



POLLESTM
PROPERTIES_{LLC}

Whittington

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INTRODUCTION

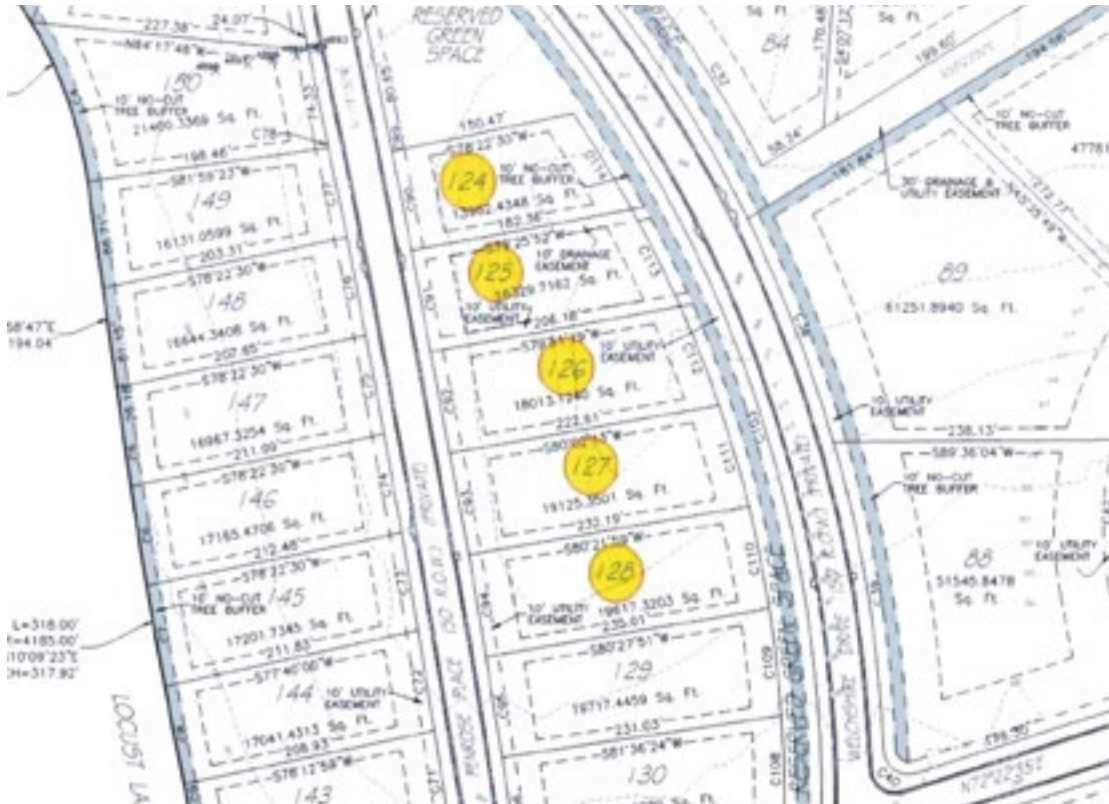
The concept behind Whittington is different than other developments in Madison. We would like to elevate the level of design unity, to establish a pattern language for the development and have a common theme running throughout.

The following plans are a guideline for what we are proposing. All of the plans are between 2500 - 3500 sq. ft. By using any plan we can customize a home for you that will be unique and the desired size. These guidelines enable us to economize both time and cost in producing plans while keeping our common theme throughout.

Custom plans will be allowed, as long as they are prepared by a licensed Architect and have gone through our Architectural review process. But, we will insist on consistency of elevation through material and detail.

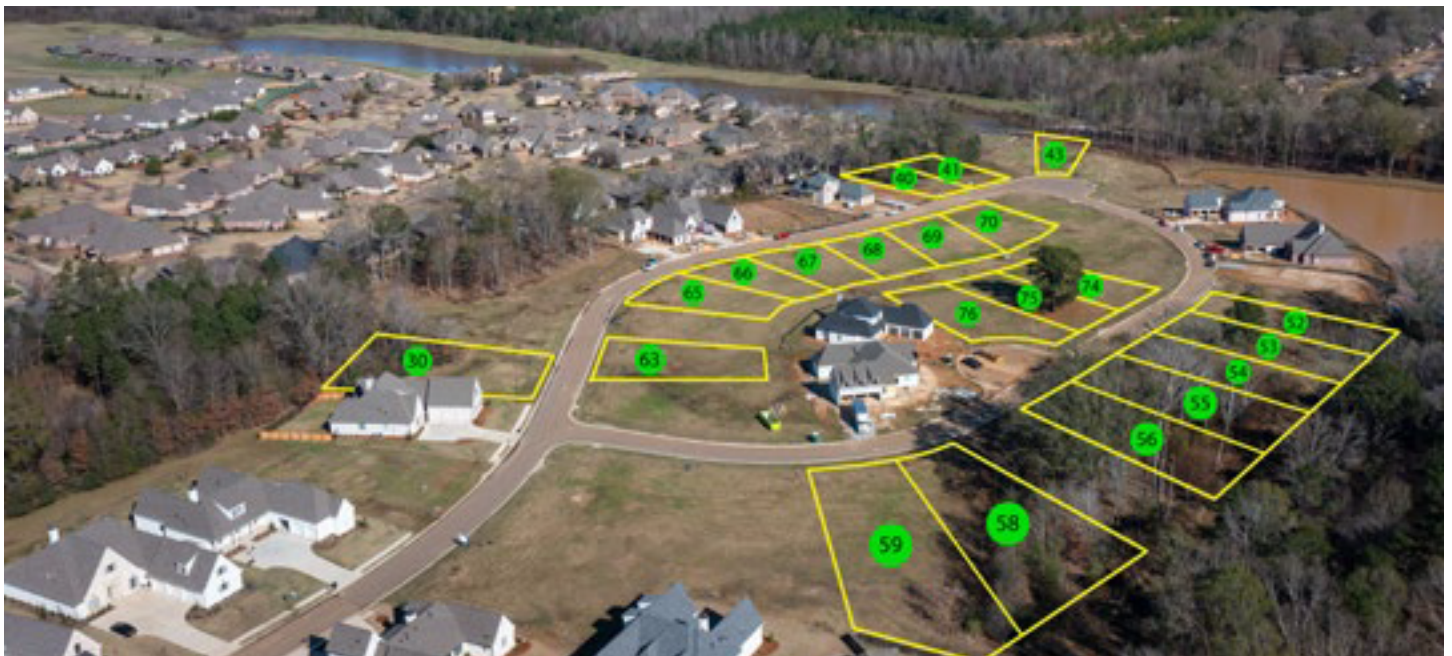
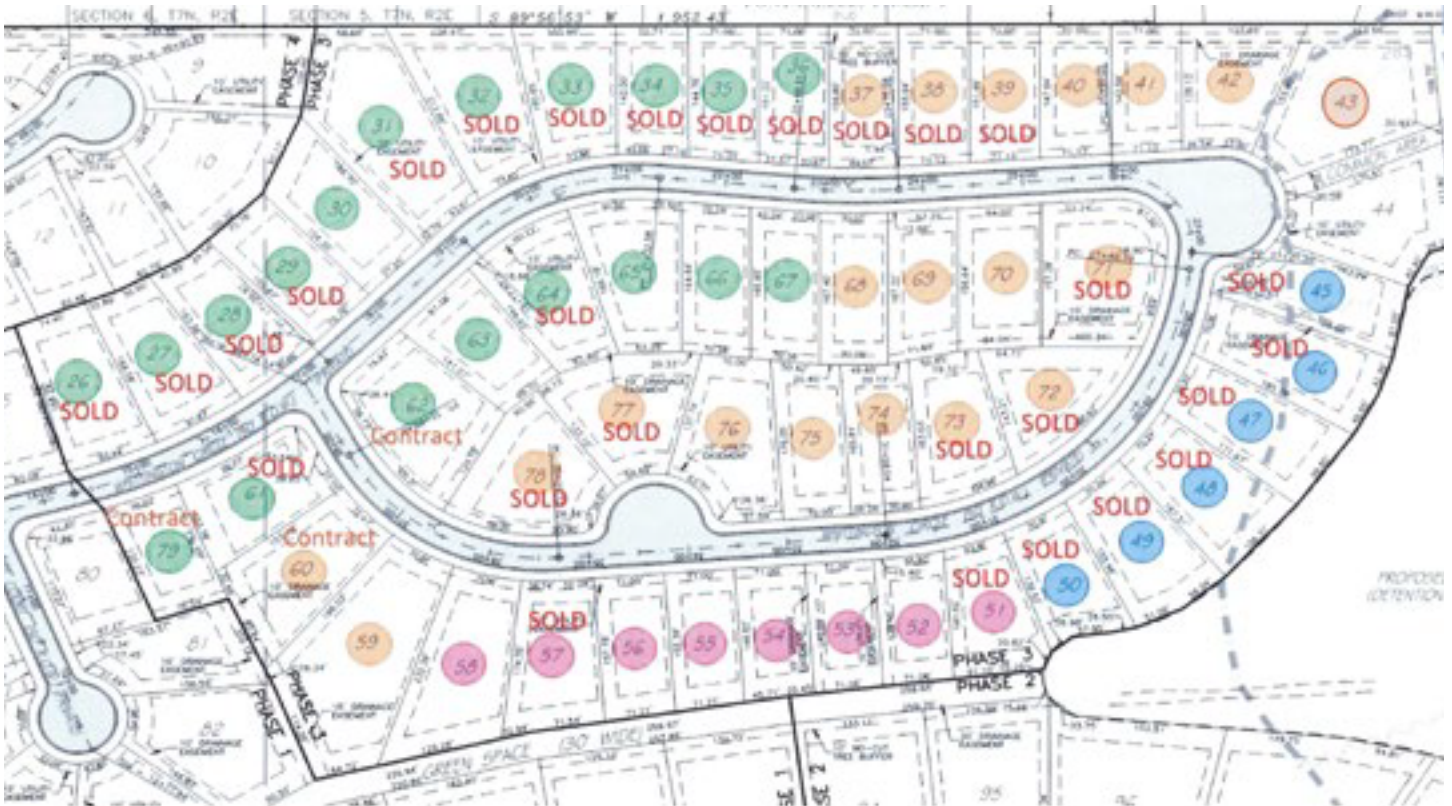
PHASE 1 | \$75,000

- Limited Availability
- Average Lot Width 80'
- Average Lot Depth 200'
- 2800 sq. ft. Minimum



PHASE 3 | \$80,000 TO \$95,000

- Average Lot Width 80'
- Average Lot Depth 140'
- 2500 sq. ft. Minimum
- Waterfront Lots Available







FRONT ELEVATION



Alternate Front Elevation



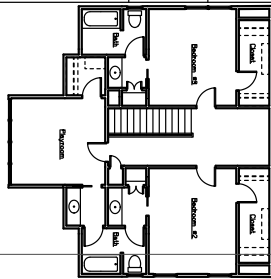
REAR ELEVATION



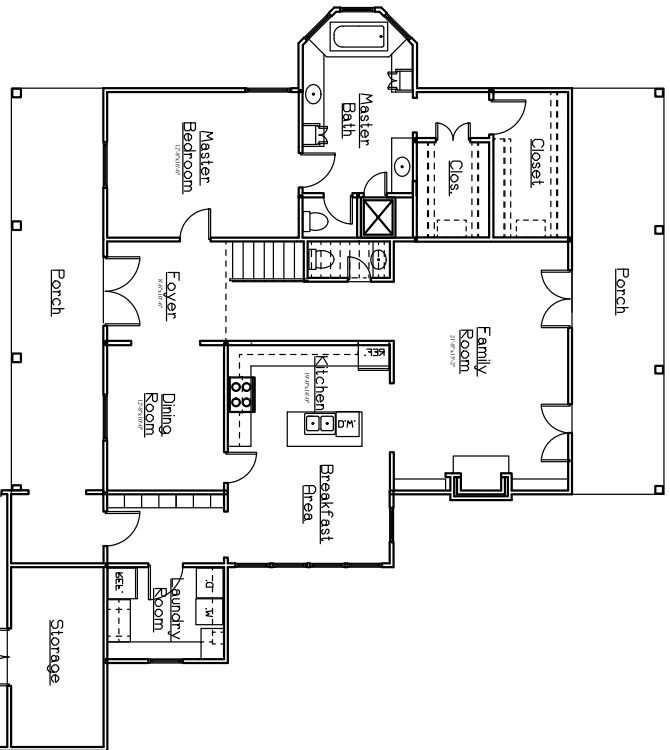
Alternate Rear Elevation

Scale: 1/4" = 1'-0"

Scale: 1/4" = 1'-0"



First Floor Plan
Scale: 1/4" = 1'-0"



Sam R. Coker Architects assumes no liability for any errors or omissions in this drawing. Every effort has been made to ensure the accuracy of the information shown. It is the responsibility of the client to verify the information shown and to correct any errors or omissions at their own expense. The architect's responsibility is limited to the design and construction of the building as shown on these drawings.

REVISIONS:

Whittington 3 Madison, Mississippi

Sam R. Coker
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srd

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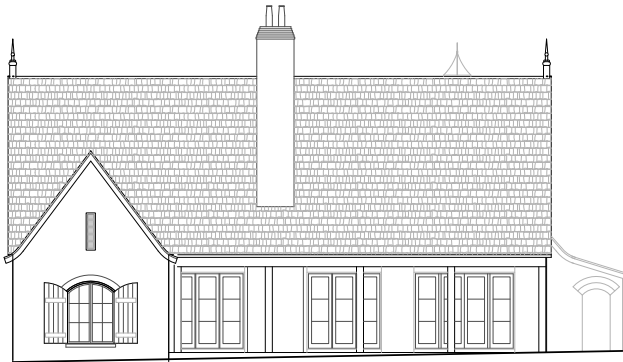
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Front Elevation



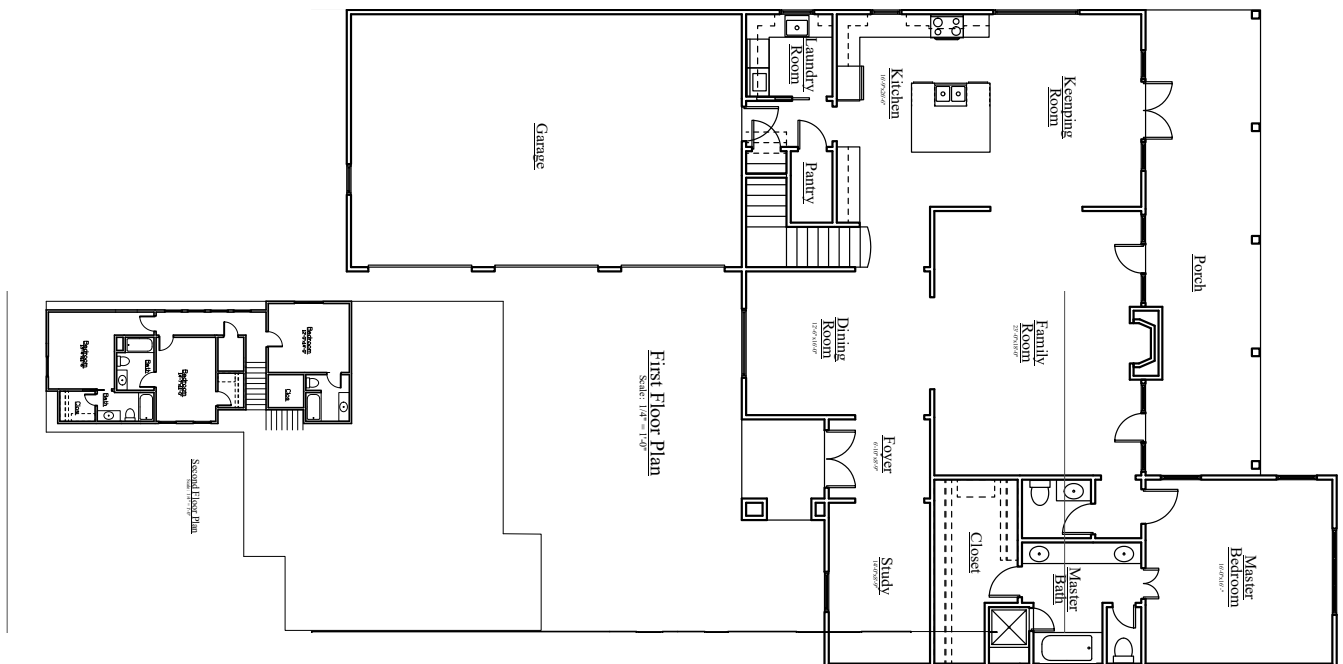
Alternate Front Elevation



Back Elevation



Alternate Back Elevation



Whittington 4 Madison, Mississippi

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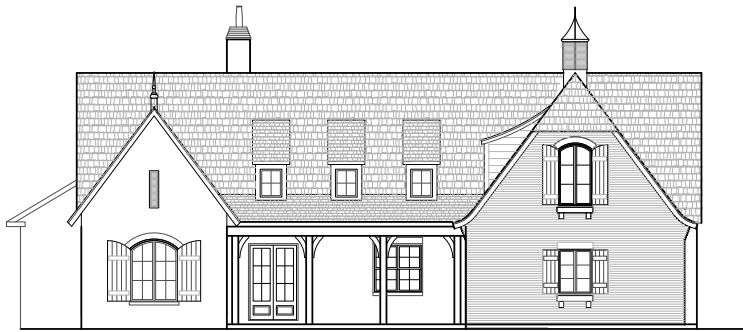
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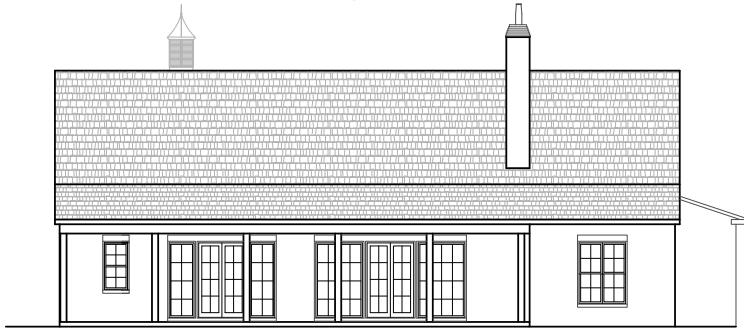


Front Elevation

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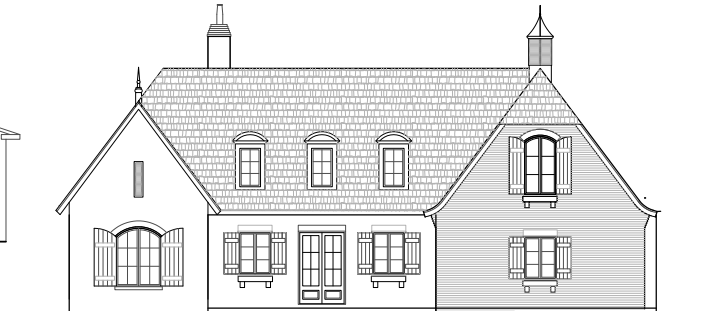


Alternate Front Elevation

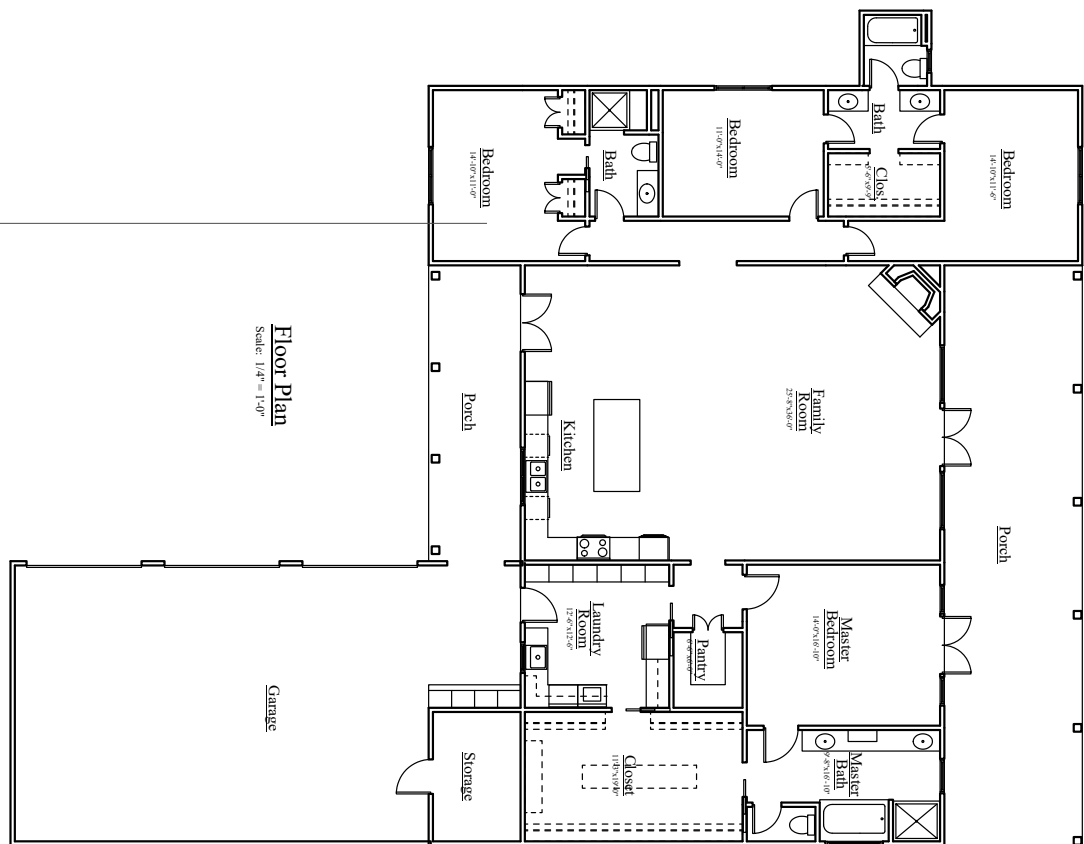


Back Elevation

Scale: 1/4" = 1'-0"



Alternate Front Elevation



Floor Plan

Scale: 1/4" = 1'-0"

Garage

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Whittington 5
Madison, Mississippi

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Front Elevation
Scale: 1/4" = 1'-0"



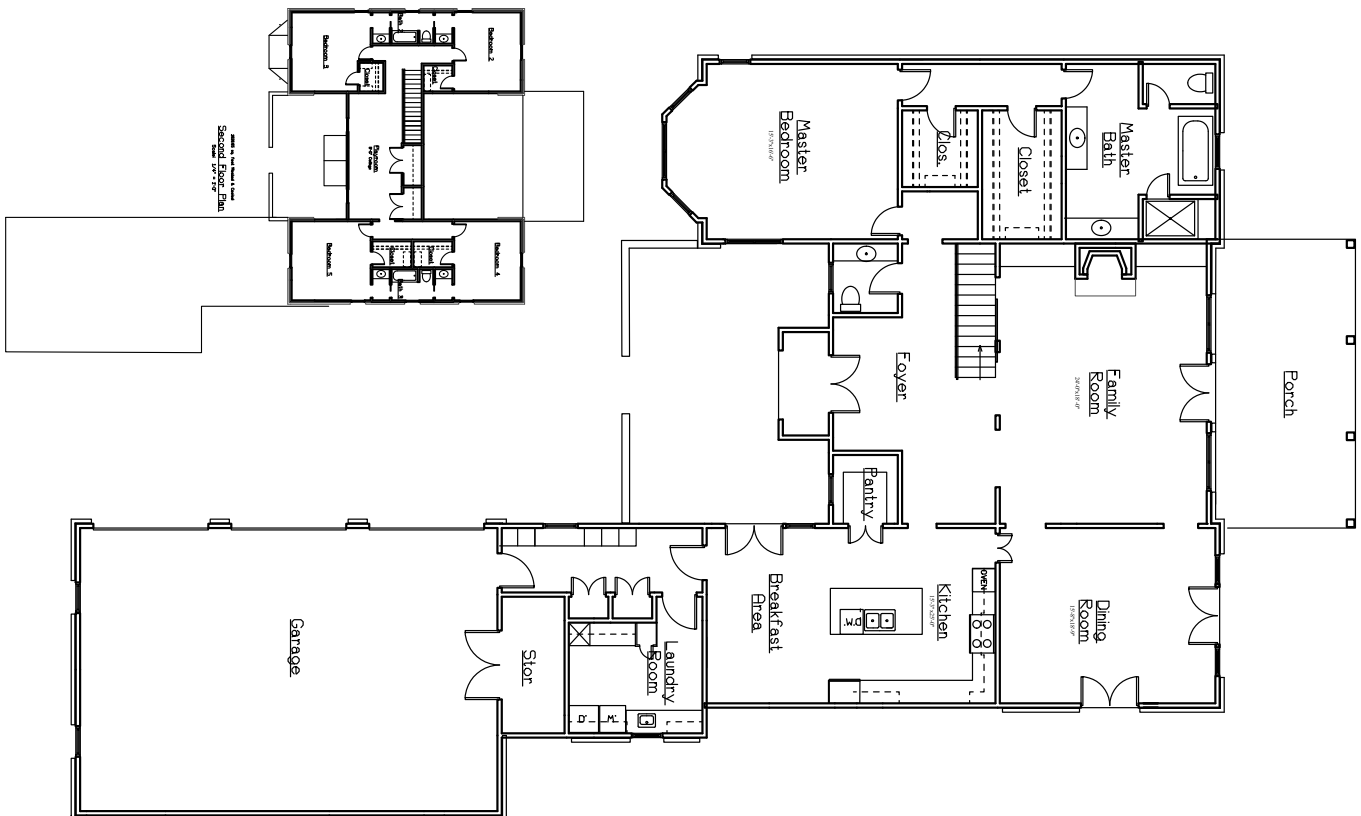
Alternate Front Elevation



Back Elevation
Scale: 1/4" = 1'-0"



Alternate Back Elevation



Whittington 6 Madison, Mississippi

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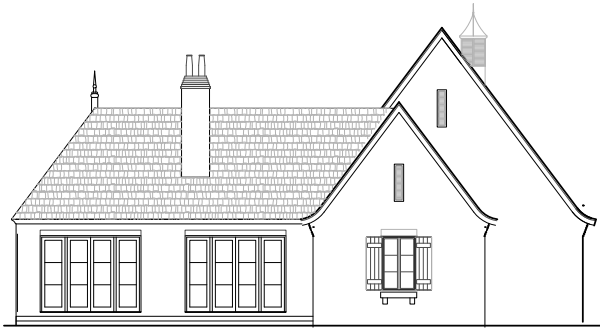
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Front Elevation



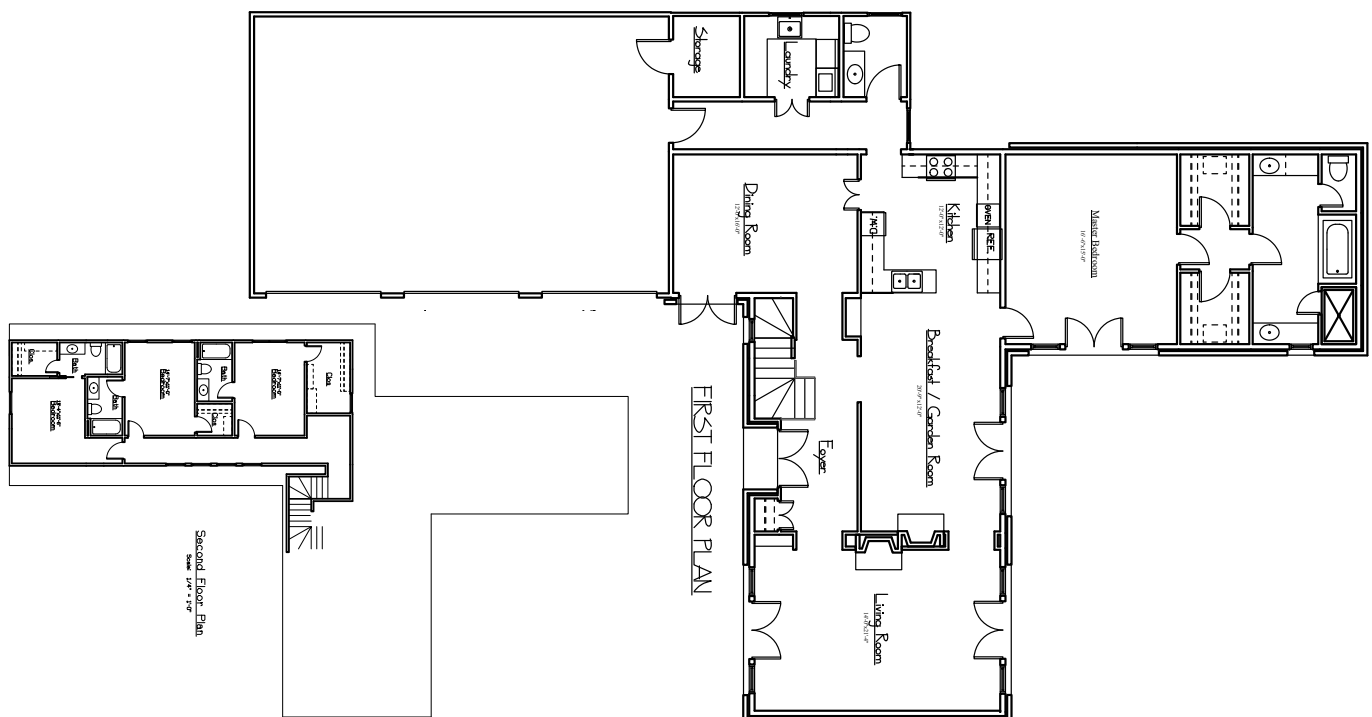
Alternate Front Elevation



Front Elevation



Alternate Front Elevation



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REVISIONS:



