

PREPARED BY AND RETURN TO:

The Heritage at Jacobs Farm, LLC
217 Draperton Dr., Suite 100
Ridgeland, MS 39157
Telephone (601) 714-1200

INDEXING INSTRUCTIONS:

Northeast 1/4 of Section 32,
Township 7 North, Range 2 East,
Madison County, Mississippi

PROPERTY DERIVATION:

Book 4168 at Page 726

DECLARANT/DEVELOPER

The Heritage at Jacobs Farm, LLC
217 Draperton Dr., Suite 100
Ridgeland, MS 39157
Telephone (601) 714-1200

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE HERITAGE AT JACOBS FARM,
MADISON COUNTY, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS that The Heritage at Jacobs Farm, LLC, a Mississippi limited liability company, is the owner of real property located in Ridgeland, Madison County, Mississippi, more particularly described in Exhibit A and does hereby publish and declare that the real property shown on the aforesaid plat shall be held, conveyed, sold, leased, used, occupied, and improved subject to the covenants, conditions and restrictions incorporated herein.

It is the intent of Developer to develop this property as a residential subdivision to be known as The Heritage at Jacobs Farm as a part of a traditional neighborhood development. Unlike typical suburbs that separate homes from businesses and force dependence on the automobile, certain reserved parcels along Old Canton Road are intended to be developed for commercial or mixed use to bring together commercial, civic, and residential uses in a way that enlivens the community. To provide for preservation of values and amenities in this Development and for the maintenance of certain Common Areas and Common Facilities to be developed within it, the Developer desires to subject the Development to the covenants, conditions and restrictions contained in this Declaration, each and all of which are for the benefit of the Developer and any person or other entity purchasing or otherwise acquiring an ownership

interest therein, and their respective heirs, legal representatives, successors, or assigns. Developer shall create and organize The Heritage at Jacobs Farm Property Owner's Association, Inc., and shall delegate and assign certain powers and duties created by and in this Declaration to the Association (1) for the administration and maintenance of the Common Areas, including recreational facilities, parks and other open space, sidewalks, alleys and lanes and the improvements or Common Facilities located on or within the Common Areas, (2) for administration and enforcement of the provisions of the Declaration, and (3) for the determination, collection and disbursement of charges and Assessments hereinafter specified. Where used herein, "Articles" or "Articles of Incorporation" and "Bylaws" shall mean the Articles of Incorporation and the Bylaws of the Association.

The covenants, conditions and restrictions contained in this Declaration shall be deemed to run with and bind the land. The Lots in this Subdivision are identified as Lots numbered 1 through 61, inclusive; and all dimensions are shown in feet and inches on the final, recorded plat. The Common Areas, which are reserved for the common use and enjoyment of the Owners, and which are indicated on the plat, are dedicated to the Association. The covenants, conditions and restrictions contained in this Declaration shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Subdivision.

ARTICLE I DEFINITIONS

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 1.01. "Alley" or "Alleyways" shall mean a minor way used primarily for vehicular service to the rear or side of properties otherwise abutting a street. Alley shall also include any minor roadway which the Declarant conveys to the Association as a private street which is not dedicated to any governmental authority including any lanes or courts which shall remain private and shall be considered part of the Common Area.

SECTION 1.02. "Architectural Review Committee" or the "Committee" shall mean and refer to a committee selected by the Developer or Association, which shall approve or disapprove plans and specifications of construction of Homes or exterior changes thereto as well as other improvements.

SECTION 1.03. "Assessment" or "Assessments" shall mean and refer to a levy imposed on all Owners for the purpose of funding Common Expenses of the Association, and for other purposes as set forth herein.

SECTION 1.04. "Association" shall mean and refer to The Heritage at Jacobs Farm Property Owner's Association, Inc., a Mississippi not for profit corporation, and its successors or assigns. Each owner of a Lot within the Subdivision shall be a member of the Association. Members of any future residential unit within the reserved parcels along Old Canton, upon

approval by the Association may enjoy the Common Areas and Lake, provided that they pay assessments for Common Expenses and comply with the same rules and regulations for Common Area use as Lot owners within the Subdivision.

SECTION 1.05. "Common Areas" shall mean and refer to all real property, including, but not limited to, those areas labeled as "Common Area" on the subdivision plat, Streets, the Lake, park areas, common parking areas as may be designated by the Developer or the Association, Subdivision entrances and other such real property now or hereafter acquired by or otherwise available to the Association for the use and benefit of its members. Related to Common Area, "Common Facilities" shall mean and refer to the facilities and/or improvements and property located on or within the Common Area. A reference herein to "Common Area" shall include Common Facilities as appropriate. The Lake (as said term is hereinafter defined) and related retaining walls, gates, fences, drainage pipes and drainage facilities and such similar facilities shall be considered Common Facilities and shall be the responsibility of the Association.

SECTION 1.06. "Common Expense" shall mean those common expenses incurred by the Association for the management and operation of the Common Areas and Common Facilities.

SECTION 1.07. "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 1.08. "Developer" or "Declarant" shall mean and refer to The Heritage at Jacobs Farm, LLC, or any legal entity which succeeds it.

SECTION 1.09. "Development" shall mean and refer to that certain real property herein above described, and as shown on the officially recorded plat of The Heritage at Jacobs Farm, along with any lands or improvements subsequently added thereto under the provisions of Article II hereof.

Development may also be referred to herein as the "Subdivision."

SECTION 1.10 "Dominant Lot" shall mean a single-family Lot to which an easement over a Servient Lot created by Article VIII of this Declaration is appurtenant (i.e., a single-family Lot owned by an Owner entitled to access to such Owner's Lot over certain portions of an adjoining single-family Lot). A single-family Lot may be both a Dominant Lot and a Servient Lot as to different easements created by Article IV hereof, but not as to the same easement.

SECTION 1.11. "Governing Documents" or "Documents" shall mean and refer to the Declaration, all Supplements, the Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time, and, in so far as consistent with the foregoing, the rules and regulations of the Association as entered in its minutes.

SECTION 1.12. "Home" shall mean and refer to a structure situated on a Lot within the Subdivision designed and intended for use and occupancy as a single residence.

SECTION 1.13. "Lake" shall mean and refer to the body of water designated as "Lake"

or "Pond" on the subdivision plat, including any part of a Lot generally inundated with water.

SECTION 1.14. "Lot" shall mean any plot of land shown as a numerically designated subdivided parcel upon any recorded subdivision map or plat, except for Common Areas as heretofore defined.

SECTION 1.15. "Management Agent" shall mean the Person, if any, employed or retained by the Board of Directors for the purpose of conducting and managing the daily operations of the Association.

SECTION 1.16. "Member" shall mean and refer to any person, corporation, partnership, joint venture or other legal entity which is a member of the Association.

SECTION 1.17. "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 Homes.

SECTION 1.18. "Owner" shall mean the record holder, whether one or more Persons of a fee or undivided fee interest in or to a Lot, excluding a contractor, a builder, and those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt. Each owner shall be either a Class A Member or a Class B Member of the Association.

SECTION 1.19. "Property" shall mean (i) all real property situated in Madison County, Mississippi, which is described in **EXHIBIT A**, and (ii) any portion of the Additional Property which is added to the Property by annexation pursuant to Article II.

SECTION 1.20. "Servient Lot" shall mean a Lot within The Heritage of Jacobs Farm over which an easement is created by Article VIII of this Declaration in favor of a Dominant Lot (i.e., a Lot over certain portions of which the Owner of an adjoining Lot has a right of access). A Lot may be both a Servient Lot and a Dominant Lot as to different easements created by Article IV hereof, but not as to the same easement.

SECTION 1.21. "Streets" shall mean the streets, roads, parking areas, curbs and sidewalks which have been, or are intended to be dedicated to and accepted for maintenance and repair by the City of Ridgeland, Mississippi, or such other governmental authority which may have, obtain or acquire the jurisdiction or obligation for such maintenance and repair. Notwithstanding the designation of sidewalks as part of the streets, each Owner may be required to construct and maintain a sidewalk on his lot, subject to the specifications established by the Architectural Review Committee.

SECTION 1.22. "Subdivision" shall mean and refer to that certain real property herein above described, and as shown on the officially recorded plat of The Heritage at Jacobs Farm, along with any lands or improvements subsequently added thereto under the provisions of Article II hereof.

The Subdivision may also be referred to herein as the "Development."

SECTION 1.23. "Supplement" means any amendment, modification, change or restatement of or to this Declaration, including but not limited to, the filing of any instrument annexing Additional Property or other real property.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

SECTION 2.01. The Property. The real property, which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated, encumbered, and improved subject to this Declaration is the Property which is described in **EXHIBIT A**.

