madison County, Mississippi being more particularly described as follows:

Commence at an iron pin at the northeast plat corner of Ashbrooke Part One-A, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi, and run thence S 39 degrees 08 minutes 26 seconds E for a distance of 447.04 feet to a concrete monument which is the Point of Beginning of the parcel herein described. From the Point of Beginning run thence easterly along the arc of a curve to the right having a radius of 430.00 feet, a delta angle of 12 degrees 30 minutes 59 seconds, a chord bearing of N 83 degrees 01 minutes 34 seconds E, a chord length of 93.75 feet, and an arc length of 93.94 feet, for a distance of 93.94 feet to an iron pin; thence run N 89 degrees 17 minutes 04 seconds E for a distance of 1146.66 feet to an iron pin; thence run easterly along the arc of a curve to the left having a radius of 370.00 feet, a delta angle of 21 degrees 26 minutes 29 seconds, a chord bearing of N 78 degrees 33 minutes 49 seconds E, a chord length of 137.66 feet, and an arc length of 138.46 feet, for a distance of 138.46 feet to an iron pin; thence run S 22 degrees 09 minutes 25 seconds E for a distance of 60.00 feet to a concrete monument; thence run S 08 degrees 17 minutes 45 seconds W for a distance of 352.30 feet to an iron pin; thence run S 11 degrees 07 minutes 22 seconds W for a distance of 76.01 feet to an iron pin; thence run S 22 degrees 41 minutes 15 seconds W for a distance of 104.07 feet to an iron pin; thence run S 16 degrees 42 minutes 32 seconds W for a distance of 52.57 feet to an iron pin; thence run S 34 degrees 42 minutes 41 seconds W for a distance of 432.26 feet to a point on the northerly line of an area labeled as "Common Area (Lake)" on the record plat of The Trails of Ashbrooke, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi; thence run N 53 degrees 15 minutes 57 seconds W, along said northerly line, for a distance of 261.00 feet to a point; thence run N 88 degrees 41 minutes 01 seconds W, along said northerly line, for a distance of 323.01 feet to a point on the easterly boundary of an area labeled as "Common Area" on the record plat of Ashbrooke Part One-A; thence run along said easterly boundary for the following calls: N 00 degrees 40 minutes 28 seconds W for a distance of 131.51 feet to a point; S 89 degrees 12 minutes 20 seconds W for a distance of 239.83 feet to a point; N 16 degrees 34 minutes 54 seconds W for a distance of 39.84 feet to the southwest corner of that parcel of land described in Deed Book 2073 at Page 0567; thence leaving said easterly boundary, run N 82 degrees 39 minutes 45 seconds E, along the southerly line of that parcel of land described in Deed Book 2073 at Page 0567, for a distance of 208.63 feet to a point; thence run S 82 degrees 38 minutes 30 seconds E, along said southerly line, for a distance of 255.02 feet to the southeast corner of said parcel; thence run North, along the easterly line of said parcel, for a distance of 562.61 feet to a concrete monument at the northeast corner of said parcel; thence run S 89 degrees 17 minutes 04 seconds W, along the northerly line of said parcel, for a distance of 611.55 feet to an iron pin; thence run along the arc of a curve to the left having a radius of 370.00 feet, a delta angle of 29 degrees 29 minutes 21 seconds, a chord bearing of S 74 degrees 32 minutes 23 seconds W, a chord length of 188.34 feet, and an arc length of 190.43 feet, for a distance of 190.43 feet to an iron pin on the southerly right-of-way of Ashbrooke Boulevard (60 feet public right-of-way); thence run

N 30 degrees 12 minutes 17 seconds W for a distance of 60.00 feet to an iron pin on the northerly right-of-way of said Ashbrooke Boulevard; thence run northeasterly, along the arc of a curve to the right, having a radius of 430.00 feet, a delta angle of 16 degrees 58 minutes 22 seconds, a chord bearing of N 68 degrees 16 minutes 54 seconds E, a chord length of 126.91 feet, and an arc length of 127.38 feet, for a distance of 127.38 feet to the Point of Beginning. This parcel contains 13.98 acres, more or less.