Front Elevation



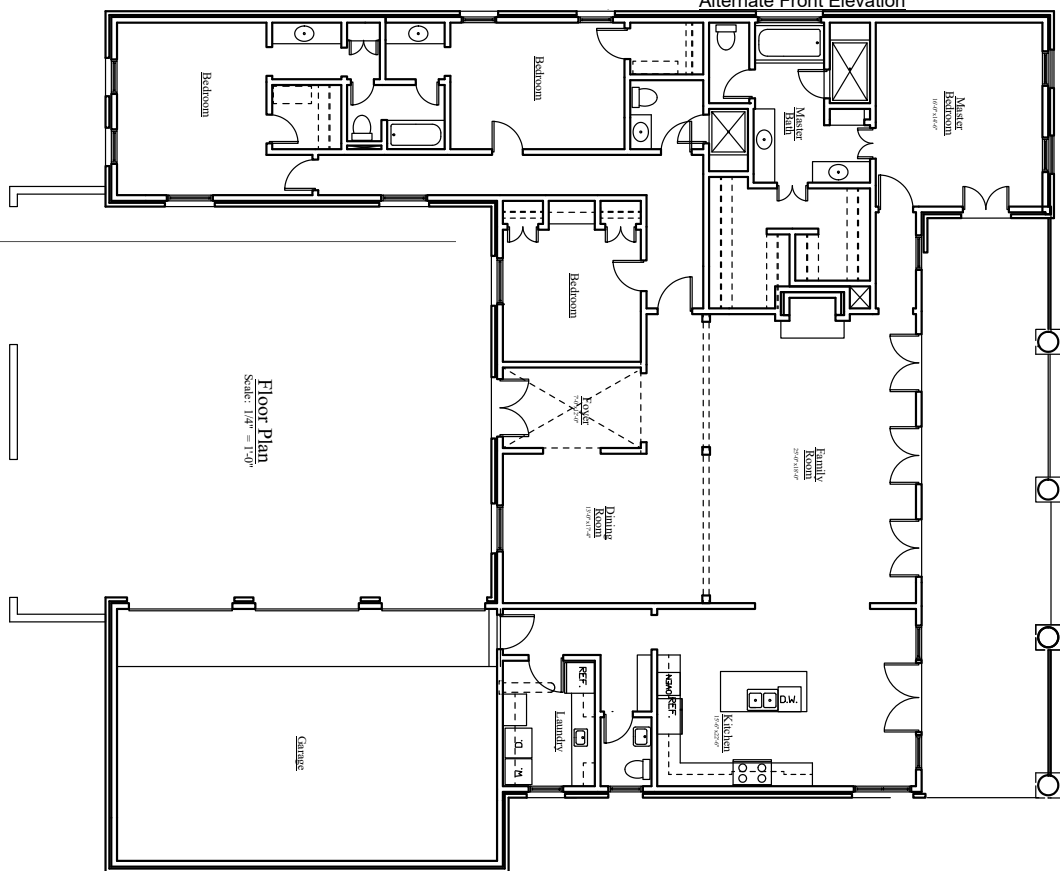
Alternate Front Elevation



Back Elevation



Alternate Back Elevation





Front Elevation



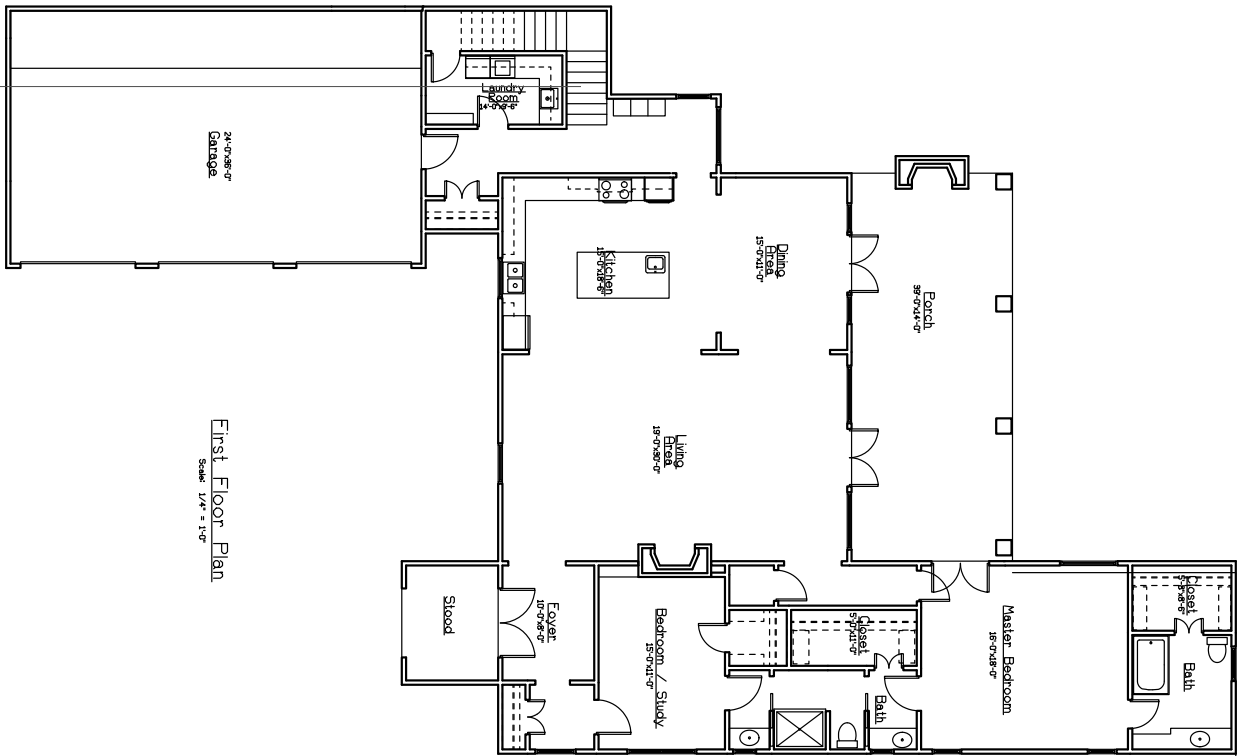
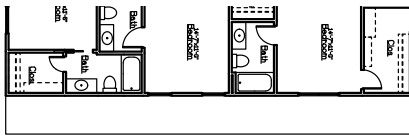
Alternate Front Elevation



Back Elevation



Alternate Front Elevation



First Floor Plan

Scale: 1/4" = 1'-0"

Sam R. Coker, Architect, is not responsible for the construction of this plan. The owner is responsible for the construction of this plan. The owner is responsible for the construction of this plan. The owner is responsible for the construction of this plan.

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Front Elevation
Scale: 1/4" = 1'-0"



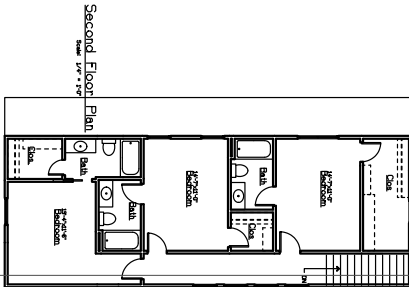
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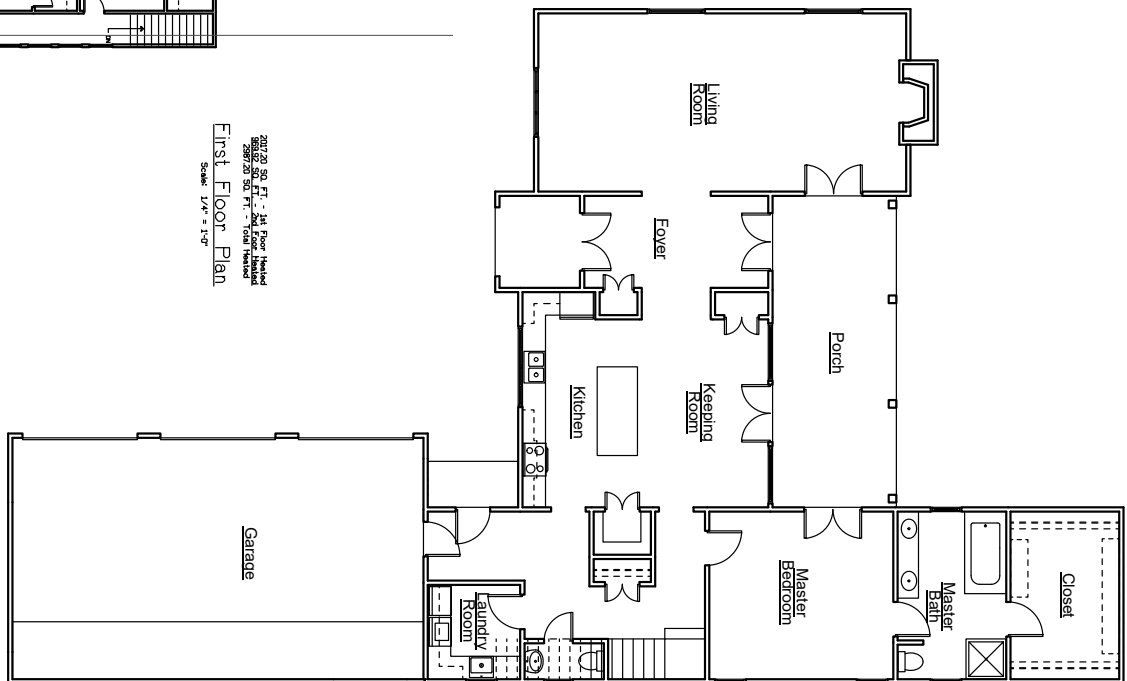
Back Elevation
Scale: 1/4" = 1'-0"



Alternate Front Elevation



Second Floor Plan
Scale: 1/4" = 1'-0"



First Floor Plan
Scale: 1/4" = 1'-0"

Whittington 11 Madison, Mississippi

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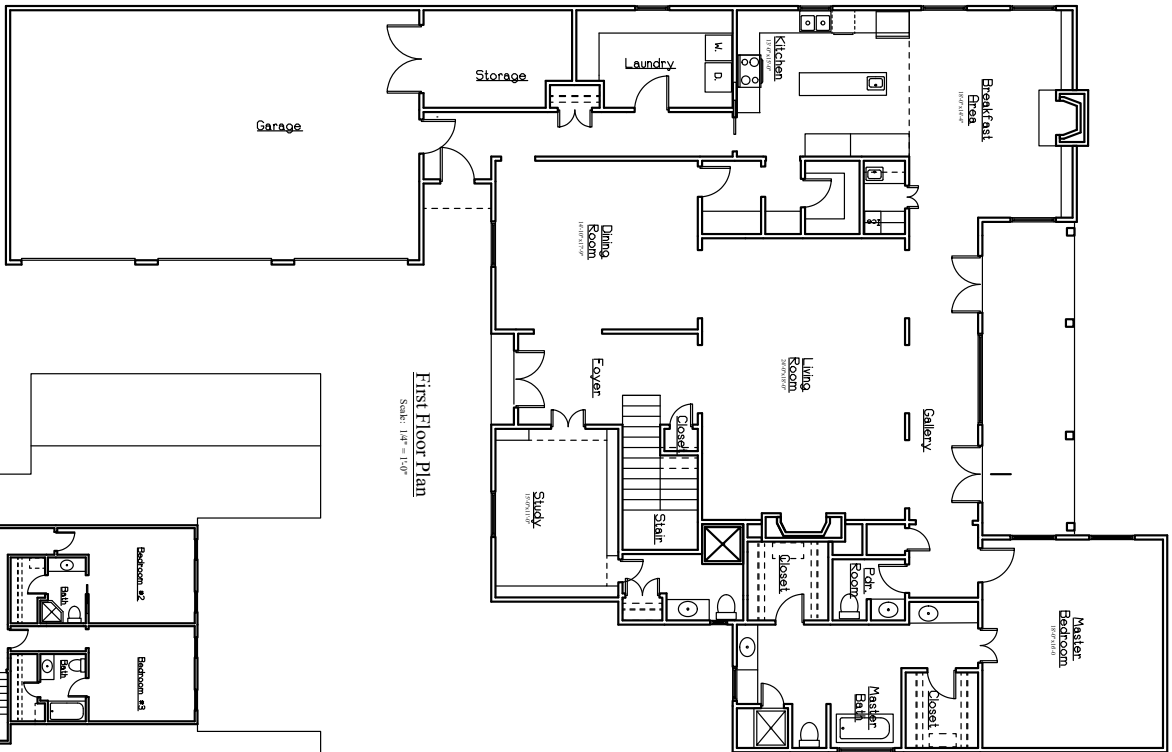
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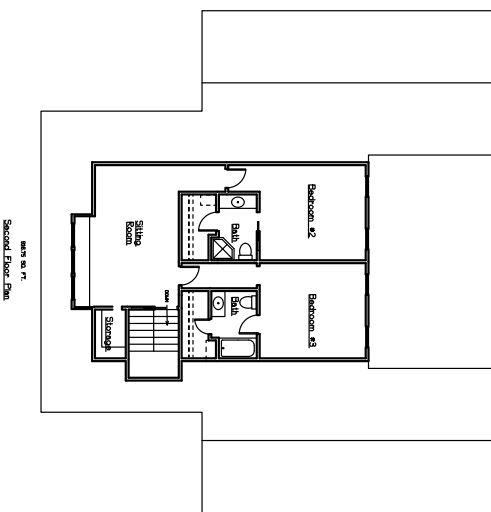
Alternate Front Elevation



Alternate Front Elevation



First Floor Plan
Scale: 1/4" = 1'-0"



Second Floor Plan

REVISIONS:

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Front Elevation
Scale: 1/4" = 1'-0"



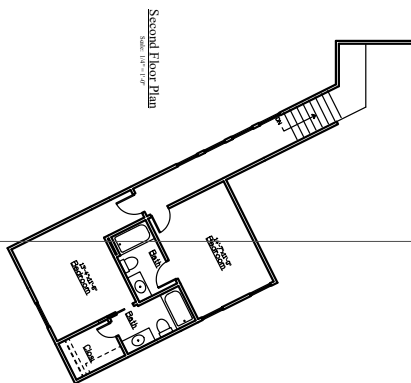
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Back Elevation
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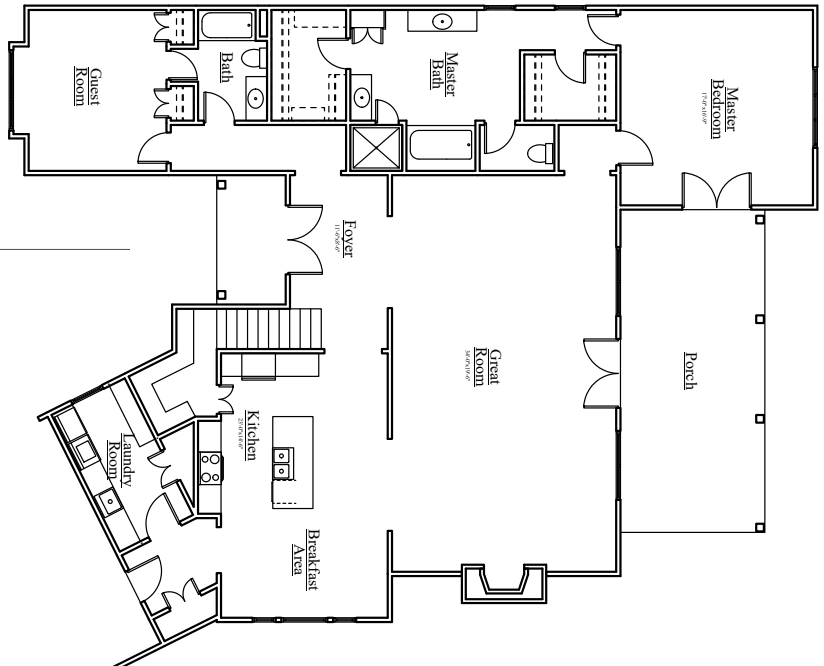


Alternate Front Elevation



Second Floor Plan
Scale: 1/4" = 1'-0"

First Floor Plan
Scale: 1/4" = 1'-0"



Garage

OF #

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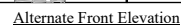
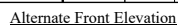
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Whittington 13
Madison, Mississippi

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REVISIONS

Whittington 14

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Front Elevation
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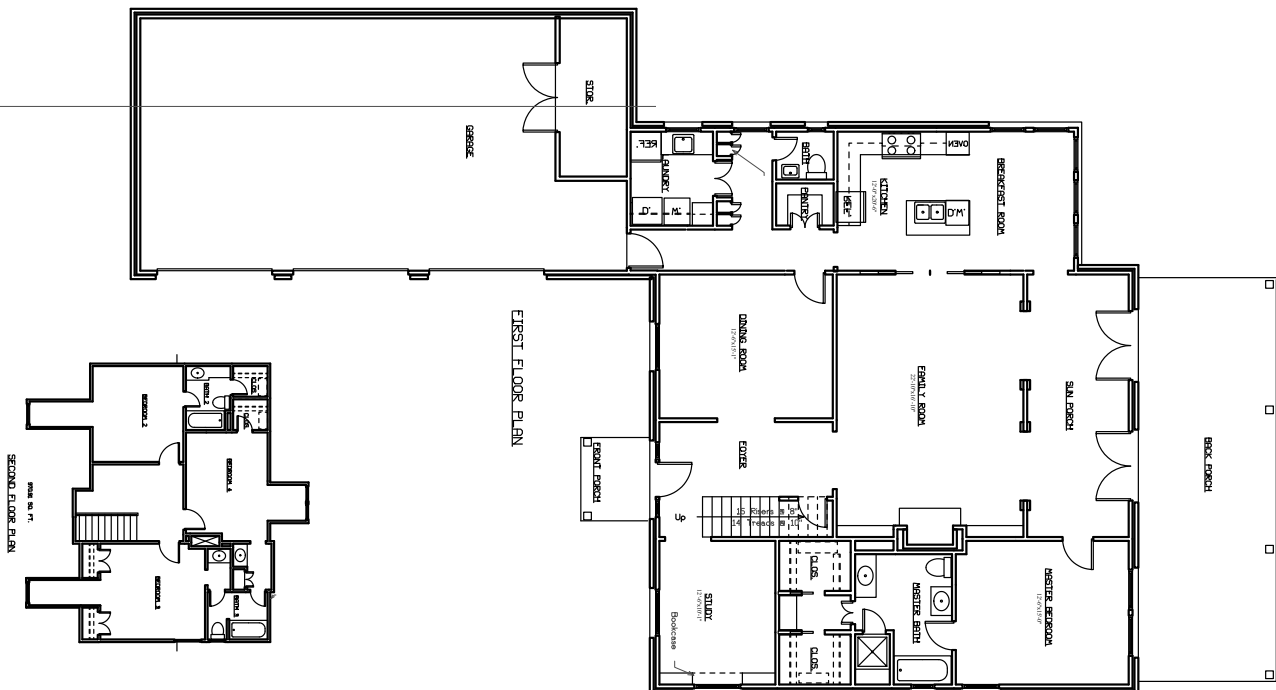
Alternate Front Elevation



Back Elevation
Scale: 1/4" = 1'-0"



Alternate Front Elevation



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FILE: _____

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Madison, Mississippi

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REVISIONS:



Whittington

Architectural Design Guidelines

4.1.19

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SECTION I. INTRODUCTION

Whittington Architectural Design Guidelines

A. WHITTINGTON GOALS AND OBJECTIVES

Sanctuary Development, LLC. (herein after known as “Declarant”) is dedicated to the protection and preservation of the natural landscape and topography within the master planned community. It is the intent of the Declarant and the Whittington Home Owners’ Association (herein after known as the “**HOA**”) to identify the described various landscape elements and basic principles needed to promote the preservation of the native landscape, blend new landscape materials into the existing forest boundary, and outline planting schemes to accent new improvements.

B. ARCHITECTURAL REVIEW COMMITTEE STATEMENT

The Whittington Architectural Review Committee (herein after known as the “ARC”), a committee under the HOA, has updated, amended, and restated the following architectural design guidelines (the “Architectural Design Guidelines”). These architectural design guidelines are in addition to and not a substitute for all restrictions set forth in the Declaration of Covenants and Restrictions (the “DCR”) on file in the Office of the Chancery Clerk of Madison County. Property Owners, Builders, and / or Contractors (collectively, the “Applicant”) agree to abide by these Architectural Design Guidelines as well as the rules under the DCR, and further acknowledge that the ARC reserves the right to amend these Architectural Design Guidelines at any future time as it deems necessary.

C. INTENT OF THE ARCHITECTURAL DESIGN GUIDELINES

The intent of these Architectural Design Guidelines is not to impose hardship, but to set and maintain a level of respect and professionalism among all builders and homeowners. Architectural Design Guidelines are composed and established to provide Property Owners, Architects and Contractors with a set of parameters for the preparation of their drawings, specifications and plans. The authority for the Architectural Review Committee is established in Article VI of the Declaration of Covenants, Conditions and Restrictions for Whittington of record in Book XXXX at Page XXXX at the Madison County Chancery Clerk’s office and into which these guidelines are included by reference. The Architectural Design Guidelines are incorporated in the Covenants and made a part thereof.

Great care has been taken in the planning, design and construction phases to insure aesthetic harmony within Whittington. To this end it is of utmost importance that this special character not be compromised by architectural designs and site plans improperly conceived, unresolved or poorly executed. Only those plans designed by professional Architects or Residential Designers whose qualifications are approved by the Architectural Review Committee will be accepted. The criteria used in determining the qualifications of a Designer or of an Architect will be within the sole province of the Architectural Review Committee.

For this reason, an Architectural Review Committee (herein shall be referred to as the “ARC”) shall review and approve all construction, designs and plans for:

Whittington Architectural Design Guidelines

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship & physical impact on surrounding homesites by the proposed home.
- Excellence of architectural design.

By encouraging quality and attention to detail, and adherence to the requirements and recommendations of the Architectural Review Committee and these Architectural Design Guidelines, aesthetic harmony, natural tranquility and overall property values at Whittington shall be enhanced and preserved. Please understand that there will be no compromise in the enforcement of the Architectural Design Guidelines.

D. DISCLOSURES

These architectural design guidelines may be amended or supplemented from time to time. Please have your copy of the guidelines dated and signed when you pick them up. Advise Developer in writing that you are in the process of design, landscaping, etc., and to advise you of any change in these guidelines in a timely manner.

Whittington intends to enforce these regulations for the protection of all Property Owners. Failure to abide by these rules may result in the loss of your privilege to enter the gate, forfeiture of deposit, stoppage of construction, liens being filed against the property and / or prosecution to the full extent of the law. Attorneys representing the ARC shall be paid from the Property Owner's damage deposit. All expenses of any litigation, arbitration, and/or mediation, including but not limited to attorney fees, which HOA and / or ARC, in their sole discretion, are required to expend in the enforcement of the Architectural Design Guidelines (hereinafter "ADG") shall be paid from the Property Owner's damage deposit as set forth in Section II, E, (1) of the ADG and / or as otherwise determined by a court of law, arbitrator or agreement between the ARC and a Property Owner. Property Owner shall be responsible for expenses which exceed the funds available from his damage deposit.

No statements contained herein shall be construed to invalidate, impair, or supersede any regulations, codes, or rules enacted by the state, city, county, or any other political subdivision encompassing the Whittington Community.

SECTION II. ARCHITECTURAL REVIEW COMMITTEE – GENERAL FORMATION

Whittington Architectural Design Guidelines

A. ARCHITECTURAL REVIEW COMMITTEE ("ARC")

(1) **Definition:** The ARC shall be appointed by the Declarant, or the Board of Directors of the Whittington Owners' Association. The ARC shall have the authority and responsibility to approve or disapprove all residence construction within the Whittington Community.

(2) The Whittington ARC shall consist of a partner of the Declarant, and may also include an Architect, Landscape Architect, Architectural Control Coordinator (ACC) an on site Architectural Compliance Inspector (ACI) and / or others deemed appropriate by the partner of the Declarant. Their responsibilities shall include verifying that the plans and specifications meet these architectural design guidelines and the Declaration Of Covenants And Restrictions.

(3) All decisions and actions of the Architectural Review Committee shall require an affirmative vote of a majority of its members. The ARC will use the Architectural Design Guidelines for the general purpose of reviewing proposed construction but will consider the merits of any particular project because of special conditions that are felt to provide benefits to the adjacent areas, the specific site, or to the community as a whole.

(4) Whittington is designed to be a unique community of residential properties. The Covenants, Conditions and Restrictions do not list specific design items necessary for plan approval. The authority to approve specific building plans rests solely with the Architectural Review Committee. The ARC does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each homesite within the community.

(5) **Notwithstanding the fact that architectural design and "excellence" is and will be a subjective thing, and that there may be some difference of opinion in judging design and "excellence in design", nevertheless, any person or party acquiring and owning a lot in Whittington understands and agrees to the criteria herein set forth and agrees to be governed thereby.**

B. ARCHITECTURAL CONTROL COORDINATOR ("ACC")

Whittington Architectural Design Guidelines

(1) **Definition:** The ACC shall be appointed by the Declarant, or the Board of Directors of the Whittington Owners' Association and shall serve as chairman of the ARC.

(2) A person with skills deemed appropriate by Declarant will be an appointed member of the ARC and perform the duties of the ACC Coordinator.

(3) The ACC may designate a qualified assistant who shall, during his/her absence or disability, exercise all the powers of the appointed ACC.

(4) The ACC will provide a construction status report to the ARC and or the Board of Directors on all new home construction on a quarterly basis each calendar year.

C. ARCHITECTURAL COMPLIANCE INSPECTOR ("ACI")

(1) **Definition:** The ACI shall be appointed by the Declarant, or the Board of Directors of the Whittington Owners' Association.

(2) A person with skills deemed appropriate by Declarant will be an appointed member of the ARC and perform field inspections to verify compliance with the ARC approved construction documents and the Whittington Architectural Design Guidelines.

D. FUNCTION AND AUTHORITY

The ARC shall have the responsibility for maintaining the general harmony of all lot construction within Whittington Community. The ACC shall have the authority, but not the obligation, to:

(1) Architectural Review:

- a. Conduct a Preliminary meeting with the Lot owners, builder/contractors and advise them of the Architectural Design Guidelines.
- b. Conduct ARC final plan review to verify compliance with Architectural design guidelines.
- c. Collect all submittal requirements as listed in Section III - D
- d. Call, prepare, and direct all scheduled meetings of the ARC.
- e. Obtain and compile all ARC members' comments and / or changes into approval letters.
- f. Sign off on plans along with one other member from the ARC, to formally approve plans for permits.
- g. Conduct post-ARC meetings with the Applicant(s) to review comments and / or changes made by the ARC within thirty (30) days of the reviewed date.

Whittington Architectural Design Guidelines

(2) Architectural Control:

- a. Pursuant to Article V., Section B. of the DCR, enforcement should be carried out by the Whittington ARC.
- b. Enforce all Architectural Design Guidelines promulgated by the Whittington ARC.
- c. The ACC will approve that the applicant has preformed all requirements to **Section III.D.** herein.
- d. File Notice of Necessity to Comply on lot under review within (30) days from review date
- e. Request the Applicant(s) or Builder to halt construction if there is evidence presented by the ACC or another member of the ARC that construction is not in compliance with the ARC approved plans and specifications, Architectural Design Guidelines and / or the DCR. Applicant will be required to pay a \$50.00 fee for each and every extra site visit necessitated by incomplete data or non-compliance issues, payable prior to permission to proceed with construction. Should the ARC, at its sole discretion, be compelled or required to employ the services of an attorney in order to address and/or enforce any provisions contained in Section IV hereof, or any of the conditions and/or terms of these Architectural Design Guidelines, then the Applicant and/or Property Owner shall be responsible for the payment of all reasonable attorney fees and expenses in so doing.

Once construction is back in accordance with the approved plans and fees due received, the Applicant(s)/ Builder may commence with the rest of construction.

- f. Conduct a pre-construction site meeting with the Applicant(s) and City Inspector to verify all site issues pertaining to the pre-construction site meeting sheet **(SEE FORM D)** are correctly documented and discussed with the involved parties.
- g. Conduct a site meeting **(SEE FORM E)** for approval elevations.
- h. Conduct a site meeting **(SEE FORM F)** for approval of hardscape.
- i. Conduct a site meeting **(SEE FORM G)** for final construction approval.
- j. Provide the applicant(s) or builder with a list of items to complete before final approval.
- k. Once the list has been completed by Applicant(s) or Builder the ACC may then

Whittington Architectural Design Guidelines

will issue a certificate of occupancy after their final inspection requirements have been satisfied.

- I. Approve damage deposit refunds (in all or part) to the Applicant(s). The Applicant shall halt construction if there is evidence presented by the ACC that construction is not in accordance with the approved plans, the Architectural Design Guidelines and/or the DCR. Should the ARC, at its sole discretion, be compelled or required to employ the services of an attorney in order to address and/or enforce any provisions contained in Section IV hereof, or any of the conditions and/or terms of these Architectural Design Guidelines, then the Applicant and/or Property Owner shall be responsible for the payment of all reasonable site and/or attorney fees and expenses in so doing.

Once construction is back in accordance with the approved plans, the Applicant may commence with the rest of construction

E. DAMAGE DEPOSIT POLICY

The Property Owner or Contractor shall place a cash deposit with the Architectural Review Committee at the time of submittal for final design approval. This deposit, (hereinafter "Damage Deposit"), as established by the Committee is \$2,000.00. This \$2,000 deposit will be refunded upon completion of all work, improvements and landscaping, issuance of certificate of occupancy and upon acceptance by the Architectural Review Committee, **provided** there is no damage by the Owner and/or his Contractors or agents to public and private improvements, common areas, or other lots within the community and all trash and debris have been disposed of on a timely basis according to these Whittington Architectural Design Guidelines. In the event Declarant finds he must intervene in order to resolve any job site issue, i.e. non-compliance with any approved submittal, trash or mud removal, silt fence installation or maintenance, access drive conditions, litigation or the threat thereof, other issues whether addressed under these guidelines or not, the damage deposit shall be forfeited to the extent these funds are used to resolve the issue or to pay fees. Declarant is not obligated to intervene but can and will intervene if Declarant is of the opinion that intervention is necessary to protect the interest of other lot owners, Declarant or the Whittington Community. Payment of the deposit and fee shall be made with two separate checks in the amount of \$2,000.00 for damage deposit fee to Whittington Architectural Review Committee ("ARC") and \$1,500.00 to Whittington Architectural Review Committee. In the event said Deposit is reduced because of some act of, action or failure to act or noncompliance by Owner as stated herein, then upon demand of the ARC the Owner shall within fifteen (15) days, restore the balance to the amount set forth in this paragraph. The process of the Property Owner restoring the damage deposit amount (\$2,000.00) shall continue until such time as all disputed issues are fully and finally resolved and all attorney fees, site fees, and expenses of litigation and/or arbitration and/or mediation have been paid in full.

