

THE DECLARATION OF PROTECTIVE COVENANTS

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THIS DECLARATION made this 11th day of November, AD. 1975 by BRIDGETOWN, INC., a Mississippi Corporation, hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto to the covenants, restrictions, easements and changes hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has Incorporated under the laws of the State of Mississippi, as a non-profit corporation, The Bridgetown Community Association, Inc., for the purpose of exercising the functions of the aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and charges (sometimes referred to as "protective covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION I. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "*Association*" or "*Community Association*" shall mean and refer to the Bridgetown Community Association, Inc.
- (b) "*The Properties*" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration.
- (c) "*Common Properties*" shall mean and refer to lakes and those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of the Properties including other areas which the Developer may designate as Common Properties.
- (d) "*Lot*" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties as heretofore defined.
- (e) "*Living Unit*" shall mean and refer to any portion of a building situation upon the Properties designed and intended for use and occupancy as a residency by a single family.
- (f) "*Multi-family Structure*" shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual Lot.
- (g) "*Owner*" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (h) "*Member*" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

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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 DeSoto County, Mississippi, and is more particularly described as follows:

SECTIONS A, B, AND C, Bridgetown, in Section 23, Township 2 South, Range 7 West, DeSoto County, Mississippi as shown by the plat recorded in Plat Book 14 Pages 38 - 44, in the office of the Chancery Clerk of DeSoto County, Mississippi, all of which real property shall hereinafter be referred to as "Existing Property."

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

- (a) *Additions by the Developer.* The Developer may from time to time add to the properties such land as is now or hereafter owned or approved for addition by the Developer. The Developer shall be under no obligation to add additional land to the properties.
- (b) *Mergers.* Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternately, 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 consolidation however, shall effect any revocation, change or addition to the covenants established by this Declaration with the Existing Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. *Membership.* Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a member.

SECTION 2. *Voting Rights.* The Association shall have two classes of voting membership.

CLASS A. Class A member shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

CLASS B. Class B members shall be the Developer. The Class B member shall be entitled to two times the total number of votes to which all Class A members are entitled, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total number of votes to which the Class B member would be entitled (if the Class B membership were converted to Class A membership) is less than 5% of the total Votes; or
- (b) On December 31, 1984.

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From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot or Living Unit in which it holds the interests required for membership under Section 1.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

ARTICLE IV

PROPERTIES RIGHTS IN THE COMMON PROPERTIES

SECTION 1. Members Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

SECTION 2 Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvement thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer covenants, for itself, its heirs and assigns that it shall convey the Common Properties of the Association, free and clear of all liens and encumbrances, not later than December 31, 1984.

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

- (a) the right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common Properties and in aid thereof to mortgage said properties. 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; and
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- (c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed ninety (90) days for any infraction of its published rules and regulations; and
- (d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties' and
- (e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the total votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken, and
- (f) the right of the Association to enter into licensing agreements for the use of the Common Properties with owners of properties not subject to this Declaration which front on (or which about properties fronting on) any lake owned by the Association.

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ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. *Creation of the Lien and Personal Obligation of Assessments.* The Developer for each Lot and Living Unit owned by him within the Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided: each such assessment, together with such interest thereon and cost of collection as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Association may proceed in law or equity against the owner of any Lot or Living Unit to collect the annual or special assessments, together with such interest thereon and costs of collection thereof including attorney's fees necessary to the collection thereof.

SECTION 2. *Purpose of Assessments.* The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

SECTION 3 *Basis and Maximum of Annual Assessments.* Annual assessments shall be as follows commencing January 1, 1976 for the next calendar year and at the end of such period the annual assessments may be increased by vote of the members, as hereinafter provided:

\$20.00	for each S-1 Lot
\$10.00	for each S-2 Lot
\$ 5.00	for each S-3 Lot
\$20.00	for each P-1 Lot
\$10.00	for each P-2 Living Unit
\$10.00	for each M-1 Living Unit

The Board of Directors of the Association may, after consideration of current maintenance costs and future costs and needs of the Association, fix the actual assessment for any year at a lesser amount provided that the assessment for each of the above categories is reduced proportionately.

