

STATE OF MISSISSIPPI:  
COUNTY OF OKTIBBEHA:

**WILDBRIAR SUBDIVISION  
RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THE PRESENTS that the undersigned, BRIAR CREEK CATTLE CO., LLP, being the owner as of the date of this instrument, of a certain tract or parcel of land situated in Oktibbeha County, Mississippi, does hereby place and impose upon said property restrictive covenants limiting and defining the use thereof as hereinafter set forth, which covenants shall run with the land, for the period and under the terms and conditions hereinafter set forth. The property being restricted being described as follows, to wit:

Commence at a corner fence post being used as the Northwest corner of the Northwest quarter of the Northeast quarter of Section 18, Township 18 North, Range 15 East, Oktibbeha County. Said corner fence post also being used as the Point of Beginning.

Thence run N04°51'W along an old fence 270.63 feet; thence run N00°22'E along said old fence 539.28 feet; thence run N01°40'E along said old fence 211.65 feet; thence run N04°24'E 287.54 feet to the center of an old railroad bed; thence run S74°32'E along said old railroad bed 171.41 feet; thence run along said old railroad bed along a curve having a radius of 1348.20 feet and also having a long chord of bearing S61°44'E and length of 522.40 feet for an arc distance of 525.72 feet; thence run S48°18'E along said old railroad bed 642.41 feet; thence run along said old railroad bed along a curve having a radius of 1945.79 feet and also having a long chord of bearing S39°50'E and length of 479.74 feet for an arc distance of 480.97 feet; thence run S31°53'E along said old railroad bed 1047.84 feet; thence run along said old railroad bed along a curve having a radius of 1835.18 feet and also having a long chord of bearing S44°47'E and length of 688.28 feet for an arc distance of 692.38 feet; thence run S56°46'E along said old railroad bed 273.28 feet to the remnants of an old fence; thence run S88°53'W along said fence remnants 681.46 feet; thence run South 1268.41 feet to an old fence on the North right-of-way for Artesia Road; thence run N89°17'W along said right-of-way 227.77 feet; thence run S89°23'W along said right-of-way 403.19 feet; thence run S89°02'W along said right-of-way 444.54 feet; thence run N86°53'W along

said right-of-way 241.55 feet to a corner fence post; thence run N35°34'W along an old fence 1350.15 feet; thence run N36°24'W along said old fence 915.03 feet; thence run N00°02'E along an old fence 759.30 feet to a corner fence post; thence run S89°22'E along said fence 637.89 feet to a corner fence post and the Point of Beginning.

Being a total of 159.37 acres, more or less.

All being part of the NE 1/4 of the NE 1/4 of Section 18, T-18-N, R-15-E, Oktibbeha County, Mississippi.

Also being part of the SE 1/4 of the SE 1/4 of Section 7, T-18-N, R-15-E, Oktibbeha County, Mississippi.

Also being part of the SE 1/4 of the NE 1/4 of Section 18, T-18-N, R-15-E, Oktibbeha County, Mississippi.

Also being part of the SW 1/4 of the NE 1/4 of Section 18, T-18-N, R-15-E, Oktibbeha County, Mississippi.

Also being part of the NW 1/4 of the NE 1/4 of Section 18, T-18-N, R-15-E, Oktibbeha County, Mississippi.

Also being part of the SW 1/4 of the SE 1/4 of Section 7, T-18-N, R-15-E, Oktibbeha County, Mississippi.

Also being part of the NE 1/4 of the NW 1/4 of Section 18, T-18-N, R-15-E, Oktibbeha County, Mississippi.

Also being part of the SE 1/4 of the NW 1/4 of Section 18, T-18-N, R-15-E, Oktibbeha County, Mississippi.

### **COVENANTS - WILDBRIAR SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for Wildbriar Subdivision is made by Briar Creek Cattle Co. The Subdivision Wildbriar, being a planned unit development will be controlled by an Architectural Review Committee. This development will be used for no other purpose than residential dwellings which will have a designated common area and possible future common facilities for the benefit of the residents and their guests. In order to preserve the values and amenities the developer desires to subject the property, including any and all improvements constructed on the property to the covenants, conditions, uses limitations, obligations, easements, changes, assessments and liens contained in this declaration which are individually and collectively for the benefit of the property owner and the developer.