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If Applicant purchases approved plan from Declarant's designated architect and landscape architect, then the ARC review fee will be waived.

The Applicant acknowledges that the ARC has the right to deposit such damage deposit in an interest bearing account as designated by the HOA. The Applicant hereby agrees that all such interest that accrues on the damage deposit shall be earned by the HOA and become the property thereof. Applicant hereby waives any rights in and to the interest so accrued.

SECTION. III. REQUIRED DOCUMENTATION FOR SUBMITTALS

A. USE AND APPROVAL OF DESIGN PROFESSIONALS

All plans and specifications for new structures and additions to existing structures must be prepared or approved by an architect licensed by the State of Mississippi. All plans and specifications for new and additions to landscaping/site/grading must be prepared or approved by a landscape architect licensed by the State of Mississippi. (Please refer to Appendix 2 – Submittal Plan Checklist – Reference B.

B. BUILDER REQUIREMENTS:

(1). Builders Approval

To become an approved builder in Whittington, the builder/ contractor shall complete, submit, and have approved **Form A** with appropriate attachments (Refer to Appendix 1 herein). The Builder Provisional Approval is based on the application with the intent of only the first project within Whittington. Strictly adhering to Architectural Control shall set grounds for future projects within Whittington. Failure to comply with the Whittington ARC, these Architectural Design Guidelines, and the DCR may result in further projects being disapproved or revoked. Failure to comply with these items will result in the use of the damage deposit for any repairs, cleanup, or fines incurred pursuant to ("Section II.E." herein) without notice to the Applicant.

Additionally, the ARC, on behalf of the HOA, may enforce any of these Architectural Design Guidelines to the extent necessary pursuant to the DCR, including a judgment against you and/or the property for the amount expended to remedy the situation and all costs incurred therewith including the costs of litigation or the threat thereof.

(2). Property Owner's Approval

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To build a home on your intended lot, the Property owner shall have an approved builder on file with the Whittington ARC. The Property Owner shall follow all steps in the Design Review Procedures, the Architectural Control Procedures, and the General Rules for All Property Owners Contractors and Service Personnel (Refer to Section VII. herein).

D. SUBMITTAL REQUIREMENTS:

(1). Design Review

NOTE: The complete submittal package as described below must be submitted at least 30 days prior to the date you wish to start construction.

1. Shall have two signed and dated copies of the Whittington Architectural Design Guidelines in effect at the time of submittal. One for ARC records. One for the Applicant.
2. Shall have a builders approval on file with the Whittington ARC
3. Shall have a copy of the filed deed to the lot under review (Proof of Ownership to Lot)
4. Shall have completed Builder Application (**Form A**) (Refer to Appendix 1 herein)
5. Shall have completed Design Review Application (**Forms B**) (Refer to Appendix 1 herein)
6. Shall have a check for the Architectural Review Committee Fee (**\$1,500.00**)
Make Check Payable To: Whittington Architectural Review Committee
(REFER TO APPENDIX 1 – SCHEDULE OF FEES – FORM I)
7. Shall have a separate check for the Damage Deposit (**\$ 2,000.00**)
Make Check Payable To: Whittington Architectural Review Committee
(REFER TO APPENDIX 1 – SCHEDULE OF FEES – FORM I)
8. Shall have three (3) complete sets of construction drawings (bound together) and PDF. The construction drawings shall include, but not be limited to the following:
 - Site Plan
 - Grading Plan
 - Landscape Plan
 - Foundation Plan
 - Floor Plans
 - Elevation Plans (All Elevations)
 - Roof Plan
 - All Plan Sections and Details

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- Electrical Plans
- HVAC Plans

9. Complete Construction Specifications (**Appendix 1-Form C**)
10. Proposed Construction Schedule

E. PLAN REQUIREMENTS:

Please refer to and use the "Submittal Plan Checklist, Located In Appendix 2 Reference B All applicable information requested in these check lists must be on the plans. Incomplete information will result in the submittal being rejected.

SECTION. IV. DESIGN REVIEW PROCESS AND ARCHITECTURAL CONTROL PROCEDURES

A. REVIEW OF DESIGN SUBMISSIONS:

The ARC has established the following procedures for review of all construction documents, plans and specifications. The applicant for design review is encouraged to contact the ACC for clarification of the Architectural Design Guidelines. Final design approval shall be effective for a period of six (6) months from the final approval date: thereafter, commencement of construction shall require re-approval. The application for approval, fee and all other materials specified herein for Committee consideration shall be sent to:

Whittington
c/o Sam Coker
3670 Lakeland Lane
Jackson, MS 39216
601.932.3035

It is the sole responsibility of the Property Owner to acquaint his or her architects, advisors and Contractors with the architectural review process and the Architectural Design Guidelines, compliance with the design review process and the architectural design guidelines being the joint and several obligations of the Property Owner and his agents and contractual participants. Compliance with all local and state governmental regulations and obtaining all necessary permits and fees shall be the obligation of the Property Owner. The ARC shall not consider applications from parties who do not own the proposed lot for which the submittal is to be reviewed.

It is important to understand that any deviation from this process may cause unnecessary delays and / or additional costs to the Property Owner, as well as revocation of building permits and/or withholding a certificate of occupancy. If, at the time of submitting the application and the presentation of various documents and

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materials to the ARC in support of owner's project, and such documents and materials are considered inadequate or in some respects do not meet a) requirement(s) or b) standard(s) set forth herein for the proposed improvements, the Property Owner shall effect such changes, amendments or clarifications as necessary to meet and comply with the specifications and requirements of the Architectural Design Guidelines as interpreted or recommended by the ARC. For the second or for any subsequent hearing for the consideration of Property Owner's petition and presentation of supporting materials, the Property Owner shall pay to Whittington the amount of \$200.00, which amount shall be tendered at the time of filing for the rehearing of the ARC. **(Appendix 1- ARC Schedule of Fees – (Form I)**

B. ARCHITECTURAL CONTROL PROCEDURES

- (1) The Applicant shall submit the Required Documentation for Submittal (Section III D) The ARC strongly recommends the applicant become familiar with the Whittington DCR and the Architectural Design Guidelines prior to obtaining an application.
- (2) The ACC will send an approval / disapproval letter within thirty (30) days after review of submitted plans. If disapproved, the Applicant should consult with the ACC on the procedure to bring the plans within guidelines
- (3) If approved, the applicant shall schedule a pre-construction site meeting with the ACC, ACI and City Building Inspector to discuss all items pertaining to the pre-construction site meeting sheet **(SEE FORM D)** This meeting is required before the ARC will release the City of Madison to issue the Site Excavating Permit. The applicant shall schedule a site meeting with the ACC / ACI for approval of silt fence and temporary gravel driveway all items on this form must be complete. This form must be signed before the ACC will release the City of Madison to issue a building permit.
- (5) Construction may commence upon receipt the required permits from the City of Madison, and the applicant notifying the ACC / ACI of their intent to begin construction
- (6) The applicant shall schedule a site meeting **(SEE FORM D)** with the ACC / ACI for approval of elevations. The applicant / builder shall commence construction after the approval of the elevations has been given by the ACC / ACI.
- (7) The applicant shall schedule a site meeting **(SEE FORM F)** with the ACC / ACI for approval of street sidewalk and driveway apron. The applicant / builder shall commence construction after the approval has been given by the ACC / ACI.
- (8) The applicant shall schedule a site meeting **(SEE FORM G)** for final construction

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approval before contacting the City of Madison for certificate of occupancy inspection.

- (9) The ACC / ACI shall provide the applicant(s) or builder with a list of items to complete before final approval.
- (10) The applicant shall then contact the ACC / ACI to confirm that all items have been completed.
- (11) The ACC may then give Final Compliance Approval. The ACC will notify the City of Madison that the construction is in compliance with ARC approved plans. The City of Madison will issue a certificate of occupancy after their final inspection requirements have been satisfied.
- (12) The refund of Applicants damage deposit, minus any clean-up, repair, expenses or fines, will be refunded to the original payee unless otherwise noted by a written verification. This damage deposit shall be refunded only after all work is completed and a final approval has been issued.
- (13) Upon final approval by the ACC, a Certificate of Compliance shall be filed within thirty (30) days on the owners' lot in the office of the Chancery Clerk of Madison County. This Certificate of Compliance shall release the Notice of Necessity to Comply.

SECTION. V.

SITE PLANNING & LANDSCAPING DESIGN

A. INTRODUCTION

To insure that the overall beauty of the community is preserved and enhanced, the Architectural Review Committee has the authority to approve or disapprove landscape plans for individual residences. Whittington has been carefully planned, utilizing the natural features of the site whenever possible. Roadways and walks have been designed to respect and take advantage of existing natural features throughout the site. It is the intent of the Architectural Review Committee to maintain this level of sensitivity to the landscape as Whittington develops. A major determining factor of good landscape design should always be the architecture and location of the residence. The Architectural Review Committee will take into account various relationships of the house to the site, surrounding homes, views, breezes and other factors when reviewing specific landscape plans.

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B. PRESERVATION OF NATURAL FEATURES

Throughout Whittington many fine, mature individual trees exist. Many are located in prominent view from our streets and roads giving them special significance. The community has taken a positive step toward the recognition and protection of such trees by requiring approval by the Architectural Review Committee to remove any tree on any building lot with a trunk diameter of four (4) inches at four (4) feet above natural grade. Wherever practical, natural property line buffer areas will be encouraged for lots in the woods.

Fundamental to the design criteria is the need for gardens and lawns to harmonize with the native terrain and natural beauty of the community. Property Owners are encouraged by the Committee to landscape their lots with plants that are indigenous (native) to the Central Mississippi area, and to leave untouched as possible the existing vegetation and natural amenities of the site.

The Architectural Review Committee will take into consideration elements of the individual landscape plan and plant materials selected in the approval process.

C. LOCATION OF HOUSE ON SITE

Observations and Recommendations: Various soil materials and conditions exist throughout the property, and accordingly each Property Owner is strongly encouraged to have the soil tested. The setting of a house is a critical and important design decision. The plan concept developed for each property owner should reflect functional needs, yet sensitive to the site's unique characteristics and inherent design opportunities. The larger lots and open vistas of our Community will mean most dwellings will be seen from many different angles and views. It is therefore important that the three dimensional character of each home be carefully studied.

It is desirable for the homes of our community to exhibit the individuality of their owners. Nevertheless, it is important that they observe basic design principles inherent in good architecture and site planning. The following questions should be asked:

- * Is the residence located on the site with a minimum disruption to the natural topography, drainage, and existing landscape features? Will the various building materials allow for a pleasing harmonious exterior appearance to the residence? Are the colors appropriate and used with restraint?
- * Is there a consistent scale used throughout the design for construction of the residence? Each element shall be designed so as not to be out of proportion to any other.

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- * Are the specific features of the architectural style well developed and carefully detailed? Have these features been researched to resemble a certain degree of authenticity?

The Architectural Review Committee shall consider each site independently, but shall give extensive consideration to the impact of individual plan upon adjacent homesites and view corridors. Care shall be taken to locate each structure, whenever possible, so as not to infringe upon corridors, adjacent structures and homesites, and natural amenities of these areas.

Considerations in this regard include:

- Physical terrain of the site.
- Views from the home site.
- Views to the home site from adjacent lots.
- Natural amenities:
 - Existing landscape
 - Existing water and drainage channels
- Driveway access.
- Height of structures.

D. BUILDING REQUIREMENTS

(1) Minimum Dwelling Sizes

(Refer To Appendix 2 – Building Requirements - Reference C.

Minimum Dwelling Sizes and Building Setbacks dimensions are set out in the Declaration of Whittington, as the same may be altered or modified by any act or allowance of the Architectural Review Committee within the purview of its powers or as set forth in the deed of conveyance from the Developer.

The Architectural Review Committee reserves the right to deviate from stated minimums where circumstances necessitate and where benefits will accrue to the community.

(2) Minimum Building Setbacks

(Refer To Appendix 2 – Building Requirements Reference D.

For some building lots within the community it may be impossible or inadvisable to develop the lot according to these standards due to natural terrain, lot configurations, and/or proximity of adjacent structures. Therefore, the Committee may approve specific deviations to these setbacks which it believes will be beneficial to a specific homesite or to an adjacent homesite and the community as a whole.

E. GRADING AND DRAINAGE

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(1) Grading Concept for Development

The design and development concepts of the Community call for the maintenance of the environment in its original condition insofar as possible. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts any surrounding area. For this reason it will be required that each Property Owner handle the runoff that naturally occurs on his or her site by adequately sloping all areas so that runoff can be directed to the natural drainage areas or to storm drainage facilities. Neither the Association nor the Developer is responsible for maintenance of drainage areas except in common area or Developer owned property, respectively.

The Architectural Review Committee is keenly aware that whenever possible, structures should be designed to the specific lot. It is important to remember that the beauty of our development is the land and its natural features, and that the architecture should compliment and enhance rather than compete with or destroy this beauty.

In order to help insure compliance with this philosophy, a grading plan shall be required. All grading reviews shall be subject to the jurisdiction of the Committee and shall be considered individually for each lot. Recommendations or demands will be based upon individual lot locations, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the Committee feels impact upon the site grading design. Soil tests conducted by competent professionals are strongly recommended to all Property Owners.

Grading shall be designed to maintain natural drainage patterns and not to shed water onto neighboring lots. Runoff shall be maintained on subject lot until discharged at development storm drainage provisions or natural discharge point. Run off shall not be concentrated as to create issues downstream. Proposed erosion control measures are to be shown on the grading plan at time of submittal. A separate erosion control plan can be submitted if needed for clarity.

Our hills provide beauty but require extra care in erosion control. Prior to alteration of any grade, or other "dirt work", every lot shall have installed a rock access drive and proper silt fencing installed to 4" below grade with hay bales on site to place at concentrated access points during inclement weather. The Contractor and Property Owner are jointly responsible for maintaining erosion control on the lot throughout the construction process and at all times thereafter.

In the event Developer becomes aware of an erosion problem or that silt fencing has not been installed as described herein or is not being properly maintained, or hay bales are not placed to stop erosion at access points in a good faith effort, Developer may either (a) notify Contractor to correct the problem, or (b) if the situation or condition mandates same, Developer or the Association may correct

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the problem without notice or liability to Contractor or Property Owner. In the sole and unfettered discretion of Developer or the Association, it is agreed that the damage deposit may be used to the extent necessary to effect a cleanup of streets, lakes or nearby lots and/or common areas, resulting from improper lot erosion controls and such may be performed by the Association or the Developer, with the expense of cleanup assessed to the Property Owner of the lot causing damage. Forfeiture of the deposit shall not limit Property Owners' liability for any cost or expense associated with securing compliance with these requirements or any other terms and/or conditions of these Architectural Design Guidelines. Non-compliance and/or lack of cooperation by Contractor or Property Owner with these erosion control guidelines or any other terms and/or conditions of these Architectural Design Guidelines may result in stoppage of construction and/or resort to any other remedy available to Developer at law or in equity.

(2) Finished Floor Elevations

The elevation of the lowest habitable floor in any dwelling shall be such that it ensures proper drainage away from the dwelling and ensures passage of storm water runoff without detriment to the dwelling, but such elevation shall be approved by the Architectural Review Committee. The Builder of the dwelling on each Lot shall excavate, fill, grade and shape the dwelling foundation, landscaped areas, and lawn areas to drain and not impede, interfere or impound storm or irrigation water runoff from adjacent Lots.

F. DESIGN CRITERIA

(1) Sidewalks

Observations and Recommendations: Sidewalks and driveway aprons are often minimized by a Developer, Homeowner, or Builder. The result is a lost opportunity to make a beautiful addition to the landscape.

Each dwelling shall have a concrete sidewalk along the entire frontage of each and every street on which the Lot abuts. This sidewalk shall be placed in accordance with the landscape plan approved by the Architectural Review Committee. The street sidewalk and driveway apron can only be constructed of concrete. No color concrete is to be utilized.

The construction and subsequent existence of this sidewalk shall constitute the granting of permission to use said sidewalk to all persons who use it in a safe and reasonable manner.

Should the dwelling have a sidewalk / driveway leading from the street sidewalk to an entrance of the dwelling, this sidewalk shall be either concrete with similar

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jointing or an approved material such as brick or bluestone. Any sidewalk or driveway of any material other than concrete must start at the back edge of the street sidewalk.

To ensure that the highest quality and uniformity standards are followed throughout Whittington, strict guidelines have been set forth with regard to sidewalk and drive apron paving and by selecting approved subcontractors.

The building contractor shall be responsible for the coordinating and hiring of an ARC approved subcontractor to form, pour, and finish all sidewalks along the entire frontage of each and every street on which the lot abuts.

An authorized representative of the Architectural Review Committee must approve all hardscape forms for sidewalks, driveways and driveway aprons prior to pouring / placing any concrete. (SEE APPENDIX 1 – FORM G-3)

Walk Specifications

**SEE DRIVEWAY APRON AND SIDEWALK DETAIL
(APPENDIX 3 – DETAIL A)**

NO WOOD JOINTS ALLOWED

- 48" Wide
- locate 36" from the back of the street curb (No exceptions unless approved)
- minimum 4" thick, 3,000 p.s.i. concrete
- reinforce with 6x6x10 Gauge welded wire mesh
- The street edge of the sidewalk shall be +1" above and consistent with the top of curb grade.
- the walk shall have a 1" rise from front edge to back edge
- walk surface shall receive a medium broom finish perpendicular to pedestrian traffic
- 1" deep tooled control joints required @ 4'-0" O.C.
- ½" asphalt impregnated expansion joints required @ 16' O.C., at the driveway apron and at existing adjacent property sidewalks
- all edges to be tooled with ½" radius edge tool
- The street sidewalk can only be constructed of concrete. No pattern sawing, stamping or staining allowed.

(2) Driveways

Each dwelling shall have as an appurtenance thereto a driveway of concrete or other approved material.

The building contractor shall be responsible for the coordinating and hiring of an approved subcontractor to saw cut curb & gutter, set forms, pour, and finish all driveway aprons that fall on that particular site.

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An authorized representative of the Architectural Review Committee must approve all hardscape forms for sidewalks, driveways and driveway aprons prior to pouring / placing any concrete. (SEE APPENDIX 1 – FORM G-3)

Driveway Apron Curb Cut Specifications

- the curb to be removed shall be saw cut completely thru perpendicular to the curb at the ends of the proposed driveway radii
- the gutter shall be saw cut completely thru in the gutter line as close to the face of the curb as possible for the full width of the proposed driveway apron. The concrete curb must be removed and hauled off immediately.

Driveway Apron Specifications

SEE DRIVEWAY APRON AND SIDEWALK DETAIL (APPENDIX 3 – DETAIL A)

- 16' maximum drive width
- 30' maximum apron width
- minimum 4" thick, 3,000 p.s.i. concrete
- reinforce with 6x6x10 Gauge welded wire mesh
- the apron surface shall receive a medium broom finish
- The apron shall extend from the street to a point seven (7') feet from the back of curb at which point it will intersect with the back edge of the sidewalk.
- The finished edge of the driveway apron at the gutter shall be 1 ½" above the gutter flow line.
- The apron curbs shall be shaped to match the street curb profile.
- the curb shall terminate at the front edge of the sidewalk and at the same elevation.

(3) Lawn Areas

Though Property Owners are encouraged by the Committee to landscape their lots for individual beautification, any front yard area considered lawn area shall be solid sod with the lawn species noted on the landscape plan to be submitted. Additionally, any area of lawn between the sidewalk and the street shall be considered as the Owner's front lawn, and may be landscaped or kept in its natural state as shall be mutually agreed upon by the Property Owner and the Committee. If any landscaping is to be installed in phases, this must be noted and designated on the Landscape plan. If there are no phases noted, the entire landscape plan must be installed as submitted prior to occupancy. Irrigation system is required

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(4) Walls, Fences

Walls and fences should be considered as an extension of the architecture of the residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. Walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views. Fences, walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. All walls, fences, and their location shall be shown on the plans and subject to approval by the Architectural Review Committee prior to their installation. Fence can only extend ½ of the house on the side yard. The area between dwellings may be improved to provide a private courtyard for the exclusive use of the Property Owner. Such areas may be private and screened from view. Illustrations showing the general appearance, size, finishes, and materials of proposed walls, fences, and vertical elements shall be included with Site Plan submittal. Wood fencing must be good neighbor cedar with 6x6 posts and no greater than 6', unless approved by ARC.

Lots 133-155 and 111-102 are required to have Iron or Wood (approved) rear fencing (lot 134 iron only)

Lot 123-133, 17-21, 44-51, 96-98, and 84-89, 102-112 are required to have Iron (approved) fencing

(5) Piers

No piers are allowed on Whittington lake

(6) Decks

All decks must be approved by the Architectural Review Committee and, except in designated common areas may be prohibited at the Committee's sole discretion.

(7) Swimming Pools, Therapy Pools, Spas, Tennis Courts

No above grade pools, tubs, or the like shall be approved.

The location of swimming pools, therapy pools and spas (including hot tubs) or tennis courts should consider:

Indoor/outdoor relationship: The shape, color and siting of swimming pools or tennis courts shall be carefully considered to achieve a feeling of compatibility with the surrounding natural and man-made elements. Tennis courts as well as pool and equipment enclosures shall be architecturally related to the house and

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other structures in their placement, mass and detail. (NO LIGHTED TENNIS COURTS ALLOWED)

(8) Mailboxes

Each dwelling shall have a mailbox which is uniform throughout the community and which is approved by, or meets in every respect the requirements set forth by the Architectural Review Committee, which Committee may require its purchase from the Association or specified vendor. House numbers should hang below the bottom of the mailbox perpendicular to the street.

(SEE APPENDIX 3 – MAILBOX DETAIL – DETAIL C)

(9) Service Yard/Utility/Equipment

Each dwelling shall have as an appurtenance a fenced or screened area to serve as a service yard for garbage receptacles, storage receptacles, electric and gas meters, firewood, air conditioning equipment and permitted antennae. These and other unsightly objects, fittings and materials shall be so placed or stored that they are concealed from view from any street, common area or community facility. Screen fence shall be opaque and of sufficient height to screen utilities and items enclosed from view. Fencing type shall be illustrated in submittal.

(10) Landscape Lighting

Exterior pool and landscape lighting shall not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and they should be as close to grade as possible. All exterior lighting shall be approved by the Architectural Review Committee prior to installation.

(11) Satellite Dishes

Satellite dishes are prohibited.

(12) Basketball Goals (limited to Estate Lots only)

Permanent basketball goals fixed in the ground/ driveway are permitted in Estate section only but not portable goals. No portion of the goal can be mounted to the house.

(13) Hardscape

All proposed hardscape/ exterior constructed features, such as patios, decks, walls, walks, spas, pools, drives, walks must be depicted & dimensioned on the site plan, grading plan & landscape plan. All proposed materials & finishes must be noted.

(14) Landscape

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The landscape plan shall be designed to enhance or accentuate the architecture of the residence and shall be appropriate to the character of the residence. Existing trees shall be preserved and incorporated to provide an appearance of maturity. Mature plant material sizes shall be considered when determining locations for plant material.

Plant material sizes-At time of planting:

- Minimum Shade Tree Size- Minimum 2" caliper-Minimum 12'-14' ht (Shade Trees are defined as trees with expected mature heights of greater than 30')
- Minimum Medium Tree Size-Minimum 1.5" caliper-Minimum 10'-12' ht (Medium Trees are defined as trees with expected mature heights of less than 30')
- Multi Trunk Trees-Minimum 3-5 trunks, 8'-10' minimum height
- All shrub plant material shall be a minimum of 18" at time of planting however plant material sizes shall be appropriate to location and scale. Larger plant material sizes may be required depending upon specific circumstance. Irrigation system is required for entire lot.

SECTION VI. ARCHITECTURAL DESIGN

Observation and Recommendation: It is not the intent of these guidelines to dictate a specific architectural style but rather encourage a community of outstanding individual architectural designs.

A. INTRODUCTION

Terms such as "sound design" and "good taste" are difficult to describe and even more difficult to judge. Beauty may be in the eye of the beholder but overall aesthetic harmony of the community shall take precedence over a single architectural statement, particularly if that statement is a radical departure from what the general public perceives as "good design". One ill-conceived or architecturally experimental home can greatly detract from the visual continuity of the overall community as well as affect surrounding property values.

For these reasons the following elements are to be avoided:

- * Harsh contrasts of colors and/or materials.
- * Illogical or inappropriately scaled building elements.
- * Poorly conceived and executed details.
 - * Experimental or extreme interpretations of the tenets of a particular Architectural style.

The following elements are to be encouraged:

- * Appropriate and intelligent selection of details.
- * Well designed floor plans.
- * Sensitive interpretation of styles within constraints of budget site.
- * Attention to scale, staying within the traditional or classical range proportions.

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* Where deemed appropriate, Architects and Designers encouraged to consider:

- angular and/or profiled fascia board
- exposed, shaped rafter tails
- bracketed soffits
- the use of dull earth tone or weathered finish at eave/fascia/soffit to correspond to roofing rather than white paint.
- Overhang at gable ends should be less than at other areas of the roof; properly proportioned eave returns at gable ends preferred to "block" eave returns; overhangs at dormers should be proportionately less than overhang at the major roof.

B. DESIGN CRITERIA

(1) Building Orientation

All Buildings shall be located to front towards and relate to the street, both functionally and visually, to the greatest extent possible. The majority building orientation will be toward the main street and not toward parking areas, with the exception of homes with front auto courts.

(2) Corner and Multiple Frontage Buildings

Buildings with two or more facades visibly exposed to a street or common area or located on a Special Focus lots as identified specifically, or determined by the ARC, will be designed to respond to these more prominent locations. Such buildings will have massing and/or other treatments on all exposed facades which will be treated with the same architectural quality and detail. The primary orientation of such buildings for the purpose of establishing front entries shall be towards the main or primary street or as determined by the ARC.

(3) Exterior Millwork

If used, window mullions shall be true or simulated divided lites which are appropriate to the architectural style of the house. **Snap-in or removable mullions/ grids are strictly prohibited.** It is expected that all divided Windows and French Doors be true divided light, and constructed from wood. **Windows shall be wood or wood clad as approved by the ARC. Aluminum / Metal windows are prohibited.** In general, the typical 6'-8" head height is prohibited, unless otherwise approved by the ARC. Window types, sizes, style, trim, and location shall be appropriately designed and selected to be compatible with the homes overall design, style, and character. All window treatments/curtains that are visible from the street shall be white or lined with a white material. All Garage windows shall be treated with full length closed inside shutters or pulled curtains with white lining.

(4) Garage Design and Garage Doors

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The location, massing, and scale of a garage will not compete with or overwhelm the primary body of the house. Garage design, materials and detailing should be similar in quality to the house. A garage which is visible from the street or public view will receive careful design attention and should complement the primary facade.

Each dwelling shall have a garage for not less than two traditionally sized automobiles manufactured in the United States. Garages shall have multiple wood or steel raised panel garage doors, each door being one car width (8'-10'), and minimum 8' in height, with a minimum of 4 sections, equipped with automatic garage door openers

Flush plank metal embossed doors are acceptable on all non-carriage house type garages. These style doors must have carriage house style hardware to appear operable. Typical "false panel" steel doors are not acceptable when the door is visible from the street or public way.

Garage doors will be recessed 30" within the wall plane or pergola, porch type roof can be extended above to minimize the impact. Garage doors shall also be painted a dark or "recessive" color in lieu of typical lighter trim color to minimize the scale or impact except in rare opinions to the contrary by the Architectural Review Committee, only side and rear loading garages will be permitted. Only carports opening to the rear of the dwelling shall be permitted. No garage or carports may open to the rear on lots abutting a lake

(5) Garage Usage

Except for unusual circumstances, a Property Owner of a Lot shall keep his automobile parked in his garage. All garage doors shall be kept closed except during period of the actual use thereof.

(6) Finish Floor / Finished Porch Elevations

The finished floor of the main house shall be a minimum of 12" above grade. Raised front porches shall have a minimum finished floor elevation of no less than 21" above grade, with 24"-30" being preferred. Exceptions may be granted on a case per case basis by the ARC.

(7) Ceiling Heights

First floor ceiling heights are required to be a minimum of 10'-0" and second floor ceiling heights are required to be a minimum of 9'-0" unless otherwise approved by the ARC.

(8) Roof Materials

Whittington Architectural Design Guidelines

Asphalt shingles (weatherwood or grey/black, no brown allowed), slate, wood shake, and Copper metal accents allowed. No metal or solid copper roofs allowed.

(9) Roof Penetrations

No plumbing vents or mechanical flues shall be allowed in the front or side elevation roofs. All penetrations must be behind the ridges of the front and side views. All Roofing penetrations shall be painted to match the roof color.

(10) Roof Pitches

The main roof structures on the front of a dwelling extending to the ridge shall be 8:12 pitch or steeper.

(11) Eave Heights

At least sixty-six percent (66%) of the ground story eave line shall be 11 feet or higher to the underside of the fascia board from grade level.

(12) Cornice and Rakes

The use of and appropriate selection, detailing and implementation of cornices and rakes is critical in obtaining approval for an appropriate house design. The construction documents shall contain details and selection which clearly illustrate the style, components, sizes, and location of any cornice and rake. Care should be taken to assure the details proposed are appropriate for the style, materials, and overall design of a home. All trim, soffits, fascias, cornices, and similar architectural trim elements shall be constructed of painted wood or alternate material approved by the ARC. Unless the house design dictates otherwise use the following as a design guideline. **Details are required on the submitted plans.** Eave overhangs to have Flush Rake design & Eave fascias shall be @ 45 degrees to horizontal. Continuous soffit vents or perforated soffit material, brick frieze width 11.5" Provide a min. 3-5/8 crown at the frieze board & soffit transition.

No aluminum shall be allowed

(13) Exterior Walls and Openings

To provide visual continuity throughout the development, it is recommended that the exterior wall surfaces be limited to brick, stone, cementitious siding

Whittington Architectural Design Guidelines

or cement stucco. Materials may be combined on a single house, but a single material should cover the majority of the home. **Material changes shall occur only at an appropriate inside corner.** All exterior openings as measured from finished floor to the top of sash or door cross rail must be 8 feet or higher.