Assessments may be collected on a quarterly or yearly basis as determined from time to time by the Board of Directors.

For the purposes of this Section 3, the following definitions shall apply:

S-1 Lot means any single family residential Lot for which a building permit has been issued for construction of a free-standing residence.

S-2 Lot means any single family residential Lot for which no building permit for construction of a residence has ever been issued.

S-3 Lot means each single family residential Lot in addition to one S-1 Lot or one S-2 Lot owned by the same Member for which no building permit has ever been issued for construction of a residence. To qualify as an S-3 Lot, record title thereto must be exactly the same as that for the related S-1 or S-2 Lot.

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P-1 Lot means any planned unit residential Lot subject to the Indenture of any Area Association which is improved with a residence attached by a party wall to an adjoining residence after title to the Lot has been transferred by the builder to the first user thereof.

P-2 Lot Living Unit means any occupant-owner Living Unit after title thereto has been transferred by the builder to the first user thereof. For example: a condominium unit not situated on its own Lot.

M-1 Living Unit means any Living Unit in a multi-family structure owned by a single party from and after the date on which such Living Unit is first occupied by a tenant.

SECTION 4. *Special Assessments/or Capital Improvements.* In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set for the purpose of the meeting.

SECTION 5: *Change in Basis and Maximum of Annual Assessments.* Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and bases of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

SECTION 6. *Quorum for Any Action Authorized under Sections 4 and 5.* The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. *Date of Commencement of Annual Assessments.* Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year. The amount of the annual assessment which may be levied for that year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than in the beginning of any assessment period. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 8. *Duties of the Board of Directors.* The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period of a least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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

SECTION 9. *Effect of Non-payment of Assessment: the Personal Obligation of Owner: Remedies of Association.* If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such

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assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6% per annum, and the Association may proceed in law or equity against the Owner personally obligated to pay same, and there shall be added to the amount of such assessment interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

SECTION 10. *Exempt Property.* The following property subject to this Declaration shall be exempted from the assessments and charges created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Mississippi upon the terms and to the extent of such legal exemption. Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments and charges.

ARTICLE VI

AREA ASSOCIATIONS

SECTION 1. *Purpose.* Certain areas of the Properties may encompass common facilities not designed for use generally by the Members (of the Community Association) requiring the creation of a localized association for maintenance and operational purposes. In such cases the Developer may designate any area shown on any subdivision plat of the Properties as an Area Association.

SECTION 2. *Membership.* Any Member (of the Community Association) who owns a Lot or Living Unit within an Area Association shown on any subdivision plat, shall by virtue of such ownership, also be a member of the Area Association created for such area and entitled to vote as from time to time provided by the Bylaws of the Area Association.

SECTION 3. *Title to Common Facilities and Members' Easements.* Each Area Association shall take title to and hold, maintain, improve, and beautify for the common benefit of the members thereof, such common facilities (such as but not limited to parks, green areas, parking areas, swimming pools and club houses) as from time to time may be conveyed to it; and each Area Association member shall have a right and easement of enjoyment in and to such common facilities and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit in the Area Association. The extent of such easement shall be the same as is set forth in Article IV above.

The-provision of Article IV Section 2, are hereby made applicable to and incorporated in, the Article VI as if fully set forth herein.

SECTION 4. *Maintenance Assessments.* All of the provisions of Article V above (except Section 3 thereof) shall apply and be applicable to each Area Association (unless the content of the Article VI shall prohibit such application) as if such provisions were set forth in full under this Section.

The annual assessment to be charged to Members of an Area Association shall be determined from time to time by the Board of Directors of the Area Association, but in no event may such assessments per Lot or Living Unit exceed the maximum amount of the assessments which may then be levied by the Community Association against Lots or Living Units within the Area Association.