SECTION 2.02. Common Area. All of the real property, which is set aside as, and declared to constitute the Common Area, after such real property is conveyed to the Association by the Declarant, shall be held and owned for the common use, benefit and enjoyment of the Members. The Declarant may at any time convey additional portions of the Property to the Association and declare such portion to be Common Area. The designation of any portion of the Property as a Common Area shall not mean that the public at large acquires any easement of use, benefit and enjoyment in or to the Common Area. The Common Area shall be conveyed to the Association by the Declarant prior to, concurrent with or after the sale of the last Lot owned by the Declarant. The Association shall be responsible for maintenance of the Common Area.

SECTION 2.03. Annexation of Additional Property. Notwithstanding anything contained herein to the contrary, the Declarant expressly reserves the option, right and privilege (i) to annex any real property to the Property (the "Additional Property"), and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section 2.07. Such Additional Property may be designated as The Heritage of Jacobs Farm Subdivision, Phase 2, Phase 3 and so on.

SECTION 2.04. No Obligation to Annex. The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex property as Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any property will be developed or will be annexed to the Property. Upon accepting a deed or acquiring an interest in the Lot, the Owner acknowledges that they have not relied on any proposed, current, or future development or annexation of any property as Additional Property.

SECTION 2.05. Annexation Procedure. To annex Additional Property to the Property as permitted by Section 2.03, the Declarant shall execute and file for record a Supplement which describes the property being annexed as Additional Property to the Property and a new, amended or revised description of the Property. The Declarant's option, right, and privilege to annex any real property as Additional Property to the Property are subject to the following provisions:

A. The Declarant may annex any property as Additional Property at different times and in any sequence desired by the Declarant without regard to whether the portion of the

Additional Property being annexed is contiguous to the Property.

B. The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed. The Supplement may contain such complimentary additions to and modifications of the provisions of this Declaration the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section 2.07.

SECTION 2.06. Effect of Annexation. Upon a Supplement referred to in Section 2.05 being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. All Lots and Common Areas within the annexed Additional Property shall be subject to the provisions and framework of this Declaration and the jurisdiction, functions, duties, obligations and memberships of the Association, including the Articles, the Bylaws and any rules and regulations promulgated or adopted by the Board of Directors.

SECTION 2.07. Supplementary Declarations. As and when the Declarant begins the construction and marketing of an area within any Additional Property which is to be platted into Lots, the Declarant may file a Plat and a Supplementary Declaration for such area and the Lots contained therein and described on such Plat. The Supplementary Declarations may contain such additions or modifications to this Declaration as the Declarant determines appropriate for the character and use of such area, including, but not limited to the establishment of setback restrictions; size and style requirements for Dwellings; sidewalk, fence, and mailbox requirements or restrictions and maintenance and security requirements. No approval of any other party shall be necessary for the Declarant to file any such Supplementary Declaration.

ARTICLE III

THE HERITAGE AT JACOBS FARM PROPERTY OWNER'S ASSOCIATION, INC.

SECTION 3.01. ORGANIZATION. The Declarant shall organize the Association by filing Articles of Incorporation with the Secretary of State of Mississippi. The Association is a not-for-profit corporation organized under Mississippi state law, tasked with the duties and powers defined by law and as specified in its Articles of Incorporation, Bylaws, and this Declaration, as may be amended over time. However, no amendments to the Articles or Bylaws shall conflict with this Declaration.

A. THE ASSOCIATION. The Association is a not-for-profit corporation organized and existing under applicable laws of the State of Mississippi, 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 Subdivision; 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 3.02. MEMBERSHIP.

A. DEFINITION. Members shall include all fee simple Owners of Lots in the Subdivision. 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. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the Governing Documents.

C. VOTING RIGHTS. The Association shall have two classes of voting membership, as follows:

(1) **CLASS A.** Class A Members shall be all Owners of Lots except for 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 determine (subject to sub-paragraph 2-D) below, but in no event shall more than one vote be cast with respect to any Lot.

(2) **CLASS B.** Class B Member shall be the Developer, who shall have six votes for each Lot it owns in all matters, including the election of Directors for the Association. The Class B Membership, and all rights appurtenant to such membership, shall cease when ninety percent (90%) of the Lots are deeded to homeowners, or on January 1, 2031, whichever occurs first. At any time after the Class B Membership shall cease, if the Developer subsequently plats some or all of the Additional Property or annexes property to the Subdivision 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 at least 10% of all the Property in the newly platted area.

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 unless the Members unanimously agree on the vote prior to completion of voting upon the particular matter under consideration.

SECTION 3.03. BOARD OF DIRECTORS.

A. COMPOSITION. The number and method of selection of Directors shall be as provided in the Bylaws. The initial Board of Directors shall consist of the two (2)

individuals designated in the Articles or appointed by the incorporators. After the first meeting of the Members, the Board of Directors shall consist of the number of individuals as may be prescribed in the Bylaws from time to time. Directors need not be Members. The Directors shall be elected or appointed by the Members in the manner prescribed in the Bylaws, except that so long as the Class B Membership exists, the Class B Member shall be entitled to appoint the number of Directors which is one more than one-half of the Directors to be elected or appointed (the "Board of Directors" or the "Board").

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 and in the Governing Documents and 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 non-exclusive list of duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, or dedicate real property, including Streets, or personal property, for the benefit of Members in connection with the Association's affairs, in accordance with the provisions of this Declaration.

(2) Insurance. To purchase any insurance deemed appropriate to protect the Members, officers and directors including, but not limited to liability insurance for the Board of Directors and its officers.

(3) Rule Making. To establish rules and regulations for the use of the Subdivision and Common Area and to review, modify and approve architectural standards adopted by the Architectural Review Board.

(4) Set Budgets. Determine Common Expenses and set budgets and reserves.

(5) Management Agent. To retain or employ a Management Agent for such compensation and for the performance of such duties and services as established or prescribed by the Board of Directors from time to time. Any management agreement entered into by the Association and any Management Agent shall permit termination for cause by the Association upon thirty (30) days' written notice to the Management Agent. The term of any such management agreement shall not exceed one (1) year but may be renewable by mutual agreement for successive one-year terms. No Management Agent shall hold funds of the Association in its own name. No Management Agent may have more access to accounting or banking records than the Board of Directors.

(6) Set Assessments. To fix, levy and collect assessments as provided in Article V.

(7) Easements. To grant and convey easements to the Common Area as may become necessary.

(8) Employment of Agents. To employ, enter into contracts 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.

(9) Hiring of Professionals. To retain or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, contractors, engineers, consultants or other persons who may be helpful, necessary, appropriate or convenient in or to the Association's affairs, whether or not related to or affiliated with any director or officer of the Association or any Member or the Declarant.

(10) Appeals. To decide appeals relative to architectural review applications as provided herein.

(11) Enforcement of Governing Documents. To perform such acts, as may be reasonably necessary or appropriate, including bring 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 approval which may be filed and is pending.

(12) Disputes. To determine matters of dispute or disagreement between Owners with respect to interpretation or application of the Governing Documents, which determination shall be final and binding on all Owners.

SECTION 3.04 Limitation of Liability. Neither the Declarant, its agents, officers, partners, members, managers, or employees, nor the Association, the Board of Directors, any Director nor any Officer of the Association shall be liable to any Person for any failure of or failure to provide any service to be furnished by the Association or to be paid with funds from charges, fees or Assessments, or for any death, injury or damage to any Person or property caused by the elements or caused by or resulting from electricity, gas, or water which may discharge or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or similar property. Neither the Declarant, its agents, officers, partners, members, managers, or employees, nor the Association, the Board of Directors, nor any officer of the Association shall be liable to any Person for theft or other loss of or damage to any property which may be left or stored in the Common Area, common facilities, any Lot or street. No diminution or abatement of Annual Assessments or Special Assessments shall be claimed or allowed for the inability to use, any inconvenience or discomfort caused by or arising or resulting from the need for or the conduct of routine or other maintenance or repairs, or the construction or reconstruction of improvements on the Common Area or Common Facilities, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any Supplement, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE IV COMMON AREAS & PROPERTY RIGHTS

SECTION 4.01. OBLIGATIONS OF THE ASSOCIATION. The Association shall hold exclusive responsibility for the management and control of Streets and other Common Areas conveyed to it, as well as all associated Common Facilities, furnishings, and equipment, and shall keep the same in good, clean and attractive order and repair in compliance with standards contained in this Declaration. The Association shall be responsible and provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Streets, Common Area and any Common Facilities or improvements located thereon.

