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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DEVLIN SPRINGS

This Declaration of Covenants, Conditions and Restrictions For Devlin Springs ("Declaration") is made on this the 20th day of OCTOBER, 2003, by R & S Investments, LLC, a Mississippi limited liability company ("Declarant").

The Declarant desires to create and develop a residential community on the Property which shall have designated common areas ("Common Areas") and common facilities ("Common Facilities") for the benefit of Devlin Springs. The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of the charm and beauty of Devlin Springs and for the designation, administration and maintenance of the Common Areas and Common Facilities. Therefore, the Declarant desires to subject all property now or hereafter subject to the Declaration ("the Property"), including any and all improvements constructed or to be constructed on the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens contained in this Declaration which individually and collectively are for the benefit of the Property, each Owner and the Declarant.

The Declarant desires the efficient preservation of the values and amenities in, and the enhancement of the charm and beauty of Devlin Springs. Therefore, the Declarant has created and organized the Devlin Springs Property Owner's Association, Inc., a Mississippi nonprofit corporation ("Association"), and has delegated and assigned the powers and duties created by and in this Declaration to the Association for the administration and maintenance of the Common Areas and Common Facilities, the administration and enforcement of the provisions of this Declaration, and the determination, collection and disbursement of special assessments and other charges (collectively "Assessments").

Now, therefore, the Declarant declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this declaration which (i) are agreed and declared to be beneficial for and in aid of the development of the residential community and the improvements of the Property, (ii) shall be deemed to run with and bind the Property, and (iii) shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and each Person who has or acquires any interest in any portion of the Property or the improvements on the Property, including the Association, any Owner and any Person who holds such interest solely as security for the performance of an obligation or the payment of a debt.

ARTICLE I.
DEFINITIONS

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Section 1.01. Definitions. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Section 1.01 unless otherwise specified or the context requires a different construction.

"Additional Property" shall mean any other property in Madison County, Mississippi, contiguous or adjacent to or in close proximity to the Property, owned by the Declarant or any of its partners or any other entity in which the Declarant or its partners own an interest.

"Architectural Review Committee" shall mean and refer to the committee which shall be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided in Article X hereof.

"Assessment" shall mean the share allocated to a Lot and thereby the Owners of such Lot of the Association's (i) maintenance Assessments if elected by the Board of Directors and Class A Members as described under Section 5.02, (ii) special Assessments under Section 5.03, and (iii) expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

"Association" shall mean the Devlin Springs Property Owner's Association, Inc., a Mississippi not for profit corporation, and its successors and assigns.

"Board of Directors" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the bylaws of the Association as amended from time to time.

"Charter" means The Articles of Incorporation of the Association, as amended from time to time.

"Common Areas" shall mean all real property shown and designated on the plat as Common Area and is owned by or otherwise made available to the Association for the common use, benefit and enjoyment of the members.

"Common Facilities" shall mean all the buildings and other improvements constructed on any portion of the Common Area for the common use, benefit and enjoyment of the members.

"Declarant" shall mean R & S Investments, LLC, a Mississippi limited liability company, and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions

for Devlin Springs, as Supplemented from time to time.

"Developer" means the Declarant and each Person who is a successor in title to or acquires a fee simple interest from the Declarant with respect to any Lot, except the Association, and with the Declarant's permission 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 a fully detached residence which is designed and used as a conventional single family home, and which should be designed to maximize views, climatic conditions, and the environmental amenities of the site.

"Eligible Mortgage Holder" shall mean those holders of a First Mortgage on a Lot who have requested, in writing, the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders or of any Assessment or installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days.

"First Mortgage" shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a Lot which has priority over all other mortgages, deeds of trusts or similar encumbrances creating liens or encumbrances against such Lot.

"Guidelines" shall mean the Individual Development Guidelines adopted by the Declarant as a part of these covenants to serve as a reference tool and decision-making guide for property development and construction on lots and property of Devlin Springs. No such guideline, statement, criteria or the like shall be construed as a waiver of the provisions of any other provision or requirement of this Declaration.

"Invitees" shall mean an Owner's tenants, guests, patrons, employees or other guests or invitees.

"Lot" shall mean each subdivided parcel, Plot or tract of land constituting a portion of the property which is shown and designated as a numbered lot on any subdivision plat filed for record in the office of the Chancery Clerk of Madison County, Mississippi, and is intended to be improved with a Dwelling, but does not include the Common Areas.

"Management Agent" means the Person, if any, employed or retained by the Board of Directors for the purpose of conducting and managing the daily operations of the Association

"Member" shall mean each Person who holds or has any class of membership in the Association as provided by Article III.

"Mortgagee" shall mean any Person who owns, holds or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against

any Lot, including, but not limited, to (i) a bank, (ii) a savings and loan association, (iii) a trust company, (iv) an insurance company, (v) a mortgage company, (vi) a trust, (vii) a mortgage insurance company, (viii) a mutual savings bank, (ix) a real estate investment trust, (x) a credit union, (xi) a pension fund, (xii) the Federal National Mortgage Association, (xiii) the Federal Home Loan Mortgage Corporation, (xiv) a recognized institutional type lender or loan correspondent, (xv) any agency or a department of The United States of America or any state, county or municipal government, (xvi) a corporation, or (xvii) an individual.

"Owner" shall mean the record holder, whether one or more Persons, of a fee or undivided fee interest in or to any Lot, including contract sellers, but excluding those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt.

"Person" shall mean an individual, a corporation, a general or limited partnership, an association, a trust, an estate or any other legal entity.

"Plans" means the plans, blueprints, drawings, specifications and samples prepared by or for a Developer or other builder or owner in connection with the development or improvement of a lot.

"Plat" shall mean the subdivision map(s) or plat(s) of the Property which has been or shall be filed for record in the office of the Chancery Clerk of Madison County, Mississippi.

"Property" shall mean all real property situated in Madison County, Mississippi, which is described in Exhibit A, and all additions thereto which by annexation in accordance with the terms and provisions of this Declaration are subject to the covenants and restrictions of this Declaration.

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

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

Section 2.01. The Property. The real property which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used occupied, hypothecated or encumbered, and improved subject to this Declaration is the Property which is located in the South ½ of Section 15, Township 8 North, Range 1 East, Madison County, Mississippi, and is more particularly described in Exhibit A and such portions of the Additional Property which may be annexed to the Property from time to time as provided by Section 2.03 hereof.

Section 2.02. Common Areas. The designation of any portion of the Property as a Common Area shall not mean that the public at large acquires any easement of benefit and enjoyment in or to the Common Areas.

Section 2.03. Annexation of Additional Property. At any one or more times prior to December 31, 2013, and without the consent of the Class A members, the Declarant or any other person with the written consent of the Declarant, shall have the right, privilege or option to annex to the Property any of the Additional Property. Any such annexation shall have the effect of making the annexed property part of the Property and extending the scheme of the within covenants and restrictions to such annexed property. However, no such annexation shall occur until same has been accomplished in the manner herein prescribed.

Any annexations of additional real property to the Property shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions in the land records in the office of the Chancery Clerk of Madison County, which Supplementary Declaration shall extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain whatever complimentary additions and modifications to the provisions of the Declaration as may be appropriate to reflect the different character or use, if any, of the annexed additional property, including, but not limited to setback lines, total square footage to be contained within any residence, easements, and degree of care and assessments for any care not rendered to all of the Property; provided, however that in no event shall any such addition or modification be substantially inconsistent with the provisions of this Declaration.

Notwithstanding anything contained herein to the contrary, Declarant does hereby designate the property described on Exhibit "B" as "Devlin Springs Two" and that same shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this Declaration which (i) are agreed and declared to be beneficial for and in aid of the development of the residential community and the improvements of the property, (ii) shall be deemed to run with and bind the property, and (iii) shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and each Person who has or acquires any interest in any portion of the property or the improvements on the property, including the association, any Owner and any Person who holds such interest solely as security for the performance of an obligation or the payment of a debt. It being the intent of Declarant to subdivide Devlin Springs Two in a manner similar to Devlin Springs One and upon the filing of the plat of Devlin Springs Two all terms and definitions herein shall be applicable to said Devlin Springs Two

ARTICLE III.
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Membership. 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 to a Lot and is included in the definition of an Owner under Article I. When more than one Person owns or holds an interest or interests in a Lot, then all such Persons shall be Members.