(14) Exterior Colors: Color Palette/ Home Specifications

The palette of materials and colors for any building or improvements exterior walls and compounds such as trim, railings, posts, etc. shall be submitted for approval to the ARC prior to construction (Refer to “Appendix 1. **(Form F)**.” herein) All exterior colors should be tasteful and well coordinated. Certain lot types may be limited to a standardized color palette and materials.

(15) Columns, Column Base, and Cap

The use of and appropriate selection, detailing, and implementation of columns along with their relationship to the frieze board or beam is critical in obtaining approval for an appropriate house design. Whether square, round, milled, masonry, or built-up columns are appropriate to the design of the house, the details from the grade to the roof shall be properly designed. The construction documents shall contain details, and sections which clearly illustrate the style, components, size, and location of any column, and the relationship to the frieze board or beam. The outside face of any Column shaft will align with the outside face of the frieze board or beam above. The column cap shall project beyond the face of the frieze board or beam, both at the inside and outside face of the column shaft and beam above. The column base is typically larger than the capital and will be, or “appear” as, solid stone, brick, or wood. With special attention to detail, a design can maintain the desired image while providing proper ventilation as required. Visible aluminum vent blocks are inappropriate and are strictly prohibited. The foundation or porch edge shall be extended

beyond the edge of the frieze or beam above to allow proper column alignment.

This shall be properly detailed on the construction documents. All columns should be of wood, masonry, or a composite material and properly flashed to allow for a long lasting waterproof condition.

(16) Shutters

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If shutters are to be used they shall be appropriate to the architectural design and style of the home. Shutters shall be sized for their respective openings & shall be hung on hinges and held open with hold backs or shutter dogs. Shutter style, size and color shall be submitted for approval. Shutters which mount directly to the wall are not acceptable, they must be operable. Non operable shutters are acceptable but, must be recessed and appear to be operable with proper hinges. Shutters for doubled or grouped windows are not acceptable unless they are actually sized to match the total width of the opening.

(17) Gutters, Downspouts and Flashing

Flashing, Gutters and Downspouts, if used, shall be copper or bronze metal unless another material is more appropriate and approved by the Committee. Half round and ogee shaped gutters with round or rectangular downspouts shall be used where appropriate for the architectural design of a home. Downspouts should be located on the side or rear elevations of buildings. Downspouts will not be affixed to columns on front or front/side elevations. Whether or not any other material may be used for flashing, gutters and downspouts will depend in part on the extent of such use, its visibility, how well such material is integrated into the dwelling (structure) and its effect on neighboring dwellings (present or future). In this event, gutters and downspouts shall be painted to match the trim.

(18) Dormers

Dormers may be constructed in any style or form providing that they fall within traditional or classical proportions. Dormers will generally be composed as a secondary architectural element or form used in a functional or nonfunctional fashion to compliment the primary form of the main structure. The mass and composition will be composed in an understandable and straight forward manner and should maintain the character and style of the design. Overly complex and contrived forms, offsets, projections and the resulting roof forms are unacceptable. Rafter bearing heights, overhang dimensions, cornice, and rake details should be carefully studied and crafted to comply with the appropriate style. Typically, dormer roofs shall be hipped, gabled, shed, or arched depending on the characteristics of the main house style. In general dormers will be vertically scaled and proportioned and should tightly frame an appropriately sized and styled window. Dormer overhangs and rakes should be tight to the main body of the dormer and should be consistent on all four sides.

(19) Chimneys

Chimneys may be developed in any style or proper proportion but shall be constructed of **brick, stone, or hard coat stucco only**. Chimneys shall be appropriate to the architectural design of the building. In all events, the chimney should extend to the ground. Prefabricated spark arrestors shall be screened with a decorative chimney cap that has been approved by the ARC. Metal chimneys are strictly prohibited.

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(20) Remodeling and Additions

Remodeling and additions to existing homes are required to meet the same criteria as new construction, including Committee approvals.

SECTION VII. GENERAL RULES FOR ALL PROPERTY OWNERS CONTRACTORS AND SERVICE PERSONNEL

The following rules apply to all Whittington Property Owners, Contractors and Service Personnel while on Whittington premises.

A. In the event construction in the field differs from that which has been previously approved the ARC will address solutions as quickly as possible by conferring with property owner and Contractor as a first step. A halt to construction and/or withholding a certificate of occupancy are steps available to Developer via the covenants and the law, and Developer and the Association will aggressively enforce these guidelines. Inasmuch as the Builder is aware of and informed as to all terms and conditions of the Architectural Design Guidelines, any variance of construction from the approved plans will be presumed intentional by the Builder, and in addition to the remedies set forth above, that the Builder and principals thereof will be prohibited from subsequent construction projects in Whittington. Whether or not a variance is material will be within the sole and unfettered discretion of the Architectural Review Committee.

B. One of the key elements in setting the tone for a residential development is control of signage. **No signs**, other than Developer signage or a sign approved by the Architectural Review Committee to announce coming occupants, architects, and Builders for homes immediately starting or presently under construction, will be permitted. As of the date hereof, the only signage and information boxes approved (other than Developer signage) Copy is restricted as shown on Appendix "3" herein, i.e. only one name (which could be the Seller, Builder or Agent), and one phone number. There will be no "For Sale" signs or "Info Boxes" placed within the property or used in the community, except by Developer. Signs not in conformance will be removed and discarded and the associated cost charged to the Property Owner.

C. No material or equipment deliveries are allowed through the main entrances. All material and equipment deliveries are required to enter through the construction entrance. IT IS THE OWNERS & CONTRACTORS RESPONSIBILITY TO INFORM THEIR SUPPLIERS TO USE THE CONSTRUCTION ENTRANCE ONLY. Fines may be assessed for violations.

D. (1) No Trailer trucks transporting gravel, dirt or sod to be used for any purpose are allowed nor will they be permitted to use any street or easement in Whittington.

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- (2) No trucks, trailers or other vehicles hauling or transporting building materials shall use the main entrance but shall enter and exit through the construction entrance.
- (3) In the event there is any violation of this provision by any party providing or engaged in the above service, the lot owner or his contractor for whom the vehicle is engaged shall be liable for a **\$200 fee**, payable upon demand by the ARC; additionally such violation shall, at the ARC's option, ipso facto prohibit any further use or traversing of any street or roadway in Whittington until Declarant in writing grants permission of use. This prohibition is applicable to any individual or any other party violating this rule and to any company or entity as to which the party violator is an employee or agent.

E. Contractors are required to keep their job sites as neat and clean as possible. Trash and discarded materials will be **removed daily**. ALL trash stockpiled for removal shall be located on street side of lot until removed. There will be no stockpiling or dumping on adjacent lots or on streets. Trash not removed will be removed and the cost incurred therefore will be billed to the responsible party or deducted from the Damage Deposit.

F. Contractors will use only the utilities provided to the immediate lot on which they are constructing improvements. Landscaping, construction, maintenance, repair and restoration personnel and vehicles shall use the construction entrance.

G. (1) Any damage to streets and curbs, common areas, utility or drainage systems, street lights, street markers, mailboxes, walls, etc. will be repaired by ARC or Declarant with such costs to be the responsibility of the Property Owner and deducted from the Damage Deposit.

(2) For the first violation without damages, the owner and/or owners agent will receive a warning unless the violation is flagrant. On the second occurrence of such violation, at the discretion of the Board of Directors, Owner shall forfeit the deposit made under Section II.E., hereinabove, or make restitution upon terms and conditions suitable and satisfactory to the said Committee.

H. The established speed limit within the community is 25 miles per hour for construction vehicles, including light trucks and autos. Any violation may result in the termination of use of Whittington streets by the violator.

I. There will be no washing of any truck on the streets, on adjoining lots or on common areas. The residue or "left-overs" of any concrete delivery truck shall be washed out or removed while the vehicle is on the construction site, a process which shall be approved by the Property Owner since the Property Owner is ultimately responsible.

J. Operators of vehicles are required to see that they do not spill or allow any spill of any polluting, contaminating or damaging materials while within the Community. If spillage of a load occurs, operators shall report any spill and shall be responsible for immediate clean up. Such

Whittington Architectural Design Guidelines

cleanups done by Declarant or HOA personnel will be billed to and paid by the responsible party or at Declarant or HOAs' option deducted from the Damage Deposit.

K. If any telephone, cable TV, electrical, water, etc. line is cut or damaged, it is the Property Owner's responsibility to report such an accident to proper service company personnel within 30 minutes.

L. All personnel working in the community are to insure that they will keep all areas in which they work, or through which they travel, free of discarded materials such as lunch bags and refuse materials. Objects shall not be thrown out of cars and trucks. Stock piling of any materials on adjacent lots or common areas is not allowed.

M. Loud radios or noise will not be allowed within the subdivisions. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction or following construction.

No construction or construction traffic is allowed between 7:00 p.m. and 7:00 a.m. No construction is allowed on Sunday.

N. No shortcuts across lots are allowed

O. No vehicles (trucks, vans, cars, etc.) may be left in the subdivision overnight. All construction equipment and vehicles may be left on the site while needed, but shall not be kept or parked on the street.

P. Only bona fide workers are allowed on property. Wives may drive workers to site and pick them up, but shall not remain on the property unless they are actual employees of the subcontractor. No children will be permitted on the property unless they are bona fide workers properly and legally engaged in work at the site.

Q. No Contractors or Contractors' personnel will be permitted to hunt, fish or bring pets or boats inside Whittington.

R. No temporary storage trailers or buildings are allowed except as may be a necessary adjunct to construction.

S. The Property Owner is charged with giving the required notice of the terms and conditions hereof to his or her Contractor, laborer or service personnel, and shall be responsible for and insure their compliance with the conditions set forth herein.

SECTION VIII. PROCEDURES FOR VIOLATION OF COVENANTS AND ARCHITECTURAL DESIGN GUIDELINES

Whittington Architectural Design Guidelines

(1) A detailed description of the violation shall be maintained by the ARC or Management Company setting forth the name and address of the alleged violator, date of alleged violation and a detailed account of the alleged violation.

(2) The ARC or Management Company will then forward a letter to the owner setting forth the alleged violation as a warning notice within 7 days in which the Homeowner will be allowed to respond or rectify the alleged violation.

(3) If the alleged violation is not rectified or response received from the Homeowner, a 1st Violation Letter (\$50.00 Fine) will be sent via certified mail along with a Request for Hearing form. The Homeowner will then have 30 days to respond or rectify the violation.

(4) If the alleged violation is not rectified or response received from the Homeowner, a 2nd Violation Letter (\$100.00 Fine) will be sent via certified mail along with a Request for Hearing form. The Homeowner will then have 30 days to respond or rectify the violation.

(5) If the alleged violation is not rectified or response received from the Homeowner, a 3rd Violation Letter (\$200.00 Fine) will be sent via certified mail along with a Request for Hearing form. The Homeowner will then have 30 days to respond or rectify the violation.

(6) The alleged violator will have the right to due process and be able to pursue his/her appeal to the Board only within the allowed time period. If the alleged violator does pursue his/her appeal, the Board will hold a hearing at a regularly scheduled meeting. Once the Board has heard the alleged violator's position, the Board will then decide whether to enforce or to rescind the fine. (The hearing, discussion, and determination can be held in a closed meeting. Once the determination is made, the regular meeting will be reconvened, and the vote to accept or reject the appeal will be taken to the Board.) If the alleged violator does not appeal, this step will be omitted.

(7) If the board determines that the fine is to be levied, the Management Company is notified and the fine is assessed to the Homeowner's account.

(8) If the fine is not paid it shall be collected in accordance with the regular collection procedures used for unpaid assessments including liens, foreclosures, or judicial action.

(9) Notwithstanding the above, the fines and/or actions for Whittington entrance violations shall be as set forth in Section VII, Paragraph D -3. above.

SECTION IX. LOT/HOMEOWNER ASSESSMENTS

The Owners Association assessments are established each year, invoiced, and payable in advance annually. If payment for an assessment becomes delinquent for more than thirty (30) days the Board of Directors may impose at its discretion a daily penalty for such time as the payment is delinquent.

The Design Guidelines herein are not intended to amend, alter or supersede the Declaration of Covenants, Conditions and Restrictions for Whittington, as recorded in the office of the Chancery Clerk of Madison County. In the event these Architectural Design Guidelines conflict with said Declaration, the Declaration shall control. No approval of plans and specification, nor these Architectural Design Guidelines shall ever be construed as representing or implying that a structure is properly designed. Such approvals and standards shall in no event be construed as representing or guaranteeing that any structure will be built in a good

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workmanlike manner. It is the sole responsibility of the Lot Owner to make sure that construction meets the criteria of Whittington Covenants and Design Guidelines.

EXECUTED this 1st day of September, 2017.

BY: WHITTINGTON OWNERS ASSOCIATION, INC,
A Mississippi non-profit corporation

BY: _____
BARRY WOODWARD

BY: _____
CHIP TRIPLETT

APPENDIX 1 BUILDER APPLICATION FORM A

I. GENERAL INFORMATION:

COMPANY NAME: _____
CONTRACTOR NAME: _____
MAILING ADDRESS: _____
CELL PHONE NUMBER: _____
OFFICE PHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____

II. LIST PRIMARY LENDER AND THREE CURRENT CREDIT REFERENCES:

| BUSINESS NAME | ADDRESS | PHONE # | CONTACT PERSON |
|---------------|---------|---------|----------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |

III. LIST CUSTOMER REFERENCES:

| NAME | ADDRESS | PHONE# |
|----------|---------|--------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |

IV. ADDRESS AND DATE OF COMPLETION OF THE LAST FIVE HOUSES YOU BUILT:

| ADDRESS | LOT # | DATE OF COMPLETION |
|----------|-------|--------------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |

SHALL ATTACH ALL OF THE FOLLOWING TO BE CONSIDERED FOR SUBMITTAL:

V. ATTACH A COPY OF YOUR MISSISSIPPI BUILDERS LICENSE.

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- VI.** ATTACH A COPY OF YOUR LIABILITY INSURANCE (MINIMUM OF \$1,000,000.)
- VII.** ATTACH A COPY OF YOUR WORKMANS COMPENSATION INSURANCE.
- VIII.** ATTACH EXTERIOR PICTURES OF LAST FIVE HOUSES COMPLETED.
- IX.** PROVIDE FULL DISCLOSURE OF ANY LITIGATION PENDING OR ACTIVE.

THE INFORMATION PROVIDED IS TRUE AND ACCRUATE.

APPENDIX 1 DESIGN REVIEW APPLICATION FORM B

NOTICE: All submittal requirements shall be submitted to the Whittington ARC **as soon as possible**. The Whittington ARC meets on as “as needed” basis on or about each Tuesday of the month unless other wise noted by the Architectural Control Coordinator. The ARC will not meet without your complete plans, specifications and other applicable submittal material as required “in hand”.

APPLICANT INFORMATION

Date: _____ Lot Number: _____
Applicant: _____ Phase: _____
Contact Person: _____ Phone: _____
Mailing Address: _____

BUILDER INFORMATION

Name: _____ Phone Number: _____
Mailing Address: _____

ARCHITECT / DESIGNER INFORMATION

Name: _____ Phone Number: _____
Mailing Address: _____

LANDSCAPE ARCHITECT/DESIGNER INFORMATION

Name: _____ Phone Number: _____
Mailing Address: _____

TYPES OF REVIEW *check review(s) that apply

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_____ Initial Construction Review Fee _____ Re-submittal Review Fee
_____ Post-Construction Review Fee _____ Addition Review Fee

APPENDIX 1 HOME SPECIFICATIONS COLOR PALETTE FORM C

Heated & Cooled Square Footage: _____

IN ADDITION TO THIS SHEET THIS SAME INFORMATION MUST BE SHOWN **ON THE ELEVATIONS PLANS** BY LABELING THE ITEMS INDIVIDUALLY OR IN AN EXTERIOR FINISH SCHEDULE. THE DOORS, WINDOWS, GARAGE DOORS, COLUMNS, ALL INFORMATION MUST BE DRAWN PER THE SPECIFICATIONS AS INDICATED IN THE MANUFACTURERS BROCHURES.

EXTERIOR MASONRY & STUCCO FINISHES

Brick Selection: Brick Name _____
Modular Brick Size: (i.e. Standard or Queen) _____
Mortar Joint: (Raked) (Tooled) (Flush Cut) (Other) Specify _____
Mortar: Color _____
Cement Stucco: Finish Coat Pattern _____ Finish Coat Color _____
Brick Rub / Smear: ** Mortar Color _____
Stone: Stone Type: _____
Stone Mortar: Color _____

CEMENTIOUS SIDING

Cementious Siding: Finished Face Pattern _____

EXTERIOR TRIM

Cornice: Material _____ Paint Color _____
Wood Columns: Species _____ Paint/Stain Color _____
Manufactured Columns: Material _____ Paint Color _____

EXTERIOR ACCESSORIES

Shutters: Material _____ Color _____
Gas Lanterns: Style _____
Trellis: Material _____
Roof Canopy Brackets: Material _____

EXTERIOR DOORS

Front Entry Door: Material _____
Color/Stain _____
Door Manufacturer _____

Other Entry Door: Material _____
Color/Stain _____
Door Manufacturer _____

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Garage Doors: Door Manuf. _____ Door Series _____
Color _____

EXTERIOR WINDOWS

Exterior Windows: Material _____ Manuf. _____
Color _____

ROOF

Roofing: Material _____ Manuf. _____
Color _____

EXTERIOR HARDSCAPE

Driveway Materials: Concrete _____ Brick Pavers _____ Stone _____ Other _____

Driveway Finishes: Broom _____ Scored _____ Color _____
Pattern Size _____ Pattern Orientation _____
Brick Lay Pattern _____

Walk Materials: Concrete _____ Brick Pavers _____ Stone _____ Other _____

Walk Finishes: Broom _____ Scored _____ Color _____
Pattern Size _____ Pattern Orientation _____
Brick Lay Pattern _____

Patio/Courtyard/Terrace Materials: Concrete _____ Brick Pavers _____ Stone _____ Other _____

Finishes: Broom _____ Scored _____ Color _____
Pattern Size _____ Pattern Orientation _____
Brick Lay Pattern _____

Retaining Wall Materials: Concrete _____ Brick _____ Stone _____ Other _____

Brick / Stone Name _____

Modular Brick Size: (i.e. Standard or Queen) _____

Mortar Joint: (Raked) (Tooled) (Flush Cut) (Other) _____

Mortar Color _____

Fence: Material _____ Height _____ Fence Co. _____

Pool/ Spas: Material _____ Pool Contractor _____

Outdoor Structures: Owner / Contractor Must Provide Detail Plans & Specifications

Whittington Architectural Design Guidelines

APPENDIX 1 FORM D

LOT # _____

PHASE _____

ON SITE PRE-CONSTRUCTION MEETING

1. **After ARC Final Plan Approval**, the builder / owner must obtain an Excavating / Site Clearing Permit from the City of Madison prior to any work on the site. Once Permit is obtained & posted, **Builder/ Owner will need to set up the Initial Site Meeting.**

2. **Provide a portable toilet prior to starting any work on the site.**

3. Once a Excavating / Site Clearing Permit has been issued the contractor must notify the ARC of the proposed start / finish dates.

4. The ARC will allow the contractor to clear, grub the site and build the house pad prior to placing the silt / trash control fence; provided that Immediately upon completing the clearing, grubbing and house pad, the silt / trash control fence must be installed around the entire perimeter of the lot per Whittington Architectural Design Guidelines and the City of Madison Requirements. **The silt / trash fence shall be in place along the lake on waterfront lots prior to ANY site clearing or grubbing begins (No Exceptions).** All silt / trash fences shall be trenched and buried a min. of 4". All lake front silt / trash fences shall be reinforced with wire and lined with hay bales staked in place

NOTE: Any erosion onto the streets, adjacent lots or into lakes that occurs during the clearing and grubbing phase is the sole responsibility of the owner / contractor and must be cleaned up immediately. **(See Section II – D) Damage Deposit Policy**

5. The ARC also suggests that when possible leave a 5' to 10' undisturbed grass / natural area at streets, adjacent lots and lake frontage. This helps to control potential erosion issues. Additional silt fencing may be required by the ARC at any time if deemed necessary to prevent unforeseen erosion issues.

6. Construct the 16' x 30' temporary gravel construction drive per the ARC approved plans

7. Provide a temporary water meter

8. Provide a temporary power pole per the City of Madison and Entergy Requirements

10. **See VII. General Rules For All Property Owners, Contractors And Service personnel**

Permit from City of Madison
Clearing & Grubbing Complete
Silt/ Erosion Fence in Place
Temporary On Site Toilet
Temp. Water Meter Installed

Copy of Approved ARC Plans & Guidelines
House Pad/ Prep Complete
16' x 30' Gravel Construction Drive
Temp. Power per City & Entergy Regs.

Builder / Contractor

Whittington ARC Compliance Inspector

Date: _____

Date: _____

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**APPENDIX 1
FORM E**

LOT # _____

PHASE _____

SITE MEETING
OBSERVATION FOR APPROVAL OF ELEVATIONS

The Whittington ARC Compliance Inspector must meet with the Builder / Contractor at the site and sign this form before proceeding to the next phase of construction.

When the framing / block in phase is complete, including the cornice, soffit, fascia, brick frieze, windows, exterior doors, excluding the garage doors, the builder shall contact the person listed above and schedule a time to complete the required inspection. **A 24 Hour Notice Is Required. This inspection is to be held prior to contacting the City of Madison for brick-tie approval.** Strict compliance with the ARC approved plans is expected. Any deviation from the submitted plans and specifications will result in a STOP WORK ORDER. All Deviations from the approved ARC plans must be corrected prior to continuing construction.

Builder / Contractor

Date

Whittington ARC Compliance Inspector

Date

NOTES:

Whittington Architectural Design Guidelines

APPENDIX 1
FORM F

LOT # _____

PHASE _____

**SITE MEETING FOR APPROVAL OF
STREET SIDEWALK AND DRIVEWAY APRON**

The Whittington Architectural Compliance Inspector must meet with the Builder / Contractor at the site and sign this form before proceeding to the next phase of construction.

When the sidewalks, driveway aprons, driveways have been formed and all reinforcing and expansion joints are in place, the builder shall contact the person listed above and schedule a time to complete the required inspection. All sidewalks, driveways and driveway aprons must comply with the ARC approved plans and the Whittington Design Guidelines & Details.

Please pay close attention to the Whittington Design Guidelines for the sidewalks along the street and the driveway aprons. Failure to comply with the Whittington Design Guidelines will result in a STOP WORK ORDER. **Failure to comply with this required inspection could result in the removal of any out of compliance work that was performed.**

Builder / Contractor

Date

Whittington ARC Compliance Inspector

Date

NOTES:

Whittington Architectural Design Guidelines

**APPENDIX 1
FORM G**

LOT # _____

PHASE _____

REQUEST FOR FINAL APPROVAL AND CERTIFICATE OF COMPLIANCE

**THIS INSPECTION IS REQUIRED PRIOR TO CONTACTING THE CITY OF MADISON FOR A
FINAL INSPECTION AND CERTIFICATE OF COMPLIANCE**

**The Whittington Architectural Compliance Inspector must meet with the
Builder / Contractor at the site and sign this form.**

When all work is 100% complete as per the approved ARC plans and specifications submitted for the above address, the builder / owner / contractor shall contact the person listed above for an on site meeting . The builder / contractor will be given a list of items to be addressed before final ARC approval can be issued. Once all items on the list have been completed contact the person listed above to meet on site for final approval. The undersigned also acknowledges that he or she has read and fully adheres to the Section II (E) (Damage Deposit Policy) and its process in which to release any or all of the damage deposit.

NOTES:

Builder / Contractor

Date

Whittington ARC Compliance Inspector

Date

Whittington Architectural Design Guidelines

APPENDIX 1 ARC SCHEDULE OF FEES FORM I

All review fees shall be accompanied by a copy of the filed deed to the lot under review for proof of ownership. Each applicable fee shall be submitted with plans. All damage deposits and ARC fees shall be written out into two completely separate checks for depositing purposes.

1. New Residence Construction

- (a) Architectural Review Committee Fee \$1,500.00
Make **check** payable to **Whittington Architectural Review Committee**
- (b) Damage Deposit \$2000.00
Make **separate check** payable to **Whittington Architectural Review Committee**
- (c) Re-submittal Fee \$200 (If re-submittal is required for ARC Approval)
Make **additional** check payable to **Whittington Architectural Review Committee**

2. Additions To Residences

- (a) Residential Addition \$325 Fee --- (heated & cooled and non-heated & cooled areas)
Make **check** payable to **Whittington Architectural Review Committee**
- (b) Damage Deposit \$1000.00 (Residential Additions)
Make **separate check** payable to **Whittington Architectural Review Committee**

3. Free Standing Structures

- (If not submitted with the new residence construction submittal package)
- (a) Minor Review Fee \$150.00
Make **check** payable to **Whittington Architectural Review Committee**
- (b) Damage Deposit \$1000.00 (Residential Additions)
Make **separate check** payable to **Whittington Architectural Review Committee**

4. Accessory Structures

- (If not submitted with the new residence construction submittal package)
- (a) Minor Review Fee \$150.00 (Fences, Courtyard Walls, Pools, Spas, etc.)
Make **check** payable to **Whittington Architectural Review Committee**
- (b) Damage Deposit \$1000.00 (Residential Additions)
Make **separate check** payable to **Whittington Architectural Review Committee**

Whittington Architectural Design Guidelines

APPENDIX 2 SUBMITTAL PLAN CHECKLIST REFERENCE B.

SITE PLAN & GRADING PLAN REQUIREMENTS:

- _____ plans by registered land surveyor or civil engineer
- _____ Plans labeled with surveyor / engineer's name, present address and telephone number
- _____ drawn at 1" = 10'-0" scale (Estate Sites 1" = 20'-0")
- _____ Lot number and North Arrow
- _____ All adjacent streets to be shown with street names
- _____ show temporary bench mark location with MSL elevation
- _____ Property lines shown with distances
- _____ Setback lines with distances shown and labeled
- _____ Utility and construction easements shown and labeled
- _____ Adjacent lot numbers, lakes, common areas to be noted
- _____ Show all existing Appurtenances i.e. fire hydrants, phone pedestal, cable pedestal, water meter service stub out, sewer service stub out, power junction box, curb inlets, etc.
- _____ Show & label species of all trees 4" in caliper & larger measured at 48" above natural grade.
- _____ Indicate all trees 4" and larger in caliper to be removed
- _____ Show and label silt fence (locate inside property lines)
- _____ Show location of temporary gravel construction drive.
- _____ proposed house location with complete lay-out dimensions
- _____ show house MSL fin. Floor elevation
- _____ Show existing Contours at 1' intervals
- _____ Show finished contours at 1' intervals
- _____ show spot elevations at each corner of the house
- _____ Show finished floor elevations of all porches / patios / etc
- _____ Show Power entrance location
- _____ Show A/C condensing unit pad locations & method of screening
- _____ Show Proposed Mailbox Location
- _____ Show Garbage Enclosure
- _____ All proposed free standing or accessory structures, features, and improvements,
- _____ all pools, spas, courts (location, material, type, finish, and dimensions)
- _____ show walks and driveways with layout dimensions and spot elevations
- _____ Indicate materials, finishes, and dimensions
- _____ Show Driveway Apron drawn per ARC design guidelines (7' Radii)
- _____ front edge of the driveway apron shown and labeled at +1-1/2" above gutter flow line
- _____ Show expansion joint at 7' in from back of street curb with edge elevation at 2" above top of curb
- _____ show driveway apron curb terminating at front edge of and same elevation as the sidewalk
- _____ Show Street Sidewalk with layout dimensions.
- _____ Label front edge of sidewalk (maintain elev. +1" above top of street curb)

Whittington Architectural Design Guidelines

- _____ Show back edge of sidewalk walk +1" above front edge of sidewalk
- _____ Show and label expansion and control joint locations
- _____ Courtyard walls – lay out dimensions and heights
- _____ Retaining walls – layout dimensions and heights
- _____ fences – location, material and height (submittal plan required)
- _____ decks (Submittal Plans Required)
- _____ show patios / courtyards with spot elevations
- _____ show all proposed drainage features such as pipes, culverts, catch basins, head walls
- _____ Indicate all pipe invert elevations, top of catch basin elevations and top of head wall elevations.
- _____ Indicate storm drain pipe material and sizes
- _____ indicate termination point of roof water drainage system (If applicable)
- _____ Show and label all swales and other surface drainage, indicate direction of flow with arrows

Label on the site plans all hardscape materials (i.e. pavers, stone, concrete, etc) for driveways, sidewalks, courtyards, patios, etc. (must match (FORM F - EXTERIOR HARDSCAPE SPECIFICATIONS))

FINAL FOUNDATION REQUIREMENTS:

Home builders often wait until the on-site construction has begun to “work out” the foundation. This custom is precarious in hilly and / or wooded terrain. The planning and design of the foundation and its relationship to the elevations and grading plans submitted is very important. A foundation plan shall be presented as part of the construction drawings. Our approval of your foundation plan has nothing to do with the structural design or integrity; we are not qualified to discern such matters. We are particularly concerned with aesthetics, i.e. the appearance of the

foundation as it is integrated with the rest of the home, and with slopes that are too steep or that endanger trees. The depth of the exterior grade beam footings must agree with what is shown on the grading, site, landscaping, architectural floor plan and architectural elevations.

- _____ Do Foundation and Grade Plan elevations agree

Final Architectural Floor Plan Requirements:

Important: On the FACE of any page illustrating an exterior elevation, label on that page the manufacturer, material, and color with color number for each architectural element, including but not limited to siding, roofing, brick, stucco finishes(including finishes), gutters/downspouts, painted and/or stained surfaces. Color samples for all exterior elements MUST be provided to the ARC at the time of submittal. List manufacturer's specs /schedule for windows, doors, gas lamps, garage doors etc. Include specifics for all columns, shutters, steps, railings etc. (See Appendix 1, Form F) for reference guide.

DO NOT make substitutions without written approval from ARC.