SECTION 4.02. ASSOCIATION RIGHTS & OWNERS EASEMENTS OF ENJOYMENT. The Association duties are to provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Streets, Common Area and Common Facilities within the Development. The Members' rights and easements of enjoyment in and to the Common Areas 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 any Common Facilities situated upon the Common Areas or use of the Common Areas by the Members of the Association and their guests.

B. The right of the Association to suspend the voting rights and right to use of the Common Area and Common Facilities (except for the Streets or Alleyways) by an Owner for any period during which any Assessment against his property remains unpaid for more than thirty (30) days after notice; and the right of the Association to suspend the rights of an Owner for a period not to exceed sixty (60) days after notice for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

C. The right of the Association to borrow money for the purpose of acquiring and improving Common Areas and related Common Facilities in a manner designed to promote the enjoyment and welfare of its members and in aid thereof to mortgage such property.

D. The right of the Association to take such steps as is reasonably necessary to protect the property of the Association against mortgage default and/or foreclosure.

E. The right of the Association to reasonably limit the number of guests of members to the use of any Common Area and Common Facilities which are developed upon the Common Areas.

SECTION 4.03. MEMBER DELEGATION OF USE. Any Owner may, in accordance with the Bylaws, delegate their right to enjoy the Common Areas and Common Facilities to family members, guests, or tenants residing in their Home, provided such delegation adheres to the general rules and regulations established by the Association.

SECTION 4.04. DAMAGE OR DESTRUCTION OF COMMON AREA BY OWNERS. In the event any Common Area is damaged or destroyed by an Owner or any of

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 of money necessary for such repairs shall become a Restoration Assessment (Article V, Section 5.08) upon the Lot of said Owner.

SECTION 4.05. TITLE TO COMMON AREAS. Title to the Common Areas shall be assigned to the Association by the Developer at such time as the Developer deems appropriate, in its sole discretion. Even prior to the formal transfer of title the Association shall have all responsibility and liability for the Common Areas, subject to the provisions of this Declaration.

SECTION 4.06. LAKE. As set forth herein, there is located within the Development a Lake, as shown on the subdivision plat of the Development. The Lake shall be considered a part of the Common Area. The Association shall be responsible for the maintenance of the Lake, and any associated dam, spillway, outlet works and similar facilities. The Association shall be responsible for the maintenance of the appropriate water quality of the Lake. The Association shall not be responsible for the control or management of wildlife of any kind which habitat in or around lakes; however, the Association shall have the right, but not the duty, to undertake activities intended to effect control and management of such wildlife but in so doing shall not be responsible for the failure of such activities to achieve their objectives. Snakes, beavers, Canadian geese and other animals, and the danger, destruction or nuisance they are believed to present and pose, are to be expected in and around lakes even with the implementation of activities intended to control and manage the same.

Neither the Developer nor the Association shall be responsible for the safety of any person using the Lake, Lake shore or any related areas or facilities for any purpose. Any person who becomes an Owner shall be deemed to have fully accepted responsibility for the activities and safety of members of his family and guests and shall further be deemed to have waived the right to, and to have agreed not to, assert any claim against the Developer or any of its associates or members or the Association or any of its directors, officers or members for any loss, injury, damage or death arising from authorized or unauthorized use of the Lake, Lake shore or any related areas or facilities.

The Lake and Lake shore within the Lake Maintenance Easement and Lake Maintenance Access Easements (hereinafter defined) shall be in all respects held and owned for the common use, benefit and enjoyment of all the Members of the Association as other Common Areas, subject to the provisions of this declaration and such reasonable rules and regulations as may be promulgated by the Association through its Board of Directors. However, notwithstanding the above, no Owner or other person shall have the right to enter upon or access the Lake by means of another Owner's Lot.

Any part of a Lot which is within fifteen feet (15') of the Lake, as shown on the subdivision plat, is subject to a Lake Maintenance Easement and Lake Maintenance Access Easements in favor of the Association. The lake shore shall be maintained by the Association as a Common Facility.

The Developer reserves unto itself and the Association the right to withdraw and use water from the Lake for irrigation of any land owned by the Developer, or a person or group affiliated with the Developer, any Common Area, and/or any Lot.

The Developer reserves unto itself and the Association the right from time to time and at any time to (1) occupy, use, disturb, improve, restrict or condition the use or occupancy of the Lake and Lake shore for any reasonable purpose and (2) to exclusively occupy, use and disturb all or any part of the Lake and Lake shore deems necessary or advisable for the purpose of caring for, maintaining or operating the Lake.

ARTICLE V COVENANT FOR ASSESSMENTS

SECTION 5.01. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Special Assessments for capital improvements or other purposes so authorized and approved, such assessments to be established and collected as hereinafter provided; and, (3) Restoration Assessments incurred by Owners damaging Common Area properties for which they would be legally responsible under State laws. The Annual, Special and/or Restoration Assessment, together with interest thereon, late charges and costs of collection, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such Assessment together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Areas or abandonment of his Lot.

SECTION 5.02. PURPOSE OF ANNUAL ASSESSMENT. The assessment levied by the Association shall be used exclusively for services promoting recreation, health, safety, and welfare of residents, as well as the improvement and maintenance of Common Areas and Common Facilities within the Subdivision. An adequate reserve for replacements of Common Facilities and equipment shall be established and funded from the Annual Assessment as set forth below.

SECTION 5.03. RESERVES FOR REPLACEMENT. As a part of the Annual Assessment, the Association shall establish and maintain a reserve fund for repairs and replacements of the Streets, lake sea wall and shoreline, commonly owned fencing and landscaping and all other Common Area and Common Facilities and shall allocate and pay such amount to the reserve fund from time to time as may be designated by the Board of Directors.

A. Amounts paid to the reserve fund shall be included in the Annual Assessment. All amounts paid into the reserve fund shall be deposited in such bank accounts in federally insured banks or in such investment accounts or investment assets as shall be designated by the Board of Directors from time to time. The reserve fund for repair and replacement may be expended only

for (1) the repair and replacement of the Streets, Alleyways, Common Area and Common Facilities, including sidewalks or parking areas, (2) equipment replacement, (3) non-recurring start-up expenses and operating contingencies of the Streets, Common Area and Common Facilities, and (4) such other similar items as deemed appropriate by the Board of Directors. The Association may establish other reserve funds for other purposes considered necessary or appropriate by the Board of Directors from time to time.

B. The proportional interest of each Class A Member in any reserve funds shall be considered to be an appurtenance to the Lot of such Member, and shall not be withdrawn, assigned or transferred separately from or other than as an appurtenance to the Lot to which the proportional interest in the reserve funds appertain. Any sale of the Lot shall be deemed to be a transfer or assignment of proportional interest in the reserve funds. No Member shall be entitled to a refund of his proportionate share of such reserve funds.

SECTION 5.04. COMMON EXPENSE & MINIMUM SERVICES PROVIDED.

The specific services provided shall be determined by the Association's Board of Directors and shall include, at a minimum:

A. The cost of all operating expenses and repair and maintenance of the Street system located within the Development.

B. The cost of all operating and repair and maintenance expenses of the Common Areas and Common Facilities and services furnished.

C. The cost of necessary management and administration.

D. The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay.

E. The cost of adequate fire and extended liability insurance on all Common Areas and Common Facilities and any other insurance the Association may affect.

F. The cost of maintaining, replacing, repairing and landscaping the Streets, Lake, lake sea wall, commonly owned fencing and landscaping, commonly owned parking areas, if any, and all other Common Area and Common Facilities as the Association's Board of Directors determine to be necessary and proper.

G. The cost of funding all reserves established by the Association, including general operating reserve and a reserve for replacements; and,

H. All payments toward debts owed by the Association.

I. The repair and maintenance of the Lake shoreline and sea walls located behind Lots 22-33 and through Common Area D shall be the sole responsibility of the Association. Said Lake Shoreline and Sea Walls shall be considered Common Facilities and shall be maintained by the Association.

SECTION 5.05. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES. The Annual Assessment shall commence on the first day of the month following the conveyance of the first Lot to an Owner, subject to the provisions below, and shall be prorated based on the number of months remaining in the calendar year. The Board of Directors shall set the initial Annual Assessment amount for each Lot by a majority vote. Written notice of the Annual Assessment shall be sent to each applicable Owner. The due dates for payments shall be established by the Board of Directors. Upon request and for a reasonable fee, the Association shall furnish a certificate, signed by an Officer, indicating whether assessments on a specified Lot have been paid. The Board of Directors may also opt to collect the Annual Assessment in advance on a prorated periodic basis.