SECTION 5. *Exterior Maintenance.* In addition to maintenance upon the Common Properties, each Area Association may provide exterior maintenance under the same terms and conditions as are set forth in Article IX below, which are specifically incorporated in this Section.

SECTION 6. *Corporation.* The Developer covenants that at such time as it shall record a subdivision plat on which there is designated an Area Association, it shall before any portion thereof is sold, cause an Area Association to be incorporated.

SECTION 7. *Superior Jurisdiction of Community Association.* The Community Association. The Community Association shall have jurisdiction over all the Properties, and every Owner shall be a Member of the Community

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Association notwithstanding the fact that he may also be a Member of an Area Association. The provisions of the Article VI shall, at all times, be subject and subordinate to the other Article in this Declaration.

The Community Association may, if approved by its Board of Directors, perform services for any Area Association such as but not limited to the collection of assessments.

ARTICLE VII

PARTY WALLS

SECTION 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and to the extent no inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and of liability for property 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 such use.

SECTION 3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

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

SECTION 6. Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Reference in this Declaration to "Architectural Control Committee" shall apply either to the aforesaid committee or the Board of Directors, whichever happens to be acting at the time. In addition, Owners of waterfront lots shall submit for approval plans for prevention of erosion and for prevention of soil from entering the lake. In the event said Board, or its designated committee, shall fail to approve or disapprove such design and location within thirty (3) days after said plans and specification have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

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ARTICLE IX

EXTERIOR MAINTENANCE

SECTION 1. *Exterior Maintenance.* In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article V hereof, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

SECTION 2. *Assessment of Cost.* The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a charge and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot or Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustments with the Owner as is necessary to reflect the actual costs thereof.

SECTION 3. *Access at Reasonable Hours.* For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday

ARTICLE X

USE RESTRICTIONS

SECTION 1. *General Provisions.* All of the Existing Property and all additional lands which shall be subject to this Declaration under Article II above, shall be subject to the following use restrictions:

- (a) ***Land Use.*** No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Control Committee.
- (b) ***Obstruction of Traffic.*** No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level, lying without the approved building, driveway and parking areas, shall be removed without the approval of the Architectural Control Committee.
- (c) ***Nuisances.*** No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.
- (d) ***Grades.*** Within any slope control area established by the Developer, no structure, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot or other parcel and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible.
- (e) ***Fences.*** No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the properties unless approved by the Architectural Control Committee.
- (f) ***No Commercial Activities.*** No commercial activity of any kind shall be conducted on any Lot or in any Living Unit, but nothing herein shall prohibit the renting and management of multifamily structures nor the carrying on of promotional activities by the Developer.

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- (g) Livestock. No hogs, cows, horses, rabbits, chickens, goats, poultry, birds, livestock, or animals of any kind, other than house pets (except house pets with vicious propensities), shall be brought onto or kept on the Properties; and no more than two dogs, cats or other such pets may be kept or maintained on any Lot or Living Unit.
- (h) Parking of Motor Vehicles, Boats and Trailers. No trucks or commercial vehicles, boats, house trailers, boat trailers and trailers of every other description shall be permitted to be parked or to be stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Control Committee, except only during periods of approved construction on the Lot, unless approved by the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.
- (i) Overhead Wiring. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on Lot without the consent in writing by the Architectural Control Committee established hereby.
- (j) Laundry Poles. No permanent poles for attaching wires or lines for the purpose of hanging laundry thereupon shall be erected, installed or constructed on Lot.
- (k) Antennas. No outside radio or television antenna shall be erected, installed or constructed on any Lot, without the written consent of the said Architectural Control Committee.
- (l) Fuel Tanks. No fuel tank or container of any nature shall be placed, erected, installed or constructed on any Lot, unless approved by the Architectural Control Committee.
- (m) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.
- (n) Signs. No signs, advertisement, billboards, or advertising structures of any kind may be erected or maintained on any Lot except by the Developer or except when approved by the Developer. This covenant shall be in effect until December 31, 1984.
- (o) Drilling and Quarrying. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot, except by the developer. This covenant shall be in effect until December 31, 1984.
- (p) Dumping of Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, or incinerators or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition.
- (q) Sewage Disposal. No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.
- (r) Water Supply. No individual water supply system shall be permitted on any Lot, except for use in air conditioners and sprinkler systems.
- (s) Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved to the Developer as shown on recorded Plats. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
- (t) Care and Appearance of Premises. The structures and grounds on each Lot shall be maintained in a neat and attractive manner. The Association shall have the right (upon twenty (20) days notice to the Owner of the property involved, setting forth the action intended to be taken, and if at the end of such time such action has