Whittington Architectural Design Guidelines

- _____ Final Architectural Floor Plan to be drawn at 1/4" = 1'-0" scale
- _____ Architect's/Designer name, address and telephone number
- _____ Owners' name, present addresses and telephone number
- _____ Plan shall note heated and cooled square footage
- _____ meets minimum square footage requirements per subdivision phase
- _____ all exterior materials and finishes clearly defined and labeled on the elevations plans (roof, brick, stucco, siding, columns, shutters, flashings, steps, rails, etc.)
- _____ Homes Specifications/Color Palette completed with required samples
(Refer to Appendix 1. Form F herein)
- _____ Show Electrical Meter Base Location
- _____ Show Gas Meter Location
- _____ show phone and cable tv service entry points
- _____ ceiling heights 10' - 1st floor, 9' - 2nd floor
- _____ Chimney brick or cement stucco only.
- _____ Chimney cap required (copper or other arc approved material)
- _____ Three or more exterior veneers shall be discouraged
- _____ Doors and windows to be wood/ wood clad approved by ARC
- _____ Doors and windows - minimum header height 8'-0"
- _____ Door and window lites to be true or simulated divided lites
- _____ Shutters shall be hinged/ operable/ sized to openings
- _____ Single bay garage doors - minimum 8'-0" in height.
- _____ carriage house style hardware required on garage doors
- _____ Dormers: shall be traditional or classic proportions, tight fitting to windows.
- _____ Provide radius point information for all arches / eyebrows on elevation plans
- _____ All roof pitches less than 4:12 pitch shall be standing seam copper only
- _____ Main structure roof shall be 7 : 12 pitch or steeper
- _____ No plumbing or heat vent stack penetrations allowed front or side elevations
- _____ Penetrations noted on plans (to be painted to match roof)
- _____ cement stucco only
- _____ Exposed shaped rafter tails
- _____ Bracketed soffits

- _____ Contrasting earth tones vs. white eave / fascia / soffit
- _____ Overhang at gables ends less than other areas of roof
- _____ Properly proportioned eave returns at gable ends vs. bird box style
- _____ Eave return / overhangs at dormers proportionately less than at major roof
- _____ detailed sections of proposed eaves / cornices / rakes
- _____ detailed sections of methods to support brick / stone veneers at second floors that are not foundation supported
- _____ detailed sections at all porch beams (first and second floor)
- _____ Arches shown on front of house to match top of entry door radius
(refer to door manufacturer submitted specifications and brochure)
- _____ Provide radius point information for all arches / eyebrows on elevation plans

Whittington Architectural Design Guidelines

Final Landscape Plan Requirements:

Note on the plans all hardscape finishes, materials, dimensions and submit color and material samples with color manufacturer numbers where applicable. Include this information for all hardscapes (i.e. walkways, motor courts, driveways, pools, etc.)

- _____ Final Landscape Plan to be drawn at 1"=10'-0" scale
(Estates may be drawn at 1"=20'-0")
- _____ Landscape Architect's/Designer name, address and telephone number
- _____ Owners' name, present address and telephone number
- _____ All Property boundaries
- _____ Lot Number
- _____ North Arrow
- _____ All adjacent streets to be noted
- _____ All Existing trees (trees over 4" in caliper measured 4' above natural grade)
- _____ All Proposed trees (noting species, size, and caliper)
- _____ All Proposed shrubs & ground cover plantings (species, size, quantity and spacing)
- _____ All proposed lawn areas, noting location, limits, method of application (sod, seeding, hydro-mulching, etc.) and lawn species.
- _____ All front lawn areas to shall be sodded.
- _____ proposed structure MSL elevation
- _____ Driveways and sidewalks location, material, finishes with spot elevations
- _____ Proper driveway apron and sidewalk detail (Refer to Appendix 3 – Detail A)
- _____ All hardscape location, material, finish, and dimensions
- _____ All proposed free standing or accessory structures, features, and improvements.
- _____ All retaining walls / courtyard walls, fences, decks, piers.
- _____ All pools, spas, courts (location, material, type, finish, and dimensions)
- _____ Landscape lighting –low voltage, direct task, close to grade
- _____ Impact of surroundings -All adjacent lots, lakes, common areas to be noted

- _____ Are any phased plans for landscaping noted?
- _____ Service areas with proposed method of screening

Whittington Architectural Design Guidelines

APPENDIX 2 BUILDING REQUIREMENTS REFERENCE C.

1. Minimum dwelling sizes (continued) Exclusive of porches and garages, the heated and/or cooled living area for each dwelling, main house or residential structure constructed on a lot shall contain a minimum dwelling size as follows, to wit:

APPENDIX 2 BUILDING REQUIREMENTS REFERENCE D.

2. Minimum Building Setbacks (Setbacks based on Zoning Designation)
(All Setbacks are stated per Plat of Record.)

Zone R-4 (2500 sq ft min.):

Front Setback: 25 Feet
Rear Setback: 25 Feet
Side Setback: 5 Feet

* No dwelling shall be less than 20' between structures

Zone R-2 (2800 sq ft min.):

Front Setback: 30 Feet
Rear Setback: 25 Feet
Side Setback: 10 Feet

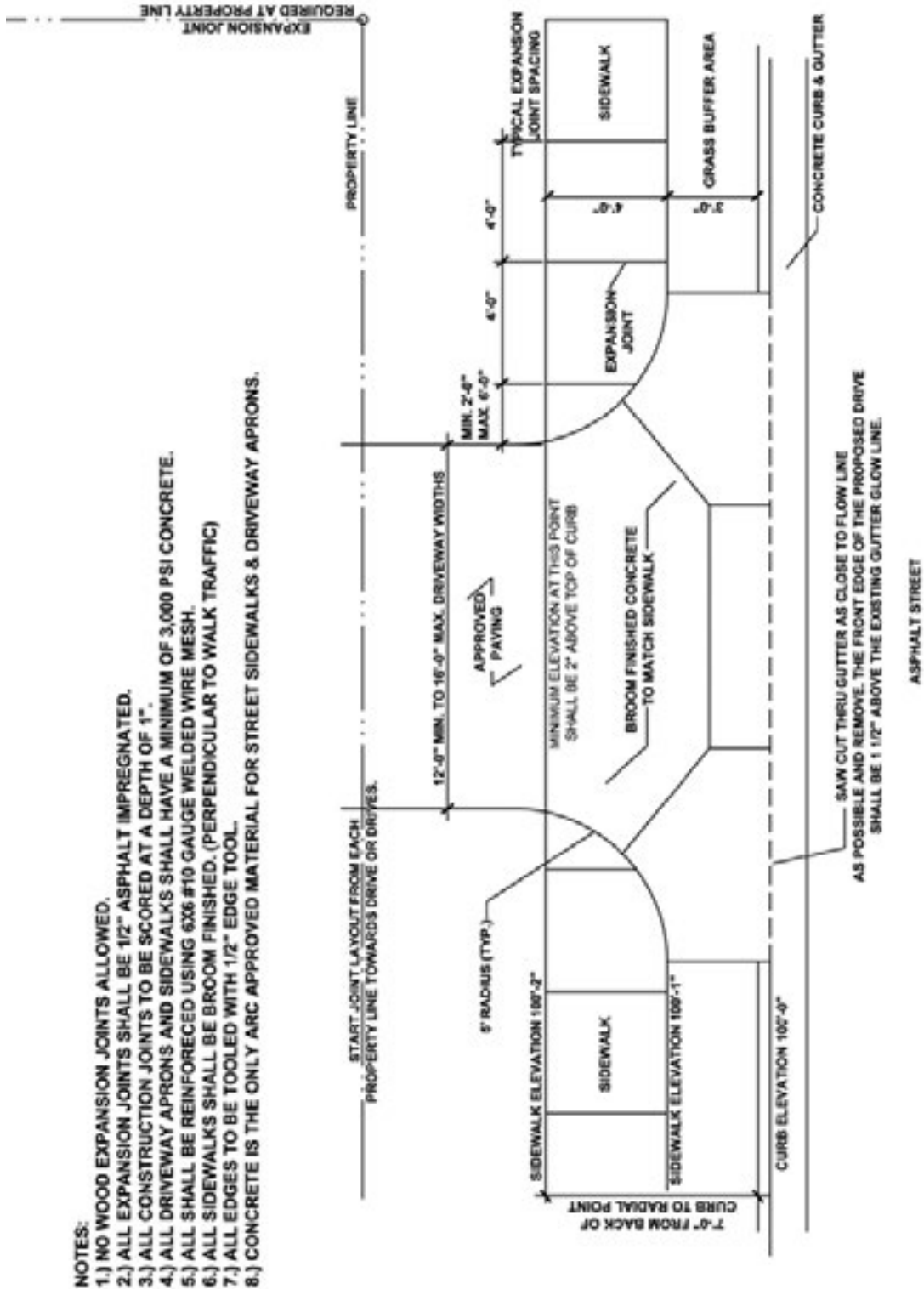
Zone RE-B (3500 sq ft min.):

Front Setback: 30 Feet
Rear Setback: 25 Feet
Side Setback: 10 Feet

*Set back dimensions stated herein may be increased, if required or specified by Madison City ordinance.

Whittington Architectural Design Guidelines

APPENDIX 3 DRIVEWAY APRON & SIDEWALK DETAIL A



SIDEWALK & DRIVE APRON DETAIL

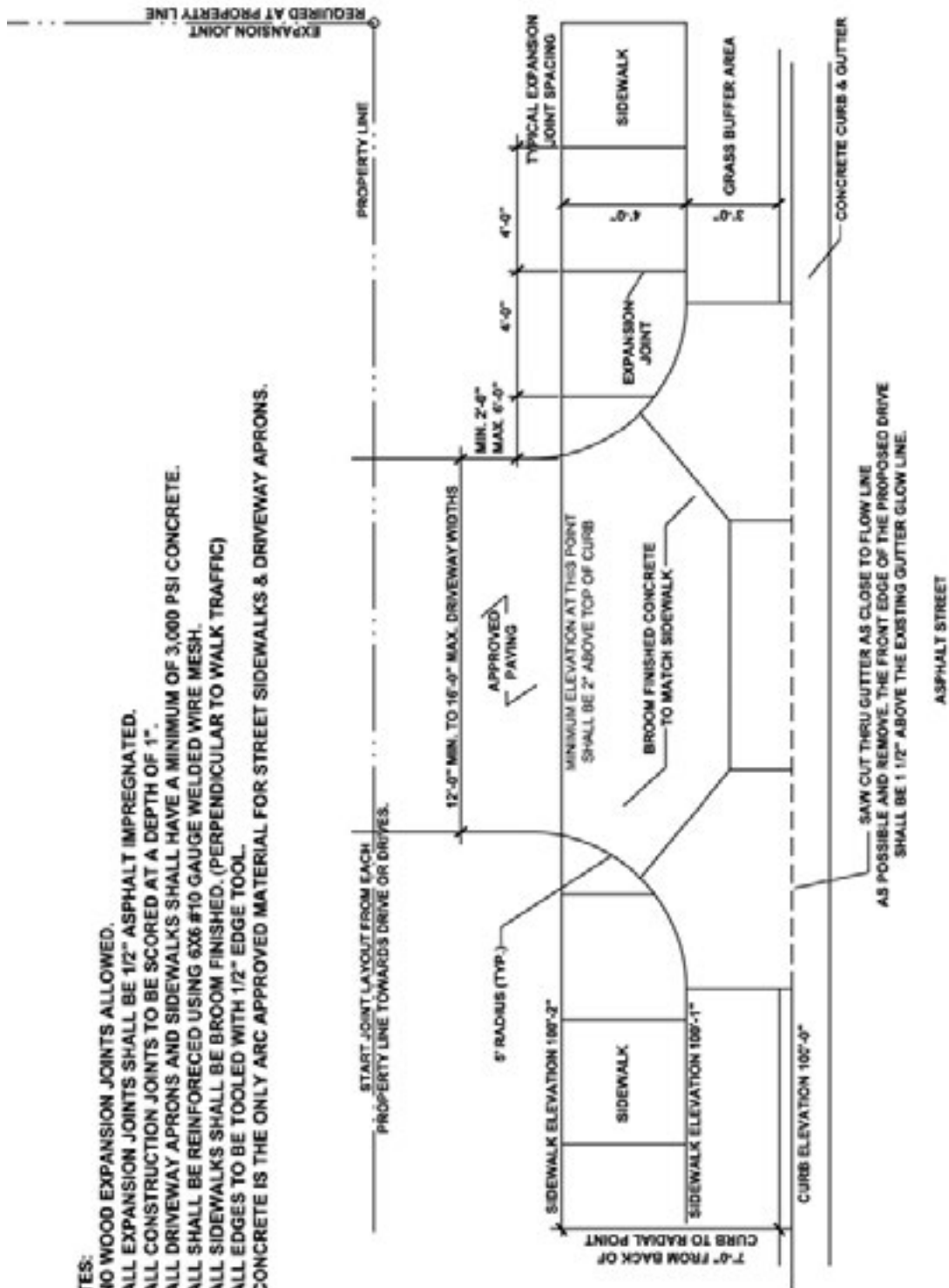
N.T.S. - CONTACT FOR APPROVAL OF FORMS PRIOR TO POURING OF SAME

Whittington Architectural Design Guidelines

APPENDIX 3 DRIVEWAY APRON & SIDEWALK DETAIL A

NOTES:

- 1.) NO WOOD EXPANSION JOINTS ALLOWED.
- 2.) ALL EXPANSION JOINTS SHALL BE 1/2" ASPHALT IMPREGNATED.
- 3.) ALL CONSTRUCTION JOINTS TO BE SCORED AT A DEPTH OF 1".
- 4.) ALL DRIVEWAY APRONS AND SIDEWALKS SHALL HAVE A MINIMUM OF 3,000 PSI CONCRETE.
- 5.) ALL SHALL BE REINFORCED USING 6X6 #10 GAUGE WELDED WIRE MESH.
- 6.) ALL SIDEWALKS SHALL BE BROOM FINISHED. (PERPENDICULAR TO WALK TRAFFIC)
- 7.) ALL EDGES TO BE TOOLED WITH 1/2" EDGE TOOL.
- 8.) CONCRETE IS THE ONLY ARC APPROVED MATERIAL FOR STREET SIDEWALKS & DRIVEWAY APRONS.



SIDEWALK & DRIVE APRON DETAIL

N.T.S. - CONTACT FOR APPROVAL OF FORMS PRIOR TO POURING OF SAME

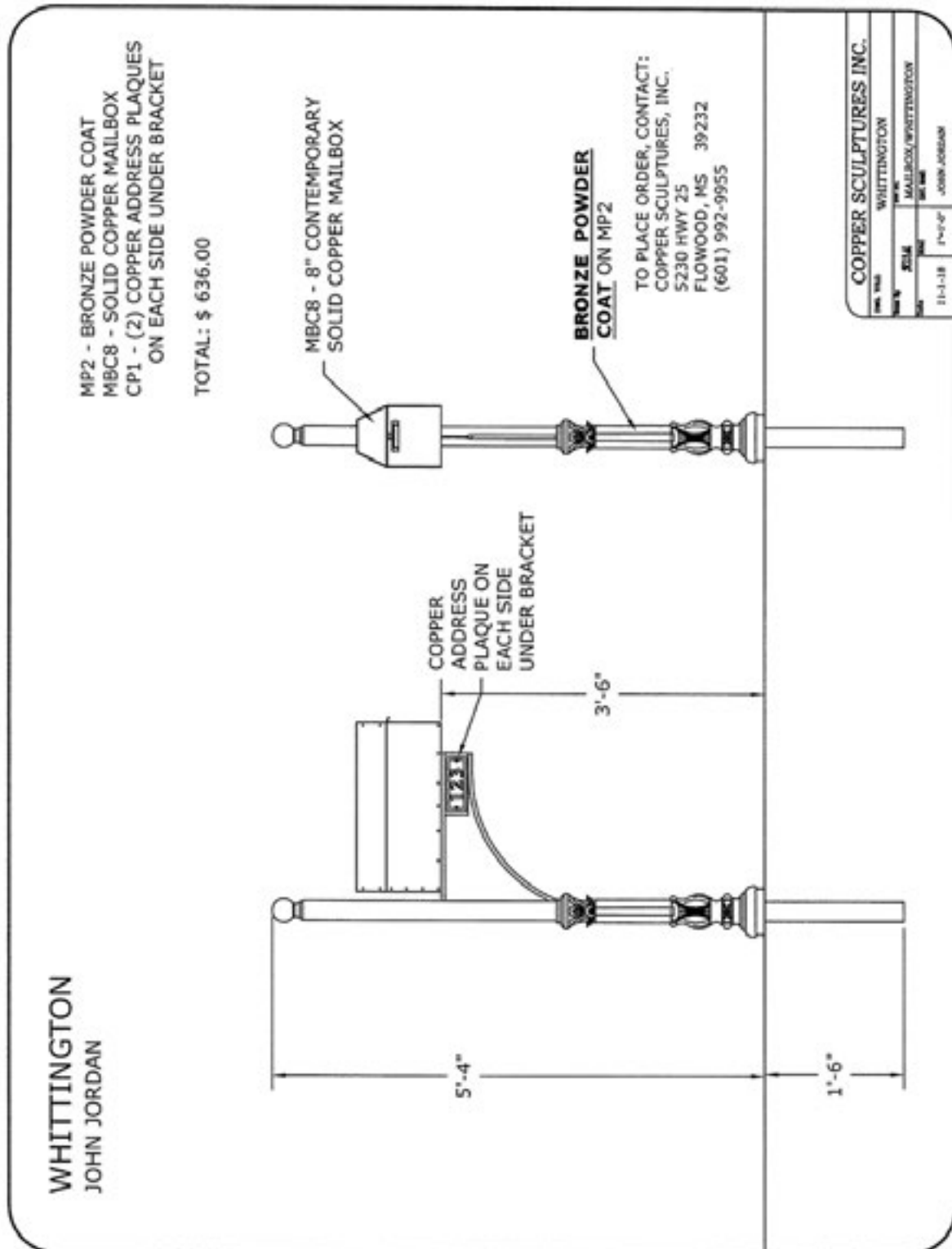
Whittington Architectural Design Guidelines

APPENDIX 3 SIGNAGE DETAIL DETAIL B

Standard Real Estate Signs are permitted.

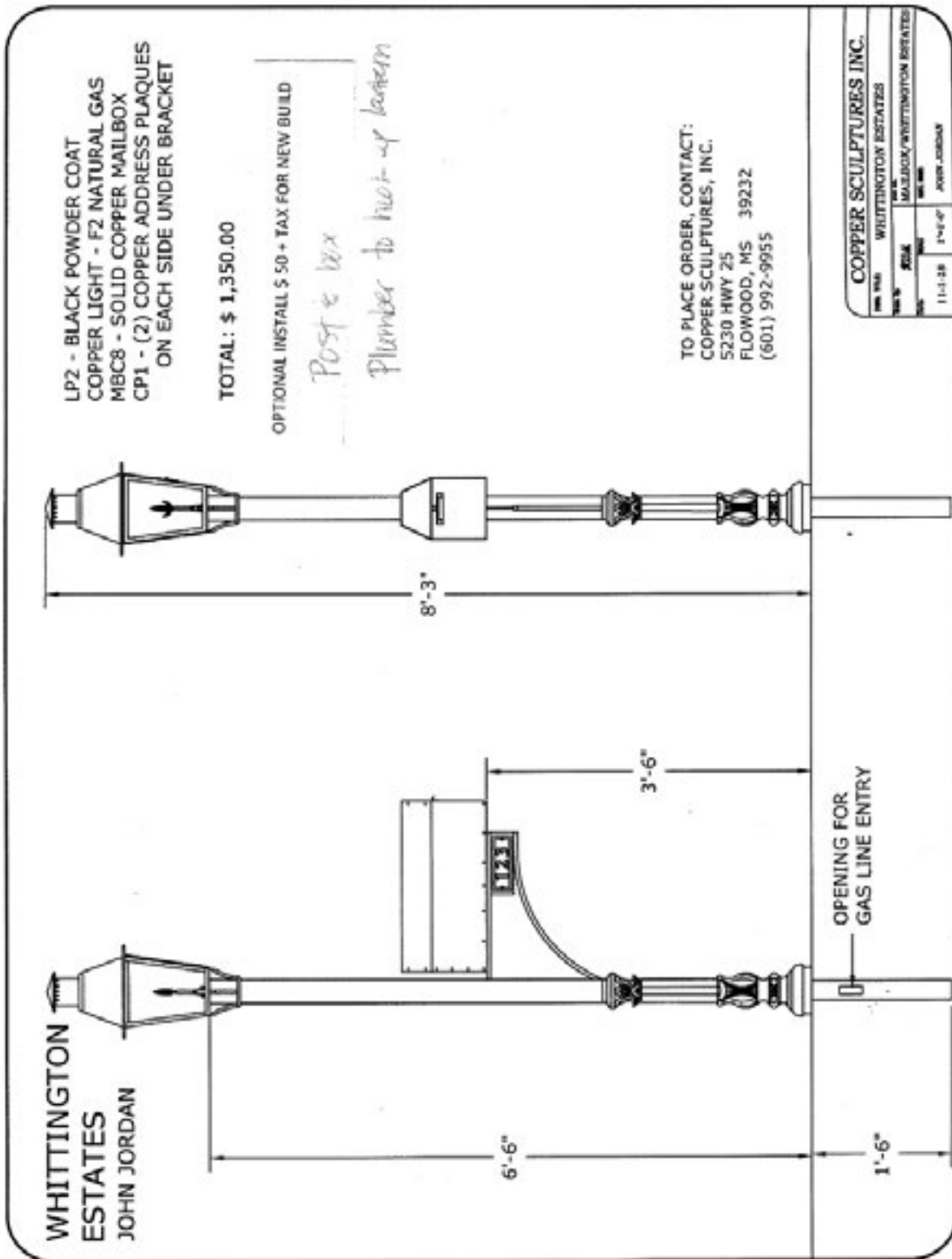
Whittington Architectural Design Guidelines

APPENDIX 3 WHITTINGTON MAILBOX DETAIL DETAIL C



Whittington Architectural Design Guidelines

APPENDIX 3 WHITTINGTON ESTATES MAILBOX DETAIL DETAIL C-ESTATES





Madison County, MS
I certify this instrument was filed
on 05/16/2018 03:05:41 PM
and eRecorded in the
W
Book 3601 Page 281 - 327
INSTR#:838977
Ronny Lott, Chancery Clerk
By:ILB

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITTINGTON

May 15th, 2018

Indexing Instructions: Section 5 and Section 6, Township 7 North, Range 2 East, Madison County, Mississippi

RETURN TO:
First Guaranty Title, Inc.
509 Cobblestone Court, Suite B
Madison, MS39110
601.605.6626

Recording Fee
\$68.00
Recording Fee-
Xtra Pgs
\$32.00
Archive Fee
\$1.00

Total
\$101.00

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

Prepared by:

Brad D. Wilkinson Esq.
Wilkinson Law Firm, P.C.
511 Keywood Circle
Flowood, MS 39232
601-355-0005

Declarant:

Sanctuary Development, LLC
c/o Rodney F. Triplett, Jr.
124 One Madison Plaza, Ste. 1500
Madison, MS 39110
601-321-7600

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WHITTINGTON**

THIS DECLARATION is made this the 15th day of May, 2018, by SANCTUARY DEVELOPMENT, LLC, a Mississippi limited liability company, referred to hereinafter as "Declarant":

WITNESSETH:

WHEREAS, the undersigned, SANCTUARY DEVELOPMENT, LLC, the Owner in fee of a tract of land described in Exhibit "A", has agreed that the tract shall be bound by a set of Covenants, Conditions and Restrictions with the rights, duties, privileges and obligations of the Owners in WHITTINGTON SUBDIVISION to be defined as set forth in a declaration binding that certain parcel of land as set forth herein; hence this Declaration; and,

WHEREAS, Declarant desires to create and develop thereon a residential community with designated common areas and with common facilities, for the benefit of the community; hereinafter referred to as the "Property"; and

WHEREAS, Declarant desires to provide for the preservation of the values in the subdivision and for the maintenance of certain areas as may be designated by the Owners and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner thereof; and

WHEREAS, the primary purposes of these covenants are the creation of a desirable residential community, pleasing to visit, and functionally convenient. Declarant has deemed it desirable for the efficient preservation of the values in the Subdivision to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the covenants and restrictions and of collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, acquired transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth.

**ARTICLE I.
DEFINITIONS**

The following words when used in the Declaration or any Supplementary Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(A) Articles shall mean the Articles of Incorporation of the Association, including all amendments thereto as filed with the Secretary of State of Mississippi.

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

(C) Association shall mean and refer to Whittington Homeowners Association, Inc., a non-profit corporation, incorporated or to be incorporated under the laws of the State of Mississippi for the purpose of effecting the intents and objectives herein set forth, its successors and assigns. All references to actions taken by the Association shall mean the actions approved by the Board of Directors.

(C) Board of Directors or the "Board" shall mean and refer to the Board of Directors of the Association.

(D) Bylaws shall mean the bylaws of the Association as they exist from time to time.

(E) Common Area shall mean any real property shown and designated on the Plat as a Reserved Common Area which is owned or otherwise made available to the Association for the common use, benefit and enjoyment of the Members. The Reserved Common Area shall be all of the Designated Property except (i) all platted and numbered Lots as shown and designated on a Plat, (ii) any portion of the Property shown and designated on a Plat as reserved or designated for future development as a part of or an addition to the residential community, (iii) the Streets, and (iv) easements as shown and designated on a Plat for utilities and all water and sewer lines located in such easements or within the Streets. The Common Area shall be deeded to the Association after the organization of the Association, with such conveyance subject to any indebtedness, cost and expense associated with the construction of the Common Area and/or Common Facilities or amenities and with such indebtedness, cost and expense to be assumed by the Association. The Common Area shall be shown as Common Area on each plat filed in the Land Records of the Chancery Clerk of Madison County, Mississippi. Common area shall include the entrance and its infrastructure such as irrigation, lighting, and any fencing connected to the entrance whether located on Association property or private property by easement.

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

(G) Declarant shall mean and refer to SANCTUARY DEVELOPMENT, LLC, and its successors and assigns.

(H) Declaration shall mean this instrument as it is from time to time amended and filed for recording in the Land Records of Madison County, Mississippi.

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

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

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

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

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

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

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

(P) Owner or Property Owner shall mean and refer to the record Owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot which is part of the Property, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Any references to any action or omission by or restriction on any action of an Owner shall include any other occupant of a Dwelling or Lot including tenants and guests of the Owner.

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

(R) Plans shall mean the drawings, diagrams, specifications and other pertinent information with respect to the construction of a Dwelling or other permitted structure on a Lot.

(S) Plat shall mean a map or plat of any portion of the Property which depicts Lots, streets, easements, Common Areas and other information

(T) Property shall mean that parcel of land described in Exhibit "A" which is subject to the Declaration.

(U) Recorded First Mortgage shall mean a mortgage or deed of trust, properly recorded in the office of the Chancery Clerk of Madison County, Mississippi, or other public Office designated by the Laws of the State of Mississippi for the recording of Mortgages the lien of which is prior, paramount, and superior to the lien of all other mortgages and deeds of trust.

(V) WHITTINGTON. "Whittington Subdivision" or "Subdivision" shall mean that area contained within the Property as described in Exhibit "A", and any additional property annexed to the Subdivision as provided herein.

(W) Supplement shall mean any supplementary declaration containing covenants, conditions and restrictions relating to the Property which is filed for record in the Land Records of Madison County, Mississippi.

ARTICLE II. PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(A) The right of the Association, acting by and through its Board of Directors, to levy reasonable fees for the use of any Common Area or Common Facilities situated on the Property by the Members and their families, tenants, and guests. Any such fees shall be charged on a uniform basis for each Member; and

(B) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions to the Members shall agree. No such dedication or transfer shall be effective unless sixty-seven (67%) percent of the voting power of all Members is in favor of such dedication, transfer, purpose, and conditions at a special meeting of the Members duly called for such purpose or an instrument agreeing to such dedication or transfer signed by the Owners having at least sixty-seven (67%) percent of the voting power has been recorded; and

(C) The right of the Association, acting by and through its Board of Directors, to borrow money for the purpose of improving the Common Areas and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members. In connection with any such loan, the Association may mortgage any of the Common Areas and Common Facilities. No such borrowing shall be done and

no such mortgage shall be executed unless and until same has been approved by the Board of Directors and placed on the minutes of the Association, and

(D) The right of the Association, acting by and through its Board of Directors, to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure. Any such steps shall be in conformity with the other provisions of this Declaration; and

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

(F) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance, and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person. No such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and Common Facilities; and

(G) The right of each Member to use the streets, roadways, and vehicular parking areas situated upon the Common Areas and Common Facilities. Each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas and Common Facilities.

SECTION 2. Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in Sub-Paragraph (G) of Section 1 of this Article II for any reason whatsoever.

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

SECTION 4. Limited Common Area. Ownership of certain lots shall entitle the Owners or Owner thereof to permanent exclusive use of certain portions of the Common Area designated as Limited Common Area. The assignment of the Limited Common Area to a Lot shall be included in the conveyance to the appropriate Grantee by the Declarant, and reserved therein. Owners may not claim a right to use the Limited Common Area assigned to other Owners by virtue of the general easements or property rights granted in this Article II.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Organization of the Association. The Declarant shall organize the Association as a non-profit Corporation by filing Articles of Incorporation with the Secretary of State of Mississippi. The Association shall be responsible for the administration and maintenance of the Common Areas and

Common Facilities and the enforcement of the provisions of this Declaration as they relate to the Association.

SECTION 2. Membership. The Members of the Association shall be and consist of each and all of the following, to-wit: Every person who is, or who hereafter becomes, an Owner of record of the fee title to a Lot. The expression "Owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

SECTION 3. Voting Rights. The voting rights of the Members shall be as follows, to-wit:

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

(B) The Declarant and its nominee or nominees, if any, shall be entitled to ten (10) votes for each Lot owned including lots of current and future phases whether platted or not.

(C) Whenever any provision of the Declaration requires a vote of a specified percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the voting power of all Members, and Declarant shall be entitled to ten (10) to one (1) ratio herein granted.

(D) So long as declarant shall own any property within Whittington then it shall have the right to appoint a majority of the Board of Directors of the Association, directors appointed by the declarant need not be owners of property within the subdivision or members of the association.