Section 3.02. Action by Members. The Association shall have two classes of voting Members. Class A members shall consist of all members, except the Declarant, and Class B members, which shall be the Declarant. Whenever 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.

Section 3.03. Members' Voting Rights. Except as otherwise specifically provided in the Charter or the Bylaws, the voting rights of the Members shall be as follows:

(a) 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 by all Class A Members. Class A Members shall be entitled to one vote for each Lot owned by such Class A Members. 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. No Class A Member shall be entitled to vote so long as the Class B Member owns any Lot, property or parcel in Devlin Springs.

(b) The Class B Members shall be the Declarant who shall be entitled to four votes for each Lot owned by the Declarant.

Section 3.04. Membership Appurtenant to Real Property. 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

Section 3.05. Voting Conflict Between Members. If the fee title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such fee title to the Lot shall object prior to the completion of voting upon the

particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

Section 3.06. Termination and Reinstatement of Class B Members. If on any one or more occasions all Class B memberships should terminate, and if after any such termination the Declarant, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarant as a Class B Member shall be fully reinstated, and following each such occasion, the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members until such time as the total votes outstanding of Class A and Class B Members resulting from the newly added property has been equalized. At such time, the Class B membership resulting from such addition shall cease and be converted to Class A memberships. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Declarant, and the nominee or nominees, if any, of the Declarant, shall have all rights and powers of Class B membership, as herein provided

Section 3.07. Other Voting Provisions. The Charter and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

ARTICLE IV.
BOARD OF DIRECTORS AND OFFICERS
OF THE ASSOCIATION AND MANAGEMENT AGENT

Section 4.01. Board of Directors. The Association and the affairs of the Association shall be managed and controlled by the Board of Directors which shall have all the power, authority and duty necessary or appropriate for such management and control. The Board of Directors shall consist of three individuals or such greater number of individuals as may be prescribed in the Bylaws from time to time. Directors are not required to be Members, and shall be appointed by the Declarant or elected by the Members in the manner prescribed in the Bylaws.

Section 4.02. Powers and Duties. In the management and administration of the Association's affairs, the Board of Directors shall have power, authority and duty to do all acts and actions, except acts and actions which by law, this Declaration, the Charter or the Bylaws may be exercised only by or are reserved only to the Members. Such powers, authorities and duties of the Board of Directors to create, establish or approve policies or decisions relating to the management and administration of the Association's affairs include, but shall not be limited to, the following:

- (a) To provide for the maintenance, care, upkeep, surveillance, services and

efficient operation of the Common Areas and Common Facilities.

(b) To establish, determine, assess, collect, use and expend the Assessments from the Members, and to file and enforce liens for such Assessments.

(c) To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Review Committee pursuant to Section 10.07, the Management Agent pursuant to Section 4.04 (d), or as the Board of Directors may consider to be appropriate with respect to the Property, the Lots, any improvements on the Lots, including Dwellings, or 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, benefit and enjoyment of the Common Areas and Common Facilities by the Members and other authorized Persons, or to govern activities which may be environmentally dangerous or hazardous, including the use or application of fertilizers, pesticides and other chemicals in or on the Property.

(d) To purchase insurance upon the Common Areas and Common Facilities.

(e) To maintain, repair, restore, reconstruct or demolish all or any portion of the Common Areas or Common Facilities after any casualty loss, and to otherwise improve the Common Areas and/or Common Facilities.

(f) To lease or grant licenses, easements, rights-of-way and other rights of use in or option, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, or otherwise convey all or any portion of the Common Areas and/or Common Facilities upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association, subject to the provisions of Section 9.01(j) hereof.

(g) To lease as tenant, purchase or otherwise acquire Lots and to option, lease, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey any of such Lots upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(h) 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.

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

(j) 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, including the Common Areas and/or Common Facilities.

(k) To retain or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, landscape 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.

(l) Subject to Section 9.01(d), 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 Areas and Common Facilities.

Section 4.03. Officers. The Association shall have such officers as are prescribed by the Bylaws. The officers shall conduct affairs of the Association and implement the policies and decisions of the Board of Directors.

Section 4.04. 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. The Association is specifically authorized to undertake "self-management" and is not obligated or required to retain or employ a Management Agent. The Management Agent shall perform such duties and services as the Board of Directors shall direct and authorize which may include, without being limited to, the following power and authority:

(a) To collect Assessments, and enforce liens to secure the collection of such Assessments.

(b) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Areas and Common Facilities.

(c) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Areas and Common Facilities.

(d) To enforce and recommend that the Board of Directors approve and enforce such rules and regulations, restrictions and requirements relating to maintenance, care, upkeep, surveillance, services and operation of the Common Areas and Common Facilities as may be recommended by the Management Agent from time to time.

(e) To provide such other services for the Association as may be requested by the Board of Directors, including legal and accounting services.

Any management agreement entered into by the Association and any Management Agent shall permit termination for cause by the Association upon 30 days' written notice to the Management Agent. The term of any such management agreement shall not exceed one year, but may be renewable by mutual agreement for successive one-year terms.

Section 4.05. Limitation of Liability. The Association, the Board of Directors and each director and each officer of the Association shall not be liable for any failure of or failure to provide any service to be furnished by the Association or to be paid with funds from charges or fees or from Assessments, or for injury, including death, or damage, or damage to any Person or property caused by the elements or caused by or resulting from electricity or water which may discharge or flow from any portion of the Common Areas or Common Facilities or from any wire, pipe, drain, conduit or similar property. The Association shall not be liable to any Member or any other person for theft or other loss of or damage to any property which may be left or stored upon the Common Areas and/or Common Facilities. No diminution or abatement of annual maintenance or special Assessments shall be claimed or allowed for inability to use, inconvenience or discomfort caused by or arising or resulting from the need for or the conduct of routine or other maintenance or repairs or the construction or reconstruction of improvements on the Common Areas or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE V. ASSESSMENTS

Section 5.01. Covenants For Assessments. Each owner by acceptance of a Deed or other conveyance document for such lot, whether or not expressed in any such Deed or other conveyance document shall be deemed to covenant and agree to pay to the Association any maintenance or special assessments which shall be levied by the Association. Each such assessment shall be a charge on the land, and shall be a continuing lien upon each Lot and the personal obligation of the Person who is the owner of such Lot at the time the assessment fell due. No Class A member may become exempt from other otherwise avoid liability for the payment of any assessment by the abandonment of any lot or by the abandonment or release of the member's rights to use, benefit and enjoy the Common Area and/or Common Facilities. At the discretion of the Declarant such assessments may commence at the time of the conveyance of any Lot, parcel or portion of Devlin Springs.

Section 5.02. Maintenance Assessments. Except as permitted by Section 5.07, any maintenance Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents of the Property, including the improvement, maintenance and repair of the Common Areas and/or Common Facilities and (ii) to pay the cost of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of, the Common Areas and/or Common Facilities. The purposes for which the maintenance Assessments may be levied

include, but are not limited to, the following purposes:

(a) The amount of all operating expenses of or for the Common Areas and/or Common Facilities and the services furnished or provided to or in connection with the Common Areas and/or 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 Areas, including fees or other compensation paid to a Management Agent.

(c) The amount of all taxes and assessments levied against for the Common Areas.

(d) The costs of fire and extended coverage and liability insurance on the Common Areas and/or Common Facilities and the Association's other assets and the costs of such other insurance with respect to the Common Areas and/or Common Facilities and the Association's other assets and affairs as the Board of Directors considers appropriate.

(e) The costs of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by or for the Association for or to the Common Areas, and/or the Lots.

(f) The costs to maintain, replace, repair and landscape the Common Areas and Access Easement and to keep same in a good and safe condition, including, but not limited to, the costs to maintain, replace and repair the sidewalks, walking and jogging tracks, private streets, fences, gates and other improvements and such Common Facilities and equipment as the Board of Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair, landscaping and safe operating condition.

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

Section 5.03. Annual Maintenance Assessment. Prior to the first day of January in each year the Board of Directors shall adopt a budget estimated by the Board of Directors to be sufficient to meet the cost and expenses described in Section 5.02 hereof and shall fix and levy the Annual Maintenance Assessment at an amount sufficient to meet the budget adopted by the Board of Directors.

Section 5.04. Special Assessments. In addition to the maintenance Assessments authorized in Section 5.01, 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 (i) for the purpose of paying all or a portion of the costs of any construction, reconstruction, replacement or inordinate repair or maintenance of

improvements on the Common Areas, including the fixtures and personal property on or related to the Common Areas and/or Common Facilities, or (ii) 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 and the Owners of any Lot for reimbursement (i) of or for repairs occasioned by the willful or negligent acts of the Owners of such Lot, or (ii) 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.