SECTION 5.06. CHANGES IN ANNUAL ASSESSMENT. Changes may be made to 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 by no more than ten percent (10%) above the prior Annual Assessment, without approval by two-thirds (2/3) of the votes cast by Class A and Class B Members of the Association, either in person or by proxy, at an annual or special meeting called for this purpose.

B. 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 5.07. SPECIAL ASSESSMENT. In addition to the Annual Assessment authorized above, 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, repair or replacement of a capital improvement upon the Common Areas, including Common Facilities and fixtures and personal property related thereto, provided that any such assessment shall be approved within the assent of two-thirds (2/3) of the total votes cast by Class A Members and Class B Members of the Association, in person or in proxy, at a meeting called for such purpose, whether annual or special;

SECTION 5.08. RESTORATION ASSESSMENT. The Association, by and through the Board of Directors, may levy a Restoration Assessment upon any Lot whose Owner damages or causes to be damaged any portion of the Common Areas or Common Facilities, as provided herein, and upon any Lot whose Owner fails to maintain such Lot, as provided herein. Restoration Assessments shall be limited to the necessary costs of restoration and collection; and such shall constitute a lien against a Lot, which is recordable among land records.

SECTION 5.09. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 5.06(A) AND 5.07. Any action authorized under Section 5.06(A) and 5.07 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than ten days or more than thirty (30) days in advance

of the meeting. At the meeting called for such purposes, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership 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 (½) of the required quorum at the preceding meeting.

SECTION 5.10. ASSESSMENTS ARE NOT DUES. No portion of any Annual, Special, or Restoration Assessment shall be considered dues for membership of the Association.

SECTION 5.11. UNIFORM RATE OF ASSESSMENT. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or yearly basis as determined by the Association's Board of Directors; such assessments shall be determined as follows:

A. Lots with completed Homes shall be assessed at one hundred percent (100%) of Assessment as established by the Association.

B. Vacant Lots or Lots with Homes under construction shall be assessed at one hundred percent (100%) of Assessment as established by the Association and will commence one year from the date of conveyance of the Lot by the Developer, or upon occupancy of the Home, whichever occurs first.

C. Vacant Lots or Lots with Homes under construction owned by the Developer or entities related to the developer shall not be subject to Assessment by the Association.

D. No Assessment of any kind or nature shall be levied by the Association against any Common Area or areas not platted or reserved for future development by this Declaration.

SECTION 5.12. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any Assessment not paid within thirty (30) days after the due date shall be considered delinquent and shall be subject to a late fee to be determined by the Board of Directors and shall bear interest from the due date at a rate to be determined 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, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot. Each Owner, by his acceptance of a conveyance 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, 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 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 Members.

A. If any proceedings to foreclose the lien for any unpaid portion of an Assessment

is commenced by the Association with respect to any Lot, The Board of Directors may require the Owner(s) of the Lot to pay reasonable rent for use of the Lot. The Association shall be entitled to the appointment of a receiver to collect such rent.

B. The Board of Directors may post or publish in any prominent location within the Development and/or any internet or other online medium used by the Association, a list of Members who are delinquent in the payment of any portion of an Assessment or other fees which may be due to the Association, including any installment of an Assessment.

C. Upon default in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments shall immediately be and become due and payable, unless the Board of Directors shall otherwise direct. In addition to the amount of the unpaid Annual or Special or Restoration Assessments, the following amounts shall be consider to be Special Assessments against the Lot and the Owner(s) of such Lot shall be subject to the lien of Assessments as provided herein: (i) all reasonable costs and expenses of collection of Assessments including attorneys' fees, court costs and other costs relating to the collection of Assessments or enforcement of the lien of Assessments, whether or not suit is filed; (ii) such late payment charges or fees as shall be established by the Board of Directors from time to time; (iii) such Association overhead charges as shall be established by the Board of Directors which reimburse the Association for overhead or indirect costs and expenses incurred to collect unpaid Assessments or to perform or satisfy any obligation or duty imposed upon such Owner(s) under this Declaration or any Supplement; and, (iv) interest on or to all amounts specified in this Section, including the unpaid balance of all Assessments; such interest shall accrue from the due date until paid in full at the rate determined by the Board of Directors.

SECTION 5.13. PRIORITY OF LIEN. The lien to secure payment of an Assessment against a Lot shall have preference over any other liens, assessments, judgments or charges of whatever nature, except (i) general and special assessments for ad valorem property taxes on or against such Lot, or, (ii) the lien of any first mortgage on such Lot made in good faith and for value received and duly recorded prior to the Assessment creating the lien against the Lot.

SECTION 5.14. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sales or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or 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 the terms, conditions, covenants, restrictions, uses, limitations, obligations, liens for Assessments and other payments created by this Declaration, by the Bylaws and rules and regulations of the Association.

SECTION 5.15. FILING OF NOTICE OF DELINQUENCY. If any Owner becomes more than thirty (30) days delinquent in paying any Assessment, the Association may file a Notice of Delinquency in the Land Records of Madison County, Mississippi, referencing such Owner and the Lot to which such delinquency applies. When such Assessments have been

paid, the Notice shall be canceled.

SECTION 5.16. EXEMPT PROPERTY. Common Areas and Streets are exempt from Assessments created herein.

SECTION 5.17. LIMITATION OF LIABILITY. Neither the Association nor the Developer shall be liable for any failure of any services to be obtained by the Association or paid for out of its Funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas and Common Facilities or from any wire, pipe, drain, conduit or the like. Neither the Association nor the Developer shall be liable to any Member, guest or other party for loss or damage by theft or otherwise, of articles which may be stored upon the Common Areas or in Common Facilities. No diminution of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or Common Facilities or from any action taken by the Association or the Developer to comply with any law or ordinance or with the order or direction of any State, County or municipal governmental authority.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

SECTION 6.01 RESTRICTION ON IMPROVEMENTS. No Home, building, fence, wall, or other structure or improvement shall be commenced, erected, or maintained within the Development, nor shall any exterior addition, change, or alteration be made to any structure, until the plans and specifications showing the nature, type, shape, height, materials, and location have been submitted to and approved in writing by the Architectural Review Committee for any Class A member. Approval shall ensure harmony in design and location with surrounding structures and topography, along with any other elements deemed important by the Committee. Plans and specifications must include, but are not limited to, a plat showing the structure's location on the Lot, drainage plans, floor plans, structure elevations, a list of building materials (including roofing, brick, siding, and exterior color selections), and any additional items or information requested by the Committee. The Developer aims to maintain a harmonious and appealing aesthetic across the Subdivision through architectural control over exterior color, materials, structure design, and elevations. The Architectural Review Committee shall establish and enforce guidelines and requirements for construction within the Subdivision and has broad discretion in creating these guidelines.

SECTION 6.02. CREATION OF ARCHITECTURAL REVIEW COMMITTEE. The Developer shall designate representatives and select members for an Architectural Review Committee to act for these purposes. While the Architectural Review Committee is selected by the Developer it shall be composed of three (3) or more representatives at the Developers discretion. The Architectural Review Committee shall be charged with setting guidelines, such as types of roofing material and color, standardized mailboxes, brushed concrete driveways, and other matters and shall establish a fee schedule for services rendered. The Architectural Review Committee shall publish its guidelines and fee schedule to all Owners, ensuring accessibility and transparency. The Developer shall retain control and select

members of the Architectural Review Committee until it decides to transfer control to the Association. The Developer shall maintain control of the Architectural Review Committee, if it desires, so long as it owns any real property or Lots in the Development or Additional Property. Thereafter, the Association's Board of Directors shall select the Architectural Review Committee.

SECTION 6.03. FAILURE TO ACT. Should the Architectural Review Committee not respond within thirty (30) days, Owners may proceed with construction based on the submitted plans and specifications, provided they retain proof of submission.

SECTION 6.04. APPEAL OF DECISION. An applicant may appeal an unfavorable decision by the Architectural Review Committee to the Board of Directors of the Association. The Board may reverse or modify the decision by a two-third (2/3) vote of the Directors present at the meeting.

ARTICLE VII PROTECTIVE COVENANTS AND RESTRICTIONS

SECTION 7.01. LAND USE AND BUILDING TYPE. All Lots shown on the recorded plat of The Heritage at Jacobs Farm (Lots 1 through 61, inclusive) shall be designated for residential use only. No structure shall be erected, altered, placed or permitted to remain on any of said Lots herein designated in said Subdivision other than one single family residential unit constructed for the purpose of housing not to exceed one family, not exceeding two stories in height along with customary outbuildings, such as garage and/or pool house, either separated with or in connection with the main Home.