The developer desires the efficient preservation of the value and

amenities in, and the enhancement of the charm and beauty of the residential community, Therefore the developer has created and organized an agency called the "Association" and has delegated and assigned powers and duties created by and in this declaration to the Association.

The Association will be responsible for the administration and maintenance of the common area and any future common facilities, the administration and enforcement of the provisions of this declaration, and the determination, collection and disbursement of the maintenance fees and special assessments and charges (collectively "assessments").

There will be an Architectural Review Committee (A.R.C.) in Wildbriar Subdivision of not less than three and no more than five individuals who will be appointed by the developer. When more than half of the lots plated are sold, the Association along with the Developer shall appoint individuals to serve on the A.R.C. with the Developer appointing three individuals and the Association appointing two individuals.

Any member of the Architectural Control committee may be authorized by the Architectural Control Committee to exercise the full authority of the Architectural Control Committee with respect to all matters over which the Architectural Control Committee has authority. Any decision by said authorized member will be, however, subject to review and modification by the Architectural Control Committee on its own motion or on appeal by the applicant to the Architectural Control Committee as provided herein.

Building plans of a reasonable scale, which shall include the floor plan and square footage, elevation, specifications, exterior finish, plot plan, and construction schedule must be reviewed by the A.R.C. and approved.

Within thirty days after receipt of all plans, the A.R.C. shall either approve or disapprove the plans. Written notice shall be given to the builder or owner specifying the reason for disapproval.

If the lot owner shall fail to receive written notice within thirty days, the plans or the proposed modifications or changes to the plans will be deemed to have been approved by the A.R.C.

The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Architectural Control Committee, Such requests shall be reviewed promptly by the Architectural Control Committee. The decision of a Architectural Control Committee with respect to such matter shall be final and binding.

#### **DEFINITIONS**

**A.R.C.** - Architectural Review Committee

**Assessments** - shall mean the share allocated to the owner of a lot within the Association. Assessment will provide for taxes, liability insurance, annual maintenance and other amounts incurred with the maintenance of the common area.

**Association** - shall mean Wildbriar owners Association (lot owner and developer).

**Board of Directors** - Board of Directors of the Association to be elected first by the Declarant and later by the Association.

**By-laws** - shall mean the by-laws of the Association which may be amended from time to time.

**Common Area** - shall mean all real property designated as a common area which is owned or leased by or otherwise made available to the Association for the common use, benefit and enjoyment of the members.

**Declarant** - shall mean Briar Creek Cattle Co., LLP, a Mississippi Limited Liability Partnership, and its successors and assigns.

**Declaration** - shall mean the declaration of covenants, conditions and restrictions of Wildbriar Subdivision, filed for record in the office of the Chancery Clerk of Oktibbeha County at Starkville, Mississippi.

**Developer** - means the Declarant and each person who is a successor in title to the Declarant of all unsold lots and is engaged in the business of the development, improvement, and sale of any lot, including the construction and sale of a dwelling and related improvements or appurtenances on any lot.

**Dwelling** - shall mean any building or portion of a building located on the property which is designed and intended for use and occupancy as a residence by a single individual or by a family including residential houses, garden houses or town houses.

**Owner** - shall mean the record holder of the deed to any lot.

**Plans** - means blueprints, drawings, and specifications and samples prepared by or for the developer or other builder in connection with the development or improvement of a lot.

**Plat** - shall mean the subdivision map or plat of Wildbriar Subdivision which has been or may be filed for record in the office of the chancery Clerk of Oktibbeha County, Mississippi.

**Water Area** - property adjoining the lake.

**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

The members of the Association shall be and consist of every person who is, or who becomes, an owner of record of the fee title in a lot. When more than one person owns or holds an interest or interests in a lot, then all such persons shall be members of the Association.