Section 5.05. Dwelling and Lawn Maintenance. The Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Areas and Facilities, unless, by the majority vote of the members, the Association elects to provide to its members lawn care and yard maintenance in which event, a charge determined by the Board of Directors shall be levied against and assessed to every Lot so maintained by the Association.

Section 5.06. Assessments Are Not Dues. No portion of the annual maintenance and special Assessments provided in or permitted by this Article V are intended to be, or shall be construed to be, dues for membership in the Association.

Section 5.07. Costs and Expenses of Certain Damage. Whether or not specifically provided in this Declaration, if the Board of Directors determine that any Owner (i) 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 (ii) 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 or satisfy or discharge any such other obligations or duties at the Owner's sole cost and expense. Such costs and expenses shall be increased by all amounts described in Section 6.03. All such amounts shall be considered to be a special Assessment under Section 5.04 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.

Section 5.08. Meetings to Approve Assessments. If the consent or approval of any class of the Members is required for any action under this Article V, then the Board of Directors shall call a meeting of the Members pursuant to the Bylaws for the purpose of considering the consent or approval for such action. All Assessments requiring the consent or approval of the Members must be approved by a vote of two-thirds of the voting power of each class of the Members.

Section 5.09. Uniform Rate for Assessments. All Assessments shall be levied at a uniform rate for each Lot to which Class A membership is appurtenant, except special Assessments under Section 5.02(b). The Board of Directors may change or modify the pro rata obligations of any Lot or the Owners of such Lot for the purposes of levying Assessments, except special Assessments under Section 5.02(b), only if approved by at least two-thirds of the voting power of each class of the Members.

Section 5.10. Commencement of Assessments. The Association is hereby authorized and empowered to collect any assessment, or portion thereof, levied by the Association against any Lot from the Owner and Purchaser of such Lot at the time of the closing of such Lot from the Declarant.

Section 5.11. Exempt Property. No Assessments of any kind or nature shall be levied by the Association against (i) any portion of the Streets and other real property and improvements dedicated and accepted by the local public authority and devoted to public use, (ii) all areas unplatted or reserved for future development by this Declaration of the Plat of the Property, (iii) the Common Areas or Common Facilities and (iv) no portion of the Common Area of Common Facilities Property within the boundaries of any Parcel depicted on the Plat(s), including all portion or portions of the Property within the boundaries of any private drive or street, sidewalk or other easement.

Section 5.12. Equitable Adjustments. If a Supplement is filed for record which annexes additional property to the property and specifies that a greater or lesser level of use, benefit or enjoyment of the common area 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 5.02, Section 5.04 or Section 5.05 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 V 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 services available or provided by the Association.

ARTICLE VI. ENFORCEMENT OF ASSESSMENTS

Section 6.01. Lien of Assessments. Each Assessment with respect to or against a Lot plus such additional amounts as are specified in Section 6.03 shall be (i) a charge on the land, (ii) a continuing lien upon and against the Lot, (iii) binding upon such Lot, and (iv) the continuing joint and several personal obligation and liability of each Person who was an Owner of such Lot when any portion of the Assessment became due and payable, their heirs, devisees, personal representatives, successors and assigns, which shall not be extinguished or diminished by any transfer or conveyance of any Lot.

The personal obligation of each Member to pay all Assessments levied against his Lot shall continue for the full statutory period permitted by law, and a suit to recover a monetary judgment for the non-payment of all or any portion of any Assessment, including any installment, may be commenced and maintained by the Association without the foreclosure or waiver of any lien created under this Declaration to secure the payment of the Assessment. Any judgment may include all amounts specified in Section 6.03. The Association may commence and maintain an action at law against any Member personally obligated or liable to pay any Assessment and/or may foreclose the lien against any Lot in the manner now or hereafter provided in the State of Mississippi for foreclosure of mortgages and other liens on real property containing a power of sale provision. Any such foreclosure by the Association shall be subject to the substantive and procedural requirements prescribed by the laws of the State of Mississippi applicable to the foreclosure of mortgages and other liens on real property containing the power of sale provision.

The Association shall have the right to reject partial payments of an Assessment and to demand the full payment of such Assessment. The lien for unpaid Assessments shall be unaffected by any sale or other transfer or conveyance of the Lot subject to the Assessments, and the lien shall continue in full force and effect. No Member may waive or otherwise avoid or escape personal liability for payment of any Assessment by abandonment of his Lot or by abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Areas and Facilities.

Section 6.02. Assessment Certificate. Upon five days notice, the Board of Directors shall furnish a certificate signed by an Association officer to any Member liable for the payment of any Assessment or to any other Person having legitimate interest in the payment of such Assessment stating whether or not the Assessment has been paid. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid in the certificate. The Board of Directors may require the payment of reasonable charge for the issuance of a certificate.

Section 6.03. Amount of Lien. Upon the default by any Owner of any Lot in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments against the Lot and the Owners of the Lot 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 amount shall be considered to be special Assessments against the Lot and the Owners of such Lot and shall be subject to the lien of Assessments provided under Section 6.01:

(a) All reasonable costs and expenses of collection incurred or paid by the Association, including attorneys' fees, court costs and other costs and expenses relating to the collection or enforcement of the lien of Assessments.

(b) Such late payment charges or fees as shall be established by the Board of Directors from time to time.

(c) Such Association overhead charges as shall be established by the Board of Directors from time to time to reimburse or compensate 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.

(d) Interest on or with respect to all amounts specified in this Section 6.03, including the unpaid balance of all Assessments, and such interest shall accrue from the due date until the payment of each such amount until paid in full at the maximum rate of interest permitted by law in the State of Mississippi on loans to the Owners from Persons similar to the Association

Section 6.04. Priority of Lien. The lien to secure payment of an Assessment against a Lot shall have preference over any other liens, assessments, judgments or charges of whatever nature, except (i) general and special assessments for ad valorem property taxes on or against such Lot, (ii) the lien of any First Mortgage on such Lot made in good faith and for value received and duly recorded prior to the Assessment creating the lien against the Lot, or duly recorded after receipt of a certificate under Section 6.02 stating that payment of the Assessment was current as of the date the First Mortgage was filed for record.

Section 6.05. Subordination to Mortgages. As provided by Section 6.04, the lien against any Lot to secure payment of any Assessment shall be subordinate to the lien of any duly recorded First Mortgage on or against the Lot made in good faith and for value received, and shall not affect the rights of the holder of any First Mortgage. However, the lien shall be subordinate only to Assessments which have become due and payable prior to the sale or other transfer of or conveyance of the Lot pursuant to a foreclosure of any such First Mortgage, or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any such holder of a First Mortgage who acquires possession of such Lot pursuant to a foreclosure or pursuant to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any purchaser or assignee at a foreclosure sale or any transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure, shall acquire the Lot free of any claims for unpaid Assessments levied against the Lot which accrued prior to the time such holder acquires possession of the Lot, or prior to foreclosure sale or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, except for claims for a proportionate share of such unpaid Assessments resulting from a reallocation of such unpaid Assessments among the various Lots. However, such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the holder of the First Mortgage in possession or the purchaser or assignee at foreclosure or the transferee under any deed, assignment, or other proceeding or arrangement in lieu of foreclosure, from any liability for payment of any Assessments thereafter becoming due, or from the lien created to secure the payment of such Assessments, and the lien for the payment of such Assessments thereafter becoming due and payable shall have the same effect and shall be enforced in the same manner as provided in this Article VI.

No amendment to this Section 6.05 shall adversely affect the rights of the holder of any First Mortgage on any Lot filed for record prior to the amendment being filed for record of the holder or any indebtedness secured by such First Mortgage, unless such holders execute, approve or consent to the amendment.

In its sole and absolute discretion, the Board of Directors may extend the provisions of this Section 6.05 to Mortgagees not otherwise entitled to the benefits of this Section 6.05.

Section 6.06. Additional Default. Any First Mortgage encumbering a Lot shall provide that any default by the mortgagor in the payment of any Assessment or any installment of an Assessment shall be a default under the First Mortgage. The failure to include such a provision in any First Mortgage shall not affect the validity or priority of the First Mortgage, and the protection extended by Section 6.04 and Section 6.05 to the holder of the First Mortgage or the holder of the indebtedness secured by the First Mortgage shall not be altered, modified or diminished by reason of or as result of such failure.