SECTION 7.02. RESIDENTIAL PURPOSE. The term "residential purpose" shall generally be defined as single-family homes and shall exclude all home occupations and commercial and professional uses. However, this paragraph shall not prohibit use of a portion of a residence not to exceed fifteen percent (15%) of the total living area as a part-time professional office, which does not solicit or receive customers, as long as no signs advertising such use are posted on the premises, no non-residents are involved in the occupation, and there is no visible change to the outside appearance of the premises; there is no change in the outside appearance of the premises or other evidence of such home occupation; no equipment or process is used in such home occupation which creates noise, vibration, glare, fumes, odors, electrical interference detectable to the normal senses of the Lot; no additional traffic is generated in the Subdivision because of such use, and any annual permit for such use required is obtained from the appropriate governing authority. No noxious or offensive trade or hobby activities, including automotive repair, shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance to other Owners within the Subdivision. Any and all such usages contrary to this Section are hereby expressly prohibited.

SECTION 7.03. TIMELY CONSTRUCTION. The exterior of all structures and grounds within the Subdivision must be substantially completed according to the plans and specifications approved by the Architectural Control Board within twelve months after construction begins, unless an extension is approved by the Board within twelve months after construction of the same is commenced, except by approval of the Architectural Control

Board, or where such completion is impossible or is the result of matters beyond the control of the Developer or builder, such as strikes, casualty losses, national emergencies or acts of God.

SECTION 7.04. EROSION CONTROL. The Lot Owner, whether a builder during construction or a homeowner, is responsible for controlling soil erosion from their Lot onto any Street or neighboring property within the Subdivision.

SECTION 7.05. BUILDING LOCATION. No building or part thereof (excluding exterior air conditioning equipment, soffits, and eaves) shall be erected on any residential Lot in the Subdivision closer than ten (10) feet from the front Lot line, five (5) feet from the rear Lot line, or five (5) feet from the side Lot line.

Driveways may intrude upon the front, side and rear setback requirements. Exterior air conditioning equipment, overheard soffits and eaves of buildings located within the setback lines provided in this paragraph may extend across setback lines but shall not extend across any other Lot lines.

SECTION 7.06. HOME SIZE. The minimum square footage of heated and cooled living area for the main residential structure in the Subdivision shall be at least fourteen hundred (1,400) square feet. For the purpose of determining heated and cooled living area, porches (other than glass enclosed), garages, and storage areas shall not be included in determination of livable heated and cooled floor area of each residence.

SECTION 7.07. SIDEWALK REQUIREMENT. All Lots are required to have a brushed concrete sidewalk at least thirty-six (36) inches wide and four (4) inches thick, situated at least thirty-six (36) inches from the curb within the Street right-of-way, extending along the entire Street frontage. Further, the Architectural Review Committee may promulgate revised or different requirements for the location of sidewalks for all lot or for certain Lots based on the Lots' location, topography and other factors. Any required sidewalk shall be installed prior to close of final inspection of any Home on each Lot.

SECTION 7.08. GARAGES. Each single-family structure must have a covered off-street parking facility for at least two automobiles. Any car storage area with front or side access from the street must be an enclosed garage. Any enclosed garage must be equipped with an automatic opening and closing device.

SECTION 7.09. PRIVACY FENCING. All privacy fencing materials and locations must receive approval from the Architectural Review Committee. Fencing must be constructed of treated wood or black metal, unless a material variance is granted by the Committee for good cause, and fencing must conform to height and design as specified by the Architectural Review Committee. However, on all Lake view lots, only metal fencing will be allowed along the lot line adjacent to the Lake. No Fencing shall be installed that inhibits the proper drainage of storm water without adequate measure approved by the Architectural Review Committee to address storm water drainage.

Installation of chain-link, cyclone, or other wire fencing is not permitted, except for

around detention or retention ponds within the common areas. No fence, wall or hedge shall be placed on any of the said Lots nearer to any street than is permitted for the Home on said Lot that is higher than thirty-six (36) inches. Developer, or the Association, reserves the right to remove or cause to be removed, at Owner's expense, any fence, hedge, wall or other structure which interferes with the visibility required for the safe flow of vehicular traffic.

An exception to the Subdivision standard privacy fencing will be the installation by Developer of any type of fencing he may choose to enclose certain perimeters of the overall Subdivision or decorative fencing to enhance the visible appearance of the Subdivision.

SECTION 7.10. VISIBILITY OF MECHANICAL EQUIPMENT. All mechanical equipment must be enclosed by treated wood fencing and not visible from the street; however, an air conditioning compressor for the main Home may be located on the side of the Home and screened from view by landscaping only.

SECTION 7.11. OVER NIGHT STREET PARKING AND COMMON PARKING. Overnight parking on the Streets is prohibited. All overnight parking is limited to driveways, garages, or designated common parking areas specified by the Developer or Association. Parking is expressly not permitted on the Streets overnight. It is anticipated that certain Common Areas will be designated for common parking. If such parking is designated, the Developer and Association shall have the right to promulgate rules and regulations regarding the common parking and shall have the right from time to time and at any time to restrict or condition the use of said parking as deemed necessary or advisable.

SECTION 7.12. ANCILLARY STRUCTURES. All ancillary structures, such as garages, gazebos, and pool or patio covers, require approval from the Architectural Review Committee. No garage or outbuilding on a Lot shall be used as permanent residence or living quarters. Storage buildings are expressly not allowed within the Subdivision.

SECTION 7.13. MAILBOX REQUIREMENT. Mailboxes must adhere to the standard design and location approved by the Architectural Review Committee.

SECTION 7.14. LANDSCAPING REQUIREMENT. Each Home must have a minimum level of landscaping, as determined by the Architectural Review Committee, installed around the Lot. This minimum landscaping shall be determined by the Architectural Review Committee.

SECTION 7.15. LOT APPEARANCE. Each owner must maintain their Lot in high-quality condition and provide and maintain landscaping on all easements and utility boxes on their Lot. Grass, flowers, and shrubbery must be kept orderly. Grass, weeds, and other vegetation must be mowed regularly to maintain a neat appearance. Dead trees, shrubs, and plants must be promptly removed. This requirement applies to all Lots owned before and after a home is built upon the Lot. Should any Owner refuse or neglect to comply with the terms of this paragraph, the Developer, or the Association, may, at its option and in its discretion, have dead trees removed from the Lot and mow and remove debris, and the Owner of such Lot shall be obligated

immediately to reimburse the Developer, or the Association, for the cost of such work, which cost shall be considered a "Restorative Assessment" and shall constitute a lien upon the Lot.

If an Owner fails to maintain the landscaping or appearance of their Lot as outlined in this section, the Association or Developer may issue a written notice specifying the necessary corrections. If the Owner does not comply within fifteen (15) days of receiving notice, the Association or Developer reserves the right to enter the Lot, perform the required maintenance, and assess the cost to the Owner as a Special Assessment. Should recurring neglect occur, the Association or Developer reserves the right to enter the Lot and perform required maintenance without additional notice.

SECTION 7.16. EXTERIOR TV AND RADIO APPARATUS. TV satellite dishes or similar apparatus are prohibited on any Lot, except for satellite dishes no larger than thirty-six (36) inches in diameter. These must be installed at the rear or side of the main structure, out of view from primary Streets. No radio or TV antennas may be installed which extend above the main structure's roof line. Location and installation shall require the approval of the Architectural Control Board.

SECTION 7.17. TEMPORARY STRUCTURES. No temporary structures, including trailers, tents, basements, shacks, barns, or other outbuildings, shall be used as residences on any Lot in the Subdivision, either temporarily or permanently. These structures should also not be visible from the street.

SECTION 7.18. LOT SUBDIVISION. No Lot or Lots in the Subdivision may be subdivided except as allowed by the Developer under the conditions set forth herein. If an Owner of two or more contiguous Lots wishes to construct a single Home that occupies a portion of both Lots, this may be permitted subject to approval by the Association and the Architectural Review Committee. Upon approval, the covenants, conditions, and restrictions contained herein shall apply as if the contiguous Lots were a single Lot.

SECTION 7.19. RESIDENTIAL RENTAL RESTRICTED. Except as specifically permitted herein, leasing or renting a Home, including short-term and overnight rentals, whether verbal or in writing, is expressly prohibited under these protective covenants and constitutes a violation of these terms. All Homes constructed and/or located on the Property subject to these Protective Covenants shall be for owner occupancy, unless the following conditions are satisfied:

A. The lease or rental of a Home shall not be permitted unless at least one of the following ownership requirements is satisfied.