The Association shall have two classes of voting members. Wherever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of members, then such provision shall require a separate vote by the specified percentage of the voting power of the class A members and by the specified percentage of the voting power of the class B members. Whenever any provision of this 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 combined voting power of all members.

Except as otherwise specifically provided, the voting rights of the members shall be as follows:

The Class A members shall be any owner of a lot. Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A members shall be equal to the aggregate number of lots owned. When more than one member owns or otherwise holds an interest or interests in a lot, then the one vote for such lot shall be exercised as such members shall determine, but in no event shall more than one vote be cast with respect to any lot.

The Class B member shall be the Declarant who shall be entitled to three votes for each lot owned.

The membership of both the Class A members and the Class B member shall be appurtenant to the ownership of a lot. A membership shall not be held, assigned, transferred pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the lot to which the membership is appurtenant.

When the voting power of the Class A members equals the voting

power of the Class B member, then the class B member shall cease and be converted into a Class A member.

At any time or times after the Class B member shall have been converted to a Class A member as provided herein, if the Declarant annexes additional property to the existing subdivision property and as a result of said annexation the Declarant owns more than one-fourth of the lots on the property, including the annexed additional property, then the status of the Declarant as a Class B member shall be fully reinstated with respect to all lots owned by the Declarant. Following each such reinstatement of the Class B member and while the Class B member shall continue to exist, the Declarant shall have all rights and powers of the Class B member as provided by this Declaration. After each such reinstatement, the Declarant shall continue to be a Class B member until such time as the total voting power of the Class A members equals the total voting power of the Class B member. At such time, the Class B member shall cease and be converted into a Class A member.

There will be an annual meeting of the members of the Association. The first annual meeting of the members will be held at whatever time and place the Declarant chooses. At that time a Board of Directors will be chosen and a date set for the yearly annual meeting.

#### **PHASE DEVELOPMENT**

The Declarant expressly reserves the option, right and privilege to annex all or any portion of real property adjoining the property described in the legal description. The provisions of this declaration shall not affect or apply to any portion of the additional property unless and until such portions of the additional property have been annexed and specifically made subject to this declaration. 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 shall not be required to obtain any consent or approval of any Class A member or other person, including mortgagee, to annex any additional property to the development.

#### **ANNUAL ASSESSMENT**

Each owner, by acceptance of a deed for such lot, shall be deemed to covenant and agree to pay to the Association the owners annual assessment for such lot's proportionate share of the amount estimated

by the Board of Directors to be required for the purpose of paying liability insurance and taxes and maintaining the common area. The Board of Directors shall determine the amount of the annual assessment and see that all assessment fees are collected and dispensed. The annual assessment for each fiscal year shall be paid in twelve equal monthly installments as determined by the Association.

#### **ANNUAL MAINTENANCE ASSESSMENTS**

The annual maintenance assessments levied by the Association shall be used exclusively (1) to promote the health, safety and welfare of the residents of the property, including the improvement, maintenance and repair of the Common Area and any future Common Facilities, and (2) to pay the costs of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of the Common Area and future Common Facilities. The purpose for which the annual maintenance Assessments may be levied include, but are not limited to, the following:

- (a) The amount of all operating expenses of or for the Common Area and any future Common Facilities and the services furnished or provided in connection with the Common Area or future Common Facilities, including charges for any services furnished or provided by the Association.
- (b) The costs of appropriate or necessary management and administration of the Common Area and future Common Facilities including fees or other compensation paid to a management agent.
- (c) The amount of all taxes for the Common Area and future Common Facilities.
- (d) The costs of fire and extended coverage and liability insurance on the Common Area and any future Common Facilities and the Association's other assets and the costs of such other insurance with respect to the Common Area and future common facilities and Association's other assets and affairs as the Board of Directors considers appropriate.
- (e) The cost of utilities and other services which may be provided by or for the Association for or to the Common Area, the future Common Facilities and/or the lots.
- (f) The costs to maintain, replace, repair and landscape the Common Area and future Common Facilities, including, but not limited to, the costs (1) to maintain, replace and repair the sidewalks, parking areas, and (2) of such

equipment as the Board of Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair and landscaping.