ARTICLE VII.
INSURANCE

Section 7.01. Association's Insurance. The Association shall apply for, obtain, pay the costs or premiums of and maintain insurance in such limits and forms and from such companies as the Board of Directors shall consider appropriate.

Section 7.02. Owner's Insurance. Each Owner shall insure his Dwelling and other improvements on his Lot at all times for full replacement value against losses due to hazards which may be insured or covered under extended coverage provisions, including fire, windstorm, hail explosion, riot, civil commotion, aircraft, vehicles, and smoke, and other hazards. Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his Dwelling and other improvements, including decorations, furnishings and personal property in or on such Dwelling or the other improvements, and his personal property stored elsewhere on his Lot or the Property, and for his personal liability to Persons which is not covered by liability insurance for all Owners obtained by the Association and included in the annual maintenance Assessments.

ARTICLE VIII.
AD VALOREM TAXES

Section 8.01. Owners. Each Owner shall be responsible for the payment of and shall promptly pay all ad valorem taxes assessed on or against his Lot and improvements on his Lot.

Section 8.02. Association. The Association shall pay the ad valorem taxes assessed on or against the Common Areas and the Association's other assets.

ARTICLE IX.
PROPERTY RIGHTS

Section 9.01. Member's Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any Common Areas and Common Facilities by the Members and their families and Invitees. Any such fees shall be charged on a uniform basis for each Member. No admission or other fees shall be charged or levied for the use of any Streets.

(b) The right of the Association, acting by and through its Board of Directors, to suspend any Member's voting rights and any Member's rights to use the Common Areas and Common Facilities for any period during which any Assessment remains unpaid and for any period not exceeding 60 days for any infraction, breach or violation of rules and regulations of the Association. The rights of the Members to use the Streets may not be suspended by the Association for any reason whatsoever.

(c) The right of the Association, acting by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Association. No such dedication or transfer shall be effective unless either Members representing at least two-thirds of the voting power of each class of Members approve or consent to such dedication, transfer, purpose and conditions, or an instrument agreeing or consenting to such dedication or transfer executed by Members representing at least two-thirds of the voting power of each class of Members has been filed for record.

(d) In accordance with the Charter and the Bylaws, the right of the Association to borrow money to repair, maintain or improve all or any portion of the Common Areas and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members, and in connection with any such loan to subject all or any portion of the Common Areas and Common Facilities to the liens of deeds of trust or other security interests. The Association shall not borrow money or subject all or any portion of the Common Areas or Common Facilities to the lien of a deed of trust or other security interest unless approved by Members representing at least two-thirds of the voting power of each class of Members.

(e) The right of the Association and/or its Board of Directors to take any action permitted by this Declaration as is reasonably appropriate or necessary to prevent a default of any of the Association's obligations or to protect the assets of the Association against or from foreclosure or enforcement of a security interest by a creditor.

(f) The right of the Association and/or its Board of Directors to adopt reasonable rules and regulations with respect to the use of the Common Areas and Common Facilities.

(g) The right of the Declarant to dedicate or grant the streets, roads, parking areas, sidewalks and/or rights-of-way as shown and designated on the plat to any governmental authority having jurisdiction over the Property.

(h) The right of the Association to grant licenses, rights of way, and easements for access or for the construction, reconstruction, maintenance and repair of any public or private utility lines or appurtenances to any governmental agency or authority or any utility, the Declarant or any other person, provided that no such license, right of way or easement shall be unreasonably and permanently inconsistent with the rights of the members to the use, benefit and enjoyment of the Common Area.

(i) The right of the Association to maintain guarded or electronically monitored gates to restrict or monitor vehicular traffic over, on or across any private streets and roads located or situated in or on any portion of the Common Area.

(j) The right of the Association to sell, transfer or convey any part of the Common Area which it determines to be beneficial to the Members, upon the consent of two-thirds of the voting power of each class of members, or upon the filing for record of an instrument agreeing or consenting to such sale, transfer or conveyance executed by Members representing at least two-thirds of the voting power of each class of members.

Section 9.02. Delegation of Use. In accordance with the Bylaws and subject to such reasonable rules and regulations as the Board of Directors may adopt or promulgate and uniformly apply and enforce, any Member may delegate his rights to the use, benefit and enjoyment of the Common Areas and Common Facilities to (i) family members who reside permanently with such Owner, (ii) contract purchasers who reside on the Property, and (iii) Invitees.

ARTICLE X. ARCHITECTURAL CONTROL

Section 10.01. Establishment of the Architectural Review Committee. There is hereby established the Devlin Springs Architectural Review Committee (referred to herein as "Architectural Review Committee"). The Architectural Review Committee shall be appointed by the Declarant as long as Declarant owns of record any Lot, parcel, lot or any Additional Property subject to Annexation. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors.

Section 10.02. Architectural Review Committee. After the Declarant has sold all Lots in the Property and the Additional Property, the Architectural Review Committee shall consist of not less than three nor more than five individuals who shall be appointed or designated from time to time by the Board of Directors and who may be but are not

required to be Members. The members of the Architectural Review Committee shall serve at the pleasure of the Board of Directors and may be removed at any time by the Board of Directors with or without cause. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding, determination, ruling or order or to issue any permit, consent, approval or disapproval under this Declaration, including this Article X and the approval or disapproval of all or any portion of any Plans, or to recommend that the Board of Directors adopt any rule or regulation relating to the provisions of this Article X.

Section 10.03. General Requirements. Except for the purposes of proper maintenance and repair, no improvement, including, but not limited to, buildings, fences, walls or other structures, and no exterior addition, change or alteration to any improvement, including any change or alteration of color, shall be commenced, erected, constructed, placed, altered, moved, maintained or permitted to remain on any portion of the Property, including any Lot, until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee. Any Developer or other builder, including any Owner or lessee of a Lot shall not remodel or alter existing improvements on any Lot until approval has been granted by the Architectural Review Committee in accordance with the review process of this Article X. The Developer or other builder, at its expense, shall complete and submit to the Architectural Review Committee two complete sets of Plans for review by the Architectural Review Committee. The Plans shall provide for a first class structure, workmanship and materials. Specific requirements of the submittals shall be established by the Architectural Review Committee and approved by the Board of Directors and may include the following:

(a) Building plans, at a reasonable scale, and building specifications, which shall include the location, nature, shape, height, materials, color and finish of materials, type of construction, floor plans and elevations, details of exterior wall construction and other exterior features, gross square footage and other characteristics of the improvements and other information required or specified by the Architectural Review Committee.

(b) A drainage plan which will coordinate with the overall area drainage.

(c) A site plan, at a reasonable scale, which will include an accurate grading plan and which shall show the location of all (i) improvements, (ii) exterior lighting and signs, (iii) pedestrian walkways, vehicular circulation and parking areas, and (iv) designation of all proposed utility lines, air-conditioning units, aerial lines, pipes, conduits, transformers and similar equipment.

(d) A landscape plan.

(e) A statement by the Developer's or other builder's architect and engineer or, if none, by the Developer or other builder that the proposed construction complies with all applicable building and zoning codes and regulations and this Declaration, including all building codes.

(f) A construction time table or schedule, including anticipated completion date.

Until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee, no Developer or other builder shall (i) install, erect, attach, apply, paste, hinge, screw, nail, guild, alter, remove or construct any (1) lighting, (2) shade, screen, awning or patio cover, (3) exterior decoration, (4) fence or wall, (5) aerial line, (6) antenna, radio or television broadcasting or receiving device, (7) slab, sidewalk, driveway, road, curb or gutter, or (9) patio, balcony or porch, (ii) make any change or otherwise alter, including any change or alteration of color, in any manner whatsoever to the exterior of any improvement constructed upon any Lot or upon any portion of the Common Areas, (iii) combine or otherwise join two or more Dwellings except on Lots specifically permitted by this Declaration and/or as shown and designated on the Plat, or partition such Dwellings after combination, or (iv) make any change or alteration to the interior or exterior of any Dwelling which will alter the structural integrity of the building or otherwise affect the Lot or the Property, the interest or welfare of any other Owner or the Association, materially increase the cost of operating or insuring any of the Common Areas Common Facilities, or impair any easement.