(1) The Owner is the original owner or builder who obtained the original building permit to construct the dwelling and (a) the Home is new construction and (b) a period of least one (1) year has elapsed from the date the building permit for that Home was issued **AND** at least six (6) months from the final inspection and issuance of the certificate of occupancy has elapsed; or

(2) The time periods prescribed in Section 7.19.A (1) have been satisfied and the Owner has owned the Home for at least six (6) months. For purposes of this section, the calculation of the time period of ownership shall be cumulative with the length of ownership of the immediate prior Owner if the current ownership was obtained as a result of probate or divorce proceedings or by transfer from any immediate family member.

B. The owner shall submit a proposed lease agreement to the Board at least ten (10) business days in advance for the Board to review. Upon receipt, the Board will review within ten (10) business days and either deny or approve the lease, in its sole discretion. Said lease shall be for a term of no less than twelve (12) months and shall include a provision requiring the Lessee to abide by all applicable Covenants, rules, and regulations established by the Association. If approved, a fully executed legible copy of the approved lease agreement shall be filed with the Board along with the full name and contact information for the lessor and the lessee. The owner must promptly notify the Board of any updated contact information.

C. An annual landscape maintenance contract with a landscape maintenance contractor shall be required and in place during the entire time of the lease. Proof thereof shall be provided to the Board. Proof of a contracted landscape maintenance agreement must be submitted at the start of each lease term and renewed annually if the lease extends beyond one year, or upon request by the Association.

D. In the event leasing or rental is permitted, and in recognition of maintenance requirements of dwellings and residences subject to these protective covenants, for any dwelling or residence subject to a lease or rental permitted, all HOA dues and/or annual and special assessments shall be in an amount equal to double the amount charged or assessed to other owners.

E. Under no circumstances shall any dwelling or residence be rented on short term basis. No Home shall be sold, transferred, assigned, rented or leased under any time sharing, time interval or right to use programs or investment.

F. Under no circumstance shall the Board approve any lease or rental if the Owner is in material non-compliance with these Covenants at the time of application or if the Owner is delinquent on any assessments or fees payable to the Association.

SECTION 7.20. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. All pets must be leashed and under the control of their owner when outside the Lot and must not be a nuisance to other residents. All pets must be properly vaccinated and registered with relevant public authorities.

SECTION 7.21. VEHICLES & RECREATIONAL EQUIPMENT. Campers, camper trailers, recreational vehicles, boats, boat trailers, and trucks must be stored within the garage or in a Common Area designated by the Association, if applicable. These vehicles and recreational equipment must not be visible from the Street.

SECTION 7.22. COMMON AREAS. All Common Areas, Common Facilities, Streets, and Lake areas are under the Association's control.

SECTION 7.23. SIGNAGE. No sign may be displayed to public view on any Lot without the consent of the Architectural Review Committee, except for one sign in a design approved by the Developer and Committee, no larger than six (6) square feet, advertising the property for sale. Signs used by contractors during construction or sales periods must also remain within the boundaries of the Lot.

SECTION 7.24. GUNS, FIREARMS, WEAPONS. No guns, firearms, or weapons of any kind—including handguns, rifles, shotguns, BB and pellet guns, paint ball guns and similar guns, pistols, bows and arrows, and slingshots—are permitted on any Street or Common Area, nor may they be discharged within the Subdivision.

SECTION 7.25. NUISANCES. No noxious or offensive activities or trades may be conducted on any Lot, and nothing shall be done that may become a nuisance or annoyance to the neighborhood.

SECTION 7.26. DUMPING OF WASTE. No Lot may be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Trash receptacles must be either black or green, or approved recycling receptacles, and should be stored out of sight except on designated pickup days.

SECTION 7.27. SANITATION. Outdoor toilets, septic tanks, cesspools, and other sewage disposal systems are prohibited. All homes must be connected to the public sewage system maintained by the City of Ridgeland.

SECTION 7.28. WATER SYSTEMS. Individual water supply systems are not permitted on any Lot. All homes must connect to the water supply system operated by the City of Ridgeland.

SECTION 7.29. STRUCTURAL ALTERATIONS, ADDITIONS AND EXTERIOR COLOR. If a Lot Owner wishes to alter the exterior appearance, add an enclosure, or incorporate any additions (such as an additional garage) that deviate from the original approved plans, they must submit revised plans and specifications—including location, materials, color selection, design, and location plat—to the Architectural Review Committee for approval prior to starting construction. This requirement shall also apply to exterior color changes. It is the Developer's intent to maintain an attractive, harmonious appearance to said Subdivision.

SECTION 7.30. STREETS. The streets are dedicated to the City of Ridgeland, Mississippi, or another governmental authority responsible for their maintenance and repair. Until accepted by the city, the Association will manage and maintain the streets. All alleyways will remain private and will be owned and maintained by the Association.

SECTION 7.31. GATES. The Developer may, at its discretion, install a gate at the entrance to the Development. As long as the Developer owns land or Lots in the Development,

it will maintain and control the gate's operation and establish hours for when the gates will be open or locked. All Owners will have access to unlock the gates during locked periods. When the streets are dedicated, the gates will be converted to traffic-calming gates, accessible to the public. If the Developer no longer owns land or Lots in the Development, or sooner if desired, control and maintenance of the gates will transfer to the Association. The Developer makes no representation or warranty regarding security or safety related to gate installation or operation. By accepting a deed or conveyance of a Lot, each Owner releases the Developer from liability for claims or damages related to gate operation. The gate shall be considered a Common Facility.

ARTICLE VIII EASEMENTS

SECTION 8.01. EASEMENTS. By accepting a deed or other conveyance instrument, each Owner acknowledges and consents to all easements reserved or granted under this Declaration, as well as any easements shown in these covenants, the filed plat, or recorded in the land records.

SECTION 8.02. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to general easements for the use of Association Property, the Declarant reserves and grants to itself, all future Owners, their family members, guests, invitees, tenants, institutional mortgagees, and the Association a perpetual, nonexclusive easement for vehicular traffic over Streets.

SECTION 8.03 ACCESS EASEMENT. The Declarant reserves a perpetual, nonexclusive easement for ingress and egress over: (i) all streets within the Property dedicated to public use, including alcoves, cul-de-sacs, and private paved areas serving them; (ii) any private Streets, Drives, Roads, and driveways within the Property; and (iii) any other portions of the Property necessary for completing work or exercising rights as outlined in this Declaration.

SECTION 8.04 UTILITY, INFRASTRUCTURE AND SERVICES EASEMENTS. All Property is subject to easements for: (i) the installation, service, repair, and maintenance of equipment required to provide utility services to the Association Property and Lots, including power, lighting, telephone, communication, television, gas, water, sewer, irrigation, and drainage; and (ii) governmental services, including police, fire, mail, health, sanitation, emergency, and other public services. These easements include reasonable access rights for people and equipment as needed for the benefit of utility companies, agencies, franchises, or governmental authorities.

In addition to the other easements set forth herein and, on the plat, the Developer has reserved and shall have a ten feet (10') wide private utility and infrastructure easement along and adjacent to all Streets within The Heritage at Jacobs Farm and a five feet (5') wide private utility and infrastructure easement along and adjacent to all alley ways within The Heritage at Jacobs Farm. This utility and infrastructure easement is private in nature and for and in favor of Developer and may be assigned or granted by Developer to such public or private utilities companies or providers on such terms and conditions as Developer may promulgate, in its sole discretion. No utility company or utility provider shall have rights in and to said private utility

easement unless such rights are specifically granted by Developer to them in writing. At such time as the Developer no longer owns any real property or Lots in the Development or the Additional Property, or sooner if it so desires in its sole discretion, the Developer shall assign and convey to the Association all of its right, title and interest in and to this private utility and infrastructure easements, and the Association will then assume all rights as to same.

SECTION 8.05. EASEMENT FOR ENCROACHMENT. An easement for encroachment exists on all Property in favor of each Owner if any portion of their Home or appurtenant Improvements, installed by the Declarant (e.g., stucco, fencing, or underground footers), encroaches on adjacent Lots due to minor survey inaccuracies, construction, design, natural settlement or movement.

SECTION 8.06. SIDE YARD USE AND ENJOYMENT EASEMENT. A side yard easement is established for each Lot, extending five feet (5') to the south on Lots that face east and west, and five feet (5') to the east on Lots that face north and south, as shown on the Plat and any Additional Plats (the "Side Yard Easement Area"). This easement permits the Dominant Lot Owner to use the adjoining five feet (5') of the neighboring Lot (the "Servient Lot") for personal activities, landscaping, and other non-permanent improvements. Such use must not interfere with existing drainage, utility, or other easements or Association rights.