- (g) The costs to fund all reserves established by the Association, including any appropriate general operating reserve and/or reserve for replacement of assets.

### **SPECIAL ASSESSMENTS**

In addition to the annual maintenance Assessments, the Association may levy special Assessments as follows:

- (a) In any fiscal year the Association may levy a special Assessment applicable only to that fiscal year (1) for the purpose of paying all or a portion of the costs of any construction, reconstruction, replacement or in-ordinate repair or maintenance of improvements on the Common Area, including the future Common Facilities and fixtures and personal property on or related to the Common Area or future Common Facilities, or (2) for such other purposes as the Board of Directors may consider to be appropriate, Any such Assessment shall be approved by a vote of two-thirds of the voting power of each class of the members.
- (b) The Association may levy a special Assessment against any lot for reimbursement (1) of or for repairs occasioned by the willful or negligent acts of the owners of such lot, or (2) of or for any and all costs, expenses and expenditures made or incurred by the Association with respect to either such lot, including work or activities performed on such lot, or the owners of such lot pursuant to the provisions of this Declaration, including the discharge or satisfaction of any obligation or duty imposed on such owners under this Declaration.
- (c) Costs and Expenses of Certain Damage, If the Board of Directors determines that any owner (1) has failed or refused to properly satisfy or discharge any maintenance, repair, care, upkeep, replacement or any other obligations or duties for which the owner is responsible under this Declaration, or (2) is responsible for damage to the area of common responsibility which is not covered by insurance, then, if deemed to be necessary or appropriate by the Board of Directors, the Association may provide such maintenance, repair, care, upkeep or replacement to satisfy or discharge any such other obligations or duties at the owner's sole cost and expense. All such amounts shall be considered to

be a special Assessment against the lot and the owners of such lot shall be personally responsible and liable for the payment of all such amounts immediately upon notice from the Association, and all such amounts shall become a lien against such lot which shall be enforceable by the Association.

- (d) Assessment of Builders. Any lot owned by a builder shall not be subject to Assessment by the Association until 60 days after completion of construction of any dwelling on such lot or, if earlier, 180 days after the date a deed or other conveyance document for such lot is delivered to the builder. Any annual maintenance or special Assessment upon any lot owned by a builder shall be 25% of the Assessment against each similar lot not owned by a builder.
- (e) Amount of Lien. Upon the default in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments shall immediately be and become due and payable, unless the Board of Directors shall otherwise direct. In addition to the amount of the unpaid annual maintenance and special Assessments, the following amounts shall be considered to be special Assessments against the lot and the owners of such lot and shall be subject to the lien:
  - 1. All reasonable costs and expenses of collection, including attorneys' fees, court costs and expenses relating to the collection or enforcement of the lien of assessments.
  - 2. Such late payment charges or fees as shall be established by the Board of Directors from time to time.
  - 3. Such Association overhead charges as shall be established by the Board of Directors from time to time which reimburse the Association for overhead or indirect costs and expenses incurred to collect unpaid Assessments or to perform or satisfy any obligation or duty imposed upon such owners under this Declaration.
  - 4. Interest on Assessment including the unpaid balance of all Assessments, and such interest shall accrue from the due date until paid in full at the maximum rate of interest permitted by law in the state of Mississippi.

## DWELLING AND LAWN MAINTENANCE

Generally, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any dwelling or its appurtenances or for the maintenance and care of lawn, garden and landscaped areas on any lot. The Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Area and future Community Facilities. However, the Association may provide the exterior maintenance and repair of a dwelling and their appurtenances and/or the maintenance and care of lawn, garden and landscaped areas of certain lots pursuant to (1) a determination by the Board of Directors either on its own recommendation or initiative or the recommendation or request of owners of certain lots, or (2) the provisions of a supplement which annexes all or a portion of the additional property to the property and provides that the Association shall perform such maintenance, repair and care in or on a specified portion of the annexed additional property. The cost of such maintenance, repair and care shall be included in the annual maintenance Assessments of such lots or the specified portion of the additional property. In no event shall the Association maintain and care for lawn, garden and landscaped areas in or on any enclosed portion of any lot which is intended for use only by the occupants of the dwelling on such lot.