Section 10.04. Review Process. Within 30 business days after receipt of all of the Plans, the Architectural Review Committee shall review the Plans and shall either approve or disapprove all or any portion of the Plans. Written notice of such decision shall be given to the Developer or other builder, and such notice shall specify the reasons for any disapproval. The Architectural Review Committee's right to disapprove the Plans shall be limited to (i) the failure of the Developer or other builder to include information required by, or otherwise satisfy the requirements of, this Article X or other provisions of this Declaration, (ii) objections to the design, general massing, color, materials or development of any proposed building or improvement which the Architectural Review Committee determines to be incompatible with the existing or surrounding structures on, or the topography and conformity with the design concept of or for, the Property, (iii) objections that the Plans do not provide for first-class structure, workmanship or materials, (iv) failure to provide a landscape plan which is consistent with the quality, development or design of the Property, or (v) any other reason or reasons which are not arbitrary or capricious, including, but not limited to, aesthetic considerations.

If any portion of the Plans are not approved, the Developer or other builder shall amend and modify the Plans to conform to the requirements of, and to cure any objections made by, the Architectural Review Committee. Upon the completion of each amendment and modification, the Plans shall be resubmitted to the Architectural Review Committee for review and approval or disapproval. The Architectural Review Committee's right to disapprove the amended and modified Plans shall be confined to (i) the portion of the Plans not previously approved, (ii) new matters not disclosed by or included in the Plans previously submitted, or (iii) matters which do not satisfy the requirements of this Article X or other provisions of this Declaration.

The Developer or other builder must obtain written approval of the Plans from the

Architectural Review Committee prior to commencement of any on-site construction, installation, clearing, grading, paving or landscaping, except to the extent the Developer or other builder may receive written permission from the Architectural Review Committee to engage in any or some of such activities prior to the review or approval of the Plans.

If the Developer or other builder desires to materially modify or change the Plans after approval of the Plans, but not including modifications or changes of or to the interior design, then the Developer or other builder shall submit two complete copies of such proposed changes to the Architectural Review Committee for review and approval or disapproval.

If the Architectural Review Committee shall fail to approve or disapprove the Plans, amended and modified Plans and/or proposed modifications or changes to the Plans within 30 business days after receipt of the Plans, then such approval shall not be required, and the Plans, amended or modified Plans or proposed modifications or changes to the Plans will be deemed to have been approved by the Architectural Review Committee.

The decisions of the Architectural Review Committee shall be final except that any decision may be appealed to the Board of Directors by any Member who is 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, and upon written request such Member shall be entitled to a hearing before the Board of Directors.

The Developer or other builder will be responsible for the payment of reasonable charges established by the Board of Directors from time to time for the Architectural Review Committee's review of the Plans or amendments, modifications or changes to Plans, but no charges shall be imposed on any governmental authority using any portion of the Property. The Architectural Review Committee shall retain one copy of the Plans as approved or disapproved in the Association's permanent records and shall return to the Developer or other builder on copy of the Plans, as approved, marked or stamped with such approval.

Section 10.05. 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 or to any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising or resulting from or in any way relating to the subject matter of 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 bulletins 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 of any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 10.06. Rules and Regulations. Upon the recommendation of the Architectural Review Committee, from time to time the Board of Directors may (i) adopt and promulgate such rules and regulations regarding the construction or alteration of any structure or improvement and the form and content of Plans to be submitted to the Architectural Review Committee for review and approval or disapproval, and (ii) publish and/or file for record such statements of policy, standards, guidelines, and establish such criteria relating to architectural styles or details, colors, size, set-backs, materials or other matters relating to architectural control, protection of the environment, including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this Article X or any other provision of requirement of this Declaration.

Section 10.07. Limitations. Construction in accordance with approved Plans shall be commenced within six months after approval, whether by affirmative action or by forbearance from action, and shall be substantially completed either within six 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 in this Section 10.06, then approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this Article X shall be required again.

Section 10.08. Variances. The Declarant and/or the Architectural Review Committee may grant variances to any setbacks shown on any recorded plat concerning Devil Springs or in this Declaration so long as said variances do not violate applicable zoning and setback regulations.

ARTICLE XI. EASEMENTS

Section 11.01. 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 not improved with Dwellings, buildings or other structures, including full rights 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 a Plat, and 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.

The Declarant shall have non-exclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Areas which is not improved with the 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 cables, underground conduits, and any related improvements or appurtenances and 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 Areas shall be conclusively deemed to incorporate the provisions of this Section 11.01, whether or not specifically contained in such conveyance documents or assignments. At the Declarant's request, the Association shall from time to time acknowledge, and deliver to the Declarant such documents the Declarant considers it necessary to implement the provisions of this Section 11.01.

The reservation and rights in this Section 11.01 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any gradings of the soil, and (iii) 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.

Section 11.02. Damage from 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 XI shall be made with as little inconvenience to the Owner as reasonably practical, and all physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored.

Section 11.03. Maintenance and Support Easements. Where Dwellings are permitted on or in close proximity to the boundaries of a Lot, the Common Areas and each Lot and Dwelling on such Lot shall be subject to irrevocable easements for the benefit of the Association and the Owners of the adjoining Lots and abutting Dwellings for (i) drainage (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables and wire outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting buildings and improvements, (iv) such portions of any building or improvements that may overhang a Lot or any portion of the Common Areas, and (v) the walks and sidewalks serving such adjoining and abutting areas.

ARTICLE XII. USE AND OTHER RESTRICTIONS AND REQUIREMENTS

Section 12.01. Use of Lots and Dwellings. Except (i) for the activities of a Developer

or other builder during the construction and development of a Lot or the Common Areas (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration (iii) as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any Dwelling or other improvements on a Lot, the Common Areas and (iv) as permitted by Section 12.03, each Lot and Dwelling shall be used for residential purposes only, and no trade and business of any kind or nature may be conducted on or in such Lot or Dwelling. The use of a portion of a Dwelling as an office by the Owner or his tenant shall not be considered to be a violation of this Section 12.01 if such use does not create regular or continual customer, client, or employee traffic. In no event shall any Lot or Dwelling or other improvements on a Lot be used as a storage area for any building contractor or real estate developer, except as specifically permitted by this Declaration.

Section 12.02. Lease of Dwelling. The lease or rental of a Dwelling for residential purposes shall not violate Section 12.01 if (i) the entire Dwelling and all the improvements on the Lot are leased, (ii) the term of the lease is at six months, (iii) the lease otherwise complies with the rules and regulations adopted and promulgated from time to time by the Board of Directors, and (iv) the lease is subordinate and subject to this Declaration and is in writing. Prior to commencement of any lease term, the Owner shall provide the Association and Management Agent, if any, with copies of the lease.

Section 12.03. Sales and Construction Activities. The Declarant is expressly permitted and authorized to maintain and conduct such facilities and activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of Lots and/or Dwellings or the development of Lots, Dwellings and other improvements, and the Common Areas, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures or other improvements. The Location of any construction trailers of any Developer or other builder shall be subject to the Declarant's approval. The right to maintain and conduct such facilities and activities specifically includes the right to use Dwellings as model residences, as offices for the sale of Lots and/or Dwellings, and for related activities. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery and vehicles.

Section 12.04. Time Sharing. No Lots or Dwellings shall be sold, assigned or leased under any time sharing, time interval or right-to-use programs or investments.

Section 12.05. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, clear out or do any action on any part of the Property, including perform obligations or duties imposed on any Owner under this Declaration, then entering any Lot or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

Section 12.06. Easement Interference. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction of flow of surface water runoff in any drainage easement, swale or channel.

Section 12.07. Reconstruction after Fire or Other Casualty Loss. If a Dwelling is partially or completely destroyed by fire or other casualty, the Owner of such Dwelling shall promptly clear the Lot or restore or reconstruct such Dwelling, at his own expense, in accordance with the original Plans.

Section 12.08. Vacant Lot Maintenance. Each owner shall be responsible for the proper seeding, fertilization, watering, mowing, removal of litter and maintenance of any Lot which is undeveloped. If fill is placed on the Lot and the construction of the improvements is not promptly commenced and completed, then the Owner will be required to maintain such Lot.

Section 12.09. Signs. Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be placed, maintained or permitted on a Lot or within any windows or on the exterior of any Dwelling or other structure located on any Lot by any Person, including the Owner, without the approval of the Declarant and/or the Architectural Review Committee. The approval of any signs and posters, including name and address signs, shall be upon such conditions the Declarant and/or the Architectural Review Committee shall determine from time to time, and approval may be arbitrarily withheld. Any approved sign or advertising device shall only contain one name and/or one number plate which shall not exceed 120 square inches, and, if advertising the Lot or Leasehold Interest and/or Dwelling "for sale" or "for lease," such sign shall not exceed three square feet in area and shall be subject to the Architectural Review Committee's right to restrict color and content. The restrictions of this Section 12.09 shall not apply to the Declarant. The Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and Common Facilities and within easement areas established by this Declaration.