1. **PURPOSE AND SCOPE OF EASEMENT:** The Side Yard Easement Area is limited to non-permanent, personal use, such as landscaping, gardening, or recreational purposes, for the Dominant Lot Owner's enjoyment as a contiguous side yard. Permanent or structural improvements are not permitted, and this use must not impair the Servient Lot Owner's enjoyment of their Lot.
2. **RIGHTS OF ACCESS AND RESPONSIBILITY:** The Dominant Lot Owner, along with their guests, invitees, contractors, and service personnel, may access the Side Yard Easement Area as consistent with its designated purpose. Any landscaping, gardening, or maintenance activities are the sole responsibility and expense of the Dominant Lot Owner.
3. **NON-EXCLUSIVE EASEMENT:** This is a non-exclusive easement, allowing the Servient Lot Owner to use the Side Yard Easement Area for purposes that do not interfere with the Dominant Lot Owner's rights under this easement.
4. **LIMITATIONS ON IMPROVEMENTS:** Fencing is permitted within the Side Yard Easement Area, subject to approval by the Architectural Review Committee. The Servient Lot Owner must provide unrestricted access to the Dominant Lot Owner as needed to exercise their rights within the easement. Other permanent fixtures, such as hardscaping, are not permitted unless approved by the Committee and subject to additional terms from the Association.
5. **INDEMNITY:** The Dominant Lot Owner shall indemnify the Servient Lot Owner against any loss, cost, damage, or expense arising from the Dominant Lot Owner's use or improvement of the Side Yard Easement Area.

- 6. REVOCATION OR MODIFICATION:** This easement runs with the land and may only be modified or revoked through a recorded document signed by the Association, Dominant Lot Owner, and Servient Lot Owner.

SECTION 8.07. EASEMENT TO ENTER UPON LOTS. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with The Heritage of Jacobs Farm documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Association Property and to maintain any Lot in the event the Owner thereof fails to do so.

SECTION 8.08. EASEMENT OVER ASSOCIATION PROPERTY. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Association Property which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following: (1) the right of the Association to suspend the right to use the Association Property of any Owner and such Owner's family members, guests, invitees and tenants in accordance with the Association Documents and applicable law; (2) the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and (3) all provisions set forth in The Heritage of Jacobs Farm Governing Documents.

SECTION 8.09. DRAINAGE EASEMENT. An easement over, under and upon all areas of the Property and/or Drainage system for access to install, operate, maintain, alter, inspect, remove, relocate, repair and/or replace the drainage system. By this easement, the Association shall have the right to enter upon any portion of any Lot or any portions thereof at a reasonable time and in a reasonable manner, to operate, maintain, repair or replace the drainage system as required by the City of Ridgeland. In addition, Declarant reserves and grants to the City of Ridgeland a perpetual, non-exclusive ingress, egress and access easement over and across all private streets and roads, an all dedicated access easement created on the Plat or any additional plat(s), as may be necessary or convenient for the City of Ridgeland to obtain access to and from the drainage system, and for enabling the City of Ridgeland to carry out any work permitted to be performed by its public works or utility department. No Owner shall install any plantings, landscaping and/or other Improvements whatsoever in, on, over or across any Drainage Easement without the prior approval of the Committee. Notwithstanding the foregoing, in the event of any damage caused by or through Owner to the drainage system or any portions thereof, the costs of the repairs and/or replacements resulting from such damage shall be paid by such Owner.

SECTION 8.10. DRAINAGE SYSTEM ENCROACHMENT EASEMENT.

An easement for encroachment over, under, and upon the drainage easements located within the Lots, as designated on the Plat and additional plat(s), if any, is granted in favor of: (i) the Owner of the Lot upon which the drainage easement is located, for the existence of any driveway, sidewalk, or irrigation system, or part thereof, encroaching over, under, and upon such drainage easement; and (ii) the Association, for reasonable rights of access for persons and

equipment to construct, install, maintain, alter, inspect, remove, relocate, and repair any driveway, sidewalk, or irrigation system, or part thereof, installed or located over, under, and upon such drainage easement. In the event the Association requires access to any drainage system improvements within a drainage easement located within a Lot upon which any such driveway, sidewalk, or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment and to restore it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required. The flowage easements providing for drainage run between each of the Lots, parallel to and over the side lot lines, draining either from the rear to the front, or from the front to the rear, of the Lots. In addition, the Declarant may, but is not obligated to, convey easements to the owner(s) of adjacent properties (or portions thereof) to provide legal positive outfall for runoff from such adjacent properties.

In the event that the Association requires access to any drainage system improvements within a Lot's drainage easement, the Association shall provide written notice to the Lot Owner at least ten (10) days in advance, unless immediate access is required for emergency repairs. The Association shall restore any removed or altered encroaching improvements to their prior condition upon completion of the required access.

SECTION 8.11. LAKE MAINTENANCE EASEMENTS AND LAKE MAINTENANCE ACCESS EASEMENTS. Easements as shown on the Plat and/or additional plat(s), if any, granted in favor of the Association, or the City of Ridgeland for the purpose of accessing the Lakes to perform lake maintenance and stormwater management and drainage facilities maintenance. Except as otherwise provided herein, the Lake Maintenance Easement and Lake Maintenance Access Easement are the perpetual maintenance obligation of the Association.

SECTION 8.14. NO AFFIRMATIVE OBLIGATION OF DECLARANT. Notwithstanding anything in this Declaration to the contrary, the easement rights granted to or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

SECTION 8.15. IMPROVEMENTS OR ALTERATIONS ON EASEMENT. Without written approval of the Architectural Review Committee: (1) No privacy fencing shall intrude in such easement; and (2) No live trees shall be cut or removed from easements. If an approved fence is placed upon an easement and it becomes necessary for a utility company, City of Ridgeland (or appropriate governmental body), or the Declarant to enter that easement, all costs for removal of and replacement of such fence shall be borne by the Lot Owner.

ARTICLE IX GENERAL PROVISIONS

SECTION 9.01. SEVERABILITY. All of the conditions, restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any Lot to which they apply shall be construed together; but, if any one of the same shall be held to be invalid by judgment of court decree, or for any reason is not enforced or enforceable, none of the other restrictions or covenants shall be affected or impaired thereby but shall remain in full force and

effect.

SECTION 9.02. ENFORCEMENT. If any Owner of any Lot, or his heirs, devisees, and assigns or successors shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said Lots in the Subdivision, as well as the Association, may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. In such an event, the Owner of the Lot or Lots causing the violation or upon which the violation occurs, shall pay all attorney's fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants, and regardless of whether suit is filed, all such fees, costs and expenses shall be a lien upon the Lot and improvements. Failure by the Developer, or by the Association, or by 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.

Prior to initiating enforcement actions or imposing fines, the Association shall provide a written notice to the Lot Owner detailing the specific covenant violation and allowing a period of ten (10) days to correct the issue. If the Owner does not remedy the violation within this period, the Association may proceed with enforcement measures, including fines, as outlined in this Declaration.

SECTION 9.03. TERM These covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended thereafter for successive ten (10) year periods, unless terminated at the end of such twenty-five (25) or ten (10) year period by an instrument duly executed and acknowledged by a two-thirds (2/3) majority of the Members within sixty (60) days preceding the end of such period.

SECTION 9.04. AMENDMENT. Notwithstanding Section 3 above, this Declaration may be amended, modified, and/or changed either: (i) by the Developer (without the need of joinder of any other party) properly filing for record a Supplement prior to December 31, 2031 and (ii) thereafter, by the filing of a Supplement duly executed and acknowledged by two-thirds (2/3) majority of each class of the then Members.

SECTION 9.05. CONSENT. After a one (1) year period following the sale of the last Lot owned by the Developer, all consent required in this Declaration from the Developer shall be transferred to the Association, whose consent shall be required in lieu of the Developer's consent.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this ____ day of _____, 2025.

The Heritage at Jacobs Farm, LLC.
a Mississippi limited liability company

Brad Michael Williams, Managing Member

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, on this the ____ day of _____, 2025, within my jurisdiction, the within named Brad Michael Williams, who acknowledged that he is the Managing Member of The Heritage at Jacobs Farm, a Mississippi limited liability company, and for and that on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument for the purposes therein mentioned, after first having been duly authorized by said limited liability company so to do.