## CONDITIONS AND RESTRICTIONS

No lot shall be used for any purpose other than residential housing. No material or temporary building of any kind shall be placed on or stored upon the lot and also excluded is the use of any dwelling on the above described tract by any group, society or fraternal order, or for a business of any kind.

All vacant lots shall be mowed and kept clean by the owner on a regular basis until building is started.

No noxious or offensive activities shall be carried on upon any lot and no owner or occupant of any lot shall carry on any activity which may be an annoyance or nuisance to the neighborhood.

No trash, grass, or garbage is to be dumped on any vacant lot.

**Landscape Requirements** - unless otherwise approved by the A.R.C., all initial landscaping shall be completed within 120 days from and after completion of the dwelling.

**Drainage** - The required drainage plan shall provide for satisfactory and appropriate drainage of waters from the lot to the adjoining established drainage ways. No drainage shall be restricted

or obstructed. The lot shall be developed to direct the drainage from the lot to the designated drainage and shall not be developed to force water onto adjoining lot or common area.

**Recreation Vehicles** - No boat, motor home, or recreational vehicle of any kind shall be parked in the driveway or street on lots less than ½ acre.

**Streets** - No routine parking of vehicles will be allowed in the streets.

**Antennas** - No TV antenna, satellite dish, radio receiver or similar device shall be installed as a part of any dwelling, unless located to the rear of each dwelling and not clearly visible to the public or as otherwise authorized by the A.R.C.

**Lights** - The design and location of the lighting shall not be located, directed or of such intensity to adversely affect the night time environment of any adjoining lot. All outside lighting must be approved by the A.R.C.

**Pets** - Leash law applies to all pets. No animals, livestock or poultry of any kind shall be raised, bred, kept, staked or pastured on lot or Common Area. Pets shall be attended at all times and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon the Common Area unless accompanied by an adult on a leash.

**Sidewalks** - Each owner of a lot less than ½ acre shall be required to construct and maintain a 4 foot sidewalk (at lot owner's cost) along the street 3 feet off the street curb - from one lot line to the adjoining lot line, at the completion of the house.

**Mail Boxes** - All mail boxes will be of the same nature and provided at cost to the lot owners.

**Driveways** - Driveways and parking areas will be equal or better than asphalt or concrete unless otherwise approved by the A.R.C.

**Fences** - No fences or screens shall be closer than the established building line and no fence may extend beyond the front of the house unless approved by the A.R.C. No chain link or wire fences of any kind will be permitted. No fences of any kind will be allowed around any water area lots.

**Service Yard** - Each lot owner shall provide a screened area to serve as a service yard to house garbage receptacle, meters, clothes line and other unsightly objects. This will be strongly enforced by

the Association, the A.R.C.

**Reconstruction after Fire or Other Casualty Loss** - If a dwelling is partially or completely destroyed by fire or other casualty, then the owner shall promptly clear or restore or re-construct such dwelling.

**Garage** - All dwellings must have a garage (with garage doors) sufficient in size to accommodate two cars. Converting a garage into a heated living area is not permitted unless another equal garage is built and approved by the A.R.C.

**Rental** - Rental of any unit must be approved by the Declarant.

**Facing of Dwelling** - The dwellings on the corner lots shall face the street from which the greater building line setback is shown unless alternate facing is authorized by the A.R.C.

**Building Location** - The A.R.C. shall establish the location of all buildings to be constructed.

**Building Sizes** - Exclusive of porches and garages, the living area of the dwelling, main house or residential structure on lots of  $\frac{1}{2}$  acre or less shall not have less than 1,600 square feet of heated area.

Exclusive of porches and garages, the living area of the dwelling, main house or residential structure on lots of greater than  $\frac{1}{2}$  acre shall have no less than 2200 square feet. In a two story residence, the first floor shall consist of not less than 1500 Square feet on all lots. No residence on any lot shall exceed two stores in height.