Section 12.10. Lot Division and Addition. No residential lot shall be further subdivided and no more than one single-family dwelling shall be constructed or permitted on each lot. It is important that the visual appearance and streetscape quality not be altered by decreasing the density of residential units in Devlin Springs. Any such changes as might occur by placing one house on two residential lots must be approved by the Declarant until all Declarant's lots are sold and thereafter by the Board of Directors and the Architectural Review Committee.

Section 12.11. Signage, Antenna, etc.. No Owner or occupant of any residential lot may allow anything to be hung from windows or displayed from the outside wall of any residence other than the American Flag, plants, or similar items. No sign, radio, or television antenna or dish may be affixed to an exterior wall or roof of any structure, or

permanently mounted in the yard. Each residence may contain a built-in concealed T.V. antenna or cable system if desired. Except as permitted in Article XII, no "For Rent" signs may be displayed by individual owners or their agents.

Section 12.12. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot or on portion of the Common Areas, except dogs, cats, birds or other household pets for non-commercial purposes and which are kept in Dwellings and are not a source of annoyance or a nuisance to the Property or any Member. The Board of Directors shall have the right, but not the obligation, to prohibit or bar certain dogs or breeds of dogs or other household pets from any Lot or Dwelling or other structure on the Lot or any portion of the Property. 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 Areas unless accompanied by an adult individual and either carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets from time to time as considered necessary or appropriate, including more restrictive "leash" regulations.

Section 12.13. Vehicle Use and Storage. All vehicles shall be currently licensed and maintained in operating condition, so as not to cause or create hazards or nuisances by excessive noise levels, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited from the subdivision except for emergency situations. Off-street parking, adequate to accommodate the parking needs of the Owner and Occupants shall be provided by the Owner of each lot. No intent of this provision is to eliminate the need for any on-street parking; provided, however, that nothing herein shall be deemed to prohibit short-term on-street parking of employees' or visitors' vehicles.

Overnight parking of all recreational vehicles and related trailers, trucks, and/or sports equipment shall be in garages or appropriately screened enclosures, designed for parking.

No motor vehicle may be repaired (except for emergency repairs) on any lot, street, or Common Areas within the subdivision except where such repairs are done within an enclosed garage or in an area screened from public view.

Section 12.14. Mobile Homes and Trailers. No house trailer or mobile home shall be admitted at any time in the Devlin Springs One subdivision and Devlin Springs Two, the plat of which subdivisions shall be filed in the office of the Chancery Clerk of Madison County, Mississippi, whether said mobile homes and trailers are used for residential purposes or not. Camper trailers, recreational vehicles, boats and/or boat trailers should be parked only to rear of the main residence, unless they are enclosed in a garage. Otherwise, they must be stored within the property lot lines and not on the street.

ARTICLE XIII.
BUILDING AND CONSTRUCTION
CRITERIA AND REQUIREMENTS

Section 13.01. Parking Requirements. All buildings and other structures and improvements shall be designed, located and constructed to permit all vehicles entering upon any Lot to be parked, maneuvered, loaded or unloaded entirely or completely on such Lot. All driveways and parking areas shall be equivalent to or better than concrete. No parking on Streets shall be permitted. Each single-family residence shall provide for a minimum of two permanent garaged parking spaces and a minimum of two guest parking spaces. All four of these spaces must be permanent and off the street.

Section 13.02. Fencing Swimming Pools. All private residential swimming pools shall be screened from the street and constructed in the rear yard. The actual pool (not surrounding patio or deck) may not be built closer than 10' from either side yard lot line or 10' from the rear property line provided the property abuts other residential property at the rear. A secure fence no less than 6' high shall enclose the pool area. Spa units shall be screened from the street and constructed in the rear or side yard.

Section 13.03. Secondary Structures. Garden structures, gazebos, pool houses and similar structures require setbacks from the property lines as that of the residence. The setback can be reduced when approved by the appropriate governmental authority, the Declarant, and/or the Architectural Review Committee.

Section 13.04. Storage Areas. Outside storage areas shall be fenced or screened to provide substantial screening to a minimum height of six feet and a maximum height of eight feet. All storage areas must be located on the side of or behind the Dwelling or main building structure. No fence or screen shall be closer to any Street or Lot boundary line than the established setback line. The provisions of this Section 13.04 shall apply to all trash or garbage storage, mechanical and similar or other storage buildings and structures not directly connected to the Dwelling or main building structure. Plans for storage buildings must be submitted to the Declarant or Architectural Review Committee for approval prior to construction and/or erection. Metal storage buildings will not be permitted. All fences and screens shall be constructed of redwood, cedar, or treated wood material, except that posts and horizontal support rails may be treated wood. Chain link and cyclone fences are expressly prohibited.

Section 13.05. Utility Lines. All telephone, electrical, cable television and other similar lines located outside and between any building and any power transmission or other lines of poles shall be underground and shall conform to existing electrical codes.

Section 13.06. Drainage Requirements. Provide for satisfactory and appropriate drainage of waters from the Lot to the adjoining established drainage ways. Each Owner is obligated and required to determine and to verify elevations in the established drainage waterways adjoining his Lot and to provide appropriate drainage structures where entrance

and exits cross such established drainage waterways to ensure that no drainage will be restricted or obstructed. Any drainage structures constructed by the Owner which do not satisfy the provisions of this Section 12.06 shall be removed and rebuilt, at the Owner's expense, to conform with such provisions. The Lot shall be developed to direct the drainage from the Lot to the adjoining designated drainage waterways and shall not be developed to force water onto adjoining Lots or the Common Areas.

Section 13.07. Building Sizes and Locations. The location of and the size of buildings and improvements for Devlin Springs must be approved by the Architectural Review Committee. All residential buildings must contain at least 1,500 square feet of heated and cooled livable area, exclusive of garages, porches and enclosed storage areas, except for Lots 1, 2, 3, 4, 5, 39, 40 and 41 which must contain a minimum of 1,700 square feet of heated and cooled livable area, exclusive of garages, porches and enclosed storage areas. The location of and size of all buildings and improvements to be located on any of the Additional Property annexed to the Property as provided in this Declaration will be set forth in the Supplement to the Declaration annexing such Additional Property to the Property.

Section 13.08. Sewage Disposal. The use of privies, septic tanks, cesspools, or disposal plants for the disposal of sewage is prohibited. All residences constructed in this subdivision must be connected to the public sewage system.

Section 13.09. Water Supply System. No individual potable water supply system is permitted on any lot.

Section 13.10. Perimeter Fences. If the Developer or other builder constructing a residence or the owner of an existing residence desires to build a fence along the rear lot lines of those lots abutting either Stribling Road or Gluckstadt Road, or along the side or rear lot lines of those lots adjoining the entrance to the subdivision, then such fence must meet the requirements promulgated by the Architectural Review Committee and be consistent in character and design with other such fencing. Plans for the construction of any fence along the aforementioned lot lines must be submitted to and approved by the Architectural Review Committee before any fence is placed or constructed on the lot. Such plans must include the location materials, height, design, character and color of each and all components of the fence. Any fence which does not comply with the plans approved therefor shall be removed or brought into full compliance with the approved plans. Once a perimeter fence has been constructed or placed upon a Lot, the Owner of said Lot shall keep, maintain and preserve said fence in a good state of repair.

Section 13.11. Walls and Fences. Except as provided in Section 13.10 of this Declaration, the design and construction of all walls and fences shall follow the criteria set forth in this Section 13.11. The maximum height of columns shall be seven feet and six inches (7'-6") and the maximum height of any fence shall be seven feet (7'). Fences shall be constructed using only Cypress or Cedar wood and shall use a "good neighbor" design. Chain link fencing of any type is prohibited. Lattice screens may be used in interior

portions of the Lot, but not as property line fences, except that a top band of lattice of not more than two (2) feet in height may be constructed as part of a wooden fence with an overall minimum height of six feet (6'). Lattice may not be used on perimeter fencing as described in Section 12.10 of this Declaration. All fences shall step with the terrain rather than slope

13.11 (a) The Owner of each Lot having a common boundary with any other lot situated in Johnstone Phase One, Johnstone Phase Two, Johnstone Phase Three, Hartfield Part One, Hartfield Part Two and The Village of Mannsdale, or in any other subdivision in the Johnstone Development or the Communities of Johnstone, shall cause to be constructed a fence along the common boundary consistent with Section 13.11 within thirty (30) days of the completion of a residence on any Lot.