SECTION 4. Memberships Appurtenant to Real Property. Each Owner, by purchasing a Lot in the Subdivision shall automatically become a member of the Association and shall be bound by the terms and conditions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and such rules and regulation as may be promulgated and adopted by the Association under such articles and bylaws. Membership may not be held except in conjunction with and appurtenant to a Lot.

SECTION 5. Other Voting Provisions. If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by anyone of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to the Lot shall not be counted.

SECTION 6. Electronic Voting. Voting of the members or the Board of the Association may be conducted by electronic means such as email or online voting system however a record of such must be kept by the Association.

SECTION 7. Covenant of Compliance by Owners.

(A) Covenants to Comply. Every person or persons who accept a deed to a parcel of the Property within WHITTINGTON Subdivision covenants, whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the bylaws and rules and regulations of the Association as same may be constituted all as they may be lawfully amended from time-to-time.

(B) Change of Ownership. The Owner and each purchaser from an Owner agree to notify the Association of a change in ownership of any Lot.

ARTICLE IV.
COVENANTS FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments or charges for purposes set forth in this Article IV. Section 2, and (2) special assessments as set forth in this Article IV. Section 4. such assessments to be fixed, established and collected from time to time as hereinafter provided. Declarant shall be exempt from all assessments. The annual maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due, notwithstanding the subsequent sale or transfer of the Lot.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of WHITTINGTON, and in particular for the supervision, maintenance, and improvement of the Common Area; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for the management and supervision of the Common Area, including but in no way limited to, the following:

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

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

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

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

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

(F) The cost of maintaining, replacing, repairing, and landscaping the Common Areas and Common Facilities including, without limitation, the cost of maintaining, replacing and repairing any sidewalks, streets, or roadway, other than those accepted by the City of Madison Mississippi, for maintenance, and open areas in the Property and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

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

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

(A) The annual assessment may not be increased for any year by an amount more than twenty (20%) percent above the maximum assessment for the previous year without the affirmative vote of sixty-seven (67%) percent of the membership.

(B) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment permitted under the provisions of Section 2 of this Article IV.

SECTION 4. Special Assessments.

(A) Special Assessments for Capital Improvements. In addition to the annual assessments 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, reconstruction, purchase, repair, or replacement or capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall be approved by sixty-seven (67%) percent of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(B) Special Assessments for Willful or Negligent Acts. Upon approval of the Members of the Board of Directors, the Association may levy special assessments against individual Lot Owners, for reimbursement for repairs cleaning or maintenance on any Lot performed by the Association as a result of the willful or negligent acts of the Lot Owners and not ordinary wear and tear, or for noncompliance with any covenant contained herein.

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

(i) The Association is hereby authorized to assess any Lot for the cost of all work or activity performed on any such Lot.

(D) Assessment for Homebuilders. Any Lot owned by any licensed Homebuilder shall not be subject to Assessment by the Association as provided in Section 7 below until Eighteen (18) months from and after the purchase of a Lot by the Homebuilder. After eighteen (18) months, any assessment for annual maintenance or for any Special Assessment upon any Lot owned by a Homebuilder shall be fifty percent (50%) of the Assessment against each similar Lot not owned by a Homebuilder.

(E) Assessment for Declarant. Any Lot owned by the Declarant, its successors or assigns, shall not be subject to any assessment by the Association.

SECTION 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all Members not less than 10 (ten) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty (50%) percent of all the votes of the membership shall constitute a quorum, unless no such objection is raised by any member or proxy present, then there shall be declared 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-fourth (1/4) of the required quorum at the preceding meeting, unless no such objection is raised by any member or proxy present, then there shall be declared a quorum.. If, at the second called meeting, the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at such subsequent meeting shall be one-eighth (1/8) of the required quorum at the initial meeting, unless no such objection is raised by any member or proxy present, then there shall be declared a quorum.. (i.e., (1/8) of the first called meeting).

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

SECTION 7. Date of Commencement of Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to all Lots at the time of the filing of the subdivision Plat except as to the limitation provided for Declarant and Home Builders under Section 4(D) and (E) above.

SECTION 8. Duties of the Board of Directors with Respect to Assessments.

(A) The Board of Directors of the Association shall attempt to fix the date of commencement and the amount of the Assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association.

(B) Written notice of the Assessment shall thereupon be electronically delivered or mailed to every Owner subject thereto, and every owner shall be given thirty (30) days to make said payment.

(C) Within ten (10) days of written request, the Board of Directors or management agent shall furnish to an Owner liable for an Assessment, a statement in writing, setting forth whether said Assessment has been paid. The statement shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

SECTION 9. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; the Lien; Remedies of Association.

(A) If any assessment or any part thereof is not paid on the date(s) when due, (30 days after mailing) then the unpaid amount of such Assessment, together with such interest thereon and costs of collection, shall become an immediate and continuing lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives, and assigns. The Association shall have the right to reject partial payments of an Assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such Assessment shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. The Association may assess a lien fee for preparation and filing of the lien not to exceed \$250.00 against the owner. No Owner may waive or otherwise escape liability for the Assessment provided herein by abandonment of the Lot.

(B) The Association may attempt to give to the holder(s) of the mortgage on the Lot of any non-paying Owner written notification of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days of the original due date, if such mortgagee has requested same pursuant to Article XIV, Sections 7 and 8 of this Declaration, and has paid to the Association a reasonable amount not in excess of \$150.00 for such notice to mortgagee.

(C) If any Assessment or part thereof is not paid within thirty (30) days after the due date, a late penalty of \$25 shall be added to the unpaid amount and such Assessment shall bear such interest from the date of delinquency at the rate of eight percent (8%) per annum. Such Assessment shall not be deemed to have been paid unless accrued interest is also paid. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the Assessment in order to enforce payment and/or to foreclose the lien against the Property subject thereof after giving notice to the holder of any Recorded First Mortgage. There shall be added to the amount of such Assessment the costs of prepaying and filing the complaint in such action and in the event a judgment is obtained, such judgment

may include interest on the Assessment as above provided and the attorney's fee in the amount of thirty three percent (33%) as allowed by law, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

SECTION 10. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and Common Facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into such fund shall be conclusively deemed to be a common expense of the Association. All such amounts may be deposited in any banking institution, the accounts of which are guaranteed by the FDIC, or its successor as determined by the Federal Government, or, in the discretion of the Board of Directors, may be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve for replacements is for the purpose of providing funds for replacement of the Common Areas and Common Facilities, for major repairs to any sidewalks or bikeways, any parking areas, roadways, and dams on the Common Area, for equipment replacement, animal control, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and Common Facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of each Member in any such reserves shall be considered an appurtenance to his Lot, and shall not be refunded, withdrawn, assigned, or transferred separately from or otherwise than as an appurtenance to the Lot to which it appertains and shall be deemed to be transferred with such Lot.

SECTION 11. Subordination of the Lien to Mortgages. The lien of the Assessments provided herein shall be subordinate to the lien of any Recorded First Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. No foreclosure, sale or transfer shall relieve the Owner of any personal obligation.

SECTION 12. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- (A) Any property dedicated and accepted by the local public authority and devoted to public use.
- (B) Common Areas and Common Facilities.

SECTION 13. Assessments Are Not Dues. No portion of the Assessment for annual maintenance or any Special Assessments provided in or permitted herein are intended to be, or shall be construed to be, dues for membership in the Association.

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

determination and calculation of the annual maintenance and special Assessments to reflect any such different level of use, benefit and enjoyment of the Common Area or Common Facilities or services available or provided by the Association.

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

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

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

(C) The Owner and Homebuilder of each Lot are responsible for using protective measures to prevent sediment from leaving any area of the Lot. Erosion control measures which may be taken include, but are not limited to the proper installation and erection of a silt fence and the proper installation of hay bales or other deterrent barriers.

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

SECTION 16. Wastewater. Homeowner is responsible for all sewer connections and fees associated therewith.

ARTICLE V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. Powers and Duties. The Board of Directors shall have all the powers, authorities, and duties necessary or appropriate for the management and administration of the affairs of the Association. In managing and administering such affairs, the Board of Directors shall have power and authority to do all acts and things except those which by law or by the Declaration or by the Articles or by the Bylaws, as same may be amended from time to time, may be exercised and done only by the Members. The powers, authorities, and duties of the Board of Directors shall include, but shall not be limited to, the following:

(A) To provide for the construction costs, maintenance, care, upkeep and surveillance of the Common Areas and Common Facilities and to provide such services in a manner consistent with law and the provisions of the Bylaws and the Declaration; and

(B) To provide for the establishment, assessment, collection, use, and expenditure of Assessments from the Members, and for the filing and enforcement of liens therefor in a manner consistent with law and the provisions of the Bylaws and the Declaration; and

(C) To provide for the selection designation, hiring, and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and Common Facilities and to provide services to the Property and the Members in a manner consistent with law and the provisions of the Bylaws and the Declaration; and

(D) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and Common Facilities, including but not limited to rules, regulations, restrictions, and requirements designed to prevent unreasonable interference with the use of the Common Areas and Common Facilities by the Members and others, all of which rules, regulations, restrictions, and requirements shall be consistent with law and with the provisions of the Bylaws and the Declaration; and

(E) To authorize the payment of patronage refunds if and when the funds derived from Assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs and reserves of the Association during the then current and next fiscal year; and

(F) To purchase insurance upon the Common Areas and Common Facilities; and

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

(H) To lease and to grant licenses, easements, rights of way, and other rights of use in all or any part of the Common Areas and Common Facilities; and

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

(J) 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; and

(K) To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs; and

(L) To prosecute, defend, appeal, settle, compromise or submit to arbitration any suit, action, claim or proceeding at law or in equity or with or before any governmental agency or authority which involves or affects the Association; and

(M) 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; and

(N) To borrow any funds required for the Association's affairs from any person on such terms, conditions and provisions as may be acceptable to the Board of Directors, and to secure the repayment of any such loans by executing deeds of trust or by pledging or otherwise encumbering or subjecting to security interests all or any portion of the assets of the Association, including the Common Area and Common Facilities; and

(O) To establish rules, regulations, restrictions, requirements and fees and charges from time to time relating to the use of the recreational areas and amenities now or hereinafter located in or on the Common Area or Common Facilities; and

(P) To accept title to any property, either alone or with covenants, as a Common Area, or as property owned by the Association for such purposes and on such terms as the Board

of Directors may approve; and

(Q) To act to enforce the provisions of this Declaration and any Supplement or Amendment hereof; however, the Association shall determine whether or not any action or omission by any party is subject to the covenants and what, if any, actions the Association shall take.

(R) To set fine amounts and impose fines (special assessments) upon owners for noncompliance of covenants and restrictions to be determined by the Board. Any such fine may become a lien on the Lot of the Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives, and assigns.

(S) To levy monetary penalties for failure to comply with any of the herein provisions.

SECTION 2. Members of the Board of Directors shall be elected in accordance with and as provided for in the Bylaws. The Bylaws shall provide that so long as the Declarant or its assignees own any Lots or any portion of the Property or the Additional Property, the Declarant or its assignees, as the case may be, shall be entitled to select or elect a majority of the members of the Board of Directors of the Association.

SECTION 3. Management Agent. The Board of Directors may retain or employ a Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time may authorize.

SECTION 4. Limitation of Liability. Neither the Declarant, its agents, officers, partners, members 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 Property, Common Area or Common Facilities, or from any wire, pipe, drain, conduit or similar property. Neither the Declarant, its agents, officers, partners, members, or employees, nor the Association, the Board of Directors, any Director 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, upon or around the Common Area, Common Facilities or any Lot. No diminution or abatement of Annual 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 any Lot, 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 VI. INSURANCE

SECTION 1. Association Insurance.

(A) The Association shall obtain fire and extended coverage and comprehensive public liability insurance in such limits, form, and companies, as the Board shall deem advisable to adequately insure the Common Areas and Common Facilities and protect the Owners from and against liability in connection with the Common Area.

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

ARTICLE VII.
AD VALOREM PROPERTY TAXES

Each Owner shall be responsible for and promptly pay ad valorem taxes on his Lot. The Association shall pay the ad valorem taxes, if any, on the Common Area and Common Facilities.

ARTICLE VIII.
ARCHITECTURAL CONTROL

SECTION 1.

(A) Committee Appointment and Operation. At such time as the Board of Directors in its sole discretion deems it appropriate, the Board of Directors may appoint an Architectural Review Committee which shall be composed of one (1) or more individuals who shall serve at the pleasure of the Board of Directors, and who are not required to be Members of the Association. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

(B) Architectural Review Guidelines. The Declarant shall establish architectural guidelines for all construction in WHITTINGTON. Each Homebuilder or Owner constructing a Dwelling and/or other structure on any Lot shall secure a copy of the Architectural Guidelines and shall comply with all conditions therein.

(C) Architectural Review. No improvement, building, fence, wall or other structure or any addition thereto shall be commenced, erected, constructed, placed, altered, moved or maintained upon the Property, or any Lot, nor shall any exterior addition to or change or alteration therein be made until (1) the proposed Plans and specifications showing the nature, kind, shape, height, materials, exterior color or finish; (2) the plat plan showing the proposed location of such building or structure, drives and parking areas; (3) the landscape plan; (4) the construction schedule and (5) such other information as required, shall have been submitted to and approved in writing by Declarant, the Association or the Architectural Review Committee designated by the Board. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Architectural Review Committee.

(D) Declarant's Approval. Until such time as the Architectural Review Committee is in place and acting, Declarant hereby reserves the right to exercise all rights enumerated in this Article, in addition to any and all other rights of the Declarant set forth herein, or to assign such rights to the Board of Directors. Any reference to approval by the Declarant, the Board of Directors or the Association shall be deemed to include approval by the Architectural Review Committee if the Architectural Review Committee has been formed and is acting.

(E) Compliance with Plans. All construction on a Lot shall comply with the Plans as approved. If construction deviates from such approved Plans, the Owner, at his or her expense, shall be solely responsible for removing or correcting such deviation, without regard to the stage of completion or construction of a Dwelling at the time of the deviation. Upon the Association giving any Owner notice of any purported deviation from the approved Plans, the Owner shall cease construction until a determination of whether or not a deviation exists is made by the Association. If the Owner fails or refuses to cease construction and/or remove or correct the deviation, the Association and/or any other Owner may seek to enforce these covenants and these provisions by requesting a restraining order, injunction, or other judgment enforcing such covenants and causing such Owner to cease construction.

until the deviation is no longer in existence. If the Association seeks the relief authorized herein, the Owner shall pay all expenses the Association incurs in seeking to enforce these covenants.

SECTION 2. Building Sizes and Locations.

(A) For the development of some Lots in the Subdivision, it may be impossible or inadvisable to enforce the stated set-back requirements due to the natural terrain, lot configuration and/or proximity of adjacent structures. Therefore, notwithstanding anything else herein to the contrary, the Architectural Review Committee may approve specific deviations to setback requirements which it determines to be beneficial to a specific home site, or to adjacent home sites, or to the Subdivision but in all cases must meet the minimum city zoning set-back requirements.

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

(C) The Minimum Square footage of heated and cooled living space shall be as follows: Minimum twenty five hundred (2500) square feet on lots designated as R4; Minimum twenty eight hundred (2800) square feet on lots designated as R2; Minimum thirty five hundred (3500) square feet on lots designated as RE-B. Areas with a ceiling height of less than nine (9) feet shall not be included in this square footage calculation.

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

SECTION 4. Rules and Regulations, etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of Plans to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to setbacks, materials, or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. Fines and damage assessments may be a part of these rules and regulations.

SECTION 5. Building Permits. A Madison City Building Permit shall be required for all new construction.

SECTION 6. Decisions and Appeal. The decisions of the Architectural Review Committee shall be final except that any decision may be appealed to the Board of Directors by any Owner who aggrieved by any action or forbearance from action by the Architectural Review Committee or by any policy, standard, or guideline established by the Architectural Review Committee. Upon written request made within fifteen (15) days of any decision, such Member shall be entitled to a hearing before the Board of Directors within a reasonable time not to exceed thirty (30) days after the written request.

SECTION 7. Expenses. Any person or entity submitting Plans shall be responsible for the payment of reasonable charges and/or deposits established by the Architectural Review Committee for

review of the Plans or amendments, modifications or changes to Plans. Such charges/deposits shall be paid when the Plans are submitted.

SECTION 8. Disclaimer. The Board of Directors, the Architectural Review Committee, each director and each officer of the Association, each member of the Architectural Review Committee and the Association, and, if applicable, the Declarant, shall not be liable to any Owner, Homebuilder, or any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner, Homebuilder, or other Person arising or resulting from or in any way relating to the subject matter of the Architectural Review Committee's process any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or requirements shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove all or any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

SECTION 9. Time Limitations. Construction in accordance with approved Plans shall be commenced within two (2) years after purchasing a lot and six (6) months after approval of plans, whether by affirmative action or by forbearance from action, and shall be substantially completed either within twelve (12) months after construction commences, or within such other period as the Architectural Review Committee shall specify in the approval of the Plans. If construction is not commenced or is not completed as required, approval of the Plans shall be conclusively deemed to have lapsed and compliance with these provisions shall be required again. Declarant has the right to repurchase any lot upon which construction has not commenced within two years from the date of purchase, at the original price which was paid for the lot.

ARTICLE IX.
CONSENTS
(Notice to Mortgagee)

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

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

SECTION 2. Abandon or terminate this Declaration without the required sixty-seven (67%) percent consent and approval.

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

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

- (A) Reserves for maintenance and repair and replacement of any Common Areas and Common Facilities;
- (B) Insurance or Fidelity Bonds;
- (C) Responsibilities for construction, maintenance and repair of the several portions of any Common Areas or Common Facilities;
- (D) Interests in any Common Areas and Common Facilities;
- (E) Subject to proviso of (1) above, reduction, convey, encumber, dedicate, transfer, or exchange of all or any part of any Common Areas and Common Facilities;
- (F) Imposition of any right of first refusal or similar restriction on the right of a Member to sell, transfer, or otherwise convey his or her Lot; or
- (G) Provisions of this Declaration and the Bylaws of the Association which are for the express benefit of mortgagees of first mortgages of record.

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

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

ARTICLE X. EASEMENTS

SECTION 1.

(A) Utility Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights of way in, through, across, on, over, and under the portions of the Property which are designated as such on the Plat of the Subdivision, or contained within the body of any deed, including full right of ingress and egress, for the installation, operation, use, maintenance, repair, and removal of utilities and drainage facilities and floodway easements located in utility or drainage easements as shown and designated on the plat, the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility. Nothing herein contained shall obligate the Declarant or the Association to remove any such obstacles or impediments or obstructions, but the Declarant or the Association may require the Owner to do so, if, at the sole discretion of the Declarant or the Association such removal is the Owner's responsibility.

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

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

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

(C) The Declarant and the Association may grant to other parties utility and drainage easements within the easement reserved herein or otherwise.

(D) The ownership, maintenance and repair of any and all drainage pipes, storm water inlets, and other appurtenant drainage facilities located on any Lot shall be that of the Owner of the Lot on which such pipes, inlets and facilities are located. The Declarant shall have the right, but not the obligation, to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any drainage pipe, storm water inlet or other appurtenant drainage facility. Under no circumstances shall drainage facilities be considered a "utility" which is reserved to the Declarant by the Plat of the Subdivision. Further, drainage easements and structures, pipes, inlets and facilities serving only a particular lot shall the responsibility of the owner of that particular lot. Drainage easements and structures benefiting more than one lot shall be maintained by the Homeowner's Association. The Declarant has granted or will grant an easement to the Association to maintain and repair any drainage pipe, storm water inlet, or other appurtenant drainage facility.

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

ARTICLE XI.
USE RESTRICTIONS

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

(A) No leasing of homes shall be allowed. All Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height above grade, plus a basement, if applicable. No factory built, log home, trailer, pre-existing home moved to a Lot, manufactured house or mobile home shall be allowed on any Lot in the Subdivision. All Dwellings shall be built/constructed on site in the Subdivision.

(B) The term "residential purposes" shall generally be defined as single-family homes, and shall exclude all commercial and professional uses, and among other things, garage apartment, garage shop, apartment houses, duplexes and multi-family residences, profit or non-profit nursing homes, hospitals, and other similar private or charitable enterprises, and any and all such usages of the Property are hereby expressly prohibited. No garage or outbuilding on any Lot shall be used as a residence or living quarters, except that a servant or guest home may be constructed on a lot in conjunction or after the primary residence is constructed.

(C) Each Dwelling shall be provided with off-street parking in the form of a concrete driveway extending from the pavement on the street on which the Dwelling faces to the garage, or on a corner lot, from the pavement on the street to the side of such Dwelling to the garage. All homes must have a two-car (full-size) attached garage. No garage shall face the street at the front of the house. All garages must have doors which conceal the contents of the garage and which will remain closed unless accommodating the entrance or exit of a vehicle or for other good cause. All automobiles, other vehicles, and equipment of any type that are not otherwise prohibited from being parked or left standing overnight in the Subdivision which are parked or left standing overnight in the Subdivision must be parked or left standing only on the aforementioned concrete driveway or in the attached garage. However, this restriction shall not prevent a guest of residents of the Subdivision from parking such guest's automobile on the street overnight on a temporary basis only.

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

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

(F) All driveways must be constructed of brushed concrete or brick and all Dwelling must have front concrete walks extending from the entrance of the Dwelling to the driveway or the street. No washed aggregate drives are permitted.

(G) All lots must be equipped with an underground irrigation system.

(H) Each rear yard may be enclosed by a six-foot 6x6 cedar "good neighbor" fence running along the rear lot line, along the side lot lines to the rear corners of the dwelling, with no fence being higher than six (6) feet. Corner lots – the fence will not pass the setbacks on either side facing the road. No wire or chain link fencing is permitted. The Declarant, Association or Architectural Review Committee must approve the style and materials of any fencing. Iron or Ameristar fencing is also permissible.

(I) (i) All R4 lots shall have a minimum heated and cooled floor area (livable square feet) of the main structure, exclusive of open porches, garages, and first floor storage area, of not less than twenty five hundred (2500) total livable square feet. All R2 lots shall have a minimum heated and cooled floor area (livable square feet) of the main structure, exclusive of open porches, garages, and first floor

storage area, of not less than twenty eight hundred (2800) total livable square feet. All RE-B lots shall have a minimum heated and cooled floor area (livable square feet) of the main structure, exclusive of open porches, garages, and first floor storage area, of not less than thirty five hundred (3500) total livable square feet. Of those minimums, a minimum of fifteen hundred (1500) square feet must be finished floor area on the first floor.

- (ii) These square footage requirements may be amended by the Association with the consent of the Declarant so long as the Declarant owns any Lot or any portion of the Property.
- (iii) The Declarant has the right to amend the square footage requirements for the Lots platted in Additional Property and such square footage requirements shall be set forth in a Supplement to this Declaration.

(J) No Dwelling shall have a roof with a pitch less than eight/twelve (8/12) on the main roof structure. The Architectural Review Committee may prescribe a certain type or grade of shingles for all houses, no three tab shingles shall be allowed.

(K) Any construction commenced on any Dwelling as provided in this Declaration shall be substantially completed per the Plans, including without limitations, all painting, within fifteen (15) months from the date such construction commenced as evidenced by the issuance of the building permit. Violation of this restriction shall subject the Lot to a fee or charge of \$50.00 per day for each day such construction remains in violation of this restriction; which charge or fee may be collected by such action or means as Declarant or the Board of Directors may approve pursuant to this Declaration.

(L) Outbuildings, when detached from the main building, shall be set back of the rear line of the Dwelling on the Lot, and shall not be located nearer than ten (10) feet to the side or rear lot line. Any outbuilding must be approved in writing by the Architectural Review Committee prior to beginning construction and be screened by an approved fence. Also, the sides and roof shall match the Dwelling. No fence shall exceed six (6) feet in height. Any variance from this must be approved in writing by the Architectural Review Committee prior to beginning construction. If required by the City, a City building permit must be obtained before commencing construction.

(M) Any Dwelling must be constructed at the floor elevation as shown on the subdivision plat.

- (N) Exterior Appearance. Homes shall be constructed, at a minimum, of seventy-five percent (75%) brick. No vinyl siding is allowed. Cedar, Cypress, hardi plank or board siding is allowed. No foil or other reflective materials shall be permitted on or over any windows. No projections of any type shall be placed or permitted above the roof or any improvement except chimneys or vents or other objects approved by the ARC. Painted brick may be allowed, but must be approved by the ARC prior to application.

SECTION 2. Prohibitions Against Use.

(A) (i) Grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals by the Owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants which die shall be promptly removed. The above restrictions apply to all Lots purchased before and after a Dwelling is built on the Lot.

(ii) The Declarant and/or the Association may have dead trees removed from any Lot and may mow and remove debris. The Owner of such Lot shall be obligated to reimburse Declarant and/or the Association for the cost of such work. Should such Owner refuse or neglect to comply with the terms of this paragraph, the Declarant or the Association may take such action as will secure performance by the defaulting Owner as provided for elsewhere in this Declaration. The Homebuilder shall remain responsible for the upkeep of the Lot once a Dwelling is completed until the Lot is sold and/or occupied.

Vacant Lots shall be maintained by Owner in such a manner to prevent such Lot from becoming unsightly or a nuisance to the Subdivision. If any of the above conditions exists, the Declarant or the Association shall give the Owner ten (10) days notice to correct such condition. If the Owner fails to do so, the Declarant or the Association may act as set forth herein. Notice shall be deemed given if sent by mail, email, hand delivery or facsimile to the address of the Owner on file with the Association.

(ii) The entire yard of all Lots shall be sodded from the street side to the Dwelling (excluding driveways) and if a corner lot for a distance of thirty (30) feet from the street side or less as is appropriate in the opinion of Declarant because of the topography of the Lot and dwelling site. All yards must be landscaped and maintained at all times.

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

(D) No shack, barn or other outbuilding shall be erected or located on any Lot or be used as a residence, either temporary or permanent, nor shall any structure of temporary character be used as a residence. Servants or guest quarters may be constructed upon approval of the ARC.

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

(F) No privy, cess-pool, or septic tank shall be erected or maintained on any Lot. All lot owners shall annually maintain any wastewater treatment plant located on a lot. Water wells are not permitted.

(G) No obnoxious or offensive trade or activity shall be conducted on Lot, nor shall anything be done on any Lot which may become an annoyance or nuisance to the Subdivision.

(H) Building setbacks (inclusive of garage) shall be as follows:

R-2 Lots: 30' from front, 25' from rear, 10' from side. The Architectural Review Committee may adjust these setbacks for a particular Lot as provided herein.

R-4 Lots: 25' from front, 25' from rear, 5' from side. Minimum 20' between dwellings.

RE-B Lots: 50' from front, 25' from rear, 10' from side.

(I) No firearms or other devices of a similar nature which may be classified as weapons shall be discharged, operated or used on any Lot or street in the Subdivision.

(J) If any person owns two or more adjacent Lots, and desires to construct a Dwelling occupying a portion of both Lots as a building site, the set back requirements, relative to any common interior lot lines of such Lots or any utility or drainage easement the vacating of which is not to the detriment of any other Lot in the subdivision to the extent permitted by law may be waived by Architectural Review Committee. However, all other restrictions herein contained shall apply to the same extent as if the Dwelling had been built on a single building Lot. If any action or approval is required by any governmental entity, the Owner shall secure such approval at the Owner's sole cost. If any such action or approval is required to be done or secured by the Declarant or the Association, they shall assist the Owner to the extent reasonable and the Owner shall pay or reimburse the Declarant or the Association for any cost or expense incurred.

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

(L) Except as provided in this section, no sign advertising of any kind shall be maintained or permitted within any windows. The Declarant and the Association may erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration. The Owner of any Lot may place one sign on a Lot, so long as the size of the sign does not to exceed 20 inches x 24 inches or 480 square inches. Signs may not remain on lots for a period exceeding ninety (90) days and may not be located closer than thirty (30) feet from the edge of the street.

(M) No tent, except for use in overnight, weekend, or vacation camping, or trailer, whether or not a house trailer, livestock, automobile, or other trailer shall be placed on any Lot or on any other area at any time, either temporarily or permanently without prior approval of Declarant or the Association. Boat trailers may not be kept on a Lot. No mobile home shall be placed on any Lot or any other area at any time, either temporarily or permanently. All automobiles owned or used by Owners or occupant other than temporary guests and visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street view. The Association shall have authority to promulgate rules, regulations, and fines to govern or prohibit the outside storage or parking of motor homes, tractors, trucks, (other than pickup trucks) commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices on any Lot. Furthermore, although not expressly prohibited hereby, the Association may regulate or at any time for proper cause, prohibit motorcycles, golf carts, motorized bicycles, ATV's, motorized go-carts, and other similar vehicles, or any of them from being kept, placed, or operated on any portion of the Common Area. No Owner of a Lot shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling, or within any portion of the Common Areas except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(N) Each Owner shall prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on the Property which shall tend to substantially decrease the beauty of the Subdivision as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Property. No nuisance or odors shall be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot, Dwelling, or any part of the Common Areas. Each Owner, his family, tenants, invitees, guests, servants, and agents shall refrain from any act or use of a Lot, Dwelling, or the Common Areas which would cause disorderly, unsightly, or unkempt conditions or which would result in a cancellation of any insurance from any portion of the Property or which would be in violation of any law, governmental code or regulation. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, cowbells, bells, or other sound devices except security and fire alarm devices used exclusively for such purposes shall be located, used, or placed within the Property in such a way as to be objectionable to or offensive to an Owner of any Lot within the Property. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property shall be liable to the Association for the actual costs or removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of that portion of the Assessment next becoming due to which the Owner and the Lot are subject.

(O) No television antenna or satellite dish in excess of twenty-four (24") inches, radio receiver or similar device shall be attached to or installed on any visible portion of the Property, unless contained entirely within the interior of a building or other structure) or screened from view by shrubbery or other

plants. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with reception or other signals within the Property. The Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security cable television, mobile radio, or other similar systems within the Property. Should cable television services and adequate television reception not be otherwise available an Owner may make written application to the Association for permission to install a satellite dish or a television antenna not permitted above. Any such dish or antenna shall be concealed to the extent reasonably possible.