Property Description

A parcel of land lying and situated in the South 1/2 of Section 13 and in the North 1/2 of Section 24 all in Township 8 North, Range 1 East, Madison County, Mississippi being more particularly described as follows:

For a Point of Beginning, commence at a concrete monument at the northeast corner of Lot 125 of Ashbrooke Part Three-A1, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi, and run thence S 08 degrees 17 minutes 45 seconds W, along the easterly boundary of said Ashbrooke Part Three-A1, for a distance of 352.30 feet to an iron pin; thence run S 11 degrees 07 minutes 22 seconds W, along said easterly plat boundary, for a distance of 76.01 feet to an iron pin; thence run S 22 degrees 41 minutes 15 seconds W, along said easterly plat boundary, for a distance of 104.07 feet to an iron pin; thence run S 16 degrees 42 minutes 32 seconds W, along said easterly plat boundary, for a distance of 52.57 feet to an iron pin; thence run S 34 degrees 42 minutes 41 seconds W, along said easterly plat boundary, for a distance of 432.26 feet to a point labeled as Point "A" on the record plat of said Ashbrooke Part Three-A1, said point also being on the northerly and easterly boundary of an area labeled as "Common Area (Lake)" on the record plat of The Trails of Ashbrooke, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi; thence run S 53 degrees 15 minutes 57 seconds E, along said northerly and easterly boundary of The Trails of Ashbrooke, for a distance of 486.22 feet to a point; thence run S 35 degrees 06 minutes 00 seconds E, along said northerly and easterly boundary of the Trails of Ashbrooke, for a distance of 189.34 feet to a point; thence run N 51 degrees 53 minutes 40 seconds E for a distance of 414.36 feet to an iron pin; thence run N 59 degrees 22 minutes 33 seconds E for a distance of 50.43 feet to an iron pin; thence run N 56 degrees 44 minutes 09 seconds E for a distance of 165.02 feet to an iron pin; thence run N 70 degrees 07 minutes 40 seconds E for a distance of 65.53 feet to a concrete monument; thence run N 00 degrees 38 minutes 39 seconds W for a distance of 156.00 feet to an iron pin; thence run N 07 degrees 56 minutes 43 seconds W for a distance of 78.69 feet to an iron pin; thence run N 27 degrees 03 minutes 01 seconds W for a distance of 73.78 feet to a concrete monument; thence run S 87 degrees 22 minutes 41 seconds W for a distance of 155.48 feet to an iron pin; thence run S 69 degrees 30 minutes 21 seconds W for a distance of 134.16 feet to an iron pin; thence run N 41 degrees 44 minutes 31 seconds W for a distance of 77.52 feet to an iron pin; thence run N 50 degrees 25 minutes 04 seconds W for a distance of 113.19 feet to a concrete monument; thence run N 10 degrees 00 minutes 57 seconds E for a distance of 229.41 feet to an iron pin; thence run N 50 degrees 21 minutes 16 seconds E for a distance of 92.09 feet to a concrete monument; thence run S 80 degrees 28 minutes 20 seconds E for a distance of 121.08 feet to an iron pin; thence run N 81 degrees 02 minutes 44 seconds E for a distance of 156.22 feet to a concrete monument; thence run N 26 degrees 20 minutes 17 seconds E for a distance of 84.74 feet to an iron pin; thence run N 04 degrees 04 minutes 18 seconds E for a distance of 216.18 feet to a concrete monument; thence run N 48 degrees 25 minutes 46 seconds W for a distance of 71.27 feet to a concrete monument; thence run N 83 degrees 29 minutes 07 seconds W for a distance of 385.58 feet to an iron pin; thence run N 69 degrees 20 minutes 22 seconds W for a distance of 91.30 feet to a concrete monument; thence run N 46 degrees 36 minutes 46 seconds W for a distance of 60.00 feet to an iron pin; thence run southwesterly along

the arc of a curve to the right having a radius of 370.00 feet, a delta angle of 24 degrees 27 minutes 21 seconds, chord bearing of S 55 degrees 36 minutes 54 seconds W, a chord length of 156.73 feet, and an arc length of 157.93 feet, for a distance of 157.93 feet to an iron pin; thence run S 22 degrees 09 minutes 25 seconds E for a distance of 60.00 feet to the Point of Beginning. This parcel contains 19.70 acres, more or less.

The above described property is also described as:

Ashbrooke, Part One - A
Ashbrooke, Part Two - A
Ashbrooke, Part Three - A1
Ashbrooke, Part Three - A2

A parcel of land lying and being situated in the South $\frac{1}{2}$ of Section 13, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at a concrete monument marking the Southeast corner of said Section 13, Township 8 North, Range 1 East, Madison County, Mississippi, and run thence North 00 degrees 39 minutes 43 seconds West along the East line of said Section 13 for a distance of 2,138.38 feet to an iron pin on the Southerly right of way of Stribling Road; thence South 89 degrees 17 minutes 04 seconds West along the Southerly right of way of Stribling Road a distance of 1,317.79 feet to the POINT OF BEGINNING of the parcel herein described; from the POINT OF BEGINNING leave the Southerly right of way of Stribling Road and run thence South 00 degrees 21 minutes 31 seconds East a distance of 1,564.63 feet; thence South 89 degrees 17 minutes 04 seconds West a distance of 973.55 feet; thence North 30 degrees 37 minutes 04 seconds East a distance of 154.38 feet; thence North 33 degrees 22 minutes 21 seconds East a distance of 117.66 feet; thence North 55 degrees 27 minutes 49 seconds West a distance of 140.95 feet; thence North 37 degrees 14 minutes 53 seconds East a distance of 47.84 feet; thence run 95.72 feet along the arc of a curve to the left having a radius of 225.00 feet, a delta angle of 24.376 degrees and whose long chord bears North 25 degrees 03 minutes 36 seconds East and a distance of 95.00 feet; thence North 12 degrees 52 minutes 19 seconds East for a distance of 65.11 feet; thence run 104.10 feet along the arc of a curve to the left, having a radius of 425.00 feet, a delta angle of 12.436 degrees and whose long chord bears North 79 degrees 58 minutes 26 seconds West for a distance of 92.07 feet; thence North 27 degrees 46 minutes 44 seconds East a distance of 142.97 feet; thence North 46 degrees 04 minutes 15 seconds East a distance of 97.16 feet; thence North 42 degrees 14 minutes 51 seconds East a distance of 96.00 feet; thence North 29 degrees 44 minutes 44 seconds East a distance of 69.28 feet; thence North 05 degrees 08 minutes 33 seconds East a distance of 69.53 feet; thence North 00 degrees 21 minutes 31 seconds West a distance of 340.00 feet; thence North 89 degrees 38 minutes 29 seconds East a distance of 109.75 feet; thence North 00 degrees 21 minutes 31 seconds West a distance of 319.63 feet to the Southerly right of way of Stribling Road; thence North 89 degrees 17 minutes 04 seconds East along the Southerly right of way of Stribling Road a distance of 596.09 feet to the POINT OF BEGINNING and containing 27.77 acres, more or less.

Begin at the Northwest corner of Lot B-39 of Ashbrooke Subdivision Phase B, Part 1, a subdivision of record being recorded in Cabinet D, Slot 170 of the Chancery records of Madison County, Mississippi; thence bearing S 0°21'31" E a distance of 319.63 feet; thence bearing S 89°17'17" W a distance of 109.75 feet; thence bearing S 0°21'31" E a distance of 339.32 feet; thence bearing S 5°8'33" W a distance of 69.53 feet; thence bearing S 29°44'44" W a distance of 69.28 feet; thence bearing S 42°14'51" W a distance of 96.00 feet; thence bearing S 46°04'15" W a distance of 97.16 feet; thence bearing S 27°46'44" W a distance of 142.97 feet; thence along a curve to the RIGHT, having a radius of 425.00 feet, a delta angle of 12.436, and whose long chord bears S 79°58'26" E a distance of 92.07 feet; thence bearing S 12°52'19" W a distance of 65.11 feet; thence along a curve to the RIGHT, having a radius of 225.00 feet, a delta angle of 24.376, and whose long chord bears S 25°03'36" W a distance of 95.00 feet; thence bearing S 37°14'53" W a distance of 47.84 feet; thence bearing S 55°27'49" E a distance of 140.95 feet; thence bearing S 33°22'21" W a distance of 117.66 feet; thence bearing S 30°37'04" W a distance of 154.38 feet; thence bearing S 89°17'04" W a distance of 666.90 feet; thence bearing N 00°42'56" W a distance of 33.95 feet; thence bearing N 36°45'35" W a distance of 96.36 feet; thence bearing N 33°42'37" W a distance of 32.26 feet; thence bearing N 11°59'06" W a distance of 75.44 feet; thence bearing N 5°54'38" W a distance of 65.20 feet; thence bearing N 13°24'08" W a distance of 48.28 feet; thence bearing N 18°26'53" W a distance of 57.65 feet; thence bearing N 30°17'31" W a distance of 68.86 feet; thence bearing N 58°48'03" W a distance of 68.88 feet; thence bearing N 60°57'50" W a distance of 23.04 feet; thence bearing N 78°01'58" W a distance of 75.49 feet; thence bearing N 53°46'01" W a distance of 41.62 feet; thence bearing N 28°05'26" W a distance of 76.05 feet; thence bearing N 14°50'14" W a distance of 78.66 feet; thence bearing N 05°42'54" W a distance of 30.09 feet; thence bearing N 37°32'04" W a distance of 72.22 feet; thence bearing S 75°56'52" W a distance of 103.38 feet; thence bearing N 12°20'50" W a distance of 417.43 feet; thence bearing N 22°40'51" W a distance of 10.92 feet; thence bearing N 74°41'54" E a distance of 258.72 feet; thence bearing N 77°18'03" E a distance of 140.51 feet; thence bearing N 27°54'00" W a distance of 108.38 feet; thence bearing N 71°15'15" E a distance of 118.95 feet; thence bearing N 00°47'12" W a distance of 166.15 feet; thence bearing N 88°46'25" E a distance of 458.37 feet; thence bearing N 87°58'28" E a distance of 476.88 feet; thence bearing N 89°17'04" E a distance of 299.44 feet to the point of beginning. Said described parcel contains 1846674.45 square feet (42.39 acres), more or less.

: Begin at the

southwest corner of Lot B-153 Ashbrooke Subdivision Phase B-Part 2, a subdivision of record being recorded in cabinet D slot 194B of the Chancery Records of Madison County, Mississippi; From the POINT OF BEGINNING run

Thence, N 00° 42' 58" W for a distance of 33.95 feet to a point.
 Thence, N 36° 45' 35" W for a distance of 98.36 feet to a point.
 Thence, N 33° 42' 37" W for a distance of 32.26 feet to a point.
 Thence, N 11° 59' 06" W for a distance of 75.44 feet to a point.
 Thence, N 05° 54' 38" W for a distance of 65.20 feet to a point.
 Thence, N 13° 24' 08" W for a distance of 48.26 feet to a point.
 Thence, N 18° 28' 53" W for a distance of 57.65 feet to a point.
 Thence, N 30° 17' 31" W for a distance of 68.86 feet to a point.
 Thence, N 58° 48' 03" W for a distance of 68.88 feet to a point.
 Thence, N 60° 57' 50" W for a distance of 23.04 feet to a point.
 Thence, N 78° 01' 58" W for a distance of 75.49 feet to a point.
 Thence, N 53° 46' 01" W for a distance of 41.62 feet to a point.
 Thence, N 28° 05' 26" W for a distance of 76.05 feet to a point.
 Thence, N 14° 50' 14" W for a distance of 78.68 feet to a point.
 Thence, N 05° 42' 54" W for a distance of 30.09 feet to a point.
 Thence, N 37° 32' 04" W for a distance of 72.22 feet to a point.
 Thence, S 75° 56' 52" W for a distance of 103.38 feet to a point.
 Thence, N 12° 20' 50" W for a distance of 417.43 feet to a point.
 Thence, N 22° 40' 51" W for a distance of 10.92 feet to a point.
 Thence, N 74° 41' 54" E for a distance of 258.72 feet to a point.
 Thence, N 77° 18' 03" E for a distance of 140.51 feet to a point.
 Thence, N 27° 54' 00" W for a distance of 108.38 feet to a point.
 Thence, N 71° 15' 15" E for a distance of 118.95 feet to a point.
 Thence, N 00° 47' 12" W for a distance of 166.15 feet to a point.
 Thence, S 68° 46' 25" W for a distance of 62.59 feet to a point.
 Thence, S 89° 40' 44" W for a distance of 375.15 feet to a point.
 Thence, N 87° 37' 16" W for a distance of 57.49 feet to a point.
 Thence, S 89° 22' 05" W for a distance of 682.88 feet to a point.
 Thence, S 08° 44' 47" W for a distance of 217.23 feet to a point.
 Thence, S 22° 27' 11" W for a distance of 51.39 feet to the beginning of a non-tangential curve, having a radius of 1025.00 feet, and whose long chord bears S 84° 35' 09" E for a distance of 143.46 feet to a point.
 Thence, S 01° 24' 04" W for a distance of 213.22 feet to a point.
 Thence, S 21° 14' 40" W for a distance of 368.79 feet to a point.
 Thence, S 00° 58' 07" W for a distance of 120.26 feet to a point.
 Thence, S 15° 35' 15" W for a distance of 174.75 feet to a point.
 Thence, S 79° 15' 18" E for a distance of 100.00 feet to a point.
 Thence, S 10° 44' 42" W for a distance of 139.68 feet to a point.
 Thence, S 17° 08' 17" E for a distance of 56.57 feet to a point.
 Thence, S 10° 44' 42" W for a distance of 157.81 feet to a point.
 Thence, S 77° 35' 39" W for a distance of 157.80 feet to a point.
 Thence, S 86° 16' 24" E for a distance of 492.78 feet to a point.
 Thence, N 89° 17' 04" E a distance of 1078.85 feet to the POINT OF BEGINNING;

Containing 1644282.86 square feet (37.75 acres)

BEGIN at the Northwest corner of Lot B-195, Ashbrooke Subdivision, Phase B, Part 3 A, a subdivision of record being recorded in Cabinet E at Slide 39 B of the Chancery Records of Madison County, Mississippi; from the POINT OF BEGINNING run thence S 89° 22' 05" W a distance of 86.95 feet; thence S 89° 47' 16" W a distance of 791.50 feet; thence S 88° 20' 24" W a distance of 110.58 feet; thence S 00° 43' 41" E a distance of 1,407.23 feet; thence S 82° 15' 36" E a distance of 785.92 feet; thence N 77° 35' 39" E a distance of 157.81 feet; thence N 10° 44' 42" E a distance of 157.81 feet; thence N 17° 08' 17" W a distance of 58.57 feet; thence N 10° 44' 42" E a distance of 139.68 feet; thence N 79° 15' 18" W a distance of 100.00 feet; thence N 18° 35' 15" E a distance of 174.75 feet; thence N 00° 58' 07" E a distance of 120.26 feet; thence N 21° 14' 40" E a distance of 368.79 feet; thence N 01° 24' 04" E a distance of 213.22 feet to the beginning of a curve to the right having a radius of 1,025.00 feet and an arc length of 143.58 feet and whose long chord bears N 84° 35' 09" W a distance of 143.46 feet to a point; thence N 22° 27' 11" E a distance of 51.39 feet; thence N 08° 44' 47" E a distance of 217.23 to the POINT OF BEGINNING and containing 32.95 acres, more or less.

The above described property is also described as:

Ashbrooke, Phase B, Part 1
 Ashbrooke, Phase B, Part 2
 Ashbrooke, Phase B, Part 3A
 Ashbrooke, Phase B, Part 3B

A parcel of land lying and situated in the Southeast 1/4 of Section 13, Township 8 North, Range 1 East, Madison County, Mississippi being more particularly described as follows:

For a Point of Beginning, commence at the northeast corner of Ashbrooke Subdivision, Phase B, Part 1, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi in Plat Cabinet D, Slot 170, and run thence S 00 degrees 21 minutes 31 seconds E, along the easterly line of said Ashbrooke Subdivision, Phase B, Part 1, for a distance of 818.40 feet to a concrete monument; thence leaving said easterly line, run N 88 degrees 55 minutes 53 seconds E for a distance of 1322.16 feet to a concrete monument; thence run N 00 degrees 39 minutes 43 seconds W for a distance of 810.26 feet to a concrete monument on the southerly right-of-way of Stribling Road; thence run S 89 degrees 17 minutes 04 seconds W, along said southerly right-of-way, for a distance of 1317.79 feet to the Point of Beginning. This parcel contains 24.67 acres, more or less.

The above described property is also described as: The Timbers of Ashbrooke.

Exhibit D

A parcel of land lying and situated in the South 1/2 of Section 13 and in the North 1/2 of Section 24 all in Township 8 North, Range 1 East, Madison County, Mississippi being more particularly described as follows:

For a Point of Beginning, commence at an iron pin at the northeast plat corner of Ashbrooke Part One-A and run thence N 89 degrees 17 minutes 04 seconds E for a distance of 2671.58 feet to an iron pin; thence run S 00 degrees 21 minutes 31 seconds E for a distance of 3004.24 feet to an iron pin; thence run S 89 degrees 20 minutes 06 seconds W for a distance of 419.74 feet to an iron pin at the southeast plat corner of The Trails of Ashbrooke; thence run N 08 degrees 19 minutes 07 seconds W for a distance of 768.29 feet to a concrete monument; thence run N 35 degrees 06 minutes 00 seconds W for a distance of 605.73 feet to a point; thence run N 51 degrees 53 minutes 40 seconds E for a distance of 414.36 feet to an iron pin; thence run N 59 degrees 22 minutes 33 seconds E for a distance of 50.43 feet to an iron pin; thence run N 56 degrees 44 minutes 09 seconds E for a distance of 165.02 feet to an iron pin; thence run N 70 degrees 07 minutes 40 seconds E for a distance of 65.53 feet to a concrete monument; thence run N 00 degrees 38 minutes 39 seconds W for a distance of 156.00 feet to an iron pin; thence run N 07 degrees 56 minutes 43 seconds W for a distance of 78.69 feet to an iron pin; thence run N 27 degrees 03 minutes 01 seconds W for a distance of 73.78 feet to a concrete monument; thence run S 87 degrees 22 minutes 41 seconds W for a distance of 155.48 feet to an iron pin; thence run S 69 degrees 30 minutes 21 seconds W for a distance of 134.16 feet to an iron pin; thence run N 41 degrees 44 minutes 31 seconds W for a distance of 77.52 feet to an iron pin; thence run N 50 degrees 25 minutes 04 seconds W for a distance of 113.19 feet to a concrete monument; thence run N 10 degrees 00 minutes 57 seconds E for a distance of 229.41 feet to an iron pin; thence run N 50 degrees 21 minutes 16 seconds E for a distance of 92.09 feet to a concrete monument; thence run S 80 degrees 28 minutes 20 seconds E for a distance of 121.08 feet to an iron pin; thence run N 81 degrees 02 minutes 44 seconds E for a distance of 156.22 feet to a concrete monument; thence run N 26 degrees 20 minutes 17 seconds E for a distance of 84.74 feet to an iron pin; thence run N 04 degrees 04 minutes 18 seconds E for a distance of 216.18 feet to a concrete monument; thence run N 48 degrees 25 minutes 46 seconds W for a distance of 71.27 feet to a concrete monument; thence run N 83 degrees 29 minutes 07 seconds W for a distance of 385.58 feet to an iron pin; thence run N 69 degrees 20 minutes 22 seconds W for a distance of 91.30 feet to a concrete monument; thence run N 46 degrees 36 minutes 46 seconds W for a distance of 60.00 feet to an iron pin; thence run southwesterly along the arc of a curve to the right having a radius of 370.00 feet, a delta angle of 24 degrees 27 minutes 21 seconds, chord bearing of S 55 degrees 36 minutes 54 seconds W, a chord length of 156.73 feet, and an arc length of 157.93 feet, for a distance of 157.93 feet to an iron pin; thence run westerly along the arc of a curve to the right having a radius of 370.00 feet, a delta angle of 21 degrees 26 minutes 29 seconds, a chord bearing of S 78 degrees 33 minutes 49 seconds W, a chord length of 137.66 feet, and an arc length of 138.46 feet, for a distance of 138.46 feet to an iron pin; thence run S 89 degrees 17 minutes 04 seconds W for a distance of 1146.66 feet to an iron pin; thence run westerly along the arc of a curve to the left having a radius of 430.00 feet, a delta angle of 12 degrees 30 minutes 59 seconds, a chord bearing of S 83 degrees 01 minutes 34 seconds W, a chord length of 93.75 feet, and an arc length of

93.94 feet, for a distance of 93.94 feet to an iron pin; thence run N 39 degrees 08 minutes 26 seconds W for a distance of 447.04 feet to the Point of Beginning. This parcel contains 51.99 acres, more or less.

Less and Except:**Property Description:**

A parcel of land lying and situated in the North 1/2 of Section 24 Township 8 North, Range 1 East, Madison County, Mississippi being more particularly described as follows:

Commence at a cotton picker spindle at the northwest corner of Ashbrooke Part One-A, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi, and run thence S 82 degrees 15 minutes 36 seconds E, along the northerly line of said Ashbrooke Part One-A, for a distance of 40.44 feet to an iron pin; thence run S 00 degrees 43 minutes 41 seconds E, along the westerly line and extension thereof of Lots 1, 2, 3, and 4 of said Ashbrooke Part One-A, for a distance of 602.61 feet to an iron pin at the southwest corner of said Lot 1; thence run S 00 degrees 43 minutes 41 seconds E for a distance of 90.00 feet to an iron pin at the northwest corner of Lot 45 Ashbrooke Part Two-A, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi; thence run S 00 degrees 43 minutes 41 seconds E, along the westerly line and extension thereof of Lots 45-52 of said Ashbrooke Part Two-A, for a distance of 822.70 feet to an iron pin which is the Point of Beginning of the parcel herein described. From the Point of Beginning run thence S 77 degrees 26 minutes 48 seconds W for a distance of 37.75 feet to a point; thence run S 01 degrees 03 minutes 07 seconds E for a distance of 169.52 feet to a point; thence run S 00 degrees 40 minutes 51 seconds E for a distance of 384.94 feet to a point; thence run N 89 degrees 07 minutes 31 seconds E for a distance of 146.99 feet to an iron pin; thence run South for a distance of 59.21 feet to an iron pin; thence run N 89 degrees 07 minutes 31 seconds E for a distance of 2053.73 feet to an iron pin; thence run N 89 degrees 07 minutes 31 seconds E for a distance of 82.57 feet to a concrete monument; thence run S 30 degrees 30 minutes 45 seconds E for a distance of 567.09 feet to a concrete monument; thence run South for a distance of 528.26 feet to an iron pin; thence run N 89 degrees 20 minutes 06 seconds E for a distance of 987.43 feet to an iron pin; thence run N 08 degrees 19 minutes 07 seconds W for a distance of 768.29 feet to a concrete monument; thence run N 35 degrees 06 minutes 00 seconds W for a distance of 795.07 feet to a point; thence run N 53 degrees 15 minutes 57 seconds W for a distance of 747.22 feet to a point; thence run N 88 degrees 41 minutes 01 seconds W for a distance of 200.94 feet to a point; thence run N 88 degrees 41 minutes 01 seconds W for a distance of 122.07 feet to a point; thence run S 00 degrees 40 minutes 28 seconds E for a distance of 132.62 feet to a point; thence run S 87 degrees 46 minutes 14 seconds W for a distance of 479.22 feet to a point; thence run N 72 degrees 56 minutes 55 seconds W for a distance of 99.58 feet to a point; thence run S 67 degrees 33 minutes 43 seconds W for a distance of 219.74 feet to a point; thence run S 79 degrees 36 minutes 53 seconds W for a distance of 152.18 feet to a point; thence run N 70 degrees 56 minutes 45 seconds W for a distance of 159.36 feet to a point; thence run S 74 degrees 40 minutes 24 seconds W for a distance of 155.04 feet to a point; thence run S 84 degrees 01 minutes 11 seconds W for a distance of 301.28 feet to a point; thence run S 64 degrees 35 minutes 14 seconds W for a distance of 165.15 feet to a point; thence run S 84 degrees 57 minutes 13 seconds W for a distance of 184.38 feet to a point; thence run N 06 degrees 42 minutes 54 seconds W for a distance of 106.37 feet to a point; thence run S 77 degrees 26 minutes 48 seconds W for a distance of 172.82 feet to the Point of Beginning. This parcel contains 70.28 acres, more or less.

Property Description:

A parcel of land lying and situated in the North 1/2 of Section 24, Township 8 North, Range 1 East, Madison County, Mississippi being more particularly described as follows:

Commence at an iron pin at a cotton picker spindle at the northwest corner of Ashbrooke Part One-A, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi, and run thence S 00 degrees 43 minutes 41 seconds E, along the westerly line of said Ashbrooke Part One-A and the extension thereof, for a distance of 1042.41 feet to a point; thence run S 01 degrees 08 minutes 50 seconds E for a distance of 177.80 feet to a point; thence run S 01 degrees 03 minutes 07 seconds E for a distance of 308.81 feet to a cotton picker spindle at the southwest corner of Ashbrooke Part Two-A, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi; thence run S 01 degrees 03 minutes 07 seconds E for a distance of 169.52 feet to a point; thence run S 00 degrees 40 minutes 51 seconds E for a distance of 145.99 feet to the Point of Beginning of the parcel herein described. From said Point of Beginning, run thence S 00 degrees 40 minutes 51 seconds E for a distance of 298.15 feet to a point; thence run N 89 degrees 07 minutes 31 seconds E for a distance of 2200.00 feet to an iron pin; thence run N 89 degrees 07 minutes 31 seconds E for a distance of 82.57 feet to a concrete monument; thence run S 30 degrees 30 minutes 45 seconds E for a distance of 567.09 feet to a concrete monument; thence run South for a distance of 528.26 feet to an iron pin; thence run N 89 degrees 20 minutes 06 seconds E for a distance of 80.63 feet to an iron pin; thence run N 00 degrees 23 minutes 09 seconds W for a distance of 1324.42 feet to an iron bar; thence run S 89 degrees 01 minutes 15 seconds W for a distance of 2645.88 feet to the Point of Beginning. This parcel contains 21.69 acres, more or less.

Property Description:

A parcel of land lying and situated in the North 1/2 of Section 24, Township 8 North, Range 1 East, Madison County, Mississippi being more particularly described as follows:

Commence at an iron pin at a cotton picker spindle at the northwest corner of Ashbrooke Part One-A, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi, and run thence S 00 degrees 43 minutes 41 seconds E, along the westerly line of said Ashbrooke Part One-A and the extension thereof, for a distance of 1042.41 feet to a point; thence run S 01 degrees 08 minutes 50 seconds E for a distance of 177.80 feet to a point; thence run S 01 degrees 03 minutes 07 seconds E for a distance of 308.81 feet to a cotton picker spindle at the southwest corner of Ashbrooke Part Two-A, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi; thence run S 01 degrees 03 minutes 07 seconds E for a distance of 169.52 feet to a point; thence run S 00 degrees 40 minutes 51 seconds E for a distance of 145.99 feet to the Point of Beginning of the parcel herein described. From said Point of Beginning, run thence S 00 degrees 40 minutes 51 seconds E for a distance of 298.15 feet to a point; thence run N 89 degrees 07 minutes 31 seconds E for a distance of 2200.00 feet to an iron pin; thence run N 89 degrees 07 minutes 31 seconds E for a distance of 82.57 feet to a concrete monument; thence run S 30 degrees 30 minutes 45 seconds E for a distance of 567.09 feet to a concrete monument; thence run South for a distance of 528.26 feet to an iron pin; thence run N 89 degrees 20 minutes 06 seconds E for a distance of 80.63 feet to an iron pin; thence run N 00 degrees 23 minutes 09 seconds W for a distance of 1324.42 feet to an iron bar; thence run S 89 degrees 01 minutes 15 seconds W for a distance of 2645.88 feet to the Point of Beginning. This parcel contains 21.69 acres, more or less.

The above described property is also described as: Trails of Ashbrooke.

Exhibit G

A parcel of land lying and situated in the Southeast 1/4 of Section 13, Township 8 North, Range 1 East, Madison County, Mississippi being more particularly described as follows:

For a Point of Beginning, commence at an iron pin representing the northwest plat corner of Ashbrooke Part Four-A2, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi, and run thence S 89 degrees 17 minutes 04 seconds W, along the southerly line of Ashbrooke Subdivision Phase B, Part 1, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi, for a distance of 150.62 feet to a concrete monument at the northeast corner of Ashbrooke Part Five-A, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi; thence run S 01 degrees 15 minutes 18 seconds E, along the easterly line of said Ashbrooke Part Five-A, for a distance of 261.42 to a concrete monument on the northerly right-of-way of Ashbrooke Boulevard (60 feet wide public right-of-way); thence run northeasterly, along said right-of-way and the arc of a curve to the left having a radius of 370.00 feet, a delta angle of 40 degrees 51 minutes 53 seconds, a chord bearing of N 31 degrees 46 minutes 39 seconds E, a chord length of 258.33 feet, and an arc length of 263.89 feet, for a distance of 263.89 feet to an iron pin; thence run N 11 degrees 20 minutes 42 seconds E, along said right-of-way, for a distance of 36.14 feet to a point; thence run northeasterly, along said right-of-way and the arc of a curve to the right having a radius of 430.00 feet, a delta angle of 01 degrees 07 minutes 01 seconds, a chord bearing of N 11 degrees 54 minutes 13 seconds E, a chord length of 8.38 feet, and an arc length of 8.38 feet, for a distance of 8.38 feet to the Point of Beginning. This parcel contains 0.59 acres, more or less.

AND ALSO:

A parcel of land lying and situated in the Southwest 1/4 of Section 13, Township 8 North, Range 1 East, Madison County, Mississippi being more particularly described as follows:

For a Point of Beginning, commence at a concrete monument at the northwest corner of Ashbrooke Part Five-A, a subdivision of which the map or plat is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi; thence run S 89 degrees 17 minutes 04 seconds W for a distance of 900.06 feet to a point; thence run S 39 degrees 08 minutes 26 seconds E for a distance of 442.20 feet to a point on the northerly right-of-way of Ashbrooke Boulevard (60 feet wide public right-of-way); thence run easterly, along said right-of-way and the arc of a curve to the right having a radius of 430.00 feet, a delta angle of 12 degrees 30 minutes 59 seconds, a chord bearing of N 83 degrees 01 minutes 34 seconds E, a chord length of 93.75 feet, and an arc length of 93.94 feet, for a distance of 93.94 feet to a point; thence run N 89 degrees 17 minutes 04 seconds E, along said right-of-way, for a distance of 532.05 feet to the southwest corner of said Ashbrooke Part Five-A; thence run N 00 degrees 42 minutes 56 seconds W, along the westerly line of said Ashbrooke Part Five-A, for a distance of 336.21 feet to the Point of Beginning. This parcel contains 5.93 acres, more or less.

Exhibit "H"