Section 13.12. Materials Storage. No building material of any kind or character shall be placed or stored upon a residential lot until the property owner is ready to begin improvements. No building material shall be placed or stored in the street or between curb and property line during construction.

Section 13.13. Sedimentation Control. Each Owner is required to protect adjoining property, streams and public stormwater systems from sedimentation during construction.

Section 13.14 Setback. No Dwelling or other residential building shall be erected on any Lot nearer than twenty-five (25') feet from the front or rear lot line and seven and one half (7 1/2') feet from the side lot lines. No Dwelling or other residential building shall be erected on any Lot on the corner of any Street nearer than twenty-five (25') feet from the lot line adjoining or abutting any Street.

Section 13.15 Sidewalks. Each resident shall provide a four (4') foot wide concrete sidewalk in and along the street R.O.W. Construction for the sidewalk shall occur consistently a distance of 3'-0" behind the street curb, and be completed prior to or in conjunction with the initial dwelling completion.

Section 13.16 Existing Trees to Remain. Existing trees or ten (10") inch diameter and larger at four (4') foot above the ground, shall be preserved and protected. Such trees located within ten (10') foot of a proposed dwelling or within the limits of a proposed driveway may be removed for construction purposes. Removal of all other trees 10" and larger will require approval of Declarant and/or the Architectural Review Committee.

Section 13.17 Mail Receptacle. No mail box or other mail receptacle, other than the mail receptacle designated by the Architectural Review Committee shall be placed on any Lot and such receptacle shall be placed only at the location selected by the Architectural Review Committee.

ARTICLE XIV.
ENFORCEMENT OF DECLARATION

Section 14.01. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then 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, then 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 improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owners within 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 6.03. 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.

Section 14.02. 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 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 an Owner under this Declaration or otherwise specified in this Declaration, including Section 6.03, 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 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.

ARTICLE XV.
GENERAL PROVISIONS

Section 15.01. Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant,

the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, until January 1, 2035. After such date this Declaration shall be automatically extended for successive periods of ten years unless a Supplement signed by a majority of the Owners has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

Section 15.02. Amendments. Notwithstanding Section 13.01 this Declaration may be amended, modified and/or changed either (i) by the Declarant properly filing for record a Supplement prior to December 31, 2013 or (ii) by a Supplement properly filed for record and executed by the owners of at least 90% of the Lots if amended, modified and/or changed prior to January 1, 2035, and thereafter by the Owners of at least 75% of the Lots.

Section 15.03. Interpretation. The provision of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 15.04. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 15.05. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration

Section 15.06. 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 when deposited in the United States mails, postage prepaid, addressed to the last known address of the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is mailed.

Section 15.07. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant with or without notice to the Association.

Section 15.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed or assignment purporting to such transfer shall contain a provision incorporating the provisions of this Declaration by reference.

Section 15.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public agency of authority or by any utility or shall be interpreted as imposing upon any public agency or authority or any utility any responsibility or liability for the maintenance or operation of any portion of the Common Areas.

Section 15.10. Consents of Eligible Mortgage Holders. The Owners, or the Board of Directors, or the Association, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of fifty-one percent (51%) of the outstanding first mortgages who have requested notice from the Association of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders:

(a) Abandon, partition, subdivide, encumber, sell, assign or transfer any of the Common Areas or Common Facilities, but the realignment of boundaries, the granting of rights-of-way, easements and similar rights or interests for utilities or for other purposes consistent with the use of the Common Areas by the Members of the Association shall not be considered to be such an encumbrance, sale, assignment or transfer.

(b) Abandon or terminate this Declaration.

(c) Modify or amend any material or substantive provision of this Declaration or the Bylaws pertaining to the rights of the holders of First Mortgages.

(d) Substantially modify the method of determining and collecting Assessments as provided in this Declaration.

Section 15.11. Notice to and Rights of Eligible Mortgage Holders. The Association shall promptly notify any Eligible Mortgage Holder on any Lot for which any Assessment remains delinquent for at least 60 days, and the Association shall promptly notify the holder of the First Mortgage on any Lot for which there is default by the Owner with respect to performance of any other obligation or duty under this Declaration which remains uncured for at least 60 days following the date of such default. Any failure to give any such notice shall not affect the validity of priority of any First Mortgage on any Lot, and the protection provided in this Declaration to any Eligible Mortgage Holder on any Lot shall not be altered, modified or diminished by reason of such failure, nor shall any such failure affect the validity of the lien of any Assessment or affect any of the priorities for liens as specified in Article V.

No suit or other proceeding may be brought to foreclosure the lien for any Assessment levied pursuant to this Declaration, except after 10 days written notice to any Eligible Mortgage Holder holding a first mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

Any holder of a First Mortgage of any Lot may pay any taxes, rents, utility charges or other charges levied against the Common Area which are in default and which may or have become a charge or lien against any of the Common Area and may pay any overdue premiums on any hazard or liability insurance policy, or secure new hazard or liability insurance coverage on the lapse of any policy, relating to the Common Area. Any holder of a First Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.


Section 15.12. 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 to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and singular shall include the plural.


Section 15.13. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

ARTICLE XVI.
DECLARANT'S RIGHTS AND RESERVATIONS

Section 16.01. Declarant's Rights and Reservations. No provisions in the Charter, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of Declarant to (i) subdivide or re-subdivide any portions of the Property, (ii) complete or alter improvements or refurbishments to and on the Common Areas and Common Facilities or any portion of the Property owned or leased under the Lease by Declarant, (iii) alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the Lots by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. Declarant reserves the right to convey land, property, Parcels or Lots to the Association at such times as Declarant deems appropriate and subject to such reservations, conditions and restrictions as Declarant deems necessary and prudent in his sole discretion.

R & S Investments, LLC
A Mississippi limited liability company

By: 
William J. Shanks
Title: Manager/Member

By: 
Stephen W. Rimmer
Title: Manager/Member

STATE OF MISSISSIPPI
COUNTY OF ~~HINDS~~ MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 20th day of OCT., 2003 within my jurisdiction, the within named William J. Shanks, who acknowledged that he is Manager-Member of R & S Investments, LLC, a Mississippi manager-managed limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the foregoing instrument of writing after first having been duly authorized by said limited liability company so to do.

MIKE CROOK
Notary Public
EX OFFICIO

Jenny Jackson DC.



My Commission Expires

~~My Commission Expires~~
January 5, 2004

STATE OF MISSISSIPPI
COUNTY OF ~~HINDS~~ MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 20th day of OCT., 2003 within my jurisdiction, the within named Stephen W. Rimmer, who acknowledged that he is Manager-Member of R & S Investments, LLC, a Mississippi manager-managed limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the foregoing instrument of writing after first having been duly authorized by said limited liability company so to do.