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

(Q) No animals, large or small, whether horses, cows, camels, sheep or goats, or other livestock or swine, emu, bison, raptors or reptiles, poultry of any kind, and no fowl except for birds caged as inside pets shall be raised, bred, kept, staked, fed or pastured on any Lot, or in the Common Area, except as follows. No more than two (2) dogs may be regularly housed at the residence of the Owner. An Owner may keep two (2) domesticated house cats. No pit bulldogs are allowed. Any dog pen must be approved by the Architectural Review Committee in writing prior to construction and be screened by an approved fence. Regardless of number, whether two (2) or less dogs or cats, the keeping of animals shall be such as to not constitute an annoyance or nuisance to the Subdivision. No kennels will be allowed unless the Owner resides on the premises. All dogs not within a residence, within a fenced yard, or in a kennel shall be kept on a leash suitable to the temperament of the animal and in the care of a person able to restrain and control the animal on the leash, and shall not be permitted to run loose in the Subdivision. The Owner of any dog shall be responsible for clean up after the dog. All pets shall be registered and inoculated as prescribed by law. The Association may make rules to limit, restrict, or prohibit certain breeds of dogs and other pets.

(R) Notwithstanding any provisions or restrictions contained in this Declaration to the contrary) it shall be expressly permissible for Declarant and its agents and employees and any Homebuilder to maintain and carry on those activities as may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the development of Lots, Dwellings and Common Areas.

(S) Whenever the Association and/or the Declarant is permitted by the Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

(T) The Declarant or the Association shall have the authority to designate the type and quality of mailboxes or other receptacles for the deposit of mail. A schematic or a design sheet showing the specifications and materials shall be provided as part of the approval of any Plans.

(U) No Dwelling shall be sold or operated under any time sharing arrangement.

(V) If any Dwelling is destroyed or damaged by fire or other elements, the Owner shall make reasonable attempts to restore the Dwelling within twelve (12) months of the damage. If the Owner elects not to restore the Dwelling, the Owner, within six (6) months of the damage, shall clear and remove all damage from the Lot except the slab or foundation, so long as the slab or foundation is not damaged.

(W) The intent of the Declarant is that all of the Lots in the Subdivision be occupied by the Owner thereof and that no Lot be leased to a non-owner. Therefore, except upon approval of the Declarant, so long as it owns any Lot in the Subdivision, or the Association thereafter, no Lot or Dwelling shall be leased or rented by the Owner to any other party not related to the Owner except upon the written

consent of the Declarant or the Association, as applicable, such consent to be granted or denied solely in the discretion of the Declarant or Association, as applicable.

(X) No above-ground swimming/recreational pools shall be erected on any of said lots. All swimming/recreational pools erected/constructed on any of said lots must be an in-ground swimming/recreational pool. The plans for construction of any in-ground swimming/recreational pool on any of said lots shall be submitted to the Architectural Review Committee prior to commencement of construction of the in-ground swimming/recreational pool.

(Y) There shall be no window unit air conditioners or fans installed in any home or outbuilding.

(Z) Vegetable gardens are permitted only if located behind and to the rear of the residence so as not to be visible from the street or neighbor's property and shall not cover more than 1,500 square feet unless approved by the Declarant in writing.

SECTION 3. General Uses.

(A) The Declarant may impose additional restrictions to any Lot by appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein. Such additional restrictions shall inure to the benefit of all parties in the same manner as though they have been originally expressed herein.

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

(C) (i) Landscaping Plans shall include all proposed shrub and groundcover planting noting actual plant species and spacing and all proposed lawn areas, noting sodding and lawn species.

(ii) All lawn areas shall be sodded. No hydro-mulching shall be allowed.

(iii) Any area of the lawn between the sidewalk and street shall be considered as the Owner's front lawn and shall be landscaped. Sidewalks are the ownership and responsibility of the lot owner.

(D) All of the restrictions and covenants appearing herein, as well as those appearing in a deed or other conveyance of any Lot shall be construed together but if anyone of the same shall be held to be invalid by judgment or court decree, or for any other reason are not enforceable, all others shall not be affected or impaired thereby, and shall remain in full force and effect.

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

(F) There may be created, as shown on the Plat of the Subdivision, or by separate recorded instrument, such open-space tracts as the Declarant shall create and declare. Such open-space tracts shall include any retention pond, drainage canal or channel, or creek traversing the Property as well as all open-space easements created or arising out of the Subdivision and unless provided otherwise, shall be for the benefit of all Lots in the subdivision and shall be maintained by the Association, as provided in this

Declaration. Such open space areas shall be designated as Common Areas. At any time following the filing of the final Plat for the Subdivision, title to the mentioned Common Areas located in the Subdivision may be conveyed to and accepted by the Association, such conveyance to be at the discretion of the Declarant.

(G) Subsequent to subject property transfer of title to the Association, all responsibility and liability of the open-space tracts or Common Areas, open-space easements, and/or any amenities located thereon, shall become the responsibility and/or liability of the Association. All costs, including, but not limited to, construction, maintenance expenses, insurance, and real property taxes, related to the above mentioned property shall be borne by the Association. The cost of the construction and maintenance of said amenities may be financed through loans or funds obtained or provided by the Declarant, its successors and/or assigns, it being agreed and understood said loan or funds obtained by or provided by Declarant shall be included within the assessments of Lot owners by the Association and are not the responsibility of Declarant.

ARTICLE XII. RULE MAKING

SECTION 1. Rules and Regulations.

(A) Subject to the provisions hereof, the Association may establish reasonable rules and regulations concerning the use of Lots, Dwellings, Common Areas, and Common Facilities. Particularly and without limitation, the Association may promulgate from time to time rules and regulations which will govern activities which may, in the judgment of the Association, be environmentally hazardous, such as the application of insecticides, herbicides, fertilizers and pesticides and other chemicals. The rules and regulations may prescribe reasonable monetary penalties for violation of the covenants or by-laws of the association.

(B) Subject to the terms and provisions of this Declaration, the Declarant or the Association, may establish rules and regulations, fees, and charges from time to time pertaining to use of the recreational area and amenities as are now and hereinafter located in the Common Areas.

ARTICLE XIII. PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The Property. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

SECTION 2. Phase Development. The Declarant expressly reserves the option, right and privilege (I) to annex all or any portion of the real property described in Exhibit "B" which is the Additional Property, to the Property, and (ii) by or as a result of such annexation to subject the Additional Property to the provisions of this Declaration and to the jurisdiction of Association. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions hereof.

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

such interest in the Lot, the Owner has not relied on any proposed, current or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

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

(A) The Declarant's option, right and privilege to annex Additional Property shall terminate and expire on December 31, 2038.

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

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

SECTION 4. Effect of Annexation. Upon any Supplement being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, the Common Area and the Common Facilities of or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and membership of the Association, including the Articles, the Bylaws and the rules and regulations promulgated or adopted by the Association. All Owners of Lots shall be granted the rights contained herein after such annexation.

ARTICLE XIV. GENERAL PROVISIONS

SECTION 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall inure with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for an initial term ending December 31, 2037, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of a sixty-seven (67%) percent majority of the Lots has been recorded in the Land Records of Madison County, Mississippi, agreeing to abolish or amend the Covenants, Conditions and Restrictions in whole or a substantial portion thereof. No such agreements to abolish shall be effective unless made and recorded six (6) months in advance of the effective date of such abolishment.

SECTION 2. Amendments. Notwithstanding Section 1 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be amended by the Declarant so long as the Declarant owns a Lot or any portion of the Property. Thereafter, this Declaration may be amended or terminated with the consent of the Owners of sixty-seven (67%) percent of the Lots, and in each case such amendment shall

be evidenced by a document in writing bearing the signatures of such Owners. All amendments, if any, shall be recorded in the Land Records of Madison County, Mississippi.

SECTION 3. Enforcement of Declaration.

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

(B) Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any person who breaches or violates or threatens to breach or violate any provision of this Declaration; (ii) to recover damages or seek a temporary or permanent injunction or restraining order or other specific remedy for any such breach or violation; (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of any Owner under this Declaration or otherwise specified in this Declaration; and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association, and each Owner by acceptance of a deed or other conveyance document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

SECTION 4. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

SECTION 5. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

SECTION 6. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered (i) when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing; (ii) when sent by email or facsimile

to the last known email address or facsimile number of the person who appears as Owner on the records of the Association at the time such notice is given; or (iii) by personal delivery to such Owner or to any person found at the Owner's last known address on the records of the Association at the time of such delivery.

SECTION 7. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Lot or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

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

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

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

(D) The Association may charge a fee for such notices.

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

SECTION 9. Addresses of Owners. It shall be the obligation of each Owner to provide to the Association the Owner's name, address, telephone number, email address and facsimile number, if applicable at the time the Owner purchases a Lot and to notify the Association, in writing, of any change.

ARTICLE XV.

DECLARANT'S RIGHTS AND RESERVATIONS

SECTION 1. Declarant's Rights and Reservations.

(A) No provision in the Articles, Bylaws, or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or re-subdivide any portions of the Property, or realign any line common to two (2) Lots or between a Lot and a Common Area, or to complete improvements or refurbishments (if any) to and on the Common Area or any portion of the Property owned by Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements as Declarant deems advisable in the course of development of the Property. Such right shall include, the right to install and maintain such structures, signs, and sales office as may be reasonably necessary for the conduct of Declarant's business for completing the work and disposing of the Lots by sale, lease, or otherwise.

(B) Each Owner by accepting a deed to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owner, and each Owner hereby consents to such inconvenience or nuisance.

(C) This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a Lot by a purchaser from Declarant to establish on that Lot or on the Common Areas, additional licenses, easements, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The Declarant need not seek or obtain Association approval of any improvement constructed or placed by Declarant on any portion of the Property.

(D) : The rights of Declarant under this Declaration, and any interest or portion of Declarant's interest in any portion of the Property may be assigned by Declarant to any successor, by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as Declarant of WHITTINGTON, will be required before any amendment to this Article shall be effective while Declarant owns any portion (or Lot) of the Property.

(E) Declarant shall be entitled to the non-exclusive use of the Common Area without further cost or access, ingress, egress, use or enjoyment, in order to show the Property to prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, its assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property.

(F) Each Owner hereby grants, by acceptance of the deed to its Lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise his rights under this Article. This Article shall be applicable for so long as the Declarant owns any portion of the Property.

SECTION 2. Notwithstanding anything contained elsewhere herein (Article IX, excluded) to the contrary, all rights and duties conferred on the Association under all sections of this Declaration except for Articles VIII. (Architectural Review), X. (Easements), and XI. (Covenants) may be exercised by Declarant for five (5) years following the execution of this Declaration as to the property described in Exhibits "A" and "B". Declarant reserves the right to exercise all rights and duties and give consents and waivers under Articles VIII., X. and XI. for a period of ten (10) years following the execution of this Declaration. Declarant may assign to the Association all rights reserved hereunder at any time prior to the expiration of the periods set forth above. Any rights reserved under this paragraph shall be automatically extinguished or divested, and vest in the Association at such time as Declarant has divested itself of all right, title, and interest in and to the Property unless such rights have been assigned as previously provided herein.

SECTION 3.

(A) Authority of Declarant. Any person authorized by the Declarant may execute any document requiring the Declarant's signature and which relates to the interpretation, implementation or enforcement of this Declaration.

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

SECTION 4.

Incorporation by Reference on Resale. In the event any Owner sells, assigns, transfers or otherwise conveys any Lot, any instrument of conveyance purporting to effect such conveyance or transfer shall contain a provision incorporating by reference the covenants, conditions, restrictions, servitudes, easements, charges and liens set forth in this Declaration; however, any such sale, assignment, transfer or other conveyance shall be subject to this Declaration whether or not expressly referred to in the instrument.

SECTION 5. No Dedication to Public Uses. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any part of any Common Areas or by any public or municipal agency, authority, or utility. Nothing herein contained shall be interpreted as imposing upon any public agency, authority or utility company any responsibility or liability for the maintenance or operation of any of the Common Areas except that it shall be the obligation of such agency, authority or utility company to repair any damages caused by same.

SECTION 6. Relationship Between Declarant and Owner/Members. Nothing contained herein creates or shall be deemed to create a fiduciary or partnership relationship between the Declarant and any Owner.

SECTION 7. Effective Date. This Declaration shall be effective when executed by Declarant and filed for record in the Land Records of Madison County, Mississippi.


SECTION 8. Soil and Drainage Conditions. It is recommended that all lot owners obtain a soil test prior to purchasing or constructing on any lot. It is also advised that lot owners obtain an engineered drainage plan of a completed lot prior to occupancy. The declarant herein, its successors or assigns makes no representation as to soil conditions on any lot or the drainage of storm water and as such will not be held responsible or liable for any such conditions that may exist.

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

{Signature page follows}

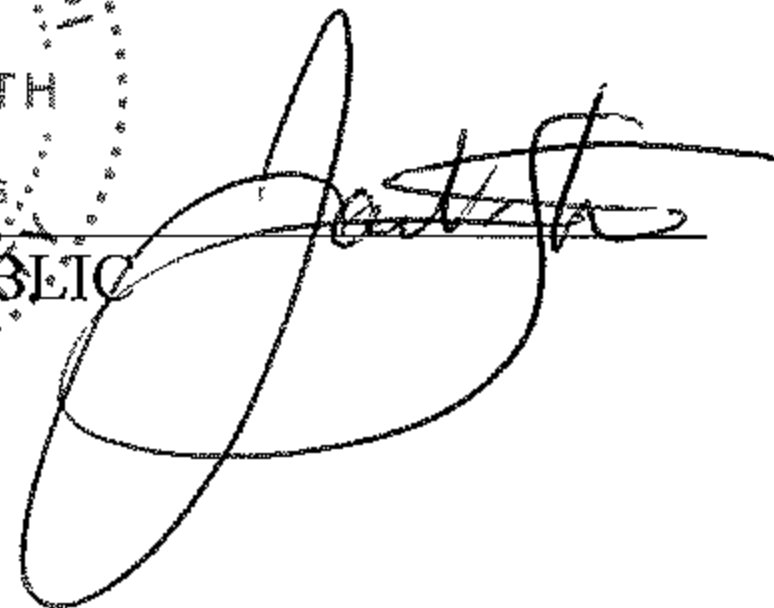
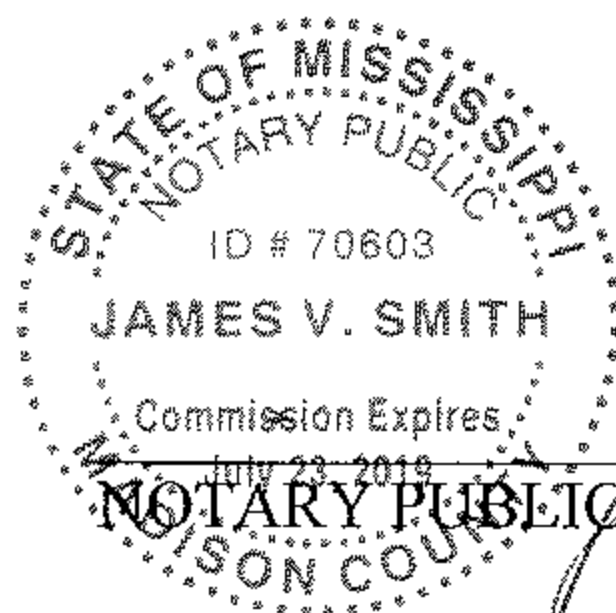
In witness whereof, the duly authorized managing member of the Declarant has executed this Declaration on, this the 15th day of May, 2018.

SANCTUARY DEVELOPMENT, LLC
A Mississippi limited Liability Company

By: 
Barry D. Woodward, Manager

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid county and state, on this 15th day of May, 2018, within my jurisdiction, the within named Barry D. Woodward, who acknowledged that he is a Manager of SANCTUARY DEVELOPMENT, LLC, a Mississippi limited liability company, and that for and on behalf of the limited liability company, and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized by the limited liability company so to do.



My commission expires:

EXHIBIT "A"

DESCRIPTION-PHASE 1

A parcel or tract of land, containing **40.652 acres (1,770,821.26 Sq. Ft. Sq. Ft.)**, more or less, lying and being situated in Section 5, T7N-R2E, and Section 6, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SW corner of Section 5, T7N-R2E, Madison County, Mississippi; run thence

East for a distance of 1,961.50 feet; thence

North 12 degrees 57 minutes 00 seconds West for a distance of 754.27 feet; thence

North 89 degrees 42 minutes 43 seconds West for a distance of 7.22 feet; thence

North 12 degrees 53 minutes 00 seconds West for a distance of 236.07 feet; thence

Continue North 12 degrees 53 minutes 00 seconds West for a distance of 1,792.96 feet; thence

North 89 degrees 14 minutes 19 seconds East for a distance of 4.77 feet; thence

North 12 degrees 57 minutes 00 seconds West for a distance of 60.38 feet; thence

South 89 degrees 56 minutes 53 seconds West for a distance of 1,952.43 feet; thence

South 89 degrees 47 minutes 26 seconds West for a distance of 629.22; thence

South 10 degrees 08 minutes 04 seconds East for a distance of 263.96 feet; thence

161.27 feet along the arc of a 385.00 foot radius curve to the left, said arc having a 160.10 foot chord which bears South 22 degrees 08 minutes 05 seconds East; thence

South 34 degrees 08 minutes 07 seconds East for a distance of 43.16 feet; thence

54.01 feet along the arc of a 415.00 foot radius curve to the right, said arc having a 53.97 foot chord which bears South 30 degrees 24 minutes 24 seconds East; thence

South 26 degrees 40 minutes 41 seconds East for a distance of 118.16 feet to the **POINT OF BEGINNING** of the herein described property; thence

Continue South 26 degrees 40 minutes 41 seconds East for a distance of 76.66 feet; thence

98.78 feet along the arc of a 435.00 foot radius curve to the left, said arc having a 98.57 foot chord which bears South 33 degrees 11 minutes 00 seconds East; thence

South 39 degrees 41 minutes 18 seconds East for a distance of 134.35 feet; thence

188.16 feet along the arc of a 340.00 foot radius curve to the right, said arc having a 185.77 foot chord which bears South 23 degrees 50 minutes 03 seconds East; thence

South 07 degrees 58 minutes 47 seconds East for a distance of 194.04 feet; thence

318.00 feet along the arc of a 4,185.00 foot radius curve to the left, said arc having a 317.92 foot chord which bears South 10 degrees 09 minutes 23 seconds East; thence

South 12 degrees 20 minutes 00 seconds East for a distance of 283.81 feet; thence
Continue South 12 degrees 20 minutes 00 seconds East for a distance of 189.21 feet; thence
South 13 degrees 00 minutes 03 seconds East for a distance of 129.93 feet; thence
South 13 degrees 00 minutes 06 seconds East for a distance of 140.05 feet; thence
South 15 degrees 15 minutes 07 seconds East for a distance of 310.95 feet; thence
South 16 degrees 59 minutes 00 seconds East for a distance of 100.66 feet; thence
Continue South 16 degrees 59 minutes 00 seconds East for a distance of 69.83 feet; thence
South 27 degrees 30 minutes 00 seconds East for a distance of 61.21 feet; thence
North 32 degrees 05 minutes 55 seconds East for a distance of 142.93 feet; thence

489.21 feet along the arc of a 950.00 foot radius curve to the left, said arc having a 483.82 foot chord which bears North 14 degrees 31 minutes 49 seconds East; thence

378.24 feet along the arc of a 1875.00 foot radius curve to the right, said arc having a 377.60 foot chord which bears North 05 degrees 33 minutes 25 seconds East; thence

East for a distance of 355.84 feet; thence
North 00 degrees 33 minutes 51 seconds East for a distance of 331.28 feet; thence
North 87 degrees 09 minutes 05 seconds East for a distance of 88.63 feet; thence

65.87 feet along the arc of a 375.00 foot radius curve to the right, said arc having a 65.78 foot chord which bears South 87 degrees 49 minutes 01 seconds East; thence

North 12 degrees 53 minutes 37 seconds East for a distance of 50.22 feet; thence
North 00 degrees 37 minutes 27 seconds East for a distance of 168.06 feet; thence
South 89 degrees 19 minutes 59 seconds East for a distance of 201.07 feet; thence
North 03 degrees 18 minutes 32 seconds West for a distance of 195.54 feet; thence
North 82 degrees 12 minutes 38 seconds East for a distance of 12.36 feet; thence
North 07 degrees 47 minutes 22 seconds West for a distance of 50.00 feet; thence
North 07 degrees 23 minutes 28 seconds West for a distance of 246.57 feet; thence
North 07 degrees 26 minutes 25 seconds West for a distance of 30.01 feet; thence
South 81 degrees 29 minutes 34 seconds West for a distance of 259.67 feet; thence
South 76 degrees 40 minutes 29 seconds West for a distance of 226.94 feet; thence
North 22 degrees 05 minutes 11 seconds West for a distance of 114.28 feet; thence
North 25 degrees 26 minutes 00 seconds West for a distance of 102.19 feet; thence
South 72 degrees 02 minutes 05 seconds West for a distance of 76.24 feet; thence
North 22 degrees 29 minutes 38 seconds West for a distance of 132.23 feet; thence
North 40 degrees 40 minutes 08 seconds West for a distance of 54.87 feet; thence
North 18 degrees 21 minutes 34 seconds West for a distance of 168.29 feet; thence
South 69 degrees 24 minutes 34 seconds West for a distance of 72.61 feet; thence
South 67 degrees 03 minutes 05 seconds West for a distance of 103.98 feet; thence
South 64 degrees 12 minutes 16 seconds West for a distance of 48.09 feet; thence
South 55 degrees 51 minutes 28 seconds West for a distance of 137.22 feet; thence
South 46 degrees 18 minutes 11 seconds West for a distance of 157.30 feet; thence

35.20 feet along the arc of a 1065.00 foot radius curve to the left, said arc having a 35.20 foot chord which bears North 61 degrees 05 minutes 23 seconds West; thence

227.37 feet along the arc of a 790.00 foot radius curve to the right, said arc having a 226.59 foot chord which bears North 53 degrees 47 minutes 29 seconds West; thence

South 44 degrees 27 minutes 14 seconds West for a distance of 50.00 feet; thence

South 45 degrees 40 minutes 30 seconds West for a distance of 159.99 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

{SPACE LEFT BLANK INTENTIONALLY – Exhibit “B” –“Additional Property” on following page}

Exhibit "B"

DESCRIPTION-SUNNYBROOK FARM, LLC TO SANCTUARY

A parcel or tract of land, containing **101.493 acres (4,421,031.25 Sq. Ft.)**, more or less, lying and being situated in Section 5, T7N-R2E, and Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Sunnybrook Farm, LLC property as described in Deed Book 2005 at Page 366 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SW corner of Section 5, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi, for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin and **POINT OF BEGINNING** of the herein described property; thence

Continue North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property for a distance of 1,792.96 feet to an iron pin at the NW corner, thereof; thence

North 89 degrees 14 minutes 19 seconds East along the Northerly boundary of said North Place Development, Inc. property, for a distance of 4.77 feet to an iron pin lying on the Easterly boundary of the above referenced Sunnybrook Farm, LLC property; thence

Leaving the Northerly boundary of said North Place Development property, run North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Farm, LLC property, for a distance of 60.38 feet to an iron pin lying on the Southerly boundary of Fontanelle, Phase I, a subdivision on file and of record, as shown on map or plat of same, in Plat Cabinet E at Slot 22-B of the Records of the Chancery Clerk of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Farm, LLC property, run South 89 degrees 56 minutes 53 seconds West along the Southerly boundary of said Fontanelle, Phase I, for a distance of 1,952.43 feet

to an iron pin, said point also lying on the Northerly boundary of said Sunnybrook Farm, LLC property; thence

Leaving the Southerly boundary of said Fontanelle, Phase I, run South 89 degrees 47 minutes 26 seconds West along the Northerly boundary of said Sunnybrook Farm, LLC property, for a distance of 629.22 feet to an iron pin lying on the Easterly boundary of Locust Lane, as it existed in November, 2016; thence

Leaving the Northerly boundary of said Sunnybrook Farm, LLC property, run along the Easterly boundary of said Locust Lane to iron pins at each of the following calls;

South 10 degrees 08 minutes 04 seconds East for a distance of 263.96 feet; thence

161.27 feet along the arc of a 385.00 foot radius curve to the left, said arc having a 160.10 foot chord which bears South 22 degrees 08 minutes 05 seconds East; thence

South 34 degrees 08 minutes 07 seconds East for a distance of 43.16 feet; thence

54.01 feet along the arc of a 415.00 foot radius curve to the right, said arc having a 53.97 foot chord which bears South 30 degrees 24 minutes 24 seconds East; thence

South 26 degrees 40 minutes 41 seconds East for a distance of 194.82 feet; thence

98.78 feet along the arc of a 435.00 foot radius curve to the left, said arc having a 98.57 foot chord which bears South 33 degrees 11 minutes 00 seconds East; thence

South 39 degrees 41 minutes 18 seconds East for a distance of 134.35 feet; thence

188.16 feet along the arc of a 340.00 foot radius curve to the right, said arc having a 185.77 foot chord which bears South 23 degrees 50 minutes 03 seconds East; thence

South 07 degrees 58 minutes 47 seconds East for a distance of 194.04 feet; thence

318.00 feet along the arc of a 4,185.00 foot radius curve to the left, said arc having a 317.92 foot chord which bears South 10 degrees 09 minutes 23 seconds East; thence

South 12 degrees 20 minutes 00 seconds East for a distance of 283.81 feet to the Northerly boundary of the above referenced Sunnybrook Estates property; thence

Leaving the Easterly boundary of said Locust Lane, run East along the Northerly boundary of said Sunnybrook Estates property, for a distance of 2,385.97 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

DESCRIPTION-MARSHAL LANE WARWICK TO SANCTUARY

A lot or parcel of land fronting 130 feet on the east side of a public road, all lying and being situated in the SE ¼, Section 6, Township 7 North, Range 2 East, Madison County, Mississippi and more particularly described as **COMMENCING** at the Northwest corner of the J. Frank Stout lot as recorded in Book 96 at Page 35 of the Records of the Chancery Clerk of Madison County, Mississippi run North 13 degrees 07 minutes West along the east side of the public road for 140 feet to the **POINT OF BEGINNING** of the property herein described and from said point of beginning run East parallel to the north line of the J. Frank Stout lot for 200 feet to a point; thence North 126.6 feet to a point; thence West parallel to the north line of the J. Frank Stout lot for 229.5 feet to a point on the east side of the public road; thence South 13 degrees 07 minutes East along the East side of said public road for 130 feet to the **POINT OF BEGINNING**.