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not been taken by the owner), at the expense of the Owner, to remove trash or rubbish, and to cut grass, weeds and vegetation and to trim or prune, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant and unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such property in neat and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand and if not paid within ten (10) days thereof the Association may proceed in law or equity against the Owner to recover such costs and expenses incurred by the Association, plus reasonable attorney's fees necessary to the collection thereof.

- (u) Exterior Colors. The exterior finishing colors on all structures as originally approved by the Architectural Control Committee shall be maintained and shall not be changed without the approval of the Architectural Control Committee.
- (v) All residents must at all times comply with all of the laws and regulations of DeSoto County, Mississippi, pertaining to building, zoning and subdivisions.
- (w) There shall be no hunting on any of the Properties, nor shall there be any discharging of firearms thereon.
- (x) The Association may regulate speed limits within the boundaries of the Property insofar as such regulation is not inconsistent with the laws of DeSoto County and the State of Mississippi.

SECTION 2. Provision Applicable to Lots Designated for Single-Family Dwellings. Any Lot subject to this declaration designated on a recorded plat for single-family dwelling purposes shall be subject, in addition to the General Provisions, to the following use restrictions.

- (a) Land Use. None of said Lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the Developer) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family.
- (b) Height Limitation. Any residence erected on any of said Lots shall not be more than two (2) levels in height, above ground, provided that a residence more than two (2) stories in height may be erected on any of said Lots with the written consent of the Architectural Control Committee.
- (c) Minimum Size Requirements. No structure shall be erected, altered, placed or permitted to remain on any of the numbered lots other than new construction. No more than one residence shall be erected and maintained at any time upon any one of the numbered lots. However, nothing in any of these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence thereon and locating the same as if said contiguous lots were but one single lot, and upon completing such construction said lot shall thereafter be considered as one lot. Any residence erected on a lot having lake frontage shall have a minimum ground floor area of 1,600 square feet in the case of one-story dwellings, exclusive of open porches, carports or garages and in the case of two-story dwellings, the minimum ground floor area shall not be less than 1,200 square feet.

Any residence erected on a lot facing the lake shall have a minimum ground floor area of 1,400 square feet in the case of one-story dwellings, exclusive of open porches, carports or garages, and in the case of two-story dwellings, the minimum ground floor area shall not be less than 1,100 square feet.

Any residence erected on a lot not facing the lake shall have a minimum ground floor area of 1,300 square feet in the case of one-story dwellings, exclusive of open porches, carports or garages and in the case of two-story dwellings, the minimum ground floor area shall not be less than 1,000 square feet.

- (d) Building Lines. No residence shall be located on any of the above mentioned numbered lots, closer than thirty-five feet to the front line of said lot and every residence shall face the street on which the lot fronts, except that any residence erected on a corner lot may face either street or both streets, but shall not be located

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closer than thirty-five feet to said streets. No building shall be erected or located closer than eight feet to an interior lot line or nearer than sixteen feet to a building on the adjacent lot. The total of side line set backs per lot, shall conform to a minimum of twenty feet. No garage or other out building located or erected on a corner lot shall be constructed any closer to the side street line than the principal residence on said lot is located or erected. No residence on a lot abutting the lake or lakes shall be located closer than thirty feet to the rear line of said lot. In no event shall any construction be allowed on a utility easement containing therein sewage lines and any such construction on any type of utility easement shall be done at the owners risk. However, a residence or part of any residence may be located on any lot nearer than the said building line shown upon said plat with the written consent of the Architectural Control Committee.