MIKE CROOK CC.
Notary Public

EX OFFICIO Penn



My Commission Expires

~~My Commission Expires~~
January 5, 2004

EXHIBIT "A"
Devlin Springs One

DEVLIN SPRINGS ONE

Commence at an existing iron pin marking the Southeast corner of said Section 15 and run thence North 00 degrees 40 minutes 10 seconds West along the East line of said Section 15 for a distance of 1,173.12 feet; leaving said East line of Section 15, run thence North 49 degrees 44 minutes 35 seconds West for a distance of 266.47 feet; run thence North 71 degrees 21 minutes 47 seconds West for a distance of 273.84 feet, run thence North 81 degrees 24 minutes 55 seconds West for a distance of 694.68 feet to an existing iron pin marking the POINT OF BEGINNING of the parcel of and herein described; from said POINT OF BEGINNING, continue thence North 81 degrees 24 minutes 55 seconds West for a distance of 520.93 feet to an existing iron pin; run thence North 72 degrees 38 minutes 46 seconds West for a distance of 365.87 feet to an existing iron pin; run thence North 53 degrees 00 minutes 06 seconds West for a distance of 359.78 feet to an existing iron pin; run thence North 36 degrees 15 minutes 36 seconds West for a distance of 257.79 feet to an existing iron pin; run thence North 29 degrees 03 minutes 28 seconds West for a distance of 341.88 feet to an existing iron pin on the South right-of-way line of Stribling Road (as now laid out and improved); run thence along said South right-of-way line of Stribling Road the following bearings and distances: North 63 degrees 27 minutes 24 seconds East for a distance of 355.36 feet to an existing iron pin marking the Point of Curvature of a 4.46778 degree curve bearing to the right having a central angle of 38 degrees 36 minutes 36 seconds and a radius of 1,282.46 feet; run thence along the arc of said 4.46778 degree curve an arc length of 864.27 feet to an existing iron pin marking the Point of Tangency of said curve; said curve having a chord bearing of North 82 degrees 45 minutes 42 seconds East and a chord distance of 847.95 feet; run thence South 77 degrees 56 minutes 00 seconds East for a distance of 450.15 feet to an existing iron pin; leaving said South right-of-way line of Stribling Road, run thence South 08 degrees 23 minutes 14 seconds West for a distance of 393.57 feet to an existing iron pin; run thence North 58 degrees 02 minutes 28 seconds West for a distance of 103.57 feet to an existing iron pin; run thence North 39 degrees 54 minutes 50 seconds West for a distance of 160.71 feet to an existing iron pin; run thence South 55 degrees 28 minutes 27 seconds West for a distance of 164.91 feet to an existing iron pin; run thence North 34 degrees 31 minutes 33 seconds West for a distance of 27.15 feet to an existing iron pin; run thence South 55 degrees 28 minutes 27 seconds West for a distance of 146.55 feet to an existing iron pin; run thence South 44 degrees 57 minutes 45 seconds East for a distance of 42.85 feet to an existing iron pin; run thence South 25 degrees 11 minutes 08 seconds East for a distance of 88.19 feet to an existing iron pin; run thence South 46 degrees 34 minutes 21 seconds East for a distance of 84.85 feet to an existing iron pin; run thence South 17 degrees 16 minutes 22 seconds East for a distance of 63.00 feet to an existing iron pin; run thence South 41 degrees 00 minutes 08 seconds East for a distance of 118.37 feet to an existing iron pin; run thence South 24 degrees 49 minutes 05 seconds East for a distance of 253.45 feet to an existing iron pin; run thence South 19 degrees 20 minutes 53 seconds East for a distance of 178.31 feet to the POINT OF BEGINNING, containing, 27.281 acres,

EXHIBIT "B"

BOOK **1700** PAGE **698**

Devlin Springs Two

DEVLIN SPRINGS TWO

PROPERTY DESCRIPTION:

A tract of land being situated in the South Half of Section 15, Township 8 North, Range 1 East, Madison County, Mississippi and being more particularly described as follows

Commencing at a PK nail located in the south bound lane of Mississippi State Highway 463 marking the common corner of Sections 15, 16, 21 and 22, T8N-R1E, Madison County, Mississippi, run thence East 2664.97 feet to a point; thence North 2174.41 feet to a point on the southerly right of way of Stribling Road, said point being the POINT OF BEGINNING;

Thence North 63 degrees, 27 minutes, 24 seconds East along said southerly right of way of Stribling Road for a distance of 355.36 feet to an iron rod and a point on a curve,

Thence northeasterly along said Stribling Road right of way and the arc of a curve to the right for a distance of 864.21 feet to an iron rod, said curve having a radius of 1282.46 feet and a central angle of 38 degrees, 36 minutes, 36 seconds and a chord bearing of North 82 degrees, 45 minutes, 42 seconds East with a distance of 847.95 feet;

Thence South 77 degrees, 56 minutes, 00 seconds East for a distance of 960.74 feet to an iron rod and a point on a curve,

Thence southeasterly along the said southerly right of way of Stribling Road and the arc of a curve to the left for a distance of 512.84 feet to an iron rod, said curve having a radius of 4457.37 feet and a central angle of 6 degrees, 35 minutes, 32 seconds and a chord bearing South 81 degrees, 13 minutes, 46 seconds East with a distance of 512.56 feet;

Thence South 00 degrees, 40 minutes, 10 seconds East along the east line of said Section 15 for a distance of 1260.25 feet to a point;

Thence North .19 degrees, 44 minutes, 35 seconds West for a distance of 266.47 feet to a point;
 Thence North 11 degrees, 21 minutes, 47 seconds West for a distance of 273.84 feet to a point;
 Thence North 51 degrees, 24 minutes, 55 seconds West for a distance of 1215.61 feet to a point;
 Thence North 72 degrees, 38 minutes, 46 seconds West for a distance of 365.87 feet to a point;
 Thence North 53 degrees, 00 minutes, 06 seconds West for a distance of 359.78 feet to a point;
 Thence North 36 degrees, 15 minutes, 36 seconds West for a distance of 257.79 feet to a point;
 Thence North 29 degrees, 03 minutes, 28 seconds West for a distance of 341.88 feet to the POINT OF BEGINNING

Together with and subject to easements and restrictions of record

The herein described tract contains 58.79 acres, more or less

LESS AND EXCEPT:

Commence at an existing iron pin marking the Southeast corner of said Section 15 and run thence North 00 degrees 40 minutes 10 seconds West along the East line of said Section 15 for a distance of 1,173.12 feet; leaving said East line of Section 15, run thence North 49 degrees 44 minutes 35 seconds West for a distance of 266.47 feet; run thence North 71 degrees 21 minutes 47 seconds West for a distance of 273.84 feet, run thence North 81 degrees 24 minutes 55 seconds West for a distance of 694.68 feet to an existing iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, continue thence North 81 degrees 24 minutes 55 seconds West for a distance of 520.93 feet to an existing iron pin; run thence North 72 degrees 38 minutes 46 seconds West for a distance of 365.87 feet to an existing iron pin; run thence North 53 degrees 00 minutes 06 seconds West for a distance of 359.78 feet to an existing iron pin; run thence North 36 degrees 15 minutes 36 seconds West for a distance of 257.79 feet to an existing iron pin; run thence North 29 degrees 03 minutes 28 seconds West for a distance of 341.88 feet to an existing iron pin on the South right-of-way line of Stribling Road (as now laid out and improved); run thence along said South right-of-way line of Stribling Road the following bearings and distances: North 63 degrees 27 minutes 24 seconds East for a distance of 355.36 feet to an existing iron pin marking the Point of Curvature of a 4.46778 degree curve bearing to the right having a central angle of 38 degrees 36 minutes 36 seconds and a radius of 1,282.46 feet; run thence along the arc of said 4.46778 degree curve an arc length of 864.27 feet to an existing iron pin marking the Point of Tangency of said curve; said curve having a chord bearing of North 82 degrees 45 minutes 42 seconds East and a chord distance of 847.95 feet; run thence South 77 degrees 56 minutes 00 seconds East for a distance of 450.15 feet to an existing iron pin; leaving said South right-of-way line of Stribling Road, run thence South 08 degrees 23 minutes 14 seconds West for a distance of 393.57 feet to an existing iron pin; run thence North 58 degrees 02 minutes 28 seconds West for a distance of 103.57 feet to an existing iron pin; run thence North 39 degrees 54 minutes 50 seconds West for a distance of 160.71 feet to an existing iron pin; run thence South 55 degrees 28 minutes 27 seconds West for a distance of 164.91 feet to an existing iron pin; run thence North 34 degrees 31 minutes 33 seconds West for a distance of 27.15 feet to an existing iron pin; run thence South 55 degrees 28 minutes 27 seconds West for a distance of 146.55 feet to an existing iron pin; run thence South 44 degrees 57 minutes 45 seconds East for a distance of 42.85 feet to an existing iron pin; run thence South 25 degrees 11 minutes 08 seconds East for a distance of 88.19 feet to an existing iron pin; run thence South 46 degrees 34 minutes 21 seconds East for a distance of 84.85 feet to an existing iron pin; run thence South 17 degrees 16 minutes 22 seconds East for a distance of 63.00 feet to an existing iron pin; run thence South 41 degrees 00 minutes 08 seconds East for a distance of 118.37 feet to an existing iron pin; run thence South 24 degrees 49 minutes 05 seconds East for a distance of 253.45 feet to an existing iron pin; run thence South 19 degrees 20 minutes 53 seconds East for a distance of 178.31 feet to the POINT OF BEGINNING, containing, 27.281 acres,

Page 2 of 2

MADISON COUNTY MS This instrument was
filed for record 2003, Oct. 20, at 3:40 PM

Book 1700 Page 658
MIKE CROOK, CHANCERY CLERK

BY: *C. Crook* D.C.