DESCRIPTION-SUNNYBROOK ESTATES TO SANCTUARY

A parcel or tract of land, containing **6.195 acres (269,874.93 Sq. Ft.)**, more or less, lying and being situated in Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin and **POINT OF BEGINNING** of the herein described property; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

489.21 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 483.82 foot chord which bears South 14 degrees 31 minutes 49 seconds West to an iron pin; thence

South 32 degrees 05 minutes 55 seconds West for a distance of 142.93 feet to an iron pin lying at the SW corner of said Sunnybrook Estates property, said point also being and lying on the Easterly boundary of Locust Lane (formerly Cemetery Road); thence

Along the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road) to points at each of the following calls;

North 27 degrees 30 minutes 00 seconds West for a distance of 61.21 feet; thence

North 16 degrees 59 minutes 00 seconds West for a distance of 69.83 feet to an iron pin; thence

North 16 degrees 59 minutes 00 seconds West for a distance of 100.66 feet to an iron pin; thence

North 15 degrees 15 minutes 07 seconds West for a distance of 310.95 feet to an iron pin; thence

North 13 degrees 00 minutes 06 seconds West for a distance of 140.05 feet to an iron pin, said point lying at the SW corner of the Marshall Lane Warwick property as described in Deed Book 300 at Page 19 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; thence

Along the Southerly, Easterly, and Northerly boundary of said Warwick property to points at each of the following calls;

East for a distance of 200 feet; thence

North for a distance of 126.60 feet; thence

West for a distance of 229.23 feet to an iron pin, said point lying on the Easterly boundary of said Locust Lane (formerly Cemetery Road); thence

North 12 degrees 20 minutes 00 seconds West along said Easterly boundary of said Locust Lane (formerly Cemetery Road) for a distance of 189.21 feet to an iron pin at the NW corner of said Sunnybrook Estates property; thence

Leaving said Easterly boundary of said Locust Lane (formerly Cemetery Road), run East along the Northerly boundary of said Sunnybrook Estates property, for a distance of 494.92 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

SUBJECT TO;

A non-exclusive, ingress-egress, access easement, lying and being situated in the SE ¼ of Section 6, T7N-R2E, Madison County, Mississippi, over and across the following described property, being more particularly described by metes and bounds as follows:

COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

489.21 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 483.82 foot chord which bears South 14 degrees 31 minutes 49 seconds West to an iron pin and **POINT OF BEGINNING** of the herein described ingress-egress, access easement; thence

South 32 degrees 05 minutes 55 seconds West for a distance of 142.93 feet to an iron pin lying at the SW corner of said Sunnybrook Estates property, said point also being and lying on the Easterly boundary of Locust Lane (formerly, Cemetery Road); thence

Along the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road) to points at each of the following calls;

North 27 degrees 30 minutes 00 seconds West for a distance of 61.21 feet; thence

North 16 degrees 59 minutes 00 seconds West for a distance of 69.83 feet; thence

Leaving said Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road), run East for a distance of 124.61 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

DESCRIPTION-SUNNYBROOK ESTATES TO SANCTUARY
(NORTH OF MS CHRISTIAN FOUNDATION PROPERTY)

A parcel or tract of land, containing **3.677 acres (160,188.78 Sq. Ft.)**, more or less, lying and being situated in Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin and **POINT OF BEGINNING** of the herein described property; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

72.14 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 72.12 foot chord which bears South 01 degrees 57 minutes 12 seconds West to an iron pin lying on the Northerly boundary of the Mississippi Christian Foundation, Inc. property as described in Deed Book 1835 at Page 337 of the Records of said Madison County, Mississippi; thence

West along the Northerly boundary of said Mississippi Christian Foundation, Inc. property for a distance of 354.74 feet an iron pin at the NW corner, thereof, said point also lying on the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of Locust Lane (formerly Cemetery Road); thence

North 13 degrees 00 minutes 06 seconds West along the Westerly boundary of said Sunnybrook Estates property and the Easterly boundary of said Locust Lane (formerly Cemetery Road), for a distance of 140.05 feet to an iron pin, said point lying at the SW corner of the Marshall Lane Warwick property as described in Deed Book 300 at Page 19 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; thence

Along the Southerly, Easterly, and Northerly boundary of said Warwick property to points at each of the following calls;

East for a distance of 200 feet; thence

North for a distance of 126.60 feet; thence

West for a distance of 229.23 feet to an iron pin, said point lying on the Easterly boundary of said Locust Lane (formerly Cemetery Road); thence

North 12 degrees 20 minutes 00 seconds West along said Easterly boundary of said Locust Lane (formerly Cemetery Road) for a distance of 189.21 feet to an iron pin at the NW corner of said Sunnybrook Estates property; thence

Leaving said Easterly boundary of said Locust Lane (formerly Cemetery Road), run East along the Northerly boundary of said Sunnybrook Estates property, for a distance of 494.92 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

DESCRIPTION-SUNNYBROOK ESTATES TO SANCTUARY
(SOUTH OF MS CHRISTIAN FOUNDATION PROPERTY)

A parcel or tract of land, containing **0.544 acres (23,718.42 Sq. Ft.)**, more or less, lying and being situated in Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

72.14 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 72.12 foot chord which bears South 01 degrees 57 minutes 12 seconds West to an iron pin; thence

309.86 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 308.49 foot chord which bears South 13 degrees 28 minutes 22 seconds West to an iron pin lying on the Southerly boundary of the Mississippi Christian Foundation, Inc. property as described in Deed Book 1835 at Page 337 of the Records of said Madison County, Mississippi, and **POINT OF BEGINNING** of the herein described property; thence

Leaving the Southerly boundary of said Mississippi Christian Foundation, Inc. property, run 107.21 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 107.15 foot chord which bears South 26 degrees 02 minutes 59 seconds West to an iron pin; thence

South 32 degrees 05 minutes 55 seconds West for a distance of 142.93 feet to an iron pin lying at the SW corner of said Sunnybrook Estates property, said point also being and lying on the Easterly boundary of Locust Lane (formerly Cemetery Road); thence

Along the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road) to points at each of the following calls;

North 27 degrees 30 minutes 00 seconds West for a distance of 61.21 feet; thence

North 16 degrees 59 minutes 00 seconds West for a distance of 69.83 feet to an iron pin; thence

North 16 degrees 59 minutes 00 seconds West for a distance of 100.66 feet to an iron pin lying at the SW corner of the above referenced Mississippi Christian Foundation, Inc. property; thence

Leaving the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road), run East along the Southerly boundary of said Mississippi Christian Foundation, Inc. property for a distance of 201.07 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

SUBJECT TO;

A non-exclusive, ingress-egress, access easement, lying and being situated in the SE ¼ of Section 6, T7N-R2E, Madison County, Mississippi, over and across the following described property, being more particularly described by metes and bounds as follows:

COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

489.21 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 483.82 foot chord which bears South 14 degrees 31 minutes 49 seconds West to an iron pin and **POINT OF BEGINNING** of the herein described ingress-egress, access easement; thence

South 32 degrees 05 minutes 55 seconds West for a distance of 142.93 feet to an iron pin lying at the SW corner of said Sunnybrook Estates property, said point also being and lying on the Easterly boundary of Locust Lane (formerly, Cemetery Road); thence

Along the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road) to points at each of the following calls;

North 27 degrees 30 minutes 00 seconds West for a distance of 61.21 feet; thence
North 16 degrees 59 minutes 00 seconds West for a distance of 69.83 feet; thence

Leaving said Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road), run East for a distance of 124.61 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

DESCRIPTION-SUNNYBROOK ESTATES REMAINING PROPERTY

A parcel or tract of land, containing **46.050 acres (2,005,928.37 Sq. Ft.)**, more or less, lying and being situated in Section 5, T7N-R2E, and Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Office of the Chancery Clerk of said Madison County, at Madison, Mississippi, and being more particularly described as follows:

BEGINNING at an iron pin lying at the SW corner of said Section 5, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

489.21 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 483.82 foot chord which bears South 14 degrees 31 minutes 49 seconds West to an iron pin; thence

South 32 degrees 05 minutes 55 seconds West for a distance of 142.93 feet to an iron pin lying at the SW corner of said Sunnybrook Estates property; thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 392.33 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

TOGETHER WITH (ACCESS EASEMENT);

A non-exclusive, ingress-egress, access easement, over and across, the following described parcel or tract of land;

A parcel or tract of land, containing **0.375 acres (16,345.45 Sq. Ft.)**, more or less, lying and being situated in Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Gianni, LLC property as described in Deed Book 2609 at Page 41 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi, for a distance of 1,961.50 feet to the SE corner, thereof; thence North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc., property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin; thence

Continue North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property for a distance of 1,792.96 feet to an iron pin at the NW corner, thereof; thence

North 89 degrees 14 minutes 19 seconds East along the Northerly boundary of said North Place Development, Inc. property, for a distance of 4.77 feet to an iron pin lying on the Easterly boundary of the Sunnybrook Farm, LLC property as described in Deed Book 2005 at Page 366 of the Records of the Office of the Chancery Clerk of said Madison County at Canton, Mississippi; thence

Leaving the Northerly boundary of said North Place Development property, run North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Farm, LLC property, for a distance of 60.38 feet to an iron pin lying on the Southerly boundary of Fontanelle, Phase I, a subdivision

on file and of record, as shown on map or plat of same, in Plat Cabinet E at Slot 22-B of the Records of the Chancery Clerk of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Farm, LLC property, run South 89 degrees 56 minutes 53 seconds West along the Southerly boundary of said Fontanelle, Phase I, for a distance of 1,952.43 feet to an iron pin, said point also lying on the Northerly boundary of said Sunnybrook Farm, LLC property; thence

Leaving the Southerly boundary of said Fontanelle, Phase I, run South 89 degrees 47 minutes 26 seconds West along the Northerly boundary of said Sunnybrook Farm, LLC property, for a distance of 457.63 feet to the **POINT OF BEGINNING** of the herein described ingress-egress, access easement; thence

Continue South 89 degrees 47 minutes 26 seconds West along the Northerly boundary of said Sunnybrook Farm, LLC property, for a distance of 171.59 feet; thence

Leaving the Northerly boundary of said Sunnybrook Farm, LLC property, run North 18 degrees 09 minutes 20 seconds East for a distance of 73.22 feet to an iron pin on the Westerly boundary of the above referenced Gianni, LLC property; thence

South 60 degrees 16 minutes 43 seconds East along the Westerly boundary of said Gianni, LLC property, for a distance of 40.96 feet to an iron pin; thence

North 36 degrees 26 minutes 01 seconds East along the Westerly boundary of said Gianni, LLC property, for a distance of 59.82 feet to an iron pin; thence

Leaving the Westerly boundary of said Gianni, LLC property, run East for a distance of 144.67 feet to an iron pin lying on the Easterly boundary of said Gianni, LLC property; thence

Along the Easterly boundary of said Gianni, LLC property, 117.72 feet, more or less, along the arc of a 1691.89 foot radius curve to the right, said arc having a 117.70 foot chord which bears South 34 degrees 41 minutes 52 seconds West to the **POINT OF BEGINNING** of the above described parcel or tract of land.

Prepared by:
Paul L. Gunn (MSB 5071)
Watkins & Eager PLLC
400 East Capitol Street, Suite 300 (39201) FIRST GUARANTY
Post Office Box 650
Jackson, Mississippi 39205
601-965-1264

Recording Fee
\$36.00
Archive Fee
\$1.00

Total
\$37.00

Indexing Instructions:
Lots 94-110 & 115-121, Whittington , Ph. 2
Plat Cabinet F, Slide(s)115A&B
City of Madison, Madison County, MS

Book 3657 Page 239
T
10/16/2018 10:33:14 AM



Madison County, MS
I certify this
instrument was filed
on 10/16/2018 10:33:14
AM

Marginal Notation – Book 3601 at Page 281

and eRecorded in the
T
Book 3657 Page 239 -
253
INSTR#: 852230
Ronny Lott, Chancery
Clerk
By: RGK

STATE OF MISSISSIPPI
COUNTY OF MADISON

**FIRST AMENDMENT AND SUPPLEMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WHITTINGTON, PHASE 2**

THIS FIRST AMENDMENT AND SUPPLEMENT is made as of this the 12th day of October 2018, by Sanctuary Development, LLC, a Mississippi limited liability company, the Declarant herein, and in that certain Declaration of Covenants, Conditions and Restrictions for Whittington dated May 15th, 2018, and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 3601 at Page 281 (the "Declaration").

WHEREAS, the Declarant, pursuant to the provisions of Article XIII of the Declaration desires to annex a portion of the additional property described in *Exhibit B* to the Declaration and to make said property subject to the provisions, covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration; and

WHEREAS, Declarant will cause a portion of the additional property as described in *Exhibit A* hereto, and by reference made a part hereof, to be subdivided as an additional phase of Whittington.

NOW, THEREFORE, Declarant does hereby annex the property described in *Exhibit A* attached hereto and made a part hereof, to the Property subject to the Declaration, and declares that the property described in *Exhibit A* hereto and all Lots and Common Areas and Common Facilities now or hereafter to be platted or subdivided thereon, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration.

Except as amended hereby, the Declaration as herein amended remains in full force and effect, unchanged and unaltered hereby.

WITNESS THE SIGNATURE of the Declarant on the day and year first above written.

[Execution occurs on following page.]

EXECUTION PAGE FOR FIRST AMENDMENT AND SUPPLEMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WHITTINGTON, PHASE 2

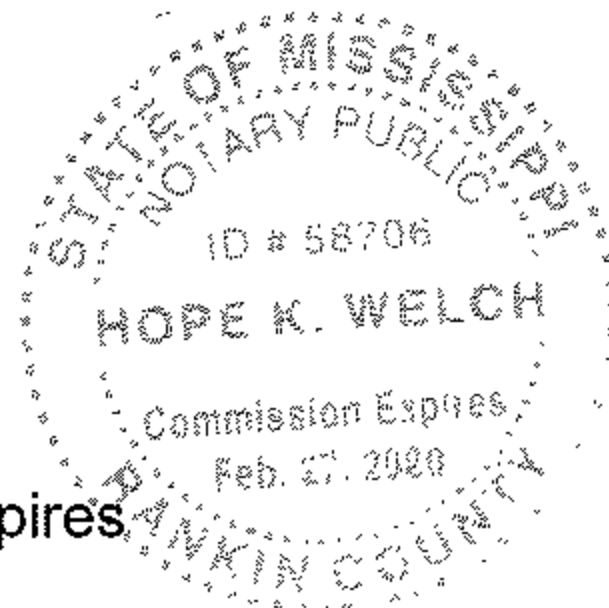
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SANCTUARY DEVELOPMENT, LLC,
a Mississippi limited liability company

By: 
Barry D. Woodward
Member/Manager

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 15th day of October 2018, within my jurisdiction, the within named *Barry D. Woodward, Manager*, who acknowledged that he is a Manager of Sanctuary Development, LLC, a Mississippi limited liability company, and that in said representative capacity and as its act and deed, he executed the above and foregoing instrument, after having first been duly authorized so to do.



My commission expires

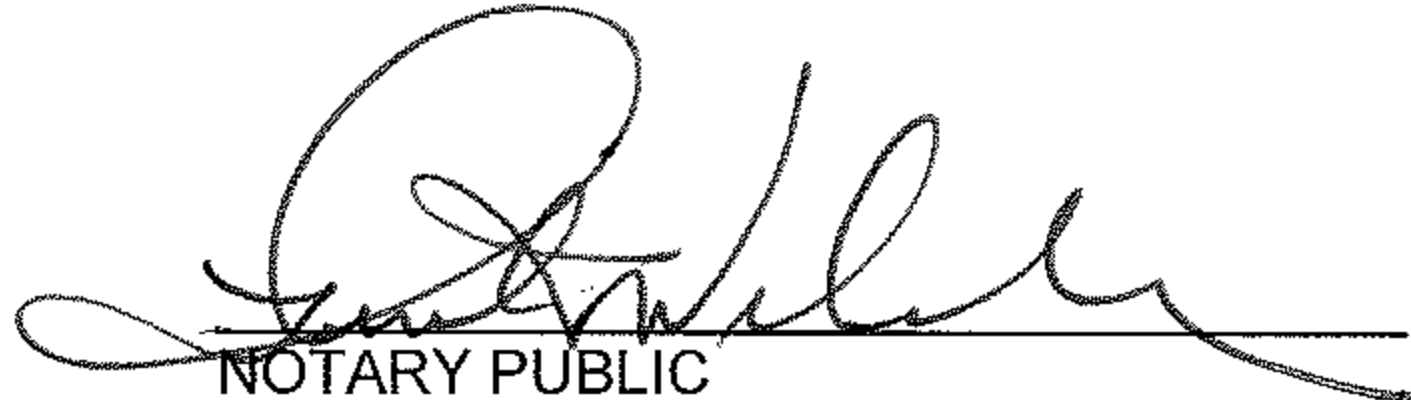

NOTARY PUBLIC

Exhibit "A"

DESCRIPTION-SUNNYBROOK FARM, LLC TO SANCTUARY

A parcel or tract of land, containing **101.493 acres (4,421,031.25 Sq. Ft.)**, more or less, lying and being situated in Section 5, T7N-R2E, and Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Sunnybrook Farm, LLC property as described in Deed Book 2005 at Page 366 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SW corner of Section 5, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi, for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin and **POINT OF BEGINNING** of the herein described property; thence

Continue North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property for a distance of 1,792.96 feet to an iron pin at the NW corner, thereof; thence

North 89 degrees 14 minutes 19 seconds East along the Northerly boundary of said North Place Development, Inc. property, for a distance of 4.77 feet to an iron pin lying on the Easterly boundary of the above referenced Sunnybrook Farm, LLC property; thence

Leaving the Northerly boundary of said North Place Development property, run North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Farm, LLC property, for a distance of 60.38 feet to an iron pin lying on the Southerly boundary of Fontanelle, Phase I, a subdivision on file and of record, as shown on map or plat of same, in Plat Cabinet E at Slot 22-B of the Records of the Chancery Clerk of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Farm, LLC property, run South 89 degrees 56 minutes 53 seconds West along the Southerly boundary of said Fontanelle, Phase I, for a distance of 1,952.43 feet to an iron pin, said point also lying on the Northerly boundary of said Sunnybrook Farm, LLC property; thence

Leaving the Southerly boundary of said Fontanelle, Phase I, run South 89 degrees 47 minutes 26 seconds West along the Northerly boundary of said Sunnybrook Farm, LLC property, for a distance of 629.22 feet to an iron pin lying on the Easterly boundary of Locust Lane, as it existed in November, 2016; thence

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Leaving the Northerly boundary of said Sunnybrook Farm, LLC property, run ^Talong the Easterly boundary of said Locust Lane to iron pins at each of the following calls; 10/16/2018 10:04 AM

South 10 degrees 08 minutes 04 seconds East for a distance of 263.96 feet; thence

161.27 feet along the arc of a 385.00 foot radius curve to the left, said arc having a 160.10 foot chord which bears South 22 degrees 08 minutes 05 seconds East; thence

South 34 degrees 08 minutes 07 seconds East for a distance of 43.16 feet; thence

54.01 feet along the arc of a 415.00 foot radius curve to the right, said arc having a 53.97 foot chord which bears South 30 degrees 24 minutes 24 seconds East; thence

South 26 degrees 40 minutes 41 seconds East for a distance of 194.82 feet; thence

98.78 feet along the arc of a 435.00 foot radius curve to the left, said arc having a 98.57 foot chord which bears South 33 degrees 11 minutes 00 seconds East; thence

South 39 degrees 41 minutes 18 seconds East for a distance of 134.35 feet; thence

188.16 feet along the arc of a 340.00 foot radius curve to the right, said arc having a 185.77 foot chord which bears South 23 degrees 50 minutes 03 seconds East; thence

South 07 degrees 58 minutes 47 seconds East for a distance of 194.04 feet; thence

318.00 feet along the arc of a 4,185.00 foot radius curve to the left, said arc having a 317.92 foot chord which bears South 10 degrees 09 minutes 23 seconds East; thence

South 12 degrees 20 minutes 00 seconds East for a distance of 283.81 feet to the Northerly boundary of the above referenced Sunnybrook Estates property; thence

Leaving the Easterly boundary of said Locust Lane, run East along the Northerly boundary of said Sunnybrook Estates property, for a distance of 2,385.97 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

DESCRIPTION-MARSHAL LANE WARWICK TO SANCTUARY

A lot or parcel of land fronting 130 feet on the east side of a public road, all lying and being situated in the SE ¼, Section 6, Township 7 North, Range 2 East, Madison County, Mississippi and more particularly described as **COMMENCING** at the Northwest corner of the J. Frank Stout lot as recorded in Book 96 at Page 35 of the Records of the Chancery Clerk of Madison County, Mississippi, run North 43 degrees 07 minutes West along the east side of the public road for 140 feet to the **POINT OF BEGINNING** of the property herein described and from said point of beginning run East parallel to the north line of the J. Frank Stout lot for 200 feet to a point; thence North 126.6 feet to a point; thence West parallel to the north line of the J. Frank Stout lot for 229.5 feet to a point on the east side of the public road; thence South 13 degrees 07 minutes East along the East side of said public road for 130 feet to the **POINT OF BEGINNING**.

DESCRIPTION-SUNNYBROOK ESTATES TO SANCTUARY

A parcel or tract of land, containing **6.195 acres (269,874.93 Sq. Ft.)**, more or less, lying and being situated in Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin and **POINT OF BEGINNING** of the herein described property; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

489.21 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 483.82 foot chord which bears South 14 degrees 31 minutes 49 seconds West to an iron pin; thence

South 32 degrees 05 minutes 55 seconds West for a distance of 142.93 feet to an iron pin lying at the SW corner of said Sunnybrook Estates property, said point also being and lying on the Easterly boundary of Locust Lane (formerly Cemetery Road); thence

Along the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road) to points at each of the following calls;

North 27 degrees 30 minutes 00 seconds West for a distance of 61.21 feet; thence

North 16 degrees 59 minutes 00 seconds West for a distance of 69.83 feet to an iron pin; thence

North 16 degrees 59 minutes 00 seconds West for a distance of 100.66 feet to an iron pin; thence

North 15 degrees 15 minutes 07 seconds West for a distance of 310.95 feet to an iron pin; thence

North 13 degrees 00 minutes 06 seconds West for a distance of 140.05 feet to an iron pin, said point lying at the SW corner of the Marshall Lane Warwick property as described in Deed Book 300 at Page 19 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; thence

Along the Southerly, Easterly, and Northerly boundary of said Warwick property to points at each of the following calls;

East for a distance of 200 feet; thence

North for a distance of 126.60 feet; thence

West for a distance of 229.23 feet to an iron pin, said point lying on the Easterly boundary of said Locust Lane (formerly Cemetery Road); thence

North 12 degrees 20 minutes 00 seconds West along said Easterly boundary of said Locust Lane (formerly Cemetery Road) for a distance of 189.21 feet to an iron pin at the NW corner of said Sunnybrook Estates property; thence

Leaving said Easterly boundary of said Locust Lane (formerly Cemetery Road), run East along the Northerly boundary of said Sunnybrook Estates property, for a distance of 494.92 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

SUBJECT TO;

A non-exclusive, ingress-egress, access easement, lying and being situated in the SE ¼ of Section 6, T7N-R2E, Madison County, Mississippi, over and across the following described property, being more particularly described by metes and bounds as follows:

COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

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Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

489.21 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 483.82 foot chord which bears South 14 degrees 31 minutes 49 seconds West to an iron pin and **POINT OF BEGINNING** of the herein described ingress-egress, access easement; thence

South 32 degrees 05 minutes 55 seconds West for a distance of 142.93 feet to an iron pin lying at the SW corner of said Sunnybrook Estates property, said point also being and lying on the Easterly boundary of Locust Lane (formerly, Cemetery Road); thence

Along the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road) to points at each of the following calls;

North 27 degrees 30 minutes 00 seconds West for a distance of 61.21 feet; thence

North 16 degrees 59 minutes 00 seconds West for a distance of 69.83 feet; thence

Leaving said Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road), run East for a distance of 124.61 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

DESCRIPTION-SUNNYBROOK ESTATES TO SANCTUARY

(NORTH OF MS CHRISTIAN FOUNDATION PROPERTY)

A parcel or tract of land, containing **3.677 acres (160,188.78 Sq. Ft.)**, more or less, lying and being situated in Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Office of the ~~the~~ ^{the} ~~Chancery~~ ^{County} Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows: 10:33:14 AM

COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin and **POINT OF BEGINNING** of the herein described property; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

72.14 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 72.12 foot chord which bears South 01 degrees 57 minutes 12 seconds West to an iron pin lying on the Northerly boundary of the Mississippi Christian Foundation, Inc. property as described in Deed Book 1835 at Page 337 of the Records of said Madison County, Mississippi; thence

West along the Northerly boundary of said Mississippi Christian Foundation, Inc. property for a distance of 354.74 feet an iron pin at the NW corner, thereof, said point also lying on the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of Locust Lane (formerly Cemetery Road); thence

North 13 degrees 00 minutes 06 seconds West along the Westerly boundary of said Sunnybrook Estates property and the Easterly boundary of said Locust Lane (formerly Cemetery Road), for a distance of 140.05 feet to an iron pin, said point lying at the SW corner of the Marshall Lane Warwick property as described in Deed Book 300 at Page 19 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; thence

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Along the Southerly, Easterly, and Northerly boundary of said Warwick property to points at each of the following calls;

East for a distance of 200 feet; thence

North for a distance of 126.60 feet; thence

West for a distance of 229.23 feet to an iron pin, said point lying on the Easterly boundary of said Locust Lane (formerly Cemetery Road); thence

North 12 degrees 20 minutes 00 seconds West along said Easterly boundary of said Locust Lane (formerly Cemetery Road) for a distance of 189.21 feet to an iron pin at the NW corner of said Sunnybrook Estates property; thence

Leaving said Easterly boundary of said Locust Lane (formerly Cemetery Road), run East along the Northerly boundary of said Sunnybrook Estates property, for a distance of 494.92 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

DESCRIPTION-SUNNYBROOK ESTATES TO SANCTUARY
(SOUTH OF MS CHRISTIAN FOUNDATION PROPERTY)

A parcel or tract of land, containing **0.544 acres (23,718.42 Sq. Ft.)**, more or less, lying and being situated in Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

72.14 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 72.12 foot chord which bears South 01 degrees 57 minutes 12 seconds West to an iron pin; thence

309.86 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 308.49 foot chord which bears South 13 degrees 28 minutes 22 seconds West to an iron pin lying on the Southerly boundary of the Mississippi Christian Foundation, Inc. property as described in Deed Book 1835 at Page 337 of the Records of said Madison County, Mississippi, and **POINT OF BEGINNING** of the herein described property; thence

Leaving the Southerly boundary of said Mississippi Christian Foundation, Inc. property, run 107.21 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 107.15 foot chord which bears South 26 degrees 02 minutes 59 seconds West to an iron pin; thence

South 32 degrees 05 minutes 55 seconds West for a distance of 142.93 feet to an iron pin lying at the SW corner of said Sunnybrook Estates property, said point also being and lying on the Easterly boundary of Locust Lane (formerly Cemetery Road); thence

Along the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road) to points at each of the following calls;

North 27 degrees 30 minutes 00 seconds West for a distance of 61.21 feet; thence

North 16 degrees 59 minutes 00 seconds West for a distance of 69.83 feet to an iron pin; thence

North 16 degrees 59 minutes 00 seconds West for a distance of 100.66 feet to an iron pin lying at the SW corner of the above referenced Mississippi Christian Foundation, Inc. property; thence

Leaving the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road), run East along the Southerly boundary of said Mississippi Christian Foundation, Inc. property for a distance of 201.07 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

SUBJECT TO;

A non-exclusive, ingress-egress, access easement, lying and being situated in the SE ¼ of Section 6, T7N-R2E, Madison County, Mississippi, over and across the following described property, also being more particularly described by metes and bounds as follows:

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COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

489.21 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 483.82 foot chord which bears South 14 degrees 31 minutes 49 seconds West to an iron pin and **POINT OF BEGINNING** of the herein described ingress-egress, access easement; thence

South 32 degrees 05 minutes 55 seconds West for a distance of 142.93 feet to an iron pin lying at the SW corner of said Sunnybrook Estates property, said point also being and lying on the Easterly boundary of Locust Lane (formerly, Cemetery Road); thence

Along the Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road) to points at each of the following calls;

North 27 degrees 30 minutes 00 seconds West for a distance of 61.21 feet; thence
North 16 degrees 59 minutes 00 seconds West for a distance of 69.83 feet; thence

Leaving said Westerly boundary of said Sunnybrook Estates property, also being the Easterly boundary of said Locust Lane (formerly Cemetery Road), run East for a distance of 124.61 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

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DESCRIPTION-SUNNYBROOK ESTATES REMAINING PROPERTY

A parcel or tract of land, containing **46.050 acres (2,005,928.37 Sq. Ft.)**, more or less, lying and being situated in Section 5, T7N-R2E, and Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Office of the Chancery Clerk of said Madison County, at Madison, Mississippi, and being more particularly described as follows:

BEGINNING at an iron pin lying at the SW corner of said Section 5, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 1,961.50 feet to the SE corner, thereof; thence

North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc. property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin lying on the Northerly boundary of said Sunnybrook Estates property; thence

Leaving the Westerly boundary of said North Place Development, Inc. property, run West along the Northerly boundary of said Sunnybrook Estates property, for a distance of 1,891.05 feet to an iron pin; thence

Leaving the Northerly boundary of said Sunnybrook Estates property, run to points at each of the following calls;

378.24 feet along the arc of a 1875.00 foot radius curve to the left, said arc having a 377.60 foot chord which bears South 05 degrees 33 minutes 25 seconds West to an iron pin; thence

489.21 feet along the arc of a 950.00 foot radius curve to the right, said arc having a 483.82 foot chord which bears South 14 degrees 31 minutes 49 seconds West to an iron pin; thence

South 32 degrees 05 minutes 55 seconds West for a distance of 142.93 feet to an iron pin lying at the SW corner of said Sunnybrook Estates property; thence

East along the Southerly boundary of said Sunnybrook Estates property for a distance of 367.33 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

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TOGETHER WITH (ACCESS EASEMENT);

A non-exclusive, ingress-egress, access easement, over and across, the following described parcel or tract of land;

A parcel or tract of land, containing **0.375 acres (16,345.45 Sq. Ft.)**, more or less, lying and being situated in Section 6, T7N-R2E, Madison County, Mississippi, being a part of the Gianni, LLC property as described in Deed Book 2609 at Page 41 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SE corner of said Section 6, T7N-R2E, Madison County, Mississippi; run thence

East along the Southerly boundary of the Sunnybrook Estates property as described in Deed Book 384 at Page 201 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi, for a distance of 1,961.50 feet to the SE corner, thereof; thence North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Estates property, for a distance of 754.27 feet to the Southerly boundary of Tract 1 of the North Place Development, Inc., property as described in Deed Book 2834 at Page 887 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Estates property, run North 89 degrees 42 minutes 43 seconds West along the Southerly boundary of said North Place Development, Inc. property, for a distance of 7.22 feet to an iron pin at the SW corner, thereof; thence

North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property, for a distance of 236.07 feet to an iron pin; thence

Continue North 12 degrees 53 minutes 00 seconds West along the Westerly boundary of said North Place Development, Inc. property for a distance of 1,792.96 feet to an iron pin at the NW corner, thereof; thence

North 89 degrees 14 minutes 19 seconds East along the Northerly boundary of said North Place Development, Inc. property, for a distance of 4.77 feet to an iron pin lying on the Easterly boundary of the Sunnybrook Farm, LLC property as described in Deed Book 2005 at Page 366 of the Records of the Office of the Chancery Clerk of said Madison County at Canton, Mississippi; thence

Leaving the Northerly boundary of said North Place Development property, run North 12 degrees 57 minutes 00 seconds West along the Easterly boundary of said Sunnybrook Farm, LLC property, for a distance of 60.38 feet to an iron pin lying on the Southerly boundary of Fontanelle, Phase I, a subdivision

on file and of record, as shown on map or plat of same, in Plat Cabinet E at Slot 22-B of the Records of the Chancery Clerk of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Sunnybrook Farm, LLC property, run South 89 degrees 56 minutes 53 seconds West along the Southerly boundary of said Fontanelle, Phase I, for a distance of 457.63 feet to an iron pin, said point also lying on the Northerly boundary of said Sunnybrook Farm, LLC property; thence

Leaving the Southerly boundary of said Fontanelle, Phase I, run South 89 degrees 47 minutes 26 seconds West along the Northerly boundary of said Sunnybrook Farm, LLC property, for a distance of 457.63 feet to the **POINT OF BEGINNING** of the herein described ingress-egress, access easement; thence

Continue South 89 degrees 47 minutes 26 seconds West along the Northerly boundary of said Sunnybrook Farm, LLC property, for a distance of 171.59 feet; thence

Leaving the Northerly boundary of said Sunnybrook Farm, LLC property, run North 18 degrees 09 minutes 20 seconds East for a distance of 73.22 feet to an iron pin on the Westerly boundary of the above referenced Gianni, LLC property; thence

South 60 degrees 16 minutes 43 seconds East along the Westerly boundary of said Gianni, LLC property, for a distance of 40.96 feet to an iron pin; thence

North 36 degrees 26 minutes 01 seconds East along the Westerly boundary of said Gianni, LLC property, for a distance of 59.82 feet to an iron pin; thence

Leaving the Westerly boundary of said Gianni, LLC property, run East for a distance of 144.67 feet to an iron pin lying on the Easterly boundary of said Gianni, LLC property; thence

Along the Easterly boundary of said Gianni, LLC property, 117.72 feet, more or less, along the arc of a 1691.89 foot radius curve to the right, said arc having a 117.70 foot chord which bears South 34 degrees 41 minutes 52 seconds West to the **POINT OF BEGINNING** of the above described parcel or tract of land.



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