**Construction Schedule** - The purchaser of any lot shall be required, under these covenants, to construct a residence on any lot purchased from the owner of said subdivision within three years from the date of such purchase, and failure to do so shall confer upon the owner of said subdivision an option to repurchase lot at the price for which it was sold to said purchaser. It is also agreed that the exterior of any residence must be completed within one year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

**Easement for Utilities** - There is hereby specifically reserved for the use of the Developer a permanent and perpetual easement for installation, use and maintenance of utilities over and across ten (10) Feet of equal width across the front and rear and as noted on

plat for interior easements.

### **CONSTRUCTION RESPONSIBILITY**

Lot owners, contractors, or concrete company - concrete trucks may haul no more than six (6) yards and must confine all concrete waste and clean up to lot where construction is in progress, care must be taken not to damage streets or curbs. Lot owners will be held responsible for any expense related to replacement or repair of any damage that occurs during construction phase. During wet weather extra caution must be taken not to damage improvements and lose dirt and mud must be removed at the end of the day.

### **GREENSPACE AND WATERFRONT AREAS**

**Intent** - It is the intention of the Declarant that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at Wildbriar Lake be maintained and enhanced by designation of certain areas of the Common Area as "green space" by this Declaration or Supplement thereto or as designated on the plats of the property filed by the Declarant for record with the Chancery Clerk of Oktibbeha County.

**Wildlife** - Pursuant to the aforesaid overall objectives of wildlife conservation, no hunting or trapping shall be permitted on any portion of the property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Declarant, its successors in title and assigns and/or the Association expressly reserves the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through green space and Common Area for the purpose of permitted observation and study of wildlife, hiking and riding, to erect small signs throughout the green space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the community use and enjoyment of the green spaces. The Declarant, its successors in title and assigns, and/or the Association, shall have the right, but shall not be obligated, to protect from erosion all green space and shoreline on all Lots abutting the lake by planting trees, plants, and shrubs where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Declarant and/or the Association, respectively. The right is likewise reserved to the Declarant and to the Association to take steps necessary to provide and insure adequate drainage ways in the green space and Common Area, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by

assessment of the Association in accordance with previously stated annual assessment conditions.

**Waterfront Areas** - To preserve the natural character of Wildbriar lake, there is hereby established construction and clearing restrictions on all properties which front on the lake and that portion of the Property comprising the lake, swamp and flooded area (hereinafter collectively referred to as "lake") shall be preserved substantially in its present natural state except for moderate clearing for view and breeze as approved by the Architectural Review Committee. Notwithstanding the foregoing, the Declarant hereby reserves to itself, its successors in title and assigns, the right to exempt properties from said construction and clearing restrictions in those cases where the Architectural Review Committee in its discretion, determines, in a manner neither arbitrary nor capricious, that such exemption will not materially lessen the natural appearances and scenic beauty of the lake or determines that such exemption is necessary to protect the shoreline from erosion or from pollution. The following horizontal construction set-back restriction from the lake is hereby established; (1) except for buildings constructed on zero lot line lots and patio and cluster lots, no house sites, no building or other structure shall be constructed or maintained on any Property within fifty (50) feet of the lake and no parking areas designated to accommodate more than two automobiles shall be constructed or maintained on any Property within seventy-five (75) feet of the lake with the exception of boathouses constructed and approved by the Architectural Review Committee. (2) In Common Area and Green Space, no building or other structures shall be constructed or maintained within twenty (20) feet of the lake and no parking areas designated to accommodate more than two automobiles shall be constructed or maintained within forty (40) feet of the lake except for boathouses and recreational facilities constructed by the Declarant and/or approved by the Architectural Review Committee. All boat houses and piers shall be constructed in accordance with the design and building criteria adopted by the Architectural Review Committee and the location and extension of same into the lake shall be approved by the Architectural Review Committee prior to commencement of construction, provided however, all piers and docks shall be constructed within the extended boundaries of the side lot lines and in no event shall any structure extend into the lake more than twenty-two (22) feet from the existing natural water line of the Lot.