NOTARY

My Commission Expires:

EXHIBIT A
PROPERTY DESCRIPTION

Tract I:

Being situated in the Southeast 1/4 of Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described by metes and bounds, to-wit:

Commencing at an iron pin marking the northwest corner of the said Southeast 1/4 of the Northeast 1/4 of Section 32, and run South 00 degrees 13 minutes 35 seconds East along an old fence a distance of 898.3 feet to the southeast corner of an apartment tract and said point being the point of beginning of the property herein described; thence continue south 00 degrees 13 minutes 35 seconds East along an old fence a distance of 775.04 feet to an iron pin in a fence corner; thence North 89 degrees 58 minutes 35 seconds East along an old fence a distance of 1270.72 feet to an iron pin in a fence corner marking the west right of way of Old canton Road, having a 60 foot right of way; thence North 00 degrees 20 minutes 30 seconds east along an old fence marking the west right of way of Old Canton Road a distance of 343.58 feet to a point; thence North 00 degrees 13 minutes East and continue along said old fence marking the west right of way a distance of 192.7 feet; thence leaving said Old Canton Road, run North 87 degrees 30 minutes West a distance of 468. 3 feet to a point: thence North a distance of 368.3 feet to a point on the south line of a certain apartment tract; thence South 64 degrees 05 minutes West along the south line of that certain apartment tract a distance of 343.6 feet: thence South 89 degrees 58 minutes West and continue along said south line of the apartment tract a distance of 499.64 feet to the point of beginning, containing 20.75 acres, more or less.

And being the same property as described in Quitclaim Deed recorded in Book 350 at Page 153.

Less and Except:

Commencing at the Northwest Corner of the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence South 00 degrees 13 minutes East a distance of 898.30 feet to the point of beginning of the parcel herein described: From said point of beginning run thence South 00 degrees 13 minutes East a distance of 20.00 feet; thence North 89 degrees 58 minutes East a distance of 499.57 feet: thence North 61 degrees 49 minutes. East a distance of 329.07 feet; thence North 64 degrees 05 minutes East a distance of 103.23 feet; thence North 89 degrees 58 minutes East a distance of 105.45 feet; thence North 00 degrees 02 minutes West a distance of 5.00 feet; thence South 89 degrees 58 minutes West a distance of 106.60 feet; thence South 64 degrees 05 minutes West a distance of 424.46 feet; thence South 89 degrees 58 minutes West a distance of 499.64 feet to the point of beginning. Parcel located in the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 0.34 acres.

This Less and Except being the same property as described in Book 205 at Page 189.

Also Less and Except:

3.25 acres situated in the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi as shown on the Plat of Survey by Davis Land Surveying & Engineering, LLC dated September 25, 2020 and being Job# 20120 (Bearing Base adopted from the South line of that parcel recorded in Deed Book 378 @ Page 592) and being more particularly described as follows:

Commencing at the set P. K. Nail marking the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 32 (as shown on plat by Engineering Plus Survey Dated 11/22/1994 and on Plat by T. E. McDonald dated 03/31/2017) and marking the Southeast corner of Lot 6, Block 37, Highland Colony; run thence, South 00 degrees 11 minutes 10 seconds East for 918.30 feet to a set #4 rebar being on the East line of a dedicated street (Not Constructed); run thence leaving said East line, North 89 degrees 59 minutes 50 seconds East for 499.57 feet to a found #4 rebar; run thence, North 61 degrees 55 minutes 35 seconds East for 329.16 feet to a found #4 rebar; run thence, North 63 degrees 51 minutes 49 seconds East for 21.46 feet to a set #4 rebar; run thence, South 00 degrees 02 minutes 42 seconds East for 363.62 feet to a set #4 rebar; run thence, South 87 degrees 32 minutes 42 seconds East for 134.71 feet to a set #4 rebar; run thence, South 89 degrees 27 minutes 27 seconds East for 33.31 feet to a set #4 rebar; run thence, South 00 degrees 14 minutes 53 seconds West for 60.00 feet to a set #4 rebar; run thence, South 89 degrees 27 minutes 27 seconds East for 10.00 feet to a set #4 rebar, said rebar also marking the POINT OF BEGINNING; continue thence, South 89 degrees 27 minutes 27 seconds East for 269.73 feet to a set #4 rebar; run thence, South 44 degrees 37 minutes 14 seconds East for 28.88 feet to a set #4 rebar being on the West line of Old Canton Road; run thence along said West line, South 00 degrees 09 minutes 44 seconds West for 123.47 feet to a point; run thence, South 00 degrees 17 minutes 48 seconds West for 343.58 feet to a found #4 rebar; run thence leaving said West line, South 89 degrees 58 minutes 35 seconds West for 290.00 feet to a set #4 rebar; run thence, North 00 degrees 14 minutes 53 seconds East for 490.28 feet back to the set #4 rebar marking the POINT OF BEGINNING.

Tract II:

Commencing at an iron pin marking the northwest corner of the said Southeast 1/4 of the Northeast 1/4 of Section 32, and run South 00 degrees 13 minutes 35 seconds East along an old fence a distance of 898.3 feet to the southeast corner of an apartment tract; thence continue South 00 degrees 13 minutes 35 seconds East along an old fence a distance of 775.04 feet to an iron pin in a fence corner; thence North 89 degrees 58 minutes 35 seconds East along an old fence a distance of 1270.72 feet to an iron pin in a fence corner marking the west right of way of Old Canton Road, having a 60 foot right of way; thence North 00 degrees 20 minutes 30 seconds East along an old fence marking the west right of way of Old Canton Road a distance of 343.58 feet to a point; thence North 00 degrees 13 minutes East and continue along said old fence marking the west right of way a distance of 192.7 feet to the point of beginning of property herein described; thence leaving said Old Canton Road, run North 87 degrees 30 minutes West a distance of 468.3 feet to a point; thence North a distance of 368.3 feet to a point on the south line of a certain apartment tract; thence North 64 degrees 05 minutes East along the south line of that certain apartment tract a distance of 88.86 feet; thence North 89 degrees 58 minutes East and continue along said south line of the apartment tract a distance of 396.76 feet; thence South 00

degrees 13 minutes West along the said west line of Old Canton Road a distance of 424.3 feet to the point of beginning, containing 4.42 acres, more or less.

And being the same property as described in Warranty Deed recorded in Book 2769 at Page 41.

Less and except:

3.14 acres situated in the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi as shown on the Plat of Survey by Davis Land Surveying & Engineering, LLC dated September 25, 2020 and being Job# 20120 (Bearing Base adopted from the South line of that parcel recorded in Deed Book 378 @ Page 592) and being more particularly described as follows:

Commencing at the set P. K. Nail marking the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 32 (as shown on plat by Engineering Plus Survey Dated 11/22/1994 and on Plat by T. E. McDonald dated 03/31/2017) and marking the Southeast corner of Lot 6, Block 37, Highland Colony; run thence, South 00 degrees 11 minutes 10 seconds East for 918.30 feet to a set #4 rebar being on the East line of a dedicated street (Not Constructed); run thence leaving said East line, North 89 degrees 59 minutes 50 seconds East for 499.57 feet to a found #4 rebar; run thence, North 61 degrees 55 minutes 35 seconds East for 329.16 feet to a found #4 rebar; run thence, North 63 degrees 51 minutes 49 seconds East for 21.46 feet to a set #4 rebar; run thence, South 00 degrees 02 minutes 42 seconds East for 363.62 feet to a set #4 rebar; run thence, South 87 degrees 32 minutes 42 seconds East for 134.71 feet to a set #4 rebar, said rebar also marking the POINT OF BEGINNING; run thence, North 00 degrees 13 minutes 01 seconds East for 405.16 feet to a set #4 rebar; run thence, South 89 degrees 49 minutes East for 42.43 feet to a found #4 rebar; run thence, North 01 degrees 52 minutes 15 seconds West for 5.33 feet to a found #4 rebar; run thence, North 89 degrees 59 minutes 40 seconds East for 290.25 feet to a found #4 rebar being on the West line of Old Canton Road; run thence along said West line, South 00 degrees 06 minutes 13 seconds West for 393.26 feet to a set #4 rebar; run thence leaving said West line, South 45 degrees 22 minutes 46 seconds West for 28.52 feet to a set #4 rebar; run thence, North 89 degrees 27 minutes 27 seconds West for 279.70 feet to a set #4 rebar; continue thence, North 89 degrees 27 minutes 27 seconds West for 33.31 feet back to the set #4 rebar marking the POINT OF BEGINNING.

All being the same property described in Book 4168 at Page 726.