Provided, however the following enumerated parts of any residence may project over the above described front, side and rear lines for the distance shown to wit:

- (a) Window Projections. Bay, bow or oriel, dormer and other projecting windows not exceeding one story in height, may project a distance not to exceed one (1) foot.
- (b) Miscellaneous Projections. Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises and other similar projections for purely ornamental purposes, may project a distance not to exceed one (1) foot.
- (c) Porch Projections. Uninclosed, covered porches, balconies and porte cocheres may not project beyond the front building line.
- (d) Uncompleted Structures. No residence shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months.
- (e) Garages and Carports. All garages and carports must be attached to the main dwelling house unless otherwise approved by the Architectural Control Committee. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting the street.
- (f) Frontage. All dwelling houses shall front or present a good frontage on the street on which it is located as shown on the recorded plat unless otherwise approved by the Architectural Control Committee. Dwelling houses located on corner lots shall front or present a good frontage on both streets unless otherwise approved by the Architectural Control Committee.

SECTION 3. Provisions Applicable to Lakes and to Water front Lots. Any lot or parcel of land which is adjacent to a lake, as shown on any recorded plat shall be subject to the following use restrictions. Waterfront lots designated for single family dwelling purposes shall also be subject to the provisions of Section 2 above.

- (a) Boathouses. Docks and Wharves. No boathouse, dock, wharf or other structure of any kind shall be erected, placed, or altered, on the shores of a lake, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability per se. It is the intention of this instrument to authorize the committee in its sole discretion to approve or disapprove any such boathouse, dock, wharf or other structure on the lakefront. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of the paragraph.
- (b) Shoreline Contours. Shoreline contours of lakes may not be changed without the written approval of the Architectural Control Committee. No lot shall be increased in size by filling in the waters upon which it abuts.
- (c) Rules and Regulations. Rules and regulations for the use and enjoyment of lakes may be promulgated by the Association, including, by way of example but not limitation, the size of motors which may be used thereon.
- (d) Refuse. No refuse of any kind shall be disposed of or placed in the lake.
- (e) Vehicle Parking. No vehicle shall be stored within twenty (20) feet of the shoreline without approval of the Architectural Control Committee.

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ARTICLE XI

EASEMENTS

SECTION 1. *Easement for Installation of Post Lamps.* There shall be and is hereby reserved to the Developer a perpetual and nonexclusive easement to install a post lamp on any lot at any time, such easement to include, but not be limited to, the right to install, relocate and maintain all necessary underground wire and/or leads into any Living Unit situated upon the Property.

SECTION 2. *Easement for Landscaping and Related Purposes.* There shall be and is hereby reserved to the Developer a perpetual and nonexclusive easement over all lots, or any Common Area or Community Facility, for a distance often (10) feet behind any lot line which parallels a street (whether public or private) for the purposes of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood or masonry wall features and/or related landscaping.

SECTION 3. *Context.* As used in this Article, the term "lot" shall be deemed to include all parcels or property which are part of the Property.

ARTICLE XII

GENERAL PROVISIONS

SECTION 1. *Duration.* The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods often (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds (2/3) requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

SECTION 2. *Notices.* Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears a Member or Owner on the records of the Association at the time of such mailing.

SECTION 3. *Enforcement.* Enforcement of these covenants and restrictions shall be by any proceeding at law or equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on the day and year first above written.

BRIDGETOWN, INC.

By _____
Bert Manchik, President

ATTEST

Secretary