**Shoreline Stabilization** - Within three years from the date an Owner receives a deed to a waterfront lot, said Owner shall establish the shoreline of said Lot according to the shoreline stabilization criteria adopted by the Architectural Review Committee or such other plan as may be submitted by the Owner and approved by the Architectural Review Committee. In the event such Property Owner has not complied with the requirements within the three year period of the

time, the Association or the Declarant shall have the option, but not the obligation, to stabilize said shoreline in accordance with the shoreline stabilization criteria adopted by the Architectural Review Committee and charge the cost of said work to the Property Owner as a special assessment against said Lot. The Association and/or the Declarant, severally, their heirs, successors and assigns and agents shall have the right to enter upon such Lot for the purpose of performing said work, provided however that prior to exercising such rights to enter upon such Lot for the purpose of performing said work, the Declarant or the Association, as the case may be, shall give the property owner the opportunity to stabilize the shoreline by giving such Property Owner notice that the work must be completed within a reasonable time or that such work shall be performed by the Association or the Declarant, as the case may be. Such notice shall specify the work to be done and the time by which such work must be completed.

**Other regulations** - The use of the Common Areas, Common Facilities green areas and lake by the property owners, their guests and invitees shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Declarant and the Association shall have the right and authority to lower the level of the lake at such times as they or either of them believe it to be in the best interest of the lake and property for the maintenance, preservation and development of the shore lines and the maintenance and preservation of fish and other wildlife. The Declarant and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

Executed this the \_\_\_\_\_ day of December, 2002.

Briar Creek Cattle Co., LLP

By: \_\_\_\_\_  
**Ralph Winston Kinard**

By: \_\_\_\_\_  
**William Francis Winston**

By: \_\_\_\_\_  
**Dennis M. Winston**

By: \_\_\_\_\_  
**Patrick Joseph Winston**

By: \_\_\_\_\_  
**Kenneth R. Winston**

By: \_\_\_\_\_  
**Robert Eugene Winston**

STATE OF MISSISSIPPI:  
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this \_\_\_\_\_ day of December, 2002, within my jurisdiction, the within named **Ralph Winston Kinard**, in their capacity as Partners of Briar Creek Cattle Co., LLP - A Mississippi Limited Liability Partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI:  
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this \_\_\_\_\_ day of December, 2002, within my jurisdiction, the within named **William Francis Winston**, in their capacity as Partners of Briar Creek Cattle Co., LLP - A Mississippi Limited Liability Partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires

STATE OF MISSISSIPPI:  
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this \_\_\_\_\_ day of December, 2002, within my jurisdiction, the within named **Dennis M. Winston**, in their capacity as Partners of Briar Creek Cattle Co., LLP - A Mississippi Limited Liability Partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires

STATE OF MISSISSIPPI:  
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this \_\_\_\_\_ day of December, 2002, within my jurisdiction, the within named **Patrick Joseph Winston**, in their capacity as Partners of Briar Creek Cattle Co., LLP - A Mississippi Limited Liability Partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires

STATE OF MISSISSIPPI:  
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this \_\_\_\_\_ day of December, 2002, within my jurisdiction, the within named **Kenneth R. Winston**, in their capacity as Partners of Briar Creek Cattle Co., LLP - A Mississippi Limited Liability Partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires

STATE OF MISSISSIPPI:  
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this \_\_\_\_\_ day of December, 2002, within my jurisdiction, the within named **Robert Eugene Winston**, in their capacity as Partners of Briar Creek Cattle Co., LLP - A Mississippi Limited Liability Partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

PREPARED BY:  
Ward & Rogers, PLLC  
121 North Jackson Street  
P.O. Box 80286  
Starkville, MS 39759  
662-323-1912

L6636

INDEXING INSTRUCTIONS:  
159.37 ac in Sections 7 & 18, Township 18 North, Range 15 East  
Oktibbeha County, Mississippi

wp\realest\briar.creek\covenants