

Covenants

Declaration of Protective Covenants, Conditions and Restrictions for FOX BAY, A Planned Community

THIS DECLARATION, made this the 25th day of October, A.D., 1988, by FOX BAY, INC., a Mississippi Corporation, hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer has a leasehold interest in and to certain real property and an option to purchase a leasehold interest in certain additional property situated in Rankin County, Mississippi, by assignment from JAE LU, Inc, to Developer, dated September 16, 1988 and recorded in Book 563 at Page 340 of the records of the Chancery Clerk of Rankin County, Mississippi, of a certain Lease ("Lease") between the Pearl River Valley Water Supply District, an agency of the State of Mississippi ("District"), as Lessor, and Turnberry, Inc., ("Turnberry") as Lessee, dated April 1, 1988, and amended June 17, 1988, and a certain option from the District to Turnberry,, dated August 1, 1986;

WHEREAS, Developer desires to create on that portion of said property described in Exhibit "A" attached hereto, the first sections of the planned community of Fox Bay, which is to have a planned mix of land uses, consisting of various housing types, of permanent parks, open spaces, and community facilities for the benefit of said community as initially designated in the sole discretion of Developer;

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community contributing to the personal and general welfare of the residents thereof and for the maintenance of the land and improvements thereon, and to this end desires to subject the real property described in Exhibit A together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, and easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, the Developer has incorporated as a nonprofit corporation under the laws of the State of Mississippi the Fox Bay Owners Association, Inc.

NOW THEREFORE, the Developer declares that the real property described in Exhibit A, including Fox Bay, Parts 1A, 1B, 1C, and 1D (hereinafter sometimes collectively referred to as "Fox Bay, Part I"), and

such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth;

AND FURTHER, the Developer hereby delegates and assigns to the Fox Bay Owners Association, Inc., the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and distributing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

ARTICLE I

DEFINITIONS

APPLICATIONS. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Article I unless otherwise specified or the context requires a different construction.

SECTION 1. "Association" shall mean and refer to Fox Bay Owners Association, Inc., its successors and assigns.

SECTION 2. "Common Area" shall mean and refer to all real property and improvements thereon leased or owned by the Association for the common use and enjoyment of the Owners.

SECTION 3. "Corps" means the United States Army Corps of Engineers, Vicksburg District, an entity of the United States of America.

SECTION 4. "Declaration" shall mean and refer to the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as same may from time to time be amended.

SECTION 5. "Developer" shall mean and refer to Fox Bay, Inc., its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or pass by operation of law.

SECTION 6. "District" means the Pearl River Valley Water Supply District, an agency of the State of Mississippi, and its successors and assigns.

SECTION 7. "Governing Documents" shall mean and refer to the Declaration, all Supplementary Declarations, the Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time, and, insofar as consistent with the foregoing, the rules and regulations of the Association as entered in its minutes.

SECTION 8. "Living Unit" shall mean and refer to any portion of a structure situated upon The Properties designed and intended for use and occupancy as a single family residence.

SECTION 9. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Area as heretofore defined.

SECTION 10. "Member" shall mean and refer to Members of the Association and shall include all Owners.

SECTION 11. "Notice" shall mean and refer to a written notice mailed to the last known address of the intended recipient or notice through a community publication which is delivered to the Living Units.

SECTION 12. "Owner" shall mean and refer to the record holder of the Leasehold title to any Lot, whether one or more persons or entities, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

SECTION 13. "Participating Builder" shall mean and refer to a business enterprise which acquires a portion of The Properties for the purpose of improving such portion for resale to an Owner.

SECTION 14. "The Properties" shall mean and refer to all real property described herein and as may from time to time be annexed hereto under the provisions of Article II hereof.

SECTION 15. "Supplement" means any amendment, modification, change or restatement of or to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

SECTION 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Rankin County, Mississippi, and is more particularly described in Exhibit A, all of which real property may hereinafter be referred to as "Existing Property."

SECTION 2. Expansion Property. Developer desires and intends at a future time or times to expand Fox Bay in increments or parts, the exact size and configuration of which shall be at the sole discretion of Developer, and without requirement whatsoever for permission or approval from the Architectural Review Committee or Association, to include all of the Existing Property and also that certain additional property described in Exhibit B (the "Additional Property"). In connection with such planned

expansion or expansions, Developer expressly desires to provide for the imposition upon the Additional Property of mutually beneficial restrictions and covenants for the benefit of all Owners in Fox Bay as expanded, and to provide for reciprocal restrictions and easements among and for the benefit of all Owners to the extent that the project is expanded.

The Developer shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Additional Property. The Developer 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 Properties. By acceptance of a deed conveying any interest or an assignment of a leasehold interest in a Lot, each Owner agrees and represents and warrants to the Developer or other grantor 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 Properties.

In connection with the filing of a Certificate of Declaration described in subparagraph 2 (a) below, covering any portion of the Additional Property, the Developer may impose such complementary additions and modifications of the Protective Covenants, Conditions and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Certificate revoke, modify or add to the Covenants established by this Declaration, or any amendments thereto, within the Existing Property.

Therefore, Developer hereby declares that each time and at such time as the project is expanded to include any part of or all of the Additional Property, subject to the conditions precedent set forth below, the Additional Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the protective covenants, conditions and restrictions set forth in this Declaration and modifications or additions, if any, contained in the Certificate of Declaration described below, all of which are hereby declared and agreed to be in furtherance of a mutual plan for the improvement and sale of all of Fox Bay and are hereby established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of all the project as expanded, as follows:

(a) Conditions Precedent. The provisions of this Article shall become effective upon the recording in the office of the Chancery Clerk of

Rankin County, Mississippi, of a map or plat, duly executed by Developer, of all or any part of the Additional Property which has not theretofore been platted and recorded, together with a Certificate of Declaration properly executed by Developer, declaring that it is desired and intended that the provisions of this paragraph shall become effective and therefore that this Declaration shall apply to and affect the property described in said Certificate of Declaration and shown on said plat as though such property was originally subjected to the provisions of this Declaration and to the same extent and degree as this Declaration shall and does apply to and affect the portion of Fox Bay which was first subjected thereto, subject to any modifications of this Declaration contained therein as to such property and to the consent of the District. Thereupon, the powers, duties and responsibilities of the Board of Directors and Officers of the Association shall be coextensive with regard to all parts of Fox Bay as expanded and the Board of Directors and Officers shall, pursuant to the provisions of this Declaration, constitute the Board of Directors and Officers for Fox Bay as expanded, and the rights and obligations of the Owners of Fox Bay as expanded shall be the same and identical to the rights and obligations of Owners of Fox Bay as originally created. The Association thereupon shall continue to collect and disburse monies as required and hereby permitted for Fox Bay as expanded, and in all respects and meanings, Fox Bay, as expanded, shall be deemed to be a single community for the purposes of and in accordance with the provisions of this Declaration.

(b) Reciprocal Easement. Subject to the recording of a map or plat and Certificate of Declaration as provided for in Section 2 (a) of this Article, Developer hereby reserves, for the benefit of and appurtenant to the Lots hereinafter located upon any of the Additional Property, and their respective Owners, nonexclusive easements to use the Common Areas in Fox Bay, Part I, or in the project as expanded, pursuant to and in the manner described by this Declaration to the same extent and with the same effect as the Owners of Lots in Fox Bay, Part I. Developer hereby grants for the benefit of and appurtenant to the Lots in Fox Bay, Part I, and their Owners, nonexclusive easements to use the Common Areas in the project as expanded, pursuant to the provisions and in the manner prescribed by this Declaration to the same extent and with the same effect as the owners of the project as expanded.

(c) Amendment. Notwithstanding anything to the contrary in this Declaration, the provisions of Section 2 of Article II may not be amended without the prior written consent of Developer so long as it owns any interest in the properties described in Exhibit "A" and Exhibit "B" hereto.

SECTION 3. Annexations. Additional residential property and Common Area outside the limits of the Additional Property described in Section 2 of this Article may be annexed and brought within the scheme of this Declaration with the assent of two-thirds (2/3) of the total votes cast by Class A Members and the Class B Member, if any, of the Association, combined, in person or by proxy, at a special meeting duly called for such purpose, provided, that:

(a) Such additions are not inconsistent with the provisions of the Preamble hereof;

(b) Such additions will become subject to assessment for their just share of common expenses; and

(c) If a favorable vote is obtained to annex additional property, as herein provided, such annexation shall become effective only upon the filing in the office of the Chancery Clerk of Rankin County, Mississippi, of a Supplementary Declaration of Protective Covenants, Conditions with respect to the annexation property which shall extend the scheme or the Protective Covenants, Conditions, and Restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the Protective Covenants, Conditions and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke the Covenants established by this Declaration, or any amendments hereto, within the Existing Property or the Additional Property.

SECTION 4. Merger. In accordance with its Articles of Incorporation, The Properties, rights and obligations of the association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, The Properties, rights and obligations of another association may by operation of law be added to The Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidations, however, shall effect any revocation, change or addition to the Covenants established by this Declaration within the Existing Property except as herein provided.

SECTION 5. Amendment of Plat. In the event it shall be necessary or desirable to amend the recorded

plat covering any section of Fox Bay, such plat may be amended upon the consent of the then Owners of Lots shown on such plat the District and the Developer, so long as it owns any portion of the Properties subject only to the approval of the District.

ARTICLE III

THE FOX BAY OWNERS ASSOCIATION, INC.

SECTION 1. Organization.

(a) The Association. The Association is a nonprofit corporation organized and existing under the Mississippi Nonprofit Corporation Act, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, Bylaws, and this Declaration, as such may be amended from time to time; provided, that neither the Articles nor Bylaws, shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Subsidiary Association. The Association shall have the right to form one or more subsidiary associations, for any purpose or purposes deemed appropriate by a majority vote of its Board of Directors. Without limiting the generality, of the foregoing, one or more subsidiary associations may be formed for the operation and maintenance of any specific area or function within The Properties; however, such subsidiary association shall be subject to this Declaration and may not take any action to lessen or abate the rights of the members.

SECTION 2. Membership.

(a) Definition. Members shall include all Owners of Lots; provided, however, that any person or entity who holds such an interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the Governing Documents.

(b) Member's Rights and Duties. Each Member shall have the rights, duties and obligations set forth in the Governing Documents.

(c) Voting Rights. For all purposes, the Association shall have two classes of voting membership, as follows:

CLASS A. Class A Members shall be all Owners of Lots except the Developer. Class A Members

shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves may determine (subject, to subparagraph (d) below), but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B Member shall be the Developer, who shall have three votes for each Lot it owns in all matters including the election of Directors. The Class B Membership, and all rights appurtenant to such membership, shall cease when the Developer no longer owns Lots.

At any time after the Class B Member shall cease, if he Developer subsequently plats the Additional Property or annexes property to The Properties as permitted by Article II, then the status of the Developer as a Class B Member shall be fully reinstated for so long as it continues to own or lease Lots.

(d) Exercise of Vote. The vote appurtenant to any Lot, which is held by more than one person, may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote appurtenant to such Lot shall not be counted.

SECTION 3. Board of Directors.

(a) Composition. The number and method of selection of Directors shall be as provided in the Bylaws.

(b) Extent of Powers.

(1) The Board of Directors shall have all powers for the conduct of the affairs of the Association

which are enabled by law, this Declaration and any Supplementary Declaration which are not specifically reserved to Members, the Developer, or the Architectural Review Committee in said documents.

(2) The Board of Directors shall exercise its powers in accordance with the Governing Documents.

(c) Powers and Duties. Without limiting the generality thereof, the Board shall have the power and

obligation to perform the following nonexclusive list of duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV, respectively;

- (2) Rule Making. To establish rules and regulations for the use of property as provided in Articles IV and VI and to review, modify and approve architectural standards adopted by the Architectural Review Committee;
- (3) Assessments. To fix, levy and collect assessments as provided in Article V;
- (4) Easements. To grant and convey easements to the Common Area as may become necessary and as provided in Article IX;
- (5) Employment of Agents. To employ, enter into contract with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association;
- (6) Appeals. To decide appeals relative to architectural review applications as provided herein;
- (7) Enforcement of Governing Documents. To perform such acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, including but not limited to voting rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to any appeal which may be filed and is pending;
- (8) Disputes. To determine matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of the Governing Documents, which determination shall be final and binding on all Owners;
- (9) Access. To restrict vehicular and pedestrian access to The Properties in a reasonable manner, including but not limited to the right to enclose The Properties and to install gateways in any fences surrounding The Properties, and to establish rules and regulations relating to access by Members and other parties; and
- (10) Insurance. To purchase insurance upon the Common Area.

SECTION 4. The Architectural Review Committee.

(a) The Architectural Review Committee (hereinafter referred to as the ARC) shall consist of a minimum of three but not more than five people who shall be appointed or designated from time to time by the Board of Directors of the Association and may be removed at any time by the same Board of Directors with or without cause. The members of the ARC may be, but are not required to be, Members, and the Developer will be represented on the ARC by at least one person of his choice so long as the Developer owns any part of The Properties. The Developer's representative may not be removed from the ARC without the Developer's consent.

(b) The affirmative vote of a majority of the Members of the ARC shall be required to make any finding, determination, ruling or order to issue any permit, consent, approval or disapproval under this Declaration, including this Article III, Section 4, and the approval or disapproval of all or any portion of any Living Unit plan and all Lot improvements, or to recommend that the Board of Directors adopt any rule or regulation relating to architectural standards.

(c) The ARC shall regulate the external design, appearance and location of The Properties and improvements thereon in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Committee shall:

(1) Review and approve, modify or disapprove written applications of Owners for improvements or additions to Lots or Living Units;

(2) Adopt architectural guidelines subject to the confirmation of the Board of Directors (“Architectural Guidelines”);

(3) In accordance with this Declaration, monitor Lots for compliance with Architectural Guidelines and approved plans for alteration;

(4) Interpret and enforce the Architectural Guidelines and will make value judgements regarding both the specifics and intent of the Guidelines; and

(5) Adopt procedures for the exercise of its duties.

(e) Failure to Act. In the event the ARC fails to approve, modify or disapprove in writing a correctly filed application within forty-five (45) days of the date of filing, approval will be deemed to have been granted.

(f) Appeal. An applicant may appeal an adverse ARC decision to the Board of Directors who may reverse or modify such decision by a two-thirds (2/3rds) vote of the Directors present at such meeting.

(g) Developer’s Plans. In no event shall the Developer be required to submit Living Unit plans, Lot improvements or any other matters relating to the Properties to the ARC. The provisions of this Section 4 shall apply only to Owners other than the Developer.

ARTICLE IV

COMMON AREA

SECTION 1. Obligations of the Association. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the exclusive management and control for the benefit of the Members of the Common Area conveyed to it and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in

good, clean and attractive order and repair in compliance with standards contained in this Declaration.

SECTION 2. Member's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area;

SECTION 3. Extent of Members' Easements. The Members' rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;

(b) The right of the Association to suspend the right of an Owner to use all or part of the Common Area, including any facilities thereon, for any period during which any assessment remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member to use the recreational facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the rules and regulations adopted by the Association, governing the use of the Common Area by Members; and,

(c) The right of the Association to mortgage any or all of the facilities if approved by the Class B Member, if any, and by two-thirds (2/3rds) of the Class A votes cast on the question. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.

SECTION 4. Delegation of Use. Any Member may delegate this right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association.

SECTION 5. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any or Owner's guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area. The Association shall repair said damaged area in good workmanlike manner in conformance with the original plans and specifications of the

area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Restoration Assessment upon the Lot of said Owner.

SECTION 6. Title to Common Area. Leasehold title to the Common Area shall be assigned to the Association by the Developer at such time as the Developer deems appropriate, in its sole discretion. At the time of such assignment, the Association shall assume all responsibility and become liable for that pro rata portion of the rental fees owed to the District as allocated to said Common Area by agreement of the District and the Developer.

ARTICLE V

COVENANT FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of an assignment thereof, whether or not it shall be so expressed in such assignment, is deemed to covenant and agree to pay to the Association such Annual and Special Assessments as are established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon, late charges and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. No Owner shall relieve himself of his personal obligation for delinquent assessments by passing such obligation to his successors in title unless expressly assumed by them with the written consent and approval of the Board of Directors of the Association. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health safety and welfare of the residents in The Properties; for the improvement and maintenance of the Common Area; for carrying out the duties of the Board of Directors of the Association; and for carrying out the purposes of the Association as stated in the Governing Documents.

SECTION 3. Date of Commencement of Annual Assessments, Due Dates. The Annual Assessments provided for herein may commence as to all Lots

at any time after the first day of the month following the assignment of any part of the Common Area to the Association in the sole discretion of the Board of Directors. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the first Annual Assessment against each Lot by a majority vote. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth whether the assessments on a specified Lot have been paid. The Annual Assessment may be collected in advance on a periodic pro-rata basis at the option of the Board of Directors.

SECTION 4. Changes in Annual Assessment. Changes may be made in the Annual Assessment as follows:

(a) From and after January 1 of the year immediately following the year or that part of the year in which the First Annual Assessment is imposed, the Annual Assessment may be increased by the Board of Directors each year not more than the percentage increase, if any, over the twelve (12) month period ending three (3) months prior to the assessment year, in the Consumer Price Index, or equivalent, as published by the U.S. Department of Labor for the area or ten percent (10%) above the prior Annual Assessment, whichever is greater;

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner who is not the Developer or a Participating Builder, the Annual Assessment may be increased above the amount which can be set by the Board under (a) above the assent of a majority of the total votes cast by Class A Members and the Class B Member, who shall have three (3) votes per Lot owned, combined, in person or by proxy, at a special meeting called for such purpose; and,

(c) The Board of Directors of the Association may after consideration of current maintenance costs and future needs of the Association, fix the Annual Assessment for any year at a lesser amount than that for the previous year.

SECTION 5. Special Assessments.

(a) Capital Improvement Assessment. The Association may levy in any assessment year a Special Assessment against Lots, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the

assent of the Class B Member, if any, and a majority of the Class A votes which are cast on the question.

(b) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot whose Owner damages or causes to be damaged any portion of the Common Area, as provided in Article IV, Section 5, and upon any Lot whose Owner fails to maintain such Lot, as provided in Article VI, Section 2. Restoration Assessments shall be limited to the amount necessary to meet the cost of the restoration and the cost of collection thereof; and such shall constitute a lien against a Lot, recordable among land records.

(c) Extraordinary Maintenance and Operation Assessment. The Association may levy in any assessment year a Special Assessment against Lots, applicable to that year only, for the purpose of defraying, in whole or in part, extraordinary maintenance and operation expenses of the Association above amounts allocated therefore in the Association's operating budget for such assessment year, provided that any such assessment shall have the assent of the Class B Member, if any, and of a majority of the Class A votes which are cast on the question.

SECTION 6. Notice and Quorum for any Action Authorized Under Section 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Members not less than five (5) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of Class A Members and Class B Member, who shall have three (3) votes per Lot owned, combined shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. Uniform Basis of Assessment. Both Annual and Special Assessments must be fixed on a uniform basis for all platted Lots of record and may be collected on a periodic basis. Such assessments shall be determined as follows:

(a) Platted Lots with completed Living Units not owned by the Developer shall be assessed at one hundred percent (100%) of the assessment established by the Board of Directors of the Association (the "Assessment").

- (b) Platted Lots with completed Living Units owned by the Developer shall be assessed at twenty-five percent (25%) of the Assessment.
- (c) Vacant platted Lots not owned by the Developer shall be assessed at twenty-five percent (25%) of the Assessment for a one (1) year period following the initial assignment of a Leasehold interest therein to an Owner. After one (1) year following the initial assignment of a leasehold interest to an Owner, however, vacant platted Lots shall be assessed at one hundred percent (100%) of the Assessment.
- (d) Platted Lots, not owned by the Developer, with Living Units under construction shall be assessed at twenty-five percent (25%) of the assessment; provided that, if the one (1) year period described in subparagraph (c) above has expired, the Lot shall be assessed at one hundred percent (100%) of the Assessment.
- (e) Vacant platted Lots or platted Lots with Living Units under construction owned by the Developer shall not be subject to assessment by the Association.
- (f) Any Lot or leasehold interest owned by a Participating Builder shall not be subject to assessment by the Association until the earlier of (i) occupancy of a Living Unit thereon, (ii) completion of construction of any Living Unit thereon or (iii) one (1) year after the date the initial conveyance of leasehold interest for such Lot is delivered to the Participating Builder. Thereafter, any annual assessment or special assessment upon any Lot owned or leased by the Participating Builder, if occupied, shall be one hundred percent or, if unoccupied, shall be twenty-five percent (25%) of the Assessment.
- (g) No assessments of any kind or nature shall be levied by the Association against any areas unplatted or reserved for future development by this Declaration or the plat of The Properties, or against the District or any property or rights of the District.
- For purposes of this Section, a Living Unit shall be considered to be under construction on the first day of the month following the issuance of a building permit. A Living Unit shall be considered to be completed the earlier of the first day of occupancy of such Living Unit or the first day of the ninth month after it shall be deemed to have been under construction under the terms of this Section.

SECTION 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the payment date shall be delinquent and shall be subject to a later charge to be determined by the Board of Directors, and shall also bear interest from the payment date at a rate to be fixed by the Board of Directors for each

assessment period not to exceed the maximum rate which may be charged under applicable State and Federal laws. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of an assignment of a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial and non-judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners.

SECTION 9. Subordination of the Lien to Mortgage and Leases. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage and to the rights of the District under assignments of leases from the District which are consented to by the District. 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. The Owner of a Lot may create a second mortgage on the condition that any such second mortgage shall always be subordinate to all of the terms, conditions, liens for assessments, and other payments created by this Declaration and by the Bylaws and rules and regulations of the Association.

SECTION 10. Insurance.

(a) The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure the buildings and structure in the Common Areas against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include other coverage against vandalism and theft.

(b) The Board of Directors of the Association shall obtain and continue in effect comprehensive public tort liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each other, from and against liability in connection with the Common Areas.

(c) The Board of Directors of the Association shall obtain and continue in effect Workmen's Compensation insurance to cover

its own employees, if any, and all other employees of subcontractors or agents who are not covered under the subcontractors' or agents' policy.

(d) The Board of Directors of the Association shall have the right to obtain and continue in effect such other insurance as the Board of Directors may in its discretion deem to be necessary or desirable.

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

(f) Each Owner shall keep improvements to his Lot insured at all times for their full replacement value Against losses due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and any other hazards that may be covered under standard extended coverage provisions, and, upon written notice, shall furnish the Board of Directors of the Association proof of such coverage. In every case of a loss due to these hazards, each Owner shall promptly repair or rebuild such improvements from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage.

(g) Each Owner shall be responsible at his own expense and cost for his own personal insurance on the Contents of his own residence, carport or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on The Properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense.

SECTION 12. Ad Valorem Property Taxes.

(a) Each owner shall be responsible for and promptly pay ad valorem taxes on his Lot and improvements.

(b) The Association shall be responsible for ad valorem property taxes on the Common Area and such other taxes as may be levied against the Association and all costs of such taxes shall be a common expense of all Owners and a part of the Annual Assessment.

SECTION 13. District Lease Fees. Each Owner shall be responsible for and promptly pay annual lease fees on his Lot to the District.

ARTICLE VI

USE OF PROPERTY

SECTION 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize

property values or be detrimental to the well-being of Members.

(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, without a two-thirds (2/3) vote of the Board of Directors of the Association, provided that this shall not prohibit assignments of correction, assignments to resolve boundary line disputes and similar corrective instruments.

(c) Set-Back Restrictions. In the event set-back restrictions are not initially indicated on the recorded plat of any part of Fox Bay, the Developer shall determine set-back restrictions for each Lot in such part, which said set-back restrictions shall be delivered in writing to the Association after the plat covering such subdivision part has been recorded, and such restrictions shall be entered in the minute book or such other instrument which contains the permanent rules and regulations of the Association. Prior to conveyance of all Lots in such part by the Developer, the set-back restrictions as delivered to the Association for that part or any Lot therein may be amended with the written consent of the Developer and by a majority vote of the ARC. After conveyance of all Lots in such part by the Developer, such set-back restrictions for such part or any Lot therein may be amended by a majority vote of the ARC. In the event set-back restrictions are established on the recorded plat of any part of Fox Bay, such restrictions may be amended only by recorded amendment to such plat. Notwithstanding anything herein to the contrary, no set-back restriction on any Lot shall be amended after conveyance by the Developer in any manner more restrictive than established for such Lot at the time of conveyance nor may any amendment be made without the consent of the District.

(d) Conditions for Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or Common Area or the improvements located thereof from its natural or improved state existing on the date such property was first assigned by the Developer or the District to an Owner or to the Association or such property was first occupied shall be made or done by any Owner other than the Developer without the prior approval of the Architectural Review Committee. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done by any Owner other than the Developer

on such property without the prior written consent of the Architectural Review Committee.

(e) Rules. From time to time the Board of Directors shall adopt general rules, including but not limited to rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, signs, trash and trash containers, maintenance and removal of vegetation of The Properties. After conveyance of the first Lot to an Owner, such general rules may be adopted or amended by a majority of the Board following a public hearing for which due notice has been provided. All such general rules and any subsequent amendments thereto shall be binding on all Members, except where expressly provided otherwise in such rules.

(f) Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Developer or Participating Builders are engaged in developing or improving any portion of The Properties, such persons shall be exempted from Rules affecting movement, disposition and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units. Such exception shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of The Properties.

SECTION 2. Maintenance of Property.

(a) Owner Obligation. Each Owner, including but not limited to the Developer, and Participating Builders, shall keep all Lots owned by him, and all improvements therein or thereon, in high quality condition and in good repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management to maintain an attractive appearance. Trees, shrubs, and plants which die or become severely diseased shall be removed promptly from said Lot.

(b) Failure to Maintain. In the event an Owner of any Lot in The Properties shall fail to maintain the Premises and the improvements situated thereon as provided herein, the Association, after notice to the Owner as provided in the Bylaws or its minutes and approval by a majority

vote of The Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Restoration Assessment upon such Lot.

SECTION 3. Other Restrictions and Requirements.

(a) All land in Fox Bay shall be divided into Lots for the erection of conventional single family homes, garden homes, zero lot line homes, townhomes, other types of residential development as allowed by the Lease, and Common Area consisting of permanent open spaces in which walks, roadways, playgrounds, parking areas, and other facilities for the common use and benefit of any owning leasehold interest in any Lot.

(b) The lease or rental of a Living Unit for residential purposes shall be allowed if the entire Living Unit and all improvements on the Lot are leased, the term of the lease is at least six months, the lease otherwise complies with the rules and regulations adopted and promulgated from time to time by the Association, and the lease is subordinate and subject to this Declaration and is in writing. The lease referred to in this paragraph is separate and apart from a lease or assignment of lease by the District which shall not be subordinate to this Declaration unless so indicated in writing by the District.

ARTICLE VII

PARTY WALLS AND ZERO LOT LINES

SECTION 1. General Rules of Law to Apply. Each wall built on the dividing line between the Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for damage due to negligent or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to their use.

SECTION 3. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

SECTION 4. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (except deterioration from ordinary wear and tear and lapse of time of party walls only, which repair or maintenance shall be the responsibility of the Owners):

(a) through the act of an Owner or any of his tenants, agents, licensees, pets or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners;

(b) other than by the act of an Owner, his tenants, agents, licensees, pets, guests or members of his family, it shall be the obligation of the Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein.

SECTION 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under the Article shall be appurtenant to the land and shall pass to each Owner's successor in title.

SECTION 6. Arbitration. In the event any dispute arises concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator from among the Members, and the Board of Directors shall choose a neutral and third arbitrator who shall be satisfactory to both parties and the decision shall be by a majority of the three arbitrators. Should any party refuse to choose an arbitrator within ten (10) days after written request therefore, the Board of Directors of the Association shall select an arbitrator for the refusing party from among the Members.

SECTION 7. Maintenance Easement. There shall be an easement of ingress and egress in order to provide ordinary access for maintenance by owners of party walls and zero lot line Living Units.

SECTION 8. Easement for Encroachments. Eaves of residences built on the "zero lot line" Lots may extend across said line a maximum of two (2) feet, and, as provided in the Declaration, any Lot over which such encroachments exist shall be subject to an easement for the encroachment and such easement is hereby granted and imposed as fully as if set forth in the Lease, or Assignment of the respective Lots.

ARTICLE VIII.

WETLANDS AND WATERFRONT AREAS

SECTION 1. The natural, scenic, and recreational resources, soils, wetlands, wildlife, game and migratory birds, and fish spawning waters currently in evidence at and surrounding The Properties will be maintained. Rules and regulations emanating from the District and the

Corps are to be enforced strictly in order to preserve these environmental sensitive areas found at Fox Bay. Naturally occurring wildlife and scenic beauty that are aesthetically valuable to Fox Bay will be protected by the Association.

SECTION 2. Wetland, waterfront, and wildlife rules and regulations:

(a) Waterfront Lots adjacent to Spring Branch Inlet (Western Side of Fox Bay). To preserve the natural character and high fishery productivity of the Spring Branch Inlet of Pelahatchie Bay, Ross Barnett Reservoir, there is hereby established construction and clearing restrictions on all properties which front on the inlet. A 25-foot buffer or conservation zone of upland property as identified in Exhibit "C" attached hereto, on that portion of the property comprising the inlet, marsh, or flooded area, shall be preserved substantially in its present natural state except for moderate undergrowth clearing for view and breeze. No machine mowing will be allowed in the buffer conservation zone. No private pier and/or dock construction will be allowed within the boundaries of these Lots.

(b) No activities or construction shall be conducted or commenced on any portion of the Properties which would violate any criteria for use of wet lands, waterfront or waterways, or criteria which affect the wildlife, as established for the Properties by the Association or by the Corps, District or other federal and state agencies having authority or jurisdiction with respect thereto.

ARTICLE IX

Easements

SECTION 1. Construction.

(a) Each Lot and the property included in the Common Area shall be subject to an easement which is hereby granted for encroachments created by construction, settling and overhangs, as designed or constructed by the Developer. A valid easement for said encroachments and for the maintenance of same, as long as it stands, shall and does exist. In the event a structure containing two or more residences is partially or totally destroyed, and then rebuilt, the Owners so affected agree that minor encroachments of parts of the adjacent residential units on Common Areas due to construction shall be permitted and that valid easements for said encroachments and the maintenance thereof shall exist, together with an easement on and over adjacent Lots for such minor encroachments and maintenance.

(b) Each Owner whose air-conditioning compressor is initially located adjacent or near the Common Area is hereby vested with an easement upon, across, over and under said Common Area for the purpose of installing, replacing, repairing and maintaining said compressor and its appurtenances. It shall be the responsibility of each Owner so using the Common Area to return the said Common Area to its pre-existing condition. There shall be no obstruction of the Common Area. Nothing shall be stored in or on the Common Area without the prior written consent of the Board of Directors.

(c) Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Developer or Participating Builders are engaged in developing or improving any portion of The Properties, such persons shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities, including maintenance of model Living Units. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of The Properties.

SECTION 2. Utility Easements.

(a) There is hereby created an easement upon, across, over, through and under The Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer, the District or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said residences providing such company restores distributed areas to the condition in which they were found.

(b) Notwithstanding anything to the contrary contained in this paragraph: (1) no sewers, electrical lines, water lines or other utility service lines, or facilities for such utilities, may be installed or relocated on said premises except as approved by the Developer prior to the conveyance of the first Lot to an Owner or by the Association thereafter, and (2) it shall not be construed to apply to the relocation, installation or removal of utility lines within a unit which serves only that unit. This easement shall in no way affect any other recorded easements on said premises.

SECTION 3.Developer's Easements to Correct Drainage.For a period of two years from the date of conveyance of each Lot, the Developer reserves an easement and right on, over and under the ground within that Lot to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition to the extent practicable.The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

SECTION 4.Easement to Inspect.There is hereby created an easement in favor of the Association, its officers, agents, employees, and any managing agents selected by the Association for ingress and egress on any Lot to inspect such property for (a) alleged violations of the Governing Documents, and (b) compliance with architectural standards and/or approved plans for alterations and improvements, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

SECTION 5.Other Easements.A license is hereby granted to all police, fire protection, ambulance, garbage and trash collection, pick-up vehicles, the District and all similar persons to enter upon the Common Area in the performance of their duties.Further, an easement is hereby granted to the Association, its officers, agents, employees, and any managing agents selected by the Association to enter in or to cross the Common Area and any Lot to perform the duties of maintenance and repair of the residences or Common Area provided for herein.

GENERAL PROVISIONS

SECTION 1.Duration. The covenants and restrictions of this Declaration shall run and bind the land for a term ending July 2046, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of the sixty-year term or any ten-year extension period the covenants and restrictions are expressly terminated by an instrument signed by not less than seventy-five percent (75%) of the votes of the Class A Members and by the Class B Member, if any, and the District.A termination must be recorded in the Office of the Chancery Clerk of Rankin County, Mississippi, in order to become effective.

SECTION 2. Amendment. This Declaration may be amended at any time by a vote of not less than two-thirds (2/3) of the Class A Members, the District and by the Class B Member, if any, as certified and attested before a notary public by the President and Secretary of the Association, respectively. An amendment must be recorded as aforesaid in order to become effective.

SECTION 3. Enforcement. The Association or any Owner or the Developer, as long as it owns any interest in The Properties, or the District shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and other Governing Documents. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. Certain Rights of the Developer. For such time as the Developer shall own any interest in the Properties, its rights and interests shall not be prejudiced by any of the following actions unless it shall in writing join in such actions.

There shall be no amendments to the Governing Documents which:

- (a) Discriminate or tend to discriminate against the Developer's rights as an Owner;
- (b) Change Article 1, DEFINITIONS, in a manner which alters the Developer's rights or status or architectural requirements;
- (c) Alter the Developer's rights under Article II as regards annexation of additional properties;
- (d) Alter the character and rights of Membership or the rights of the Developer as set forth in Article III;
- (e) Alter previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way;
- (f) Deny the right to convey Common Areas to the Association so long as such Common Areas lie within the land area described in Exhibits A and B;
- (g) Alter the rights as set forth in Article VII relating to design controls;
- (h) Alter the basis for assessments;
- (i) Alter the provisions of the protective covenants as set forth in Article VI; and
- (j) Alter the Developer's rights as they appear under this Article.

SECTION 5. Serverability. Invalidation of any one covenant, restriction or part thereof, by judgment or court order

shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 6. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then Supplementary Declarations, then the Articles of Incorporation of the Association, then the Bylaws of the Association, then the rules and regulations of the Association, then the Architectural Guidelines, except that in all cases where the Governing Documents may be found to be in conflict with the Lease, including any assignment or sublease, in whole or in part, the Lease (or such assignment or sublease) shall control.

SECTION 7. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of The Properties by providing a common plan for the development thereof. The headings used herein are for ease of reading and indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

SECTION 8. Covenant to Comply. Every person, persons, or entity who accepts an assignment to a Lot and qualifies as an Owner covenants, for himself, his heirs, administrators, executors, successors and assigns, whether or not it shall be so expressed in the assignment, that he will faithfully comply with and abide by the provisions of the Governing Documents, as presently constituted and as the same may be lawfully amended from time to time.

IN WITNESS WHEREOF, the undersigned Fox Bay, Inc., herein called the Developer, acting by and through its duly authorized officer, has hereunto set its hand and seal on this the 25th day of October, 1988.

FOX BAY, INC.

By: s/Paul V.

Lacoste, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 25th day of October, 1988, within my

jurisdiction, the within named Paul V. Lacoste, who acknowledged that he is president of Fox Bay, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

West

s/Ruth Helen

PUBLIC

NOTARY

My Commission Expires:

(AFFIX NOTARIAL SEAL)

This Declaration has been consented to by Pearl River Valley Water Supply District.

This the 25th day of October, 1988.

VALLEY WATER SUPPLY DISTRICT

PEARL RIVER

Walker, Jr.

By:s/Earl

TITLE:President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, on this 25th day of October, 1988, within my jurisdiction, the within named Earl Walker, Jr., who acknowledged that he is President of Pearl River Valley Water Supply District, a corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

West

s/Ruth Helen

PUBLIC

NOTARY

My Commission Expires:

(AFFIX NOTARY